

Agenda Date: 12/16/15  
Agenda Item: 5C

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

WATER

|                                      |   |                           |
|--------------------------------------|---|---------------------------|
| IN THE MATTER OF DRAFT SERVICES      | ) | ORDER APPROVING A PUBLIC- |
| AGREEMENT FOR THE OPERATION,         | ) | PRIVATE CONTRACT BETWEEN  |
| MANAGEMENT, MAINTENANCE AND REPAIR   | ) | THE CITY OF CAMDEN AND    |
| OF THE CITY OF CAMDEN'S WATER SUPPLY | ) | AMERICAN WATER OPERATIONS |
| AND SEWER COLLECTION SYSTEMS         | ) | AND MAINTENANCE, INC.     |
|                                      | ) |                           |
|                                      | ) | DOCKET NO. WO15101178     |

**Parties of Record:**

**Ryan J. Scerbo, Esq.**, DeCotiis, FitzPatrick & Cole, LLP, on behalf of the City of Camden  
**Stephen R. Bishop, Esq.**, Corporate Counsel, American Water Enterprises Group, on behalf of American Water Operations and Maintenance, Inc.  
**Stefanie A. Brand, Esq.**, Director, New Jersey Division of Rate Counsel

BY THE BOARD:<sup>1</sup>

On October 6, 2015, pursuant to the New Jersey Water Supply Public-Private Contracting Act (the "Water Act"), N.J.S.A. 58:26-19 et seq., and the New Jersey Wastewater Treatment Public-Private Contracting Act, N.J.S.A. 58:27-19 et seq. (collectively the "Acts"), the City of Camden (the "Petitioner" or "Camden") submitted an application (the "Petition"), which was subsequently certified, for approval of a contract with American Water Operations and Maintenance, Inc., ("American Water") for the operation, management, maintenance, and repair of the City of Camden's Water Supply and Sewer Collection Systems.

The Petitioner makes this application in accordance with N.J.S.A. 58:26-24(f) and N.J.S.A. 58:26-25 to the New Jersey Board of Public Utilities ("Board"), the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board ("DCA") and the New Jersey Department of Environmental Protection ("DEP").

The Water Act authorizes public entities to enter into contracts with private firms for the provision of water supply services. Water supply services, as defined by the Water Act, mean "the financing, designing, construction, improvement, operation, maintenance, administration, or

<sup>1</sup> Commissioner Upendra J. Chivukula recused himself due to a potential conflict of interest and as such took no part in the discussion or deliberation of this matter. Commissioner Joseph L. Fiordaliso was not present at the December 16, 2015 agenda meeting.

any combination thereof, of a water supply facility which services are provided pursuant to [the Water Act]." N.J.S.A. 58:26-21. Public-Private Contracts for water supply services must be submitted to the Board for review and approval. However, N.J.S.A. 58:26-25 confines the scope of the Board's review of such contracts to four specific areas. In its review of the contract, the Board shall apply the following criteria in determining whether to approve the contract:

1. The private firm entering into the contract has the financial capacity and technical and administrative experience to ensure continuity of service over the term of the contract and that the standards and requirements contained in the application documents concerning the financial, technical and administrative capacity of the private firm are necessary and sufficient to protect the public interest.
2. The terms of the contract are not unreasonable. In determining whether the terms of the contract are not unreasonable, the Board shall review the fees and charges to be charged or assessed under the contract to determine that they are reasonable to the public entity, taking into consideration all of the obligations undertaken by the private firm and all the benefits obtained by the public entity. In making this determination, the Board shall not use the traditional rate based rate of return methodology.
3. The franchise customers of a public utility participating in a contract are protected from the risks of the proposed contract and that they are not subsidizing the contract. If a private firm is not a public utility, the Board shall ensure that under the terms of the proposed contract the users of water outside of the jurisdiction or service area that will receive water supply services under the contract are also protected from the risks of the contract and that water users outside the jurisdiction or service area are not subsidizing the contract through increased charges, rates or fees for the supply of water.
4. The contract contains the provisions required by paragraphs (1), (2) and (6) of subsection e. of section 5 of P.L. 1995, c. 101 (C. 58:26-23).

