

CERTIFICATION
OF
NEW JERSEY TURNPIKE AUTHORITY

I, Veronique Hakim, hereby certify that I am the Executive Director of the New Jersey Turnpike Authority and as such Executive Director certify that the attached copy of PROCEEDINGS OF THE NEW JERSEY TURNPIKE AUTHORITY is a true and correct copy of the minutes of the April 27, 2011 Regular 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 29th day of April, 2011.

ATTEST:


Sheri Ann Czajkowski
Assistant Secretary

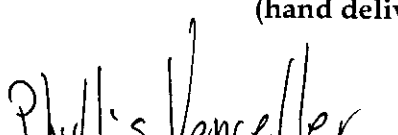

Veronique Hakim,
Executive Director

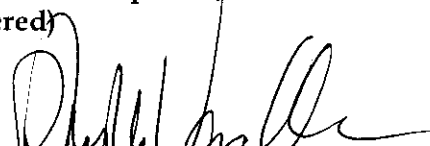
Corporate Seal

Date: April 29, 2011

Received in the Governor's Office on April 29, 2011
(hand delivered)

Received
by:


Phillis Venceller
Print Name


Signature

Time: 4:23 pm

Veto Period Ends:

May 13, 2011
(Write in the date the veto period ends)

**PROCEEDINGS OF NEW JERSEY TURNPIKE AUTHORITY
COMMISSION MEETING
WEDNESDAY, APRIL 27, 2011**

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Chairman James S. Simpson called the Authority into session in the Executive Boardroom of the Authority's Administration Offices, Woodbridge, New Jersey, at 9:30 A.M.

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PRESENT

Present were Chairman James S. Simpson, Vice Chairman Ronald Gravino, Treasurer Michael DuPont, Commissioner Harold Hodes, Commissioner Raymond Pocino, Commissioner Troy Singleton, and Commissioner Ulises Diaz. The meeting commenced at 9:41 a.m.

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ALSO PRESENT

Executive Director Veronique Hakim; Deputy Executive Director John O'Hern; Chief Engineer Richard Raczynski; Acting Director of Law Linda Cavanaugh; Electronic Toll Collection Director Dennis Switaj; Chief Financial Officer Donna Manuelli; Human Resources Director Mary-Elizabeth Garrity; Director of Internal Audit James Carone; Assistant Director of Maintenance Joseph Lentini; Director of Operations Sean Hill; Purchasing Director Andrea Ward; Acting Director of Technology and Administrative Services Stephen Ehrmann; Tolls Director Robert Quirk; Chief of Staff Megan Mulcahy; NJ State Police Troop D Commander Major Hines, and Assistant Secretary to the Authority Sheri Ann Czajkowski.

Also present were: Governors' Authorities Unit Representative Brandon Minde; additional individuals consisting of other NJTA employees; interested organizations; the general public; and from the media: the Star Ledger; Asbury Park Press; Bergen Record; NJN and Channel 4 News.

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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 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.

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ACTION ON MINUTES

The Executive Director reported that ten days, excluding Saturdays, Sundays and holidays, have elapsed since Governor Chris Christie received the proceedings of the regular meeting of March 29, 2011; he did not exercise his power to veto any items in those minutes.

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

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RECUSALS

The Executive Director reported that advisements of recusal had been submitted and asked for any further recusals or abstentions to be placed on record for this meeting. Those results are regarding the following items:

Commissioner Pocino: 128-04-2011 through 134-04-2011

Commissioner Singleton: 125-04-2011 and 130-04-2011

Commissioner Hodes: 129-04-2011

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of item 122-04-2011. Moved is the item as follows:

122-04-2011

Human Resources Director Garrity submitted the **Personnel Agenda**, dated April 27, 2011, and requested confirmation of the personnel matters contained therein. The Executive Director certified the recommendations for consideration.

On motion by Vice Chairman Gravino seconded by Treasurer DuPont 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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LAW

Assistant Director of Law Linda Lordi Cavanaugh requested approval of items 123-04-2011 through 127-04-2011. Moved as a group those items are as follows:

123-04-2011

In a memorandum dated April 13, 2011, Recommendation to take **Ratification of Action for the Acquisition of Property Interests Required for the New Jersey Turnpike Authority Interchange 6-9 Widening Program Acquisition of 7 Properties and Reimbursement for Damages and Anticipated Construction Costs**, 2009 Capital Construction Program in an amount of \$474,674.00 was approved.

The New Jersey Turnpike Authority (the "Authority") is proceeding with its plans to widen the Turnpike between Interchange 6 in Mansfield Township, Burlington County and Interchange 9 in East Brunswick Township, Middlesex County (the "Widening Program"). The roadway will be widened to 12 lanes with major modifications constructed at four interchanges. Final design is currently underway and construction is proceeding.

The acquisition of the necessary property interests is critical to the success of the Widening Program. In light of same, the Commissioners of the New Jersey Turnpike Authority authorized the Executive Director to take all steps necessary to prepare for the acquisition of easements or other property rights needed to begin Phase 1 construction of the Widening Program with final action being brought to the Commissioners for ratification.

Since the last Commissioner's meeting, the Authority has taken final action with respect to the following properties.

I. New Acquisitions, Reimbursement for Damages and Relocation Benefits: The Authority has determined that the seven (7) properties listed below are necessary for the Widening Program. To that end, the Authority had appraisals prepared by independent Appraisers and reviewed by Value Research Group, LLC, the Authority's Real Estate Manager/Consultant, which set a value for each. The Authority then entered into good faith negotiations with the owners and their respective counsel as appropriate for the purchase of same or the settlement of any claims related to said acquisitions based on this appraised value and in compliance with the laws governing its powers of eminent domain. Negotiations continued and settlement of all terms was agreed upon. The following is a description of each property for which the parties have finalized negotiated terms of sale or other terms of settlement:

1. Turnpike Design Section 8, Turnpike ROW Section 4L
Parcel No. C1272, Block 55, Lot 2.01 (a/k/a Lot 2.1)
20 Abeel Road, Monroe Township, Middlesex County
Owner: Dowel-Cranbury, LLC (f/k/a Dowel Associates)
Amount: \$1,400.00

The subject property currently consists of 3.013 acres of land improved with a single-story, 28,068 square-foot warehouse building (the "Property"). The NJTA must acquire the following interest in the Property which will hereafter be referred to as the "Property Interest": (1) a temporary construction easement consisting of the right to access land and area with vehicles and equipment for use during the construction of final grading and

replacement of ROW fencing, impacting 0.071 acres of the Property to be designated as Parcel C1272.

2. Turnpike Design Section 5, Turnpike ROW Section 4H
Parcel No. R3D330, Block 2713, Lot 22 **(Partial Taking)**
Uncle Pete's Road, Hamilton Township, Mercer County
Owners: H. Kenneth Bird and June Bird
Amount: \$1,875.00 **(\$1.00 previously approved prior to a change in design)**

The subject property currently consists of 15.54 acres of vacant land (the "Property"). The NJTA must acquire the following interest in the Property which will hereafter be referred to as the "Property Interest": (1) a drainage easement consisting of the right to construct and maintain drainage facilities within a drainage easement, containing subsurface drains and appurtenances, impacting 0.155 acres of the Property to be designated as Parcel R3D330.

3. Turnpike Design Section 2, Turnpike ROW Section 3E
Parcel No. C250, Block 131, Lot 6 **(Partial Taking)**
203 Old York Road, Bordentown Township, Burlington County
Owners: Barbara Nurko & Randy J. Capes
Amount Damages: \$ 5,500.00 **(Extension of Construction Easement)**

The subject property currently consists of 66.7 acres of farmland improved with a horse farm that includes a main dwelling, barns and a stable (the "Property"). The NJTA must acquire the following interest in the Property which will hereafter be referred to as the "Property Interest": (1) a temporary construction easement consisting of the right to access Dunn's Mill Road with vehicles and equipment for use during the construction of a petroleum pipeline on the lands of others, impacting 0.971 acres of the Property to be designated as Parcel C250.

4. Turnpike Design Section 8, Turnpike ROW Section 4L
Parcel No. 1215, Block 2, Lot 5 Qualified B01 (Billboard)
269 Prospect Plains Road, Cranberry Township, Middlesex County
Owners: Witt, Ronald C. and Nancy B.
Amount: \$2,350,000.00
(Additional Amount of \$87,000.00; \$2,263,000.00 previously approved for negotiation in February 2009)

The subject property is a rectangular shaped parcel approximately 4.84 acres in size zoned L-I (Light -Industrial) and is improved with a 6,658 square foot owner-occupied office building. The site has a frontage of 400 feet and a depth of 528 feet. The two-story office building was recently renovated. There is also a double sided billboard located at the rear of the property facing the New Jersey Turnpike. A negotiated settlement was approved in this matter at the Commission Meeting of February, 2009, however a final agreement could not be reached. Condemnation was approved at the Commission Meeting of April, 2009 due to the inability to reach an amicable settlement with the Billboard tenant. The above referenced settlement amount is for all claims.

5. Turnpike Design Section 7, Turnpike ROW Section 4K
Parcel Series 1155, Block 13, Lot 20 (Partial Taking)
33 Brickyard Road, Cranbury Township, Middlesex County
Owner: Cathedral International
Amount: \$580,000
(Same Amount Previously Approved for Condemnation June 29, 2010)

The subject property currently consists of 101,449 acres of vacant land encumbered with freshwater wetlands (the "Property"). The New Jersey Turnpike Authority must acquire the following interests in the Property which will hereafter be referred to as the "Property Interest": (1) a fee simple interest in 0.204 acres of the Property to be designated as Parcel 1155A; (2) a fee simple interest in 0.864 acres of the Property to be designated as Parcel 1155B; (3) a fee simple interest in 2.696 acres of the Property to be designated as Parcel 1155C; (4) a utility easement consisting of the right to install and maintain a pipeline for Colonial Pipeline, impacting 0.299 acres of the Property to be designated as Parcel UE1155A; (5) a utility easement consisting of the right to install and maintain a pipeline for Colonial Pipeline, impacting 1.314 acres of the Property to be designated as

Parcel UE1155B; (6) a temporary construction easement consisting of the right to access and area with vehicles and equipment for use during the construction of subsurface pipelines and appurtenances, impacting 0.309 acres of the Property to be designated as Parcel C1155A; and (7) a temporary construction easement consisting of the right to access land and area with vehicles and equipment for use during the construction of subsurface pipelines and appurtenances, impacting 1.524 acres of the Property to be designated as Parcel C1155B.

