

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT BY THE
NORTH HUDSON SEWERAGE AUTHORITY AS A CONSTITUENT MEMBER
OF THE NEW JERSEY HARBOR DISCHARGERS GROUP**

MOTIONED BY: Velazquez

SECONDED BY: Gardiner

WHEREAS, the North Hudson Sewerage Authority (hereinafter "Authority") is a public body, duly formed under the Sewerage Authorities law, constituting Chapter 138 of the Laws of New Jersey of 1946, as amended (Chapter 14A of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein; and

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

Bergen County Utilities Authority
Joint Meeting of Essex and Union Counties
Linden Roselle Sewerage Authority
Middlesex County Utilities Authority
North Bergen Municipal Utilities Authority
North Hudson Sewerage Authority
Passaic Valley Sewerage Commissioners
Rahway Valley Sewerage Authority
Secaucus Municipal Utilities Authority

WHEREAS, the NJHDG has accepted the proposal from Great Lakes Environmental Center (GLEC) to renew the Technical Advisor Contract in the amount of \$98,000.00 and requires each NJHDG member agency pass a resolution authorizing the signing of a contract with GLEC; and

WHEREAS, the share for the North Hudson Sewerage Authority is 7.67% of the total in the amount of \$7,516.20.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the Local Public Contracts Law, specifically N.J.S.A. 40a:11-10, the participation of the Authority is hereby approved as reasonable and necessary for the efficient operation of the North Hudson Sewerage Authority.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the contract agreement on behalf of the North Hudson Sewerage Authority, subsequent to the review and approval of the contract language by its General Counsel.

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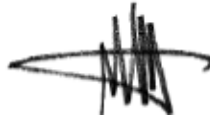
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DATED: JUNE 16, 2022

RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSENT
Commissioner Kappock			x
Commissioner Marotta	x		
Commissioner Gardiner	x		
Commissioner Friedrich	x		
Commissioner Guzman	x		
Commissioner Velazquez	x		
Commissioner Barrera	x		
Commissioner Zucconi			x
Commissioner Assadourian	x		

**THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE
NORTH HUDSON BOARD OF COMMISSIONERS ON JUNE 16, 2022.**



SECRETARY

AGREEMENT

This Agreement made this 1st day of June 2022 for the one (1) year period June 1, 2022 to May 31, 2023 by and among the Bergen County Utilities Authority (Little Ferry and Edgewater), Joint Meeting of Essex and Union Counties, Linden Roselle Sewerage Authority, Middlesex County Utilities Authority, North Bergen Municipal Utilities Authority, North Hudson Sewerage Authority, Passaic Valley Sewerage Commission, Rahway Valley Sewerage Authority, and the Secaucus Municipal Utilities Authority, bodies politic and corporate of the State of New Jersey, and Great Lakes Environmental Center with principal offices for the transaction of business located at 739 Hastings Street, Traverse City, Michigan (hereinafter referred to as "GLEC").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The NJHDG appoints and retains GLEC to serve as Technical Advisor to the NJHDG in accordance with their most recent proposal submitted on April 26, 2022 which proposal is incorporated herein by reference and made a part hereof.
2. GLEC shall perform the professional environmental services as enumerated and set forth in their proposals for the compensation set forth therein.
3. GLEC represents and warrants that it possesses all requisite degrees, accreditation, and licenses required by law to perform the services enumerated in this Agreement.

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

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

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

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

If to the NJHDG:

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

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

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

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

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

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

20. This agreement has been awarded to GLEC based on the merits and abilities Of GLEC to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to NJ.S.A. 19:44A-20A et seq. As such, the undersigned does hereby attest that GLEC, its subsidiaries, assigns or principals controlling in excess of 10% of the GLEC has neither made a contribution, reportable pursuant to the Election Law Enforcement Commission pursuant to NJ.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to *P.L. 2004, c.19*, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in Essex, Monmouth, Passaic, Bergen, Union, Hudson, Middlesex, Somerset, and Morris Counties (collectively "the Counties") and any municipality, fire district, board of education in such Counties, (together with Counties, collectively "Entities" and individually "Entity") if a member of that political party is serving in an elective public office of any Entity when the contract is awarded, or to any candidate committee of any person serving in an elective public office of any Entity when the Agreement was awarded. GLEC shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of *P.L. 2004 c. 19*, that are made during the duration of this Agreement.

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

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

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

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for GLEC or another subcontractor in the fulfillment of this Agreement where the aggregate cost of the subcontractors work exceeds 15% of the Authority's bid threshold (where the costs of the subcontractor's work in the aggregate exceeds \$6,000.00).