[N.J.S.A. 58:26-25(c)]

The Water Act further states that once the Board approves a proposed contract, the jurisdiction of the Board terminates until or unless the contract is amended to change the formula or other basis of determining charges contained therein. N.J.S.A. 58:26-25(c)(4).

It has been held that the sovereign powers of a municipality should not be subordinated to Board jurisdiction "by inference" or "lightly implied." Jersey City Incinerator Authority v. Dept. of Pub. Util., 146 N.J. Super. 243, 255-56 (App. Div. 1976). Rather, a grant of such power "must be firmly anchored in some clear legislative delegation of jurisdiction." Id. at 256. Furthermore, the Board's own enabling statute expressly limits the Board's jurisdiction over contracts of the type under review here to the parameters of the Public-Private Contracting Act. N.J.S.A. 48:2-13 states:

Except as provided in [N.J.S.A. 58:26-25] the Board shall have no regulatory authority over the parties to a contract negotiated between a public entity and a private firm pursuant to [N.J.S.A. 58:26-19 et seq.] in connection with the performance of their respective obligations thereunder. Nothing contained in this title shall extend the powers of the Board to include any supervision and regulation of, or jurisdiction and control over, any public-private contract for the provision of water supply services established pursuant to [N.J.S.A. 58:28-19 et seq.].

In accordance with this legal mandate, the Board has limited the scope of its review to the four criteria set forth above and, for reasons discussed below, concludes that the contract meets the applicable criteria. Because the Legislature has carefully circumscribed our authority over the rates to be charged to end-use customers and other issues, the Board does not make any determination with respect to issues related to the ultimate rates to be charged by the Petitioner to its residents for services.

### **BACKGROUND/PROCEDURAL HISTORY**

The Petitioner is located in Camden County. The City of Camden is a municipal corporation within the County of Camden. As the owner and operator of a water supply, transmission and distribution system, pursuant to the County and Municipal Water Supply Act, N.J.S.A. 40A:31-1 et seq. Camden provides services to its residents.

Camden has absolute jurisdiction, pursuant to N.J.S.A. 40A:31-1 et seq., to determine the terms and conditions under which it supplies water to customers within its municipal limits. Camden determined to enter into a contract for services pursuant to the Acts.

On January 7, 2015, Camden notified DCA, the DEP and the Board of its intent to enter into a contract with a private firm for a service agreement for the operation, management, maintenance and repair of Camden's water and sewer collection systems pursuant to N.J.S.A. 58:26-23(a).

On January 7, 2015, Camden issued a notice of its request for proposals ("RFP") of vendors interested in providing a service agreement for the operation, management and maintenance and repair of Camden's water and wastewater collection system. The RFP was published in the Courier Post on January 7, 2015.

All proposals were received on March 31, 2015. Three proposals (American Water Operations and Maintenance, Veolia Water North America Operating Services, LLC and Severn Trent Services) were received and reviewed shortly thereafter. All three respondents were interviewed by the evaluation team and ultimately on May 8, 2015, American Water was selected by the evaluation team to participate in negotiations. Negotiations concerning the agreement were substantially completed the week of August 10, 2015.

Camden negotiated a contract with American Water on August 24, 2015, which included the required provisions pursuant to N.J.S.A. 58:26-23(e). Camden chose American Water over the other competitors because of its financial proposal, technical criteria, and financial strength.

Provided with the above information, Camden agreed to enter into a 10-year contract expiring on January 31, 2026 with American Water to provide it with a contract operator services agreement for Camden's water and wastewater systems. On the 5<sup>th</sup> anniversary of the commencement date and prior to the 6<sup>th</sup> anniversary, unless otherwise extended by Camden and American Water, they agree to meet and discuss in good faith potential adjustments to the Services, the Annual Service Fee, the Annual Maintenance, Repairs and Replacement Allocation and the Annual Utilities Allocation based on the initial five years of operation. During the Agreement Adjustment Period, they have the option upon mutual agreement to extend the Agreement for an additional five years until January 31, 2031.

Camden obtained a written opinion from its bond counsel, Waters, McPherson, McNeill, on August 28, 2015 in accordance with N.J.S.A. 58:26-23(g).