6. Turnpike Design Section 1, Turnpike ROW Section 3D
Parcel Series 217, Block 51.01, Lot 3.07 **(Partial Taking)**
817 Mansfield Road West, Mansfield Township, Burlington County
Owner: Jeffrey D. Herron
Amount: \$6900.00
(Amount of \$6,300.00 for Partial Taking and \$600.00 for the replacement of two trees)

The subject property currently consists of 1.275 acres of land improved with a two-story, single-family residence with an attached two car garage (the "Property"). The NJTA must acquire the following interest in the Property which will hereafter be referred to as the "Property Interest": (1) a fee simple interest in 0.009 acres of the Property to be designated as Parcel 217; (2) a slope easement consisting of the right to form and maintain slopes for grading, drainage and support of Mansfield Road West, impacting 0.103 acres of the Property to be designated as Parcel E217; and (3) a temporary construction easement consisting of the right to perform construction related activity for use during the construction of a proposed driveway and service walk, impacting 0.051 acres of the Property to be designated as Parcel C217.

7. Turnpike Design Section 7, Turnpike ROW Section 4K
Parcel No. E1167, Block 11, Lot 4
Cranbury Township, Middlesex County
Owner: Consolidated Rail Corporation
Amount: \$372,000.00
(The amount of \$85,000 for the Property Interest; the amount of \$250,000.00 in consideration of anticipated construction costs and \$37,000.00 pursuant to a Construction Agreement)

The New Jersey Turnpike traverses a portion of a rail line owned and operated by Consolidated Rail Corporation ("CONRAIL") at the Hightstown Industrial Track near Exit 8A in the Township of Cranbury, County of Middlesex (the "Property"). The crossing, including both ground and aerial occupations on, above and over the Property owned by CONRAIL is pursuant to an easement agreed to by the Parties in 1950 (the "1950 Easement"). As a result of the Widening Program, the Authority requires additional temporary and permanent ground and aerial occupations on, above and over the Property in the vicinity of the 1950 Easement. The NJTA must acquire the following interests in the Property which will hereafter be referred to as the "Property Interest": (1) a permanent easement consisting of a total of 1.230 acres including a Parcel on the west side of the Turnpike consisting of a surface easement of .136 acres and an aerial easement of .255 acres (Parcel E1167A) and a Parcel on the east side of the Turnpike consisting of a surface easement of .123 acres and an aerial easement of .275 acres (Parcel E1167B) and the 1950 Easement consisting of a surface easement of .148 acres and an aerial easement of .270 acres (Parcel E1167C); said surface easements being for the sole purpose of constructing the Bridge Abutments and said aerial easements being for the sole purpose of providing air space for the Turnpike superstructure and roadway to the extent that they occupy air space over parcels E1167A, E1167B and E1167C or any other portion of CONRAIL's property; and (2) a temporary construction License including a Parcel on the west side of the Permanent Easement area consisting of a surface easement approximately 450 feet in length and approximately 50 feet in width and a Parcel on the east side of the Permanent Easement area consisting of a surface license approximately 400 feet in length and approximately 50 feet in width, said surface license being for the sole purpose of staging equipment and materials and engaging in construction activities necessary for the Track Relocation.

The NJTA further agrees to a payment of Two Hundred Fifty Thousand Dollars (\$250,000.00) to CONRAIL as consideration for CONRAIL's agreement to allow the Hightstown Industrial Tract to be lowered and as compensation in the event that the NJTA determines it necessary to increase the clearance over the track.

The Parties have also entered into a Construction Agreement to allow CONRAIL to

provide engineering and inspection track work in the areas at both ends of the relocated track.

The acquisitions as proposed above do not involve property designated as "Preserved Farmland" pursuant to and as regulated by the *Agriculture Development and Retention Act, N.J.S.A. 4:1C-11, et seq.* and *State Agricultural Development Committee Rules, N.J.A.C. 2:76-1.1*, the Act's implementing regulations. Nor has this property been designated or encumbered as Green Acres properties pursuant to *N.J.S.A. 13:1D-52, et seq.* and *N.J.A.C. 7:35-26.1, et seq.*

All actions taken by the Executive Director have been necessary for the purchase of the properties listed above including the satisfaction of certain other costs required by law to be paid at closing. All actions taken by the Executive Director have been reviewed and approved by the Law Department and General Counsel.

Based on the foregoing, it is requested that the Authority Commissioners ratify any and all actions taken by the Executive Director as outlined herein for the acquisition of the properties set forth above.

124-04-2011

In a memorandum dated April 15, 2011, a **Recommendation for the Authorization to Renew Bridge and Non-Bridge Property Insurance for the Garden State Parkway** was approved.

There are two (2) insurance policies scheduled to expire on May 1, 2011; 1) Garden State Parkway – Bridge Insurance; 2) Garden State Parkway – Non-Bridge Property Insurance including Boiler and Machinery Coverage. In late 2009, a Request for Proposal was released and awarded to various brokers for placement of these coverages. The awards to the brokers were for a three-year period. This is the second year of the award.

Renewal quotations were submitted for each coverage by the brokers of record and were reviewed by staff with the following recommendations:

1. Bridge Insurance- Garden State Parkway

The New Jersey Turnpike Authority currently maintains property insurance covering bridges on the Garden State Parkway with a limit of liability of \$100,000,000 per occurrence, with various sub-limits for particular occurrences. The current coverages are provided on a quota-shared basis with the Landmark American Insurance Company (through RSUI) and the Lexington Insurance Company (an AIG Company). The broker of record is Risk Strategies Company, Inc. The expiring premium for this coverage is \$879,221, including the Terrorist Risk Insurance Act (TRIA) coverage.

The broker of record was instructed to approach the market in order to secure the most competitive quotation. Risk Strategies has secured a number of quotes from several insurance companies, and provided two options for renewal. After review by the Authority staff, the following option is recommended, with a total premium of \$929,072, inclusive of all taxes and surcharges, with the insurers, limits and quota shares as follows:

<u>Insurer</u>	<u>Premium</u>	<u>Quota Share %</u>	<u>Limits</u>
ACE	\$370,296	40%	\$50,000,000
Landmark American	\$259,207	28%	\$35,000,000
Hiscox	\$111,089	12%	\$15,000,000
AWAC	\$111,089	12%	\$15,000,000
Ironshore Specialty	\$ 74,058	8%	\$10,000,000
	\$925,739	100%	\$125,000,000
PLIGA Surcharge	\$ 3,333		
Total Cost	\$929,072		

Renewal coverage is as expiring, includes coverage for all bridge structures and provides an extended period of indemnity for reconstruction and loss of revenue collection. The premium is based on a total insurable value of \$2,959,082,734, a small increase from the prior year. The engineers' calculation of Maximum Probable Loss, increased from \$100,000,000 for the prior year, to \$125,000,000 for the renewal year, as it is based on the estimate of lost toll revenue for 2012 after taking into consideration the proposed toll rate increase to become effective January 1, 2012, which would require raising the limit of liability to \$125,000,000 per occurrence. Also included in the premium calculation is an endorsement increasing the Additional Expense sublimit from \$2,500,000 to \$5,000,000, which the Authority believes would be in its best interest.

2. Non Bridge Property, including Boiler and Machinery- Garden State Parkway

The New Jersey Turnpike Authority maintains property insurance covering all other (non-bridge) property physically located on the Garden State Parkway. Coverage is provided for direct physical loss on damage to real property, personal property, and business interruption, including extensions of coverage, as described under the policy. Coverage is afforded by Affiliated FM Insurance Company with Wells Fargo Insurance Services, USA, Inc., ("Wells Fargo") as broker of record. The expiring premium is \$249,230, including the Terrorist Risk Insurance Act (TRIA) coverage of \$125,000,000 for maximum probable loss.

At the direction of staff, Wells Fargo was directed to approach the market and secure three (3) quotations for renewal of this insurance as expiring. Quotations were provided from the following carriers: Westchester Fire Insurance Company/ACE, an admitted carrier; Alterra Insurance Company; and RSUI Insurance Company. Westchester Fire Insurance Company/ACE provided the lowest quote that addressed the Authority's needs. Westchester quoted an annual premium, including TRIA coverage and all applicable taxes and fees, of \$247,205, with a TRIA limit of \$100,000,000. The Authority had maintained a TRIA Limit of \$125,000,000, but after discussion and analysis the lesser amount of \$100,000,000 was suggested and approved, in order to keep the premium flat, and as a more practical estimation of actual potential TRIA exposure. This premium is based on a total insurable value of \$242,338,221.

Therefore, it is recommended that the Authority renew the above coverages for a period of one year, effective May 1, 2011 with the carriers, premiums and brokers of record as outlined above. It is further recommended that the Executive Director with the assistance of the Law Department, be authorized to take all such actions and execute all such documents as are necessary to effectuate the intent of this authorization.

125-04-2011

In a memorandum dated April 14, 2011, a request **for Authorization to Settlement Workers' Compensation Matter of Homer L. Willis v. New Jersey Turnpike Authority** was approved.

For many years, the former New Jersey Highway Authority has maintained a rolling wrap up insurance program providing general liability and workers compensation insurance for construction projects on the Garden State Parkway (the "Parkway Program"). The Parkway Program ended on February 7, 2008, and as of that date, no new claims were accepted. However, the New Jersey Turnpike Authority, which assumed control of the Parkway Program is still administering claims which occurred prior to that date.

Homer L. Willis is a 50 year old laborer who was employed by IEW Construction Group, Inc. on a project covered by the Parkway program. He suffered an injury to his low back and ribs on September 18, 2006, while a ladder shifted as he was climbing the ladder with his tools, causing him to fall. He apparently fell approximately 20 feet off the ladder and landed on a guardrail. Mr. Willis treated with a number of physicians, as well as physical therapy and medications following surgery. He was placed at Maximum Medical Improvement from the injury and all treatment has been deauthorized. The file is currently reserved for 20% of partial total or \$19,080. The Parkway Program's doctor opined the claimant suffered 12.5% disability to the lumbar spine and a 35% disability to the ribs. Mr. Willis' doctor opined he suffered a 50% disability to the lumbar spine and a 25% disability to the ribs. The claimant's demand is 45% with a 7.5% credit and reimbursement of the state temporary disability lien. We believe we can get this matter resolved for 35% with a 12.5% credit, for a total of \$53,820 (plus half of the temporary disability lien or \$6,343) for a settlement of \$60,163.

Due to the significance of the injury, Special Counsel was unable to reach settlement under 35%. Special Counsel and our third party administrator believe this to be an appropriate and reasonable settlement request. The Authority's Special Counsel on this matter, provided by ACE, as insurer, and ESIS, as Third Party Administrator, is Richard Tavani of Weber Gallagher Simpson Stapleton Fires & Newby, Cherry Hill, New Jersey.

