

POLLUTION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY

MINUTES OF REGULAR MONTHLY MEETING

September 25, 2017

Chairman James Cannon called the regular monthly meeting of the Pollution Control Financing Authority of Warren County to order at approximately 9:30 am.

Authority Members present: Bud Allen, Joseph Pryor, Richard Mach and James Cannon.

ROLL CALL:	Mr. Allen	-	Present
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Present
	Mr. Mach	-	Present
	Mr. Cannon	-	Present

Also present: James Williams, Director of Operations; Dan Olshefski, Chief Financial Officer; Brian Tipton, General Counsel; Edward Smith, Freeholder Deputy Director; Jamie Banghart, Administrative Supervisor; Crystal Gild, Recording Secretary.

The Pledge of Allegiance was led by Chairman Cannon.

Mr. Cannon read the following statement: "Adequate notice of this meeting of September 25, 2017 was given in accordance with the Open Public Meetings Act by forwarding a schedule of regular meetings of the Pollution Control Financing Authority of Warren County (PCFAWC) to the Warren County Clerk, the Warren County Board of Chosen Freeholders, the Express Times, and by posting a copy thereof on the bulletin board in the office of the PCFAWC. Formal action may be taken by the PCFAWC at this meeting. Public participation is encouraged".

MINUTES

Mr. Cannon presented the regular monthly meeting minutes from August 21, 2017.

Mr. Pryor made a motion to approve the regular monthly minutes of August 21, 2017 as presented, seconded by **Mr. Allen**.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Cannon	-	Yes

Mr. Cannon presented the executive session minutes from August 21, 2017.

Mr. Allen made a motion to approve the executive session minutes of August 21, 2017 as presented, seconded by **Mr. Pryor**.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Cannon	-	Yes

CORRESPONDENCE

Mr. Williams presented a letter dated July 27, 2017 from the NJDEP to Mr. David Dech regarding approval of the 2016 Recycling Enhancement Act Tax Entitlement Grant. Mr. Williams stated that the letter simply states that the Grant was approved.

PUBLIC COMMENTS (AGENDA ITEMS ONLY)

NONE

FINANCE (Dan Olshefski)

Mr. Olshefski reported on the 2018 Draft Budget. Mr. Olshefski stated that the tonnage projections were reduced based on the current 2017 tonnage amounts. He also stated that the anticipated revenue for 2018 is \$6,500,000.00 as compared to \$7,100,000.00 in 2017.

Mr. Olshefski listed the appropriations in the 2018 proposed budget. He stated that the insurance budget lines were increased based on the current broker's projection. He also stated that the line item for salaries includes a modest 3% increase. Mr. Olshefski stated that the salary for the recycling coordinator would be paid by the PCFA through the end of 2017 and that it would not be a part of the 2018 budget. Mr. Olshefski noted that a new position for an Equipment Operator was approved in 2017 and that the salary amount is still included in the 2018 budget as vacant. Mr. Olshefski stated that other itemized line items were changed based on the activity in 2017. He noted that the leachate was reduced based on the 2017 amounts. He also noted that escrow amounts, host fees and taxes reflect the 2018 anticipated tonnages. Mr. Olshefski also noted that the county contribution is included in the 2018 proposed budget.

Mr. Olshefski stated that there are 4 capital projects incorporated in the 2018 proposed budget which total \$965,000.00. Mr. Olshefski stated that Mr. Williams could further expand upon the capital projects if needed.

Mr. Williams explained the parking lot replacement at the PCFA Administration Building in the amount of \$40,000.00. Mr. Williams noted that the parking lot is 23 years old and that it is in need of repair.

Mr. Williams stated that the replacement of the 938 Loader has been included in the 2018 proposed budget. Mr. Williams explained that this is an original loader that was purchased in 2001. Mr. Williams stated that the loader has an excess of 25,000 hours on it. He noted that it still operates and that we are

maintaining it but that it is starting to get tired. Mr. Williams stated that he thinks before we run into a catastrophic repair that in his opinion it would be a good idea to start looking to replace the loader.

Mr. Williams stated that a Budget Line Item was added for cell construction and design. He stated that this should begin sometime next year. Mr. Williams asked Mr. Olshefski if we had included this in the 2017 budget as well? Mr. Olshefski answered, yes. Mr. Cannon stated for clarification that our unencumbered funds would be used for this line item.

Mr. Williams stated that there has also been a line item added to the capital budget for an engineer site evaluation. Mr. Williams explained that this is so we can hire an engineer to provide a full evaluation of our Administration Building and the Scale House. Mr. Williams stated that the reason for this evaluation is because of the blasting that may occur with the Tilcon expansion. Mr. Williams noted that he does not foresee any damages occurring from the blasting but that if something does happen to occur we would have the evaluation as proof of our buildings condition prior to any blasting occurring in the new area.