A public hearing on the proposed contract with American Water was scheduled for September 8, 2015. Notice of the public hearing was published in the Courier-Post, the Star Ledger, and the Philadelphia Inquirer, newspapers of general circulation on August 24, 2015. This notice was published pursuant to N.J.S.A. 58:26-24(b).

A 4 p.m. public hearing was conducted on September 8, 2015 at City Hall, 520 Market Street, Camden New Jersey. A verbatim record of the hearing was produced as required pursuant to N.J.S.A. 58:26-24(d). A few members of the public spoke at the public hearing with their main issues dealing with the impact on water quality and cost.

A resolution was adopted on October 13, 2015 (Resolution No. MC-15: 4642) by the Camden Township Council authorizing the process for a public private contract with American Water, a contract operator services agreement for Camden's water and wastewater systems in accordance with the Acts.

### **TERMS OF THE PUBLIC-PRIVATE CONTRACT**

Camden established a contract with American Water to provide a service agreement for the operation, management, maintenance and repair of Camden's water and sewer collection systems for a 10-year period with an option for five additional years, located in Camden, NJ.

American Water will provide Camden with operation, management and maintenance of its water supply operations as follows:

- a) Operate and perform Maintenance, Repair and Replacement of the Water Supply System to ensure that the Water Supply System complies with all applicable local, State and federal codes and regulations, and to ensure safe and adequate drinking water for all consumers twenty-four (24) hours per day, seven (7) days per week.
- b) Exercise all pumping facilities and associated equipment as specified in the O&M Plan unless otherwise agreed to by Camden in writing.
- c) Maintain the current permitted, operational and capacity status of all wells identified in Water Allocation Permit No. 5302. Be responsible for monitoring, operating and maintaining all wells in accordance with the Water Allocation Permit in effect. Changes in permit conditions associated with permit renewals will be subject to discussions between American Water and Camden.
- d) Monitor, calibrate, and perform maintenance, repair and replacement for all existing raw water flow meters routinely in accordance with the manufacturer's recommendations and State requirements.
- e) Perform raw water monitoring in compliance with all federal, State and local regulations.
- f) Operate all treatment unit processes in accordance with the manufacturer's recommendations, and monitor their performance as required under federal, State and local regulations. Perform a treatability study within the first year by reviewing all available data on the constituents in the raw water to ascertain if the existing design parameters and treatment processes of the water treatment plants are capable of producing acceptable finished water.
- g) Monitor, calibrate, repair or replace all existing flow meters located on finished water pipelines in accordance with manufacturer recommendations and State requirements.
- h) Perform process and finished water monitoring in compliance with all federal and State regulations and requirements. Implement a Water Quality Monitoring Program in compliance with all federal, State and local regulations. Perform distribution system

monitoring in compliance with all federal and State regulations as well as applicable permits.