The Law Department has reviewed this matter and agrees with the recommendation of the Special Counsel, and the Authority's third party administrator for the Parkway Program. Authorization is, therefore, requested to allow Special Counsel to settle this matter for a sum no greater than \$60,163. Authorization is further requested for the Law Department to take such actions and to execute such documents as to effectuate the purpose of this authorization.

This settlement will be payable under Account No. 10-890-441020.

126-04-2011

In a memorandum dated April 12, 2011, a **Recommendation to Settle Workers Compensation Matter of Lawrence Winkelspecht vs. New Jersey Turnpike Authority (Total Disability)** was approved.

Lawrence Winkelspecht is a retired Parkway Division Maintenance Person 1. He was hired June 22, 1987 and retired effective January 1, 2009 under a Veteran's retirement. This recommended settlement will resolve a formal occupational Claim Petition filed in 2007 stemming from job related injuries. The petitioner was found by the Judge of Compensation to be 100% disabled.

The petitioner is represented by Petro, Cohen, Matarazzo and Warrington located in Northfield, NJ. The Authority is defended by Special Counsel Curt Cox of Kamensky, Cohen & Associates located in Pennington, NJ. The matter is venued in the district office of Toms River before Judge Peter Calderone.

Permanency evaluation on behalf of the petitioner was performed by Dr. Ralph Cataldo who opined 85% permanent partial total, and when work related and non-work related disabilities are combined, Dr. Cataldo opines 100% total disability. Permanency evaluation on behalf of the respondent was performed by Dr. Kenneth Peacock and Dr. Maria Carta who both opined 12.5% permanent partial total.

After reviewing the case, the court suggested the petitioner was totally disabled. Judge Calderone's initial recommendation was that the Authority pay 60% and the State's Second Injury Fund would pay 40%. After his review of all records, Judge Calderone felt that there were more pre-existing injuries than he first thought and modified his recommendation to 55% (NJTA) and 45% (Second Injury Fund).

The Law Department has reviewed this matter and agrees with the recommendation of the Special Counsel, the Authority's third party workers' compensation administrator and the Assistant Director, HR, Safety & Benefits. Authorization is, therefore, requested to allow Special Counsel to settle this matter for the sum of \$175,972.50.

127-04-2011

In a memorandum dated April 5, 2011, a **Recommendation for Authorization for the Executive Director to Execute an Easement Agreement with Transcontinental Gas Pipe Line Company, LLC to facilitate the Relocation of their Pipe Line for the New Jersey Turnpike Interchange 6 to 9 Widening Program** was approved.

As you know, the New Jersey Turnpike Authority (the "Authority") is proceeding with its plans to widen the Turnpike between Interchange 6 in Mansfield Township, Burlington County and Interchange 9 in East Brunswick Township, Middlesex County (the "Widening Program"). The roadway will be widened to 12 lanes with major modifications constructed at four interchanges. Final design is currently underway and construction has commenced.

As previously submitted to the Authority's Commissioners, the Widening Program necessitates the relocation of three pipelines that run parallel to the New Jersey Turnpike (also referred to as "Longitudinal Utilities"). One of those Longitudinal Utilities is Transcontinental Gas Pipe Line Company, LLC ("Transco"). Transco is the owner and operator of an intrastate 16 inch high pressure pipeline and accompanying facilities. In furtherance of the Widening Program, approximately 1,300 feet of Transco's pipeline was required to be removed and relocated, which resulted in the installation of approximately 4,300 feet of pipeline in the Townships of Bordentown, Chesterfield and Mansfield in the County of Burlington. As a result, Transco is seeking replacement easements for their new pipe line and appurtenant facilities. The purchase of these easement interests from private property owners have been approved under separate agenda items and the easements have been acquired. The Authority seeks Commission approval to transfer those easement rights to Transco for its relocated pipe line and facilities.

Based on the foregoing, it is requested that the Authority's Commissioners authorize and direct the Executive Director, with the assistance of the Authority's Law and Engineering Departments and in consultation with outside counsel (DeCotiis Fitzpatrick Cole & Wisler, LLP), to execute any and all documents necessary to effectuate the conveyance of the easement interests necessary for the relocation of Transco's pipeline necessitated by the Widening Program, including the execution of a Utility and Right-of-Way Agreement.

On motion by Commissioner Diaz seconded by Commissioner Pocino, the Authority unanimously approved items 123-04-2011 through 127-04-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ENGINEERING

Chief Engineer Raczynski requested approval of item number 128-04-2011 through 133-04-2011 and acceptance of item 134-04-2011. Chairman Simpson asked Raczynski for a status update of the Turnpike widening project. Raczynski indicated that the Authority was on time and on budget. Chairman Simpson asked Raczynski whether the Authority would be able to open the Parkway widening from milepost 63 to 80 by Memorial Day. Raczynski indicated that the area will be open by Memorial Day. Moved as a group the items are as follows:

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AWARD OF CONTRACTS

128-04-2011

In a document dated April 6, 2011, a **Recommendation to Award Contract No. T200.222** for the New Jersey Turnpike to Crisdel Group, Inc. for Resurfacing of Milepost 74 to 122, was approved.

This contract will provide for the resurfacing of asphalt concrete surface course pavement along Turnpike mainline roadways, ramps, shoulders and toll plazas, along with other incidental work between Milepost 74 and 122. All work is expected to be completed in 2011.

Seven bid proposals were received on April 5, 2011 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of \$5,476,000.00, may be compared to the second low bid proposal in the amount of \$5,595,550.00. Crisdel Group, Inc. has previously performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T200.222 be awarded to the low bidder, Crisdel Group, Inc. of South Plainfield, New Jersey, in the amount of \$5,476,000.00. 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 were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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

129-04-2011

In a document dated April 4, 2011, a **Recommendation to Award Contract No. T600.102B** for the New Jersey Turnpike to PKF Mark III, Inc., for installation of variable message signs at new and existing locations on the Turnpike was approved.

The work to be performed under this contract involves the installation of state-of-the-art technology variable message signs at new and existing locations in replacement of the Turnpike's existing Emergency Speed Warning/Speed Limit signs, from Milepost 84.8 to 120.0 at various Municipalities and Counties in New Jersey. All work under this construction contract will be completed in December 2012.

Seven bid proposals were received on March 30, 2011 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of \$12,689,317.50, may be compared to the second low bid proposal in the amount of \$13,301,529.85. PKF Mark III, Inc. has previously performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T600.102B be awarded to the low bidder, PKF Mark III, Inc. of Newtown, Pennsylvania, in the amount of \$12,689,317.50. 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 were procured and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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

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FINAL ACCEPTANCES OF CONTRACTS

130-04-2011

In a document dated March 30, 2011, a **Recommendation for Final Acceptance for Contract T100.089** to Joseph M. Sanzari, Inc. for Miscellaneous Structural Repairs at Milepost 0.0 to 122.0, The Pearl Harbor Memorial Turnpike Extension and the Newark Bay-Hudson County Extension, was approved.

This contract involved Turnpike Miscellaneous Structural Repairs from Milepost 0 to 122, Pearl Harbor Memorial Turnpike Extension, and Newark Bay-Hudson County Extension in Salem, Gloucester, Camden, Burlington, Mercer, Middlesex, Union, Essex, Hudson and Bergen Counties. The contract was advertised and there were seven bidders. The contract was awarded on December 30, 2008 to the low bidder, Joseph M. Sanzari, Inc. 90 W Franklin Street, Hackensack, NJ 07601 in the total amount of \$1,378,307.00.

During the course of the contract, there was five Change Orders for a total increase of \$543,251.01, adjusting the final total amount of this contract to \$1,921,558.01

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultants and the Chief Engineer.

All required contract documents including the Engineer's Final Certification, Maintenance Bond, Affidavit of Prevailing Wage and the Final Payment Certificate (16F) have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Law Department advises that there are no liens outstanding against the Contractor.

We concur and recommend that Contract No. T100.089 be accepted, and that final payment in the amount of \$119,158.12 be made to the Contractor.

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PROFESSIONAL SERVICES (OPSs)

131-04-2011

In a document dated April 4, 2011, a **Recommendation to Issue Order for Professional Services No. A3319** for the Garden State Parkway and New Jersey Turnpike to Greenman-Pedersen, Inc.

Supervision of Construction Services for Contract No. T600.102B for the Installation of Variable Message Signs at New and Existing Locations on the Turnpike, North and Contract No. P600.102E to Installation of Variable Message Signs at at New and Existing Locations on the Parkway North was approved.

This Order for Professional Services will provide supervision of construction services for the above listed two individual construction contracts to ensure that the referenced contracts are constructed in accordance with the Contract Plans and Specifications.

This assignment is classified as a "Complex Project" since the cost exceeds \$2,000,000.00. The Solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and 57 engineering firms were prequalified and eligible under Profile Code B153 -- Roadway Construction Inspection. Six firms submitted EOIs by the closing date of November 30, 2010.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking: 1) Greenman-Pedersen, Inc.; 2) Dewberry-Goodkind, Inc.; and 3) KS Engineers, P.C. These three firms were requested to submit Technical and sealed Fee Proposals. The Committee reviewed and evaluated each firm's Technical Proposal and final scoring resulted in Greenman-Pedersen, Inc. being the highest technically ranked firm. The fee submitted has been reviewed, negotiated, and is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. A3319 be issued to the firm of Greenman-Pedersen, Inc. of Lebanon, New Jersey, not to exceed the amount of \$2,638,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.2 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).

132-04-2011

In a document dated April 6, 2011, a **Recommendation to Issue Supplement A to Order for Professional Services No. A3250** for the Garden State Parkway and New Jersey Turnpike to URS Corporation for Engineering Department Supplemental Staffing was approved.

This Order for Professional Services was issued at the May 2009 Commission Meeting in the amount of \$1,000,000 to provide professional services to assist the Engineering Department by supplementing its staff with professionals of various levels of expertise in both design and construction. The Consultant's staff has been engaged in a number of assignments to assist in the development, management and/or oversight of construction contracts of the \$7 Billion Ten-Year Capital Investment Program. The Consultant has also provided support staff to assist with administrative functions and technical positions in support of the Engineering Departments charge, including assistance with the Authority's project management system, CapEx Manager. The duration of the OPS is two years, with the option of a one-year extension as approved by the Executive Director.

URS Corporation has provided an individual to assist the Engineering Department's Specifications Section with CapEx Manager. CapEx Manager is unique and it takes an individual some time to understand the system before becoming competent and conversant in its intricacies in order to be the point person for the Authority. The Engineering Department's Project Engineer who has overseen CapEx and is the Authority's point person, will be taking a new position in the Structures Section to assist in significant key assignments of the Authority's Capital Investment Program. Accordingly, it is necessary to extend the professional services of URS Corporation to assist the Authority with CapEx Manager while the Engineering Department works to backfill this critical full time staff position.