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

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

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

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

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

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ATTACHMENT "A"

New Jersey Harbor Dischargers Group Total Cost Per Facility

with

Great Lakes Environmental Center

TOTAL AMOUNT OF CONTRACT \$98,000

Bergen County Utilities Authority (Little Ferry & Edgewater)	11.11%	\$10,887.80.
Joint Meeting of Essex & Union Counties	10.70%	\$10,486.00
Linden Roselle Sewerage Authority	6.72%	\$6,585.60
Middlesex County Utilities Authority	15.64%	\$15,327.20
North Bergen Municipal Utilities Authority	5.76%	\$5,644.80
North Hudson Sewerage Authority	7.67%	\$7,516.60
Passaic Valley Sewerage Commission	28.19%	\$27,626.20
Rahway Valley Sewerage Authority	8.30%	\$8,134.00
Secaucus Municipal Utilities Authority	5.91%	\$5,791.80
		\$98,000.00

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

MEMBER SHARE =\$7,516.60

Witness

North Hudson Sewerage Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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



April 26, 2022

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

**Great
Lakes
Environmental
Center**

Applied
Environmental
Sciences
www.glec.com

**Traverse City
Operations**
739 Hastings St.
Traverse City
MI 49686

231 941-2230
231 941-2240 fax

**Columbus
Operations**
1295 King Ave.
Columbus
OH 43212

614 487-1040
614 487-1920 fax

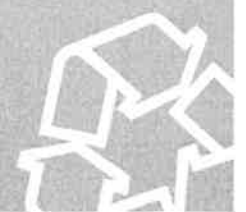
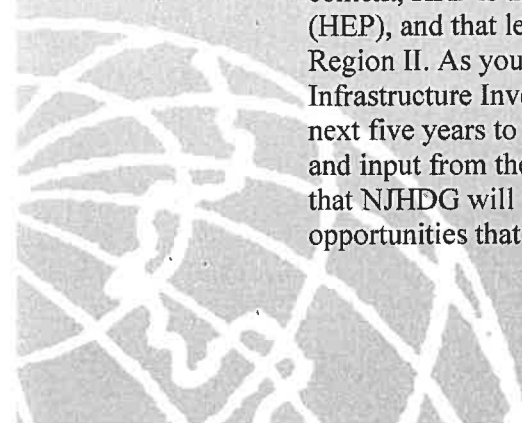
RE: NJHDG TECHNICAL SERVICES PROPOSAL for 2022/2023

Dear John:

Great Lakes Environmental Center, Inc. (GLEC) is pleased to offer this Technical Services Proposal to the New Jersey Harbor Dischargers Group (NJHDG) to cover the period June 1, 2022– to May 31, 2023. There are six Tasks, one of which is optional (Task 4) for your consideration.

Before presenting the individual Tasks (below), I first want to make you aware that as I prepared to develop this proposal, I initiated several very helpful and professional conversations with a number of water quality professionals who I respect and have been working with, on behalf of NJHDG, over the course of the past 25-30 years on Harbor-related issues. In the course of having these discussions, I want to assure you that I have always had NJHDG's best interests in mind. These conversations were initiated by me because the 2-year interruption caused by Covid-19 made it impossible for me to keep in touch with many of the senior water quality staff. Thus, with the major change in the leadership at the national level, I felt the need to catch up in order to best serve NJHDG. Here are the organizations that I spoke with in some detail: Hudson River Foundation (HRF) senior staff, senior staff from the New York City Department of Environmental Protection's (NYCDEP) water quality monitoring program, senior staff representing the New Jersey Department of Environmental Protection (NJDEP), EPA Region II senior staff and senior staff representing the Long Island Sound Estuary Program.

I used the information gained from these discussions to help provide the appropriate focus on the individual Tasks (below) for this proposal. As one collaboration example, please note the attachment to this proposal. This attachment provides an overview of a major water quality-related initiative that was provided to me by HRF. To provide some context, HRF is the organization that is responsible for the Harbor Estuary Program (HEP), and that leads the Water Quality Work Group (WQWG) on behalf of EPA Region II. As you will see in the attachment, HEP was granted (through the American Infrastructure Investment and Jobs Act) approximately \$ 900 thousand per year for the next five years to "augment the existing HEP program", and they are looking for ideas and input from the WQWG to fulfill use these resources wisely. Of course, I assume that NJHDG will want to make sure that we carefully consider the types of opportunities that could be beneficial to the New Jersey waters of the Harbor.



- **Task One:** Collaborative Interactions with the NY/NJ HEP, Including Attending Meetings of the WQWG, and Preparing Meeting Summaries for NJHDG Members - There are quarterly HEP WQWG meetings planned for the 2022-2023 contract period. I anticipate that there will likely be a total of two additional HEP general water quality-related meetings in 2022/2023 as a result of the additional funding from the “Infrastructure” legislation.