- i) Operate, manage and perform maintenance, repair and replacement of the mechanical dewatering facilities, and coordinate and arrange for the transportation and disposal of residuals generated by the Parkside and Morris-Delair Water Treatment Plants in accordance with all federal, State and local regulations.
- j) Maintain the combined water capacity in all storage tanks to ensure proper pressures for satisfactory service and firefighting capabilities, and that tank volume turnover is adequate to maintain the quality of the treated water stored within each tank. Ensure that all tank overflow and low level warning alarms are operational. include a tank maintenance plan as part of the O&M Plan.
- k) Maintain system pressure at a minimum of 35 psi under normal operating conditions, and at a minimum of 25 psi under emergency conditions respectively at all locations throughout the Water Supply System. Emergencies can be of any nature as determined by the police and fire departments, as well as other City officials, including extended power outages. Liaise with Camden's Emergency Management Coordinator in times of fire or other emergencies.
- l) Evaluate the system's ability to support the new demand, prior to allowing additional service connections to the distribution system. Also, confirm that all permits have been received, as necessary, prior to a new connection to the Water Supply System.
- m) Continue Camden's Cross Connection Program in accordance with Ordinance MC-3128 or the latest version thereof, as well as all applicable regulations. Be required to perform all Maintenance, Repair and Replacement and conduct testing and calibration of the backflow preventers in accordance with Camden's Cross Connection Program, N.J.A.C. 7:10 and all applicable regulations, the manufacturer's guidelines, including all City owned properties. All backflow preventers shall only be installed and tested by licensed/certified professionals. Include the cross-connection and backflow program in the O&M Plan.
- n) Maintain sampling results that are available to Camden as soon as applicable upon completion of the test. Should any of the sample test results trigger additional sampling, testing, or modification to the operation of the Water Supply System those results should be reported directly to Camden. Emergency changes to the Water Supply System operation triggered by sampling results should be given the highest priority to protect consumers. Prepare reporting data for the annual water quality report ("Consumer Confidence Report" or "CCR"). This information should be provided to Camden at least one-month prior to issuance to the customers. Distribute the CCR as part of the Billing and Collection Services being provided.
- o) Place a priority on minimizing the volume of potable water loss within the first five years of operation. Develop and implement an Annual Water Loss and Conservation Plan. Maintain an annual water loss record and develop a response plan to reduce the volume of water loss throughout the System. Corrective actions required to minimize the amount of water loss in the System shall be included in the annual Capital Improvement Plan. Additionally, be responsible for the completion of any unaccounted for water forms or reports that must be submitted to any regulatory agencies, such as, but not limited to, the New Jersey Department of Environmental Protection and the Delaware River Basin Commission. Additionally, on a quarterly basis, shall provide Camden with a Water Loss and Conservation Plan Quarterly Report on the unaccounted for water in an agreed upon format. This quarterly report shall indicate all activities completed and/or underway, record of water loss and a quarterly look ahead schedule of planned activities.
- p) Include a leak detection program in the American Water's Annual Water Loss and Conservation Plan. Detailed and accurate records should be kept to be used to identify possible leak locations. Records should be kept in such a format so they can easily be

coordinated with a map of the distribution system including the GIS maps. Field inspections will be required to locate the exact area of the leak and make appropriate repairs in a timely manner.

American Water will provide Camden with operation, management and maintenance of its sewer collection system operations as follows:

- a) Responsible for reviewing available Combined Sewer System, Sanitary Sewer System, and Storm water System (collectively referred to as the Sewer Collection System) information for the purpose of identifying discrepancies between available inventories. Resolve discrepancies and maintain an accurate inventory of the combined and separate Sewer Collection System; and be responsible for updating existing GIS information as appropriate;
- b) Operate the Sewer Collection System in compliance with all federal and State regulations and applicable permits; provide all labor, materials, machinery, vehicles and equipment necessary to perform all maintenance, repair and replacement of any manhole or sewer main and/or outfall break, fracture, collapse, or blockage including roadway repair. All maintenance, repair and replacement shall be made as soon as practicable of the reported break, fracture, collapse, or blockage and priority attention shall be given to dangers to public life and health and to those posing a threat to public and private property;
- c) Conduct the TV inspections and the Comprehensive Sewer Rehabilitation Program. This program shall, to the extent practical, include preparation of a list of abandoned service connections to the sewer pipes that were televised. The severing of the service connections will be included in the Maintenance, Repair and Replacement Allocation. Be responsible for all services lines that are on the street side of the curb line. The customer shall be responsible for the service lines that are located on the property side of the curb line and for all blockages in the service line caused by waste material discharged from the customer's property. Additionally, prior to allowing additional service connections to the Sewer Collection System, the System shall be evaluated to determine its ability to support the new demand while also being able to comply with Local Limits and the Camden County Municipal Utilities Authority's ("CCMUA") Industrial Pretreatment Program and Camden's sewer ordinances, whichever is more restrictive. Confirm that all permits have been received, as necessary, prior to a new connection to the System. New connections shall be made in accordance with federal, State and local regulations.
- d) Responsible for inspecting and performing Maintenance, Repair and Replacement at all eight (8) City-owned pumping stations on a basis predicated on industry standards, manufacturer's recommendations and field conditions unique to the individual facility. The standby power at pump stations shall be exercised at least weekly.
- e) Furnish all labor, materials, equipment and incidentals required to remove and properly dispose of the Solid Waste collected at the treatment plants, pump stations, overflow structures, netting facilities, or through cleaning of the Sewer Collection System in accordance with the requirements of all applicable federal, State and local regulations. Develop a Residuals Disposal Plan that describes the proper disposal of all residuals produced in the treatment of water at the two treatment facilities.
- f) Coordinate with a designated CCMUA staff person responsible for the IPP and notify Camden and the CCMUA regarding known and/or suspected illegal discharges. Provide reasonable assistance in the form of access, inspection, or similar activity to Camden and CCMUA for implementation of the IPP.
- g) Responsible for implementing the Overflow Response Plan, and shall utilize standard operating procedures for responding to combine sewage overflows to provide a standardized approach to the collection system release data and release reporting