Supplement A is recommended at this time to amend the terms of OPS A3250 by increasing its authorized amount from \$1,000,000 to \$1,150,000. This additional \$150,000 is being established exclusively to extend the professional services to support the Engineering Department in the management of CapEx until a full time Engineer can be retained. Upon filling the position, an appropriate transition period is required given the criticalness of maintaining management continuity of CapEx. The cost provided for under Supplement A is sufficient to accomplish this effort. It is further noted that as soon as this is accomplished the additional services will be terminated regardless of the funds remaining.

It is, therefore, recommended that Supplement A to Order for Professional Services No. A3250 be issued to URS Corporation, not to exceed the amount of \$150,000, with compensation on the same basis as the original Order for Professional Services. The addition of this amount increases the total authorized fee from \$1,000,000 to \$1,150,000. The original contract was procured pursuant to 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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NON-COMPETITIVE PROCUREMENT**MISCELLANEOUS**

133-04-2011

In a document dated April 4, 2011, a **Recommendation to Authorize Reimbursement to Matrix Development Corporation for Removal of Environmental Contamination on Turnpike Property for Environmental Projects** was approved.

Environmental contamination has been discovered on a parcel of property that was acquired by the Authority in conjunction with the Route 92 project. The contamination extends onto the adjacent parcel that is owned by the Matrix Development Group, Inc. (Matrix). Matrix is in the process of remediating the contamination on their property and it has been determined that it would be cost effective to remediate the Authority's property simultaneously, with Matrix taking the lead and the Authority reimbursing Matrix for the portion of the cleanup involving the Authority's parcel. In May 2007 the Executive Director authorized reimbursement to Matrix in an amount up to \$25,000 under delegated authority to undertake investigations necessary to define the physical limits and composition of the contamination. The Executive Director authorized an additional \$10,000 for these efforts in April of 2010, increasing the authorized reimbursement amount to \$35,000.

Based on the results of the subject investigation it has been determined that the Authority's share of the actual remediation of the contamination will be in an amount not to exceed \$125,000. The Authority will reimburse Matrix based upon actual costs incurred by Matrix as verified by the submittal of invoices by Matrix. The work will include the preparation of a health and safety plan and wetland permit application, soil excavation, transportation and

disposal of contaminated soil, site restoration, preparation and submittal of a final report to the NJDEP and project management.

It is therefore recommended that authorization be provided to reimburse Matrix Development Group, Inc. for the above referenced environmental remediation work in an amount not to exceed \$125,000.

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MISCELLANEOUS

ACKNOWLEDGE REPORTS OF ENGINEERING EXPENDITURES UNDER DELEGATED AUTHORITY

134-04-2011

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

- Construction Progress Report
- Change Order Summary
- Utility Order Report

On motion by Commissioner Diaz and seconded by Treasurer DuPont, the Authority unanimously approved items 128-04-2011 through 133-04-2011; 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 134-04-2011 and received same for file.

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PURCHASING

Director of Purchasing Andrea Ward requested approval of item numbers 135-04-2011 through 148-04-2011. Moved as a group those items are as follows:

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PUBLIC BID SOLICITATIONS

135-04-2011

In a document dated April 13, 2011, **a Recommendation to purchase bucket trucks from Ditschman Flemington Ford** was approved.

Authorization is requested to award a contract for the purchase of two 34-foot one-ton telescoping bucket trucks. Requests for bids were distributed to 12 vendors. Bidders were required to supply a unit price for the bucket truck with accessories as per the specifications. On March 28, 2011, six bids were received as follows:

	<u>Total Price</u>
DDFLM, LLC, Ditschman Flemington Ford Lincoln Mercury Flemington, NJ	\$ 109,804.00
Equipment Technology, LLC, Oklahoma City, OK	\$ 114,991.32
Altec Industries, Inc., Birmingham, AL	\$ 118,318.00
Chas S. Winner Inc., dba Winner Ford, Cherry Hill, NJ	\$ 121,846.00
Gabrielli Kenworth of NJ, LLC, Dayton, NJ	\$ 123,984.00
H A DeHart and Son, Inc., Thorofare, NJ	\$ 127,970.00

Department Estimate: \$130,000.00

Bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of 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 also 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 to DDFLM, LLC, Ditschman Flemington Ford Lincoln Mercury in a total amount not to exceed \$109,804.00.

136-04-2011

In a document dated April 27, 2011, **a Recommendation to purchase Magnetic Toll Tickets from Magnetic Ticket & Label Corporation** was approved.

The Technology and Administrative Services Department ("TAS") requisitioned a two-year contract for the purchase of 45,000,000 magnetic toll tickets annually. Toll tickets are used by non-EZ Pass patrons who utilize the New Jersey Turnpike and pay a toll based on the entry and exit locations. Requests for bids were distributed to eight vendors. Two bids were received on March 28, 2011. Bid results are as follows:

	<u>Total Price</u> (Two Years)
Magnetic Ticket and Label Corp., Dallas, TX	\$583,200.00
Southland Printing Co., Inc., Shreveport, LA	\$585,000.00

Department Estimate: \$585,000.00 (two years)

Bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of 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 also 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 two-year contract to Magnetic Ticket & Label Corp. in a total amount not to exceed \$583,200.00 (\$291,600.00 annually), subject to funding availability at the time of order.

137-04-2011

In a document dated April 12, 2011, **a Recommendation to purchase Print Shop Paper Supplies to Central Lewmar** was approved.

Authorization is requested to award a one-year contract for Paper Supplies to be used by the Print Shop. Requests for bids were distributed to 14 vendors. Bidders were required to quote on 39 line items, including but not limited to various size long grain paper, [NCR reverse paper], white envelopes and latex seal Kraft envelopes. On March 28, 2011, four bids were received as follows:

	<u>Total Price</u>
Central Lewmar A Division of International Paper Company, Clifton, NJ	\$ 69,661.50
Paper Mart Inc., East Hanover, NJ	\$121,018.88

Department Estimate: \$91,000.00

Non-Compliance:

RIS Paper Company Inc., a/k/a Ariva Distribution Inc., Pennsauken, NJ submitted a bid proposal for the referenced contract. RIS Paper Company proposed 12 exceptions to the requirements, changed the number of products in the cases on 14 line items and deviated from the specifications on four line items. Office Services staff reviewed Ariva's proposal and determined that the paper substitutions being offered for the four line items were significant deviations and deemed them unacceptable substitutes. Specifically, the paper substitution proposed by Ariva for Lines 18, 19, 20 and 29 were all lower grade papers and larger in dimensions than the required size. The specifications for line items 18, 19 and 20 of 14" x 20" size paper are to comport with the Print Shop's press capacity which cannot accommodate paper sizes beyond those dimensions. In addition, Ariva's proposed paper weights are significantly above the specified weight (74 lbs versus the required 100 lbs). Paterson Papers, Inc. dba Paterson Card and Paper Company, Paterson, NJ also submitted a bid proposal but this bidder did not supply a unit price for Line Item No. 14, and their proposal was deemed incomplete. The Bid Sheet Instructions state that: "Vendors must supply a price for every item listed. Bids not having a price in all listed items may be rejected." Therefore, it is recommended that the bid proposals submitted by RIS Paper Company and Paterson Papers Company be rejected. The bid proposal submitted by Central Lewmar is compliant with the specifications.

Bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of 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 also 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 one-year contract to Central Lewmar Company a Division of International Paper Company. in a total amount not to exceed \$69,661.50, subject to funding availability at the time of ordering.

138-04-2011

In a document dated April 14, 2011, **a Recommendation to purchase Print Shop Supplies to SAS Graphic Supply** was approved.

Authorization is requested to award two one-year contracts for printing supplies used by the Print Shop. Requests for bids were distributed to 13 vendors. Bidders were required to quote on items within four printing brand Sections: 1) Section A - six "Konica" or equivalent items; 2) Section B - six "Citiplate" or equivalent items; 3) Section C - 47 Miscellaneous items; and 4) Section D - 20 Canon 8160 printer (compatible) items, primarily different sizes of ink cartridges. Bidders could quote on one or all Sections, as long as they provided prices for each item within a Section. On March 31, 2011, three bids were received as follows:

	<u>Section A</u>	<u>Section B</u>	<u>Section C</u>	<u>Section D</u>
	<u>Konica</u>	<u>Citiplate</u>	<u>Miscellaneous</u>	<u>Cannon</u>
SAS Graphic Supply, Union, NJ	\$ 7,095.00	\$ 8,310.00	\$ 22,057.55	\$ 20,515.00
Philben Litho Supply Co., Inc., Sayreville, NJ	\$ 7,905.00	\$ 6,157.42	\$ 23,102.06	\$ 20,748.64
Presstek Inc., Des Plaines, IL	\$ *	\$ 3,758.00*	*	No Bid

Department Estimate: \$64,533.00 (based on previous expenditure)

Non-Compliance:

Presstek Inc. submitted a bid proposal for three Sections (A, B and C), but this bidder did not supply unit prices for two line items in Sections A and four line items in Section C. Page 12 of the bid specifications state that "Vendors must supply a price for every item listed in a Section. Bidders not supplying a bid price for all items listed within a Section will have the proposal for that Section rejected". Thus, Presstek Inc.'s bid proposals for Sections A and C were rejected. In addition, Presstek Inc. did provide units prices for all items in Section B and submitted the lowest bid amount. However, this bidder proposed equivalent products for each item in the Section. The Authority's Office Services Division reviewed the bid proposals and found that Presstek Inc.'s substitution for Item No. 1 Pin Bar was too big (10" x 15 1/2") for use in the Print Shop's equipment (10" x 15"). In addition, Presstek Inc's proposed substitution does not contain the pin bar punch in the edges which are used to attach the plate to the press. Thus, it is also recommended that the bid proposal submitted by Presstek Inc. for Section B be rejected for non-compliance with the technical specifications.

Bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of 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 also 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 1) a one-year contract to SAS Graphic Supply in a total annual amount not to exceed \$50,000.00 for Sections A and C; and 2) a one-year contract to Philbin Litho Supply Co., Inc. in a total annual amount not to exceed \$6,500.00 for Section B, all subject to funding availability at the time of ordering.

139-04-2011

In a document dated April 13, 2011, **a Recommendation for Line Striping Services on the New Jersey Turnpike and Garden State Parkway to Ransome International LLC.** was approved.