Mr. Pryor clarified that we are not evaluating the potential impact of the blasting but that we are evaluating if we have pre-existing defects in our buildings. Mr. Williams stated his agreement.

Mr. Allen asked if there has ever been a capital reserve assessment performed by engineering. Mr. Williams answered, no.

Mr. Allen asked how we know if we have enough in capital reserve if an evaluation has not been performed? Mr. Cannon asked if Mr. Allen was referring to capital reserve for cell construction? Mr. Allen explained that costs go up and usually a periodical capital reserve assessment is performed to find out if the reserve fund needs to be adjusted.

Mr. Williams explained that a lot of these figures came from engineers, especially the cell construction figure which is based on past history and cell construction at other facilities throughout the state.

Mr. Williams stated that the figure for replacing the loader came straight from Caterpillar which reflects their 2018 costs.

Mr. Williams stated that he has not had anyone come in to give him a quote for the parking lot replacement and that he believes that this figure is high.

Mr. Allen explained that he is not referring to individual assessments. He stated that periodically, typically every 5 to 7 years, or even 10 years, a capital reserve assessment is conducted.

Mr. Pryor stated that his HOA does this regularly.

Mr. Cannon asked if there were restrictions placed on the funds in the capital reserve? Mr. Cannon stated that he recalls from previous conversations that if funds are moved into the capital reserve that there are restrictions on the funds, meaning that the funds can only be used for the specific purpose they were moved to the capital reserve for.

Mr. Olshefski stated that Mr. Cannon is correct. Mr. Olshefski stated that if the money moved into the capital reserve fund needed to be returned to the operating account that there is a procedure that would need to take place. Mr. Cannon reiterated that once it is decided that the funds are only for a certain expense that the funds can only be used for that expense. Mr. Olshefski agreed that this is correct.

Mr. Allen stated that without having an assessment done we really do not know where we are at.

Mr. Olshefski stated that Mr. Allen makes a good point. Mr. Olshefski stated that the capital plan is a 5 year plan which should be used to project out for the potential of capital disbursements for the next 5 years. Mr. Olshefski stated that our current cash on hand is \$13,600,000 and even with the \$6,600,000 that is projected to be used for the cell construction that we will still have \$7,000,000. Mr. Olshefski noted that we should be replenishing the capital reserve funds as they are being used. Mr. Olshefski explained that within the proposed 2018 budget there is a line item for equipment renewal and replacement totaling \$258,000.00 which will balance the budget because the monies will go back into the capital reserve fund and will offset the cost of the loader.

Mr. Cannon stated that we could use the site evaluation to see if we need more funds in the capital reserve. He asked Mr. Pryor if he agreed. Mr. Pryor stated that he agrees.

Mr. Pryor stated that back when we had debt we had a bond resolution which included covenants and to move monies in and out of funds we were subject to the covenants within the bond resolution. Mr. Pryor stated that he believes that we have more flexibility now since we have no debt.

Mr. Williams stated that it was a renewal and replacement fund back when we had bonds.

Mr. Pryor stated that when a bond resolution is adopted it is for the protection of the bond holders.

Mr. Olshefski stated that he believes that the majority of the \$13,600,000.00 is going to be used for capital operations because we have the monies in our operating account to cover operational expenses. Mr. Olshefski stated that the sheet put together for the capital reserve budget is to list what replacements and upgrades we will need to use the capital funds for over the next 5 years. Mr. Pryor suggested calling this sheet a reserve study and stated that this is a good start to a capital assessment. Mr. Allen agreed and stated that this should be repeated every 5, 7 or 10 years. He noted that since we currently project our capital budget over 5 years that we should perform a capital assessment every 5 years. Mr. Williams stated that this is a good point.

Mr. Cannon stated that he is the one who wanted the Site Evaluation performed. He explained that he feels that if Tilcon goes forward with expanding closer to us that there is a possibility for ramifications to our retaining wall, buildings, sidewalks, parking lot and so on from the blasting. Mr. Cannon stated that he feels that it is important for us to be able to prove our structural status before the Tilcon expansion is completed.

Mr. Olshefski stated that during the budget meeting with Mr. Williams, Mr. Cannon and himself they had discussed the line item for the health insurance. Mr. Olshefski explained that the cost of the health insurance for all employees was a net cost of \$170,000.00. He noted that in 2015 the state blended rate went up 7.4% and we paid \$236,000.00 which is significantly higher than the 7.4% increase. Mr. Olshefski explained that in 2015 4 employees changed their status and moved to the family insurance plan which is the most expensive plan. He also noted that one additional employee was added to the health insurance plan in 2015. Mr. Olshefski stated that in 2016 the state rate went up 5.8% and in 2017 the rate went up 2.4%. Mr. Olshefski stated that the projected health insurance cost for 2018 is \$244,000.00.