- protocols. Provide a local telephone number where individuals that witness overflows can report the occurrence.
- h) Operate the Sewer Collection System, including the Capital Improvements that will be implemented, to achieve maximum treatment of wastewater flow in wet weather and to comply with applicable law and the Long Term Control Plan. Each year, a Wet Weather Operations workshop with the City shall be conducted to present and discuss proposed plans for optimizing system operation in wet weather. At the workshop, a draft Wet Weather Operations Plan shall be submitted for the upcoming year. Following the workshop, the plan shall be revised in response to Camden's comments and submit the final annual Wet Weather Operations Plan for approval.
  - i) Monitor, record and report the volume and time of each combine sewage overflows outfall discharge, in accordance with the NJPDES Permit. Upon notification of a potential dry weather overflow, a representative shall visit the overflow site as soon as possible to assess the situation and take pictures. Recommendations shall be made to the City in order to eliminate dry weather overflows.
  - j) Develop a flood mitigation plan based on a 10 year storm within ninety (90) days of the Commencement Date. This plan shall be used as a benchmark to identify system improvements for inclusion in the Capital Improvement Plan to prevent flooding and basement backups.
  - k) Utilize specialized street sweeping vehicles monthly to clean approximately 375 curb miles of City streets by collecting debris from City road curbs and gutters. A public awareness program shall be developed and implemented with coordination in Camden and be used to educate residents and businesses regarding the importance of street sweeping, notify the public of the street sweeping schedule, discourage littering, and to require different parking habits on street cleaning days. Any required signage that is proposed to educate the public regarding parking restrictions that correspond with the street sweeping program shall be approved and installed by Camden.
  - l) Clean and inspect every catch basin within the first Contract Year and then inspect semi-annually thereafter. Additionally, perform Maintenance, Repair and Replacement on any catch basin hoods that are missing and/or damaged. The catch basins and/or the pipes between catch basins and from the catch basins to the storm water mains shall be cleaned immediately if any debris, litter, or other obstruction is blocking the catch basin opening, or if there is any debris, litter, or other obstruction located in or at the bottom of the catch basin structure or at the bottom of the pipes. The catch basin and pipe cleaning program shall be included in the O&M Plan.

Camden must pay a Start-Up Services fee in the amount of \$1,800,460.00 to American Water necessary for mobilization/kickoff as well as EPA vulnerability assessment, asset assessment/audit, flood mitigation, water loss and prevention plan as well as storm-water activities. Also, included in this fee are plans for the replacement of Camden's Rolling Stock, updating the GIS, conducting a treatability study, developing a sewer collection system hydraulic model, developing a water supply system hydraulic model, conducting a yard piping survey, clearing power line rights-of-way, repairing access roads and a Facility & SCADA/Cyber Security Plan. Camden shall pay American Water an Annual Service Fee (which includes the fixed management fee) effective February 1, 2016 of \$11,250,797.00.

By letter dated December 3, 2015, the New Jersey Division of Rate Counsel advised the Board that it did not object to the Public-Private contract and was not opposed to the Board's approval of the Petition.

## DISCUSSIONS AND FINDINGS

After review of the record herein, the Board **FINDS** that the statutory criteria listed hereinabove have been met.