Authorization is requested to award a contract for line striping services on the New Jersey Turnpike and Garden State Parkway mainline and ramps. The services include, but are not limited to, applying retro-reflective white or yellow traffic stripes or markings to the roadways' concrete pavement surfaces. Bidders were required to quote any or all of the following five Areas:

- Area "A" – North Parkway (MP 104.2 to 172.4) – 825,000 Linear Feet
- Area "B" – South Parkway (MP 0 – MP 104.02) – 875,000 Linear Feet
- Area "C" – South Turnpike (MP 0 – MP 73), including Pearl Harbor Memorial Turnpike Extension
655,000 Linear Feet
- Area "D" – Central Turnpike (MP 73 – MP 106) 750,000 Linear Feet
- Area "E" – North Turnpike (MP 106 – MP 122.1) including the Eastern and Western Spurs and

Newark Bay/Hudson County Extension - 460,000 Linear Feet

Requests for bids were distributed to six (6) bidders and on April 7, 2011, three bid proposals were received. Bid results are as follows:

	Traffic Lines Inc. Farmingdale, NJ	Zone Striping Inc. Glassboro, NJ	Denville Line Painting Inc. Rockaway, NJ
Area "A"	<u>\$213,150.00</u>	\$336,583.77	\$530,000.00
Area "B"	<u>\$197,750.00</u>	\$330,750.00	\$612,500.00
Area "C"	<u>\$178,160.00</u>	NO BID	\$524,000.00
Area "D"	<u>\$164,250.00</u>	NO BID	\$600,000.00
Area "E"	<u>\$172,960.00</u>	NO BID	<u>\$460,000.00</u>
Total:	<u>\$926,270.00</u>		\$2,726,500.00

Department Estimate: \$958,500.00.

Bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of 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 also 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 one-year contract to Traffic Lines, Inc., in a total amount not to exceed \$926,270.00, subject to funding availability at the time of ordering.

140-04-2011

In a document dated April 13, 2011, **a Recommendation for 7-Yard Stainless Steel Body Dump Trucks to Mall Chevrolet Inc.** was approved.

At the August 31, 2010 Board of Commissioners Meeting (Agenda Item #214A-10), the Authority awarded a contract to Ransome International, LLC (formerly known as Freedom International), Philadelphia, PA for the purchase of (30) 7-yard stainless steel body dump trucks. The contract included a 3-year open-end option to purchase additional trucks at the same price, terms and conditions.

Authorization is requested to purchase an additional 28 stainless steel body dump trucks under the open-end option provision. These are replacements for older model equipment, which will be sold at a public surplus sale.

The underlying bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to award a contract to Ransome International LLC., in a total amount not to exceed \$3,791,207.56, subject to funding availability at the time of ordering.

141-04-2011

In a document dated April 14, 2011, **a Recommendation for ¾ Ton 4-Wheel Pick-up Trucks and Snow Plows with Accessories to Mall Chevrolet Inc.** was approved.

At the August 31, 2010 Board of Commissioners Meeting (Agenda Item #214C-10), the Authority awarded a contract to Mall Chevrolet Inc., Cherry Hill, NJ for the purchase of five ¾-ton, conventional cab, 4-wheel drive, pick-up trucks and five snow plows all with accessories. The contract included a 3-year open-end option to purchase additional trucks at the same price, terms and conditions.

Authorization is requested to purchase an additional 15 ¾-ton pick-up trucks and 10 snow plows with accessories under the open-end option provision. These are replacements for older model equipment, which will be sold at a public surplus sale.

The underlying bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This contract is in compliance with Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008).

Accordingly, authorization is requested to award a contract to Mall Chevrolet Inc., in a total amount not to exceed \$438,985.00.

142-04-2011

In a document dated April 11, 2011, **a Recommendation to purchase Safety and First Aid Supplies to Duraware Glove and Safety Co. Inc.** was approved.

In April 2009, the Authority awarded a contract to Duraware Glove and Safety Co., inc. to supply Safety and First- Aid Supplies. This contract is utilized primarily by the Human Resources Department for the supply of items such as bandages, cold packs, eye wash, safety glasses and face shields for Authority personnel. The Inventory Division has requested that Contract No. 1154-1 be increased by \$5,000.00 as the authorized amount has been depleted. This contract is in its first year extension scheduled to expire on May 28, 2011. The Authority has the option to extend for an additional one-year period under the same terms and conditions.

This contract was publicly bid in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2 and Executive Order 37 (Corzine 2006).

Accordingly, approval is requested to increase the authorized amount of Contract No. 1154-1 by \$5,000.00 for a new authorized amount of \$51,000.00.

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STATE CONTRACTS

143-04-2011

In a document dated April 13, 2011, **a Recommendation to purchase Chevrolet Four-Wheel Drive Tahoes to Day Chevrolet, Inc.** was approved.

The NJ State Police (Troop D) requisitioned seven Chevrolet four wheel drive "Tahoe" police vehicles. This purchase is part of an ongoing program to replace State Police vehicles having mileage in excess of 100,000 miles, those involved in accidents, and those having had major mechanical failures. In addition, as a result of recent winter events, the State Police has a greater need for 4x4 vehicles in the fleet. These vehicles offer safer navigation of roadways required to assist stranded motorists as well as responding to emergency situations.

This contract was procured 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). Accordingly, authorization is requested to award the referenced State Contract to Day Chevrolet Inc., in the amount not to exceed \$204,397.34.

144-04-2011

In a document dated April 13, 2011, **a Recommendation to purchase Chevrolet Two-Wheel Drive Tahoes to Mall Chevrolet, Inc.** was approved.

The NJ State Police (Troop D) requisitioned 33 Chevrolet two-wheel drive Tahoe police pursuit vehicles. This purchase is part of an ongoing program to replace State Police vehicles having mileage in excess of 100,000 miles, those involved in accidents, and those having had major mechanical failures. Furthermore, these vehicles are replacing high mileage Crown Victoria sedans, which the Ford Motor Company is phasing out. According to the State Police, the Tahoe is a better replacement for the sedans, offering additional room to accommodate all the equipment required in a pursuit rated vehicle.

This contract was procured 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). Accordingly, authorization is requested to award the referenced State Contract to Day Chevrolet Inc., in the amount not to \$809,445.27.

145-04-2011

In a document dated April 13, 2011, **a Recommendation to purchase firewall Infrastructure Upgrade to EPlus Technology, Inc.** was approved.

The Technology and Administrative Services (TAS) Department requisitioned equipment and materials to expand and upgrade the Authority's current computer network firewall protection system. The Authority is currently in the process of implementing several high performance software projects in conjunction with the NJ Department of Transportation (NJDOT). These projects include but are not limited to Delcan Core Software as well as the Traffic Prediction Tool Programs at the Statewide Traffic Management Center. These software suites will receive and process data from thousands of Intelligent Transportation System (ITS) devices. Presently the firewall and core routers which enable secure, fast, and effective information sharing between agencies have reached their capacities, and with the added video and data streams will become ineffective if not updated.

The current firewall system is manufactured by Cisco Systems, and is the ideal replacement system, due to the fact that NJDOT and all other Authority extranet partners also

operate Cisco equipment.

The upgrade and replacement equipment and materials can be procured through NJ State Contract No. 73979 with the Western States Contracting Alliance ("WSCA"). The State Contract is valid until May 31, 2012. This WSCA contract provides access to several technology providers, and therefore requires public entities to obtain competitive price quotations from three providers when procurement exceeds \$150,000. Thus, quotes were solicited from the following three authorized Cisco dealers:

Vendor	Total Amount
EPlus Technology, Inc., Hamilton, NJ - Authorized Cisco Dealer	\$ 844,824.40
TransNet Corporation, Somerville, NJ - Authorized Cisco Dealer	\$ 1,031,472.00
Cisco Systems, Inc., San Jose, CA – Manufacturer	\$ 1,036,938.20

This contract was procured 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). Accordingly, authorization is requested to award the referenced State Contract to EPlus Technology, Inc., in the amount of \$844,824.40.

146-04-2011

In a document dated April 14, 2011, **a Recommendation to purchase Telephone PBX System Replacement and Upgrade to NEC Corporation of America** was approved.

The Technology and Administrative Services (TAS) Department requisitioned four Public Branch Exchange (PBX) telephone systems to replace and upgrade current systems in use at Authority facilities. The new PBX systems will be installed at the following four facilities: 1) Cranbury substation (servicing Interchanges 7 and 8A on the New Jersey Turnpike); 2) Woodbridge substation (servicing the Basset Building and Sayreville State Police facility); 3) Bloomfield State Police barracks; and 4) Bass River State Police barracks. These PBX systems will replace ones which are at the end of expected life cycles. Specifically, the new PBX systems will provide remote voice services to the facilities. The contract includes the purchase of 50 new NEC phones with ADA adaptors for use by operators at the Statewide Traffic Management Center; as well as hardware, software, and installation. Software licenses and training are also included.

This contract was procured 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). Accordingly, authorization is requested to award the referenced State Contract to NEC Corporation of America, in the amount of \$204,113.03.

147-04-2011

In a document dated April 12, 2011, **a Recommendation for Copier Rentals to Canon Business Solutions** was approved.

The Office Services Department requisitioned this contract for the rental of six Canon copiers, for a term of four years. These copiers will be placed at various Authority and State Police locations, and will replace copiers currently leased under Authority Contract 856 which is scheduled to expire June 30, 2011. The base rental rates for the copiers will include 12,000 copies per month, all repairs, parts, travel time, maintenance, and also toner, and staples.

This contract was procured 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). Accordingly, authorization is requested to award a the referenced State Contract to Canon Business Solutions in the amount of \$51,000.00.

148-04-2011

In a document dated April 15, 2011, **a Recommendation for Electrical Supplies and Equipment to Jewel Electric Supply Co.** was approved.

The Maintenance Department has requisitioned a contract for electrical supplies and equipment, for use throughout both roadways' facilities as well as for inventory replenishment. Under this contract, Jewel Electrical Supply Company will provide over one hundred different line items, including but not limited to electrical boxes, wire, fixtures, conduit and many other essential electrical repair parts. The Authority will utilize NJ State Contract No. 75179, which expires September 30, 2012.

This contract was procured 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). Accordingly, authorization is requested to award the referenced State Contract to Jewel Electric Supply in the amount of \$600,000.00.

On motion by Vice Chairman Gravino seconded by Treasurer DuPont, the Authority unanimously approved items 135-04-2011 through 148-04-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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GENERAL BUSINESS

Director of Human Resources requested approval of item number 149-04-2011. The Authority's Family Medical Leave Act, Family Leave Act, and Paid Leave Insurance Policies have been updated in accordance with guidelines from the Federal Government and the State of New Jersey. Moved is the item as follows:

149-04-2011

In a memorandum dated April 15, 2011, **Authorization to Amend the Family and Medical Leave Policy and Procedures** was approved.