The WQWG leader (Rosana DaSilva, HEP), is doing a very good job of executing a plan that was developed to have the WQWG address a number of water quality matters over the course of 2022/2023. In the past we have been invited to HRF to share our thoughts and perspectives on future directions of the NY/NJ HEP and the WQWG. The HEP staff have always been receptive to our inputs, and I believe that similar opportunities will continue to arise over the course of the next year, particularly because of the additional “Infrastructure” funding, and because the administration in Washington is very focused on environmental protection and restoration.

Over the past 25+ years, NJHDG’s input and insights have been sought after and seriously considered by the NY/NJ Harbor HEP, Region II EPA and NJDEP. I remain confident that it is distinctly to the Group’s advantage to stay in the position of mutual respect and collaboration between NJHDG and HEP, Region II EPA and NJDEP.

Cost: The cost for these services is anticipated to be \$20,000 for the June 1, 2022-May 31, 2023 contract year.

- **Task Two:** Technical Advisor Services Related to the Further Refinement and Implementation of Water Quality Goal Requirements for the Waters of the New York/New Jersey Harbor As I indicated prior to the Pandemic, discussions on pathogens and DO/nutrients have been among the topics covered in a number of the remote WQWG meetings over the course of the last 2 years. Ultimately, the water quality criteria and standards that are adopted and used in the Harbor will be significantly influenced by the discussions and products developed under the WQWG. For example, earlier this week I was called by a senior NJDEP staff member who wanted some information about how NJDEP might incorporate a Water Quality Criterion for selenium into NJDEP’s Water Quality Standards. I was also told that other modifications to Water Quality Standards may be under consideration by EPA Region II. Some of these standards will be new to NJDEP and NJHDG. This is the type of activity that GLEC will continue to track for NJHDG and continue to stay engaged with HEP, EPA and NJDEP to ensure that NJHDG member’s perspectives are taken into consideration throughout any decision-making processes. An additional consideration that may well be introduced once again is related to how the “shared waters” are handled from a Water Quality Standards/compliance perspective. Interestingly, EPA Region II has stated publicly that the Agency is open to more “scientifically-based” ambient water quality goals

Of course, NJHDG needs to stay informed on NJDEP's current position related to TMDL implementation (and other water quality goals). We all recognize that there has been little emphasis/activity in this area over the course of the last three or four years. Nevertheless, there is uncertainty about how the regulatory agencies will proceed from an environmental/regulatory approach now that a more environmentally-engaged administration is operating in Washington, which enhances the need for experienced representation with NJDEP, EPA and HEP, as needed.

We will prepare a summary of each meeting attended at HEP (or other locations as needed) on behalf of NJHDG, and we will inform NJHDG when particularly important issues arise that call for an NJHDG meeting. As in the past, if appropriate, GLEC will also arrange for key regulatory staff or other scientists involved in the water quality goal-development process (or other Harbor water quality matters) to attend NJHDG meetings and provide additional regulatory and technical information pertinent to NJHDG members.

Cost: The cost for these services is \$15,000 for the June 1, 2022–May 31, 2023 contract period.

- **Task Three: Technical Assistance Related to NJHDG's Water Quality Monitoring Program for the Harbor and New Jersey Tributaries** - NJHDG's ambient water quality monitoring program was initiated in late 2003 and has continued for the last 19 years. GLEC worked with HEP, NJDEP, New York City and NJHDG members to prepare the original Quality Assurance Project Plan (QAPP), and Harbor-wide water quality reports for the years 2004-2006, 2007-2009 and 2007-2018. GLEC secured the funding from HEP for the two initial Harbor-wide report production efforts. In addition, GLEC was awarded a contract with HRF/HEP to assist HEP/HRF staff in preparing an up-to-date Harbor-wide report, which is now available through HRF.

Under this Task in 2022/2023, GLEC will continue to assist NJHDG in refining the QAPP and the quality assurance/quality control procedures for the monitoring program to reflect modifications to the QAPP, as needed. Since the initiation of NJHDG's monitoring program, GLEC has performed a quality assurance check on the data generated under this program, which we plan to continue for the June 1, 2022– to May 31, 2023 period. Finally, GLEC will also continue to play an oversight role for the monitoring program (including assistance with updating the QAPP as needed to reflect changes made to the program after the original QAPP was developed, as was recently directed by NJDEP).

Cost: The cost for Task Three of this contract period (June 1, 2022-May 31, 2023) is \$23,000.