Mr. Cannon stated that he had asked Mr. Olshefski to provide an explanation for the significant increase in health insurance costs.

Mr. Olshefski asked if there were any other questions regarding the budget?

With no other questions, Mr. Olshefski stated that he would put the proposed 2018 PCFA budget into state format and prepare a resolution for introduction of the 2018 budget for the October PCFA meeting.

Mr. Williams asked if the state had the budget forms ready yet? Mr. Olshefski stated that the forms are going to be able to be filled out online this year and that he would check this week to see if they were available.

Mr. Olshefski presented the Financial Report for August 2017.

Mr. Olshefski stated that we are having another great financial year. Mr. Olshefski stated that there is a decrease in the volume of waste that has been brought in. He also stated that our average fee per ton is up from the prior year which is reflected in our cash balances. Mr. Olshefski explained that our unrestricted cash balance was \$12,600,000.00 at the start of 2017 and that the current unrestricted cash balance is \$13,600,000.00 which reflects an unrestricted cash balance increase of \$970,000.00. Mr. Olshefski stated that the receivables are in line and that he does not see anything that stands out.

Mr. Olshefski stated that at 67% of the way through 2017 our receivables are at 67% and our appropriation expenses are at 45%. Mr. Olshefski explained that our expenses are low due to the decrease in leachate expenses. He stated that we are having a very efficient year in terms of our operations.

Mr. Cannon stated that he asked Mr. Olshefski to provide a year-end report for either our December or January report regarding the status of our payroll. Mr. Cannon explained that he asked for this since the PCFA will begin processing the payroll internally come the New Year. Mr. Cannon explained that we have been working with the county to transition and asked Mr. Williams to further expand upon this.

Mr. Williams stated that Ms. Gild has been working hand in hand with Mrs. Corbett to learn the financial processes. Mr. Williams explained that Ms. Gild has begun performing the financial work at the PCFA office and that Ms. Corbett has been overseeing Ms. Gild from her office. Mr. Williams stated that he believes that things are working out really well. He stated that he feels that Ms. Corbett and Ms. Gild are both doing an excellent job working on transitioning the financial work. Mr. Williams stated that he believes that Ms. Gild has gained a good grasp as to what needs to be done. Mr. Williams stated that there is still more work to be done but that so far things are working out well.

Mr. Cannon asked if Mr. Williams would be able to provide the board with an overview as to whom would be performing which responsibilities come year end?

Mr. Williams stated that he wants to be sure to maintain a segregation of duties such as we do not want to have the person who is putting the cash in the drawer, taking the cash to the bank. He stated that the segregation of duties is important to prevent having an issue like we had years ago. Mr. Williams also stated that we still need to evaluate to see if the staffing that we currently have will be adequate to make this transition. He noted that we have a "skeleton crew" to conduct all of these tasks. Mr. Williams also noted that Ms. Banghart has been a big help with this process as well. Mr. Williams stated that we need to really take a close look into whether or not we have enough staff to perform all of the duties or if we may need to hire a part time employee.

Mr. Cannon stated that this is why we had made room in the budget for consulting if needed.

Mr. Cannon stated that the current job descriptions would be changed to include the new responsibilities that will occur due to this transition. Mr. Williams stated that this is correct.

Mr. Cannon presented Resolution R-09-01-17 To Pay the Bills of September 25, 2017 in the amount of \$528,590.53.

On a motion by *Mr. Allen*, seconded by *Mr. Pryor*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *September 25, 2017*.

R E S O L U T I O N
R-09-01-17
To Pay Bills – September 25, 2017

WHEREAS, the Pollution Control Financing Authority of Warren County has been presented with invoices for services, supplies and other materials rendered to it or on its behalf;

NOW, THEREFORE, be it resolved by the Pollution Control Financing Authority of Warren County that the following bills be paid:

See Attached

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Cannon	-	Yes

We hereby certify Resolution to Pay Bills in the amount of \$528,590.53 to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the *25th day of September, 2017*.

Crystal Gild
Recording Secretary

James Williams
Director of Operations

PERSONNEL

NONE

PRESENTATIONS

FACILITIES/RECYCLING

Mr. Cannon asked if there was any further information regarding the presentation from Heartland Technologies last month?