The Authority's Family and Medical Leave Policy was first approved at the Commission Meeting of March 30, 2004. The Policy addressed obligations under both the Federal Family and Medical Leave Act and the New Jersey Family Leave Act. These laws have since been revised. It is requested that authorization be given to amend the New Jersey Turnpike Authority's policies, which include the Federal Family Medical Leave Action, the State Family Leave Act and the New Jersey Family Leave Insurance to reflect the changes adopted at the Federal and State levels.

In addition to amending said policies, it is requested that authorization be granted to adopt a Discretionary Leave Policy to address rare circumstances in which the Executive Director may wish to grant a leave to a person who is not otherwise entitled to utilize FMLA or NJFLA leave.

Attached for your review and approval are copies of the revised policies. Your favorable consideration of these proposed policies is respectfully requested. General Counsel has reviewed the policies and concurs in this recommendation.

 <u>PERSONNEL POLICIES & PROCEDURES GUIDE</u>		
APPLIES TO: ☒ Executives ☒ Union ☒ Management ☒ Non-Union ☒ Supervisors ☒ OCT ☒ Professionals ☒ Operating		DISTRIBUTION:
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EFFECTIVE: April 5, 2004	APPROVED:	Approved at Commission Meeting of: March 30, 2004
POLICY Family and Medical Leave		REV: 03/2011

Family and Medical Leave

In accordance with the federal Family and Medical Leave Act ("FMLA"), the Authority provides eligible employees with up to 12 weeks of unpaid medical and family leave during any 12-month period and up to 26 workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the Authority's policies implementing the FMLA.

1. Leave Available

Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12)-month period for any one or more of the following reasons:

The birth of a child and to care for the newborn child, the placement of a child with the employee for adoption or foster care; ;

To care for a family member with a serious health condition; or

- An employee's own serious health condition that makes the employee unable to perform the functions of their job. Generally, the incapacity must result in the employee's inability to work for more than three consecutive days, although there are exceptions to this rule.

- Any qualifying exigency arising out of the fact that the spouse, child or parent of the employee is on active duty in the Regular Armed Forces, the National Guard or the Reserves, or has been notified of an impending call to active duty status in support of a contingency operation.

In addition, eligible employees who are either a spouse, son, daughter, parent or next of kin of a Covered Servicemember shall be entitled to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the Covered Servicemember. During this single 12-month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of 26 workweeks of leave under this Section 1 of this Policy.

2. Definitions

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

"Eligible Employee" means an individual who has been employed by the Authority for at least 12 months, has worked (including union release time but excluding sick, vacation, personal, and compensatory time, as well as time out on TDB or while collecting workers' compensation) at least 1250 hours during the preceding 12-month period, and is employed at a worksite with at least 50 employees within 75 miles of that worksite.

"Family Member" means a child, spouse or parent.

"Intermittent Leave" means leave taken in separate blocks of time due to a single qualifying reason. Under this policy the Authority will not permit intermittent leave in increments less than one-hour blocks.

"Next of kin" means the nearest blood relative of the individual.

"Parent" means a biological parent or an individual who stands or stood *in loco parentis* to an employee when the employee was a son or daughter as defined below. It does not include parents "in law."

"Qualifying Exigency" covers a number of broad categories of reasons and activities, including short-notice deployment, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-dept activities, and additional activities agreed to by the employer and the employee.

"Reduced Leave Schedule" means a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. Reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

"Serious Health Condition" The definition of a "serious health condition" is governed by applicable law but generally means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

"Serious Injury or Illness" means an injury or illness incurred by a Covered Servicemember in the line of duty or on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating so long as such illness or injury manifests itself within five (5) years of the completion of active duty.

"Son or daughter" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and "incapable of self-care because of a mental or physical disability.

"Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employer resides, including common law marriage in states where it is recognized.

3. Eligibility Requirements

Any employee who has been employed by the Authority for twelve (12) months or more and worked 1,250 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period. The twelve (12) month period shall be determined by using a rolling twelve (12) month period that commences with the first day of leave taken.

Leave to care for a child after birth, adoption, or foster care must conclude within twelve (12) months of the child's birth or placement.

If both spouses work for the Authority they may only take a total of twelve (12) weeks between them in order to care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition. Each spouse may be entitled to additional leave for other qualifying reasons under the FMLA, such as the employee's own illness or for the serious illness of the employee's child. Any questions regarding such additional leave should be addressed to the Human Resources Department.

4. Notice Requirements

When the leave is foreseeable, at least thirty (30) days' advance notice to the Human Resources Department is required. If thirty (30) days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

5. Certification and Reporting Requirements

Where leave is taken to care for a family member with a serious health condition or because of the employee's own serious health condition, medical certification is required and periodic recertification may be required. The Authority will not seek any employee's genetic information while processing their FMLA request. However, the Authority may lawfully receive family medical history pursuant to an individual's request for FMLA leave to care for a seriously ill family member. In addition, where the leave is taken because of the employee's own serious health condition, a certification of fitness to return to work may be required.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the Regular Armed Forces, National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. Absent unusual circumstances, both certifications must be provided within 15 days.

For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Servicemember to support such leave. Absent unusual circumstances, such certification must be provided within 15 days.

The Authority will also require periodic status reports from employees concerning their intended return date. An unexcused failure to provide requested documentation may result in the denial or suspension of leave. The Authority may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Authority may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

6. Utilization of Paid Leave

In certain circumstances FMLA leave will run concurrently with paid leave. For example, in many cases individuals who are on leave due to a work related illness or injury will be paid through the worker's compensation system; and, their available FMLA leave time will run concurrently. Similarly, employees on disability for non-work related illnesses may be paid through Authority policies. In addition, some employees may be eligible to collect Family Leave Insurance benefits from the State. All such time shall run concurrently with available FMLA leave to the extent permitted by law. In addition, employees of the Authority are required to use their earned vacation and sick time (but not personal or compensatory time) as part of their FMLA leave. All paid leave must be used before the employee transfers to unpaid status. The paid leave will be counted against available leave under the FMLA and will not extend the leave period.

7. Coordination with other Leave Policies

The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this

policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law. You will be provided such information by the Human Resources Department.

8. **Intermittent Leave**

When medically necessary, leave taken because of an employee's own serious health condition or the serious health condition of a family member, for military exigency leave or to care for a Covered Service member may be taken on an intermittent or reduced work schedule basis. The Authority may require an employee taking intermittent or reduced work schedule leave to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule to the extent permitted by law. The Authority, at its sole discretion and with prior approval, also may grant intermittent leave for the care of a newborn, newly adopted or newly placed infant on a fixed schedule based on operational needs. Employees will not be permitted to take intermittent leave in increments of less than one-hour for each leave request. Employees seeking such leave should also consult the Authority's Reduced Work Week policy.

9. **Employment and Benefits Protection**

During FMLA leave, health benefits will continue for up to twelve (12) weeks in each rolling twelve (12) month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a certification from his/her health care provider that he/she is medically able to resume work. In addition, the employee may be subject to a fit for duty examination by the Authority's physician. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Authority within two business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment. Individuals identified as "key employees" (the highest paid 10% of salaried employees at the work site or within a 75 mile radius of that work site) may not be returned to their former or equivalent position if restoration will cause substantial economic injury to the Authority.

10. **State Leave Laws**

New Jersey provides additional leave similar to that provided under the FMLA, as set forth in the Authority's New Jersey Family Leave Act policy. The Authority will comply with these state law provisions to the extent they provide for more generous benefits. State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

11. **Questions**

Employees are encouraged to discuss questions regarding the FMLA or parallel state leave laws with the Human Resources Department.

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POLICY New Jersey Family Leave				REV: 03/2011	

New Jersey Family Leave Act

In accordance with the New Jersey Family Leave Act of 1990 ("NJFLA"), the Authority provides eligible employees with up to 12 weeks of unpaid leave during any 24-month period for certain reasons. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights

and obligations under the NJFLA and the Authority's policies implementing the NJFLA.

1. Leave Available

Eligible employees may take up to a total of 12 weeks of unpaid leave during any 24-month period for any one or more of the following reasons:

- The birth of a child of the employee and in order to care for such child.*
- The placement of a child with the employee for adoption or foster care.*
- To provide care to a family member (child, parent, grandparent, parent-in-law, step-parent or spouse) who has a serious health condition.

*Leave for this reason must be consecutive and must begin by the end of the 12 month period after the birth or placement for adoption or foster care.

Unlike the FMLA, the NJFLA does not provide leave for one's own serious health condition.

2. Definitions

"CHILD"

Includes a biological child, adopted child, foster child, step child, a legal ward, a child with whom the employee has a parent-child relationship as defined by law (regardless of biological or legal relationship) or child over whom the employee has sole or joint legal or physical custody, care, guardianship or visitation who is under 18 years of age; or who is 18 years of age or older and incapable of self-care because of a mental or physical disability.

"ELIGIBLE EMPLOYEE" means a New Jersey employee who has been employed by the Authority for at least 12 months (not necessarily 12 consecutive months) and has worked (including union release time but excluding sick, vacation, personal, and compensatory time, as well as time out on TDB or while collecting workers' compensation) a minimum of 1000 hours during the 12 months prior to the request for Family Leave.

The Authority may, however, deny leave to a key employee (among the highest paid 5% of employees or one of seven highest paid employees) if restoration will cause substantial and grievous economic injury to the operations of the Authority and the employee is informed of the Authority's intent to deny at the time the Authority determined the denial is necessary.

"FAMILY MEMBER"

Includes a child, parent, spouse, or one partner in a civil union couple.

"HEALTH CARE PROVIDER"

Any person licensed under Federal, state, or local law, or the laws of a foreign nation, to provide health care services; or any other person who has been authorized to provide health care by a licensed health care provider.

"INTERMITTENT LEAVE"

Intermittent leave means a non-consecutive leave comprised of intervals each of which is at least one but less than 12 workweeks within a consecutive 12 month period.

"PARENT"

Includes a biological parent, adoptive parent, foster parent, step parent, parent-in-law, or legal guardian having a parent-child relationship with a child as defined by law or having sole or joint legal or physical custody, care, guardianship or visitation with a child.

"REDUCED LEAVE"

Reduced leave means a non-consecutive leave of up to the equivalent of twelve (12) workweeks which is taken in increments of not less than one workday, unless otherwise agreed to by the employee and the employer, but less than one workweek at a time.

"REDUCED LEAVE SCHEDULE"

Reduced leave schedule means a reduced leave that is scheduled for not more than twenty-four (24) consecutive weeks.