- **Task Four (optional): Technical Assistance Contingency** - In the past, the Group has expressed an interest in having a modest allocation of funding available on a

contingency basis to provide technical assistance to the Group for water quality/regulatory matters that may arise over the course of the contract period. An example of one of the types of technical assistance that may be needed is work on regulatory matters related to Water Quality Standards development/implementation that could arise in 2022/2023.

Cost: The optional cost for this service (if requested) for the contract period June 2022-May 2023 is \$10,000.

- **Task Five:** Work related to new (but yet to be defined) Clean Water Act (CWA) Compliance Initiatives – Based on several conversations I have had with EPA Region II colleagues, I have come to believe that the Biden administration may have some funding for scientific/regulatory initiatives that are not currently being addressed through the HEP Water Quality Work Groups. Therefore, it seems prudent to have some additional funding available for scientific/regulatory initiatives that are not currently being addressed through the HEP WQWG.

The best way to accomplish that objective is to maintain close connections with HEP, NJDEP water quality standards and permitting staff, and with Region II EPA staff in order to stay current on any thoughts/plans that could result in additional unexpected work. For example, requested modifications to NJHDG's Harbor monitoring program might be requested to help assess compliance with the Fishable Swimmable goal of the CWA, and/or other regulatory activities that Region II and NJDEP might be considering under the new EPA administration.

Cost: Given the obvious uncertainty associated with the amount of work that will be needed in order to stay well-informed on the regulatory developments related to water quality over the next year, I have estimated the cost for this Task to be \$15,000. Of course, if some unexpected regulatory needs arise that cannot be predicted at this time, I will communicate the information to NJHDG so that we can collectively determine how to proceed.

- **Task Six:** Represent NJHDG's best interests during the development of an up to date "Regional-Scale, System-Wide DO/Nutrients Modeling Framework" as the work proceeds over this contract year. As I indicated over the last year, the NJ waters of the Harbor and the NJ tributaries to the Harbor will be a component of the new regional-scale DO/nutrients modeling program for Long Island Sound because of the connection between the East River and the Sound. At this time, the only element that has not really been discussed is related to the question of how the work for the NJ side of the Harbor will be paid for. Of course, NYCDEP, EPA and the Long Island Sound Estuary Program would be interested in having NJHDG step forward and offer to pay a "representative" share of the cost for the program. But, the last time this topic was discussed among the NJHDG members there did not (understandably at that point in time) seem to be much of an appetite for partially funding that type of effort.

As you may recall from previous progress reports on this topic, HDR (formerly Hydroqual) was awarded the contract for this program. We can expect the program to be carried out using a phased integrated modeling approach. As the scope of work (SOW) is currently designed, it consists of hydrodynamic and water quality models, watershed models and ecological models. That is the scope of the effort as proposed by the Technical Advisory Committee (TAC), with input from other modeling experts, and in coordination academic researchers and regulatory staff from EPA and the States of New York and New Jersey. There is a meeting planned for September 8, at which time we will be discussing HDR's modeling progress. The Model Evaluation Group (MEG) will be reviewing a revised model selection report, and will be providing comments. We will review the report and the comments of the MEG when they are available. We will also review work accomplished to date, including data collection and the Quality Assurance Project Plan, and important next steps.

In addition to the MEG for this program, the TAC, will play an important role as advisors for this program; I am currently a member of the Technical Advisory Committee representing NJHDG.

Cost: I am estimating the cost for this contract year to be \$15,000 for attending meetings, reviewing documents and providing comments on those documents.

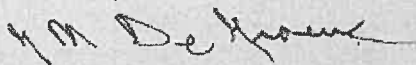
Total Program Costs: Based on the costs outlined above, the total 2022/2023 cost for the TA contract is \$98,000 (including the costing for the one optional Task).

Staffing: The GLEC staff members who are likely to work on the above Tasks include myself (all Tasks: at a minimum in a limited oversight role); Charlie Dujardin: Senior Water Quality Modeler—Tasks One, Two, Three, Five and Six; Dale White: Senior Water Quality Modeler—Tasks Two, Three, Five and Six; Bill Arnold: Senior GIS and Mapping Researcher—Tasks Two, Three, Five and Six; Jennifer Hansen: Senior Water Quality Scientist and GLEC's Quality Assurance Officer—Task Three; Tyler Linton: Senior Aquatic Toxicologist—Tasks Two and Five.

GLEC has 60 employees, and any number of those individuals (and potentially others) could be called upon to fulfill different roles for projects that we cannot foresee at this time, but the six above individuals are likely candidates for working the most on the Tasks presented in this proposal.

If there are any questions or comments about this proposal, please don't hesitate to contact me at 231-499-0813 or mick@glec.com.

Sincerely,



Mick DeGraeve
Director