1. American Water Operations and Maintenance, Inc. has the financial capacity, technical and administrative experience to ensure continuity of service over the term of the contract. N.J.S.A. 58:26-25(c)(1). American Water Operations and Maintenance, Inc., is a Texas corporation whose offices are located at 1025 Laurel Oak Road, Voorhees, NJ 08043. American Water was formed in 1996 and has been providing contract operations to municipal clients since its formation. American Water has operated water treatment plants and distribution systems and wastewater collection systems and treatment plants of various sizes across the United States, from plants rated at over 100 million gallons per day to facilities serving small residential communities. In addition, American Water is an operating entity for American Water's Contract Service group, which currently manages more than 40 operation and maintenance contracts across the U.S.
2. The terms of the contract are not unreasonable given the services that are to be performed by American Water. N.J.S.A. 58:26-25(c)(2). The Board believes that under the circumstances of this matter and as set forth in the contract, a 10-year term with an additional five year option if the Parties agree is appropriate.
3. N.J.S.A. 58:26-25(c)(3) is intended to protect franchise customers outside of Camden. All of Camden's customers are located within Camden's boundaries. Thus, there is no subsidization of customers outside the municipal boundaries.
4. The contract contains provisions addressing the following:
  - N.J.S.A. 58:26-23(e)(1): The charges, rates, fees or formulas to be used to determine the charges, rates, or fees to be charged by the public entity for the water supply services to be provided.
  - N.J.S.A. 58:26-23(e)(2): The allocation of the risks of financing and constructing planned capital additions or upgrades to existing water supply facilities are incorporated.
  - N.J.S.A. 58:26-23(e)(6): The employment of current employees of the public entity whose positions of employment will be affected by the terms of the contract are addressed.

On October 6, 2015 the Petitioner submitted a Hearing Report to the DEP, which pursuant to N.J.S.A. 58:26-25(a) must complete its review and submit its comments to the Board and DCA within 60 days of its receipt thereof.

On November 6, 2015 the DEP completed its review of Camden's Hearing Report in accordance with N.J.S.A. 58:26-25(a) and provided minimal comments on this matter. NJDEP has no issues with this contract.

Therefore, based upon the above, the Board **HEREBY APPROVES** the Public-Private Contract between the City of Camden and American Water Operations and Maintenance, Inc. subject to the following provisions:

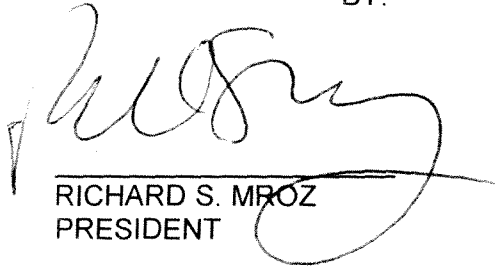


1. Camden, within ten (10) days of receipt of this Order, shall submit the approval of the Local Finance Board within the Division of Local Government Services in the Department of Community Affairs, as required by N.J.S.A. 58:26-25(a).
2. Camden shall obtain the final opinion of Bond Counsel, pursuant to N.J.S.A. 58:26-23(g) and submit the same to the Board within thirty (30) days of closing on the proposed Public-Private Contract.
3. Camden shall notify the Board if the proposed Public-Private Contract is not executed within forty-five days (45) of the date of this Order and advise as to why such contract has not been executed.
4. Any extension of the contract beyond the a 10-year term with an additional five-year option, or, pursuant to N.J.S.A. 58:26-25(c)(4), any amendment of the contract to change the formula or other basis of determining charges contained therein, shall be subject to Board review and approval.

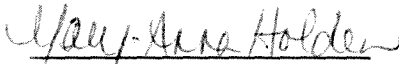
This Order shall be effective on December 26, 2015.

DATED: 12/16/15

BOARD OF PUBLIC UTILITIES  
BY:



RICHARD S. MROZ  
PRESIDENT

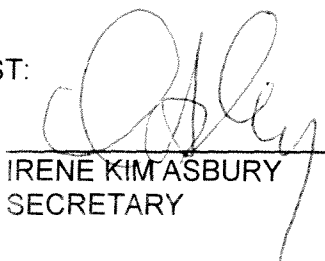


MARY-ANNA HOLDEN  
COMMISSIONER



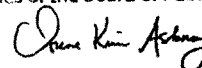
DIANNE SOLOMON  
COMMISSIONER

ATTEST:



IRENE KIM ASBURY  
SECRETARY

I HEREBY CERTIFY that the within  
document is a true copy of the original  
in the files of the Board of Public Utilities



IN THE MATTER OF DRAFT SERVICES AGREEMENT FOR THE OPERATION,  
MANAGEMENT, MAINTENANCE AND REPAIR OF THE CITY OF CAMDEN'S WATER  
SUPPLY AND SEWER COLLECTION SYSTEMS

DOCKET NO. WO15101178

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