"SERIOUS HEALTH CONDITION"

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider involving:

- a. A period of incapacity of more than three consecutive calendar days from work, school or other regular daily activities which involves treatment two or more times by a health care provider or treatment by a health care provider on one occasion which results in a regimen of continuing treatment under the supervision of a health care provider;

- b. Any period of incapacity due to pregnancy, or for prenatal care;
- c. Any period of incapacity or treatment due to a chronic serious health condition;
- d. A period of incapacity which is permanent or long-term (e.g., Alzheimer's, a severe stroke, or the terminal states of a disease).
- e. Any period of absence to receive multiple treatments for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment (e.g., chemotherapy to treat cancer, physiotherapy to treat severe arthritis, dialysis to treat kidney disease).

In cases of a serious health condition of a family member, such leave may be permitted in circumstances when it is needed, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt Authority operations.

"SPOUSE"

A person to whom an individual is lawfully married as defined by New Jersey law.

3. Eligibility Requirements

Any eligible employee may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twenty-four (24) month period. The twenty-four (24) month period shall be measured using a rolling 24-month period that commences with the first day the leave is taken.

The Authority will grant a family leave to more than one employee from the same family (for example, a husband and a wife, or a brother and a sister) at the same time, provided such employees are otherwise eligible for the leave.

4. Notice Requirements

Any employee wishing to take NJFLA leave should request such leave from the Human Resources Department. When the leave is foreseeable, at least thirty (30) days' advance notice is required. If thirty (30) days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

5. Certification and Reporting Requirements

Where leave is taken to care for a family member with a serious health condition, medical certification is required and periodic recertification may be required. The Authority may lawfully receive family medical history pursuant to an individual's request for New Jersey Family Leave to care for a seriously ill family member.

The Authority will also require periodic status reports from employees concerning their intended return date. An unexcused failure to provide requested documentation may result in the denial or suspension of leave. The Authority may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Authority may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

In all cases of leave for medical reasons, the Authority reserves the right to request a second medical opinion, at its own expense, by a health care provider of its choice. Where the certifications differ, the Authority may, at its expense, require a third opinion by a health care provider approved jointly by the Authority and the employee. Periodic re-certification may be required for absences which exceed 30 days and/or if any extension of medical leave is requested.

Any certification will be maintained as confidential medical records and kept separate from the employee's Human Resources file.

6. Utilization of Paid Leave

In certain circumstances NJFLA leave will run concurrently with paid leave. For example, some employees will be eligible to receive state benefits, such as Family Leave Insurance while on NJFLA leave. In addition, other Authority policies may offer paid time off such as sick, administrative/personal or vacation time. All such time shall run concurrently with available NJFLA leave to the extent permitted by law. In addition, employees of the Authority are required to use their earned vacation and sick time (but not personal or compensatory time) as part of their NJFLA leave. All paid leave must be used before the employee transfers to unpaid status. The paid leave will be counted against available leave under the NJFLA and will not extend the leave period.

7. Coordination with other Leave Policies

The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to federal law, this leave will also run concurrently with NJFLA leave to the extent permitted by law. You will be provided such information by the Human Resources Department.

8. Intermittent and Reduced Schedule Leave

Except in connection with the birth, adoption, or placement of a healthy child, an employee who is eligible for NJFLA leave may be entitled to work a reduced schedule or receive periodic time off from work. Of course, the Authority may exercise its discretion and permit a reduced schedule or periodic time off for birth, adoption or placement of a healthy child.

Any employee taking family leave on a reduced leave schedule shall not be entitled to such leave for more than a twenty-four (24) consecutive week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive 24 month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

Where a reduced work schedule or intermittent leave is taken to care for a family member for foreseeable planned medical treatment of a family member, the Authority may temporarily transfer the employee to a comparable position that better accommodates the employee's recurring periods of leave.

In other cases in which an employee is eligible for NJFLA leave, such as the birth, adoption or placement of a healthy child, the Authority will review the individual circumstances involved and determine whether such reduced or intermittent leave will be permitted. If the Authority offers reduced or intermittent leave in these circumstances the Authority may temporarily transfer the employee to a comparable position that better accommodates the employee's recurring periods of leave.

Any permitted time off based on a reduced work schedule or intermittent leave will be treated in the same manner as absences under this NJFLA leave policy, and such absences will be applied against the leave permitted under this policy.

9. Employment Benefits Protection

During the leave, health benefits will continue for up to twelve (12) weeks in each rolling twenty-four (24) month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work.

When an employee is receiving pay for Sick and/or Vacation time, all payroll deductions for health insurance can continue from the normal paycheck.

When an employee is not receiving a paycheck while taking NJFLA leave, the employee will be required to reimburse the Authority for the employee's contribution to the employee's health insurance premium. Such continuation of benefits should be arranged with the Human Resources Department prior to commencement of leave. Failure to make such premium payments in a timely manner (by the end of the month in which they are due) may result in termination of health care benefits after proper notice (15 days) to the employee.

If the date on which the employee is scheduled to return to work from NJFLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Authority within two business days of the change.

Subject to some limited exceptions, an employee returning from NJFLA leave will be reinstated to the same or an equivalent position with the same pay, benefits and terms and conditions prior to leave.

10. Federal Leave Laws

Many employees who are eligible for NJFLA may also be eligible for leave pursuant to the federal Family and Medical Leave Act. Federal leave law benefits will run concurrently with NJFLA benefits to the extent permitted by law.

11. Questions

Employees are encouraged to discuss questions or request additional information regarding the NJFLA, FMLA or other state leave laws with the Human Resources Department. Information about the New Jersey Family Leave Act may also be obtained from the New Jersey Division on Civil Rights (973) 648-2700 or on their website.

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POLICY New Jersey Family Leave Insurance					REV:

New Jersey Family Leave Insurance

New Jersey Family Leave Insurance ("FLI") benefits provides eligible employees up to 6 weeks of benefits to covered employees for the following reasons:

Bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.

Care for a family member with a serious health condition supported by certification provided by a health care provider. Claims may be filed for six consecutive weeks, for intermittent weeks or for 42 intermittent days during a 12 month period beginning with the first date of the claim.

Eligibility

The State will determine eligibility and benefits based upon specific wage requirements and documentation. In many instances, there is a one week waiting period before FLI benefits will commence.

Definitions

"Family Member" means a child, spouse, domestic partner, civil union partner or parent of a covered individual.

"Child" means a biological, adopted or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years or age or older but incapable of self-care because of mental or physical impairment.

Notice to Employer

Employees must provide 30 days notice to the Authority if their absence will be to care for a child after birth or adoption.

Employees must provide 15 days notice to the Authority for intermittent leaves unless emergent circumstances prohibit such notice.

Employees must provide notice to the Authority in a reasonable and practicable manner if notice is for non-intermittent leave to care for a family member with a serious health condition unless emergent circumstances prohibit such notice.

Concurrency with Sick, Vacation and Other Personal Leave

Employees receiving FLI benefits will be required to use any accrued sick and vacation time (but not personal or compensatory time), with a maximum of two weeks, prior to taking FLI benefits. The State will reduce the number of days of FLI benefit by the number of days paid at full wage by the Authority. Once an employee has applied for FLI benefits, s/he will not be permitted to be paid for more than two weeks of accrued vacation, sick, personal or compensatory time while awaiting the State's decision on the FLI application.

Employees may not collect FLI benefits simultaneously with any other Authority temporary disability benefit, workers' compensation or unemployment compensation.

Return to Employment

Absence while receiving FLI benefits is not job protected leave. Restoration to employment will be governed by the FMLA, NJFLA, Authority policy and other applicable federal and state laws.

Additional Information

Appropriate forms can be obtained from the Human Resources Department. Information about New Jersey Family Leave Insurance may also be obtained from the New Jersey Division of Temporary Disability at (609) 292-7060 or on their website.

			
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EFFECTIVE: April 12, 2010	APPROVED:		Approved at Commission Meeting of: March 30, 2010
POLICY Discretionary Leave			REV:

The Authority will comply with all federal, state and local leave law requirements to the extent it is subject to such laws (e.g., FMLA, NJFLA, jury duty, military leave). To the extent that an employee is not eligible for FMLA or NJFLA leave or has exhausted such leave, the employee may apply for leave under this policy, which may or may not be granted, at the sole discretion of the Executive Director of the Authority.

The Authority maintains its own discretionary leave policy, which employees may seek to utilize if they need time off of work because of family, medical or personal circumstances. Appropriate circumstances to seek leave include, but are not limited to: (1) leave for one's own serious health condition; (2) leave for the care of an immediate family member with a serious health condition; or (3) leave to care for a newborn, newly adopted child or newly placed foster child. Such leaves shall be granted at the sole discretion of the Authority, which will also determine the terms and conditions of the leave if granted, including its length. In general, the length of such leave (when granted) will be based on the circumstances for which the leave was requested as well as the Authority's business needs. In addition, approved leaves are typically unpaid; however, an employee may seek to receive benefits pursuant to any applicable law, such as worker's compensation, NJ Temporary Disability benefits, NJ Family Leave Insurance benefits, or Authority policy, such as short term disability. In addition, at the sole discretion of the Authority, employees may be required (or permitted) to use all accrued sick, vacation, and/or personal time before going on an unpaid leave.

All applications for discretionary leave should be made in writing to the Executive Director of the Authority who may grant such leave in rare circumstances at his/her sole discretion. If a discretionary leave is granted pursuant to this policy, the Authority may, at its sole discretion, elect to continue the employee's health care and/or other benefits as if the employee were actively employed. Given the burden presented by lengthy absences, such leaves will only be granted in very limited circumstances, as determined by the Authority in its sole discretion.

Employees should discuss with management whether they will be restored to the same or similar position upon completion of an approved leave. This policy, in no way, should be construed to either guarantee the granting of a leave or guarantee a leave under this policy guarantees restoration of employment upon conclusion of the leave.

The Authority reserves the right to amend or eliminate the Discretionary Leave policy at any time, without notice. Employees having any questions regarding this policy should contact the Human Resources Department.

On motion by Treasurer DuPont and seconded by Commissioner Pocino, the Authority unanimously approved item 149-04-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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FINANCE

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Chief Financial Officer Donna Manuelli requested approval of item number 150-04-2011. Chairman Simpson indicated that page 5 provided a helpful breakdown of Authority spending by department. The information shows how the Authority is managing its resources and it is an example of the full transparency of the Authority's finances. Moved is the items as follows:

150-04-2011

Chief Financial Officer Donna Manuelli presented the **Financial Summary** for the three months ended March 31, 2011.

On motion by Vice Chairman Gravino and seconded by Treasurer DuPont the Authority unanimously approved item 150-04-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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Chief Financial Officer Donna Manuelli requested approval of item number 151-04-2011. Moved is the items as follows:

151-04-2011

In a memorandum dated April 11, 2011, **Authorization to Amend Adopted 2011 Maintenance Reserve Fund Budget** was approved.

At the December 15, 2010 Commission Meeting, the Authority adopted the 2011 Maintenance Reserve Fund budget in the amount of \$68,465,000. At this time it is necessary to increase the approved 2011 budget by \$14,000,000. The requested increase to the adopted 2011 budget is for additional resurfacing projects to be performed on the New Jersey Turnpike and the Garden State Parkway. As of December 31, 2010 our audited uncommitted cash and investments in the Maintenance Reserve Fund total \$14,013,208. If approved, the uncommitted funds will be utilized for these 2011 needs.

Therefore it is requested that approval be granted to increase the approved 2011 Maintenance Reserve Fund budget by \$14,000,000 as listed below:

**New Jersey Turnpike Authority
Maintenance Reserve Fund**

<u>Project Number</u>	<u>Project Name</u>	<u>Approved 2011 Budget</u>	<u>Proposed 2011 Budget</u>
03010001	TPK-Bridge Repairs	\$24,000,000	\$24,000,000
03010002	TPK-Resurfacing	12,000,000	19,000,000
03020001	GSP-Bridge Repairs	19,950,000	19,950,000
03020005	GSP-Resurfacing	12,000,000	19,000,000
03999999	Contingency	515,000	515,000
		<u>\$68,465,000</u>	<u>\$82,465,000</u>

On motion by Treasurer DuPont and seconded by Commissioner Singleton the Authority unanimously approved item 151-04-2011; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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OPERATIONS

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Director of Operations Sean Hill requested approval of item number 152-04-2011. Chairman Simpson indicated that fatalities were up for both the Turnpike and Parkway. He asked whether the Authority has analyzed where these accidents occurred and whether they were related to the work zone areas. ED Hakim stated that there is no indication that accidents are up in the work zone areas. She added that the Authority and State Police are kicking off another safety program and they are taking a hard look to determine where these accidents are occurring so together we can reduce the number of fatalities. Major Hines indicated that State Police is increasing DWI enforcement and is working closely with Operations to add safety

measures where needed.

Chairman Simpson stated that there seems to be a regular overturning of tractor trailers. Major Hines indicated that truck traffic has increased recently and more truck traffic leads to more truck accidents. He stated that State Police is reviewing truck accidents. He added that the 101 days of summer safety campaign will begin Memorial Day weekend. Chairman Simpson asked if the State Police had an awareness campaign with truckers. Major Hines advised that he would look into this campaign and further stated that State Police is working with the truckers to build relationships. Moved is the item as follows:

152-04-2011

Director of Operations Sean Hill requested acceptance of the **Resume of All Fatal Accidents** for the Garden State Parkway and New Jersey Turnpike: Period 1/1/11 through 4/6/11; both with 2010-2011 Yearly Comparisons through March 31, 2011.

On motion by Commissioner Pocino and seconded by Commissioner Hodes, the Authority unanimously accepted the reports and received for file.

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STATE POLICE

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Major Hines requested approval of item number 153-04-2011. Moved is the item as follows:

153-04-2011

Major Hines requested acceptance of the **New Jersey State Police Troops D Activity Reports**, For March, 2011, with 2010 – 2011 Yearly Comparisons

On motion by Vice Chairman Gravino, seconded by Commissioner Pocino, the Authority unanimously accepted the reports and received for file.

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PUBLIC COMMENT

Chairman Simpson opened the floor to public comment on matters relating to the current agenda and all other matters.

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Daniel Benson, Assemblyman

Assemblyman Benson spoke regarding privatization and encouraged the commissioners to vote no. Benson asked the Board to sit down with the workers and negotiate. A solution can be found with the workers and the residents of the State of New Jersey.

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Faye Stoddard, Local 194

Ms. Stoddard is a toll collector and single mother of three (3). She has worked with the Authority for fifteen (15) years as both a part-time full-time toll collector. She said her job has allowed her to provide a stable home for her family. She said that on May 18, 2009 the toll booth in which she was working was struck and she became trapped in the booth till extracted by State Police. Ms. Stoddard suffered several injuries and still feels the effects today. After she recovered physically, she retained a psychological fear of working in a toll booth again. Her doctors told her to quit her job. But she could not afford to quit so she took baby steps and got help from a therapist and psychiatrist until she worked her way back to an eight (8) hour day. She said her job can be difficult because toll collectors have to deal with hostile patrons, work holidays, and work in emergency situations. Yet she said people still consider toll collectors glorified cashiers. She asked the Commissioners not to privatize her job so she can continue to provide for her family.

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Joseph Hopkins, Local 194

Mr. Hopkins is a Local 194 Auto Technician who works at Central Shops. Mr. Hopkins

stated that the toll collectors are middle class citizens of this great State. They are a part of the reason why the communities prosper and they pay sales tax like everyone else. If the Authority privatizes, the toll collectors will experience a financial disaster, and their families, communities and ultimately the State will all suffer. Mr. Hopkins asked, "Do we need to do this just to give the appearance that the state's financial woes will be resolved by this one act of privatization?" The reality is that privatization will probably only increase the amount that the Authority gives to the State for the overall deficit it is facing. But privatization is not the answer. The president of Local 194 has made proposals to Turnpike management but the proposals fall on deaf ears. Mr. Hopkins believes this privatization effort is a national movement to attack the middle class, specifically unions and the collective bargaining process. He stated that these are tough economic times and Local 194 is willing to make concessions. Please give them the chance to negotiate.

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Franceline Ehret, Local 194

Ms. Ehret addressed agenda item 149-04-2011 indicating that the FMLA policy has to be negotiated with her union because it deals with the conditions of the workers and the Authority does not have the right to change it without negotiating it with the union.

Ms. Ehret's union submitted a substantial 4-year proposal to save the Authority \$24 million. The union worked hard to meet the goals indicated by the Authority and exceeded them, yet the union still has not received a response from the Authority. Ms. Ehret addressed Chairman Simpson's testimony that was made in front of the Assembly State Government Committee and indicated that the concerns he addressed were reflected in the package of concession submitted by the union. The package included recommendations that all toll collectors take a \$6,000 pay cut starting in July, 2011 to make their salaries even with maintenance workers and all members to take a 3.5% pay cut across-the-board. Employees have to be able to pay their bills, survive and support their families so the union is willing to spread the pain out over the entire membership and not just drive the toll collectors into poverty. The package addresses more concessions such as: removing the separation package, giving up overtime to part-timer collectors, and removing bonuses. The union wants to hear back from the Authority and know where the Authority stands. It was reported that the Governor has forbidden the Authority to talk to the union. There was an advertisement for toll collector positions on careerbuilders.com and the bids were not even due to the Authority yet. Is that not something that the Authority should be concerned about? The questions that are asked deserved to be answered.

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Frank Forst, Local 194

Mr. Forst stated that this was a very heavy day. He hopes that the union would be vindicated. Mr. Forst said that the Authority filed two frivolous charges against the union so he knows that the Authority understands what PERC is. However, the Authority is not responding to the comprehensive proposal submitted by Local 194 and is unwilling to negotiate. The employees of the Authority are good people, toll collectors are active people on the line, not cashiers at Wal-Mart. There are some vicious people that come through the toll booths as represented in the State Police report where Mr. Forst quoted the number of aggravated assaults reported; these are the types of people that the toll collectors have to deal with regularly. The Authority should negotiate with the union through the collective bargaining process.

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Virginia Scuzzese, Local 194 Toll Collector

Ms. Scuzzese is a toll collector on the midnight shift and has been a toll collector since 1989. Ms. Scuzzese indicated that she loves her job. She is a college graduate. She feels at home as a toll collector, shop steward, and a member of the scholarship committee. Ms. Scuzzese is grateful for her job and she asked that the Authority allow the toll collectors to continue to contribute to the success of the Turnpike. She asked the Authority not to privatize.

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Rae Roeder, CWA 1033

Ms. Roeder indicated that she attended last week's Assembly hearing on toll collector privatization. She said that after Chairman Simpson gave his testimony he left the hearing room and did not stay to listen to the other witnesses. No one has the courage to stand up to this Board. But there are a lot of people in this room who will.

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Paul Shearon, IFPTE

Mr. Shearon said the Authority's unwillingness to negotiate is disrespectful to the employees.

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Christopher Pipa, SCIU32BJ

Mr. Pipa has worked with contractors to raise standards and improve training for thousands of workers in New Jersey and other states. Mr. Pipa understands the types of companies that bid on privatization contracts and they have many pitfalls. These include wage and hour violations, and being forced to pay back wages. Contractors do not save the state money because they fail to provide adequate health plans to their employees therefore the employees seek state-provided benefits.

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Jim Walsh, Coalition on Privatization

Mr. Walsh is concerned about the adverse impact of privatization. The refusal to negotiate is unconscionable; privatization should not be used as a tool to do a run around collective bargaining agreements. Private contractors will reduce pay. Families will lose their homes and be out on the streets. Negotiate a contract with these workers and do not put them out on the streets.

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Greg Junemann, President of IFPTE

Mr. Junemann indicated that there has not been one speaker that has argued for privatization. The workers have dedicated their careers and have done everything they were asked to do. The Authority owes these workers the opportunity to engage in collective bargaining. Ms. Stoddard's story is worth talking about and for others to hear. It is time for the Authority to step up to the plate on behalf of the workers who have done so much for the Turnpike and Parkway because they are owed that much. The Authority should do the right thing and negotiate a contract.

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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:

- A. Personnel;
- B. Purchase, Lease or Acquisition of Real Property;
- C. Pending or Anticipated Litigation; and/or
- D. Contract Negotiations.

The motion was made by Commissioner Hodes and seconded by Vice Chairman Gravino, 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 11:01 a.m.; Chairman Simpson resumed the public portion of the meeting.

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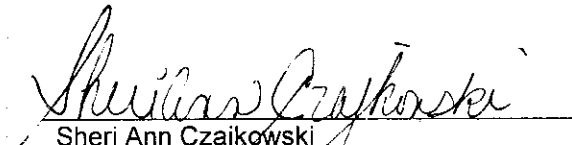
ANNOUNCEMENTS

Chairman Simpson announced that a Special Meeting is scheduled for Friday, April 29, 2011 at 2:00 p.m. in the Authority's Board Room and toll collection matters, including the Request for Proposals for Toll Attendant Services and its effect on certain collective bargaining agreements with Local 194 and 196 will be at issue. Formal action may be taken at that time.

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The motion to adjourn was made by Chairman Simpson, Vice Chairman Gravino and seconded by Commissioner Diaz and, after the voice vote, the motion was duly adopted. The Authority adjourned at 11:07 a.m., to meet on Tuesday, May 24, 2011, at 9:30 A.M.

ATTEST:


Sheri Ann Czajkowski
Assistant Secretary


Veronique Hakim,
Executive Director

Corporate Seal

Date: April 29, 2011