Mr. Williams stated that he had received a phone call from Mr. Weigold last Friday. He informed the board that Mr. Weigold had stated that the cost per gallon if Heartland were to put up the capital to install and operate a system for the generation of electricity would “blow the price right out of the water”. Mr. Williams explained that the cost per gallon would be high because of the cost of the engine and the generator that would be needed. He explained that then we would still need to find someone to purchase the electric at such a high rate. Mr. Williams stated that Heartland is going to take the generation of electricity by using an engine and a generator out of the equation.

Mr. Williams stated that Heartland is now going to work on providing us with a cost based off of two core ideas; the first being that Heartland supplies the infrastructure and operates the equipment which they estimate to cost approximately \$00.10 cents per gallon and the second being that we outright purchase the system from Heartland and operate it ourselves. Mr. Williams noted that if we purchase the system from Heartland and operate it ourselves that the 10 year performance guarantee goes away if we do this. He also noted that we would have to put up all of the capital for the system. Mr. Williams stated that Mr. Weigold said that he would look into what type of performance guarantee Heartland would be willing to provide us with if we purchased the system outright.

Mr. Williams stated that the conversation ended with Mr. Weigold stating that he would look into what type of performance agreement Heartland would be willing to offer us and what the estimated cost per gallon would be. Mr. Williams stated that in his opinion it is not looking like working together would be a lucrative opportunity for either party. He noted that Mr. Weigold stated that Heartland needs another month or two to perform their evaluation. Mr. Williams stated that we will wait and see what they come back to us with.

Mr. Williams stated that everything is proceeding normally regarding treatment plant operations. He stated that our flows are extremely reduced and that our trucking is increased.

Mr. Williams referred to emails that had been occurring last week regarding the letter from CP Professional Services. He also referred to the emails that had been going back and forth between Mr. Cannon, Deputy Director Freeholder Smith and representatives from PRMUA over the course of the last month or so. Mr. Williams stated that CP Professional Services has provided us with an overview as to how they believe the leachate acceptance pilot study will go.

Mr. Williams that since we just received the information from CP Professional Services on Friday that he suggests for the board to review the information and come up with a list of questions,

comments and concerns by this Friday, October 6, 2017. Mr. Williams stated that we would then send our list to CP Professional Services for them to review and then they could develop a final draft pilot study to present to the board at the October meeting.

Mr. Williams stated that CP Professional Services stated that PRMUA will hold the PCFA harmless for any penalties, fines, costs or anything of the kind that may occur.

Mr. Pryor stated that he did review the information and noted that the approach that they are suggesting is typical. He noted that when a plant is designed you are usually conservative in the design and if the loadings come in less than expected it can be adjusted. He also noted that you begin with an analysis on paper and take it from there.

Mr. Pryor stated that one thing that was stated that stood out to him was “PRMUA would need to limit its overall TDS to less than 7,000 pounds per day or pursue relief of the TDS limit”. He noted that he does not believe that 7,000 pounds per day would accommodate all of our leachate. Mr. Williams agreed and said that it would not.

Mr. Pryor stated that he understands their objectives and that he feels that this is an interesting proposal.

Mr. Williams stated that there may be a possibility that some of our leachate would be able to be trucked to PRMUA raw or sent through the pipe raw but that this is yet to be determined. He noted that we are continuing to see higher amounts of TDS in our leachate and that he does not see the TDS levels declining in the foreseeable future.

Mr. Pryor asked Mr. Williams what the TDS concentrations are? Mr. Williams answered that the last test showed TDS levels at 29,000 ppm.

Mr. Pryor stated that the treatment fees seem to be right on point with what we are sending to Passaic Valley. Mr. Pryor also stated that we have cut our PRMUA costs considerably and noted that the first 4 months of the year our costs were about \$13,000.00 and then we dropped to \$8,000.00, \$6,000.00 and then \$5,000.00. Mr. Pryor asked if this was a result of operational changes? Mr. Williams answered that the cost to PRMUA has gone down because we are trucking more leachate to Passaic Valley and sending less to PRMUA. Mr. Pryor stated that we are still within budget for what we budgeted to pay Passaic Valley. He asked how we are still within budget even though we are sending them more leachate? Mr. Williams answered that we are very good at putting together our budget accurately. Mr. Olshefski stated that he believes our overall leachate amounts are down.

Deputy Director Freeholder Smith stated that PRMUA indicated that they would be willing to send someone over from the engineering firm to discuss the details with the PCFA. He noted that since this came out right before the PCFA meeting they wanted to give the PCFA time to review the information before sending someone over to discuss and answer any questions.

Mr. Williams stated that Mr. Steve Donati from CP Professional Services has offered to come to our October meeting as Mr. Smith had previously stated. Mr. Williams noted that our current permit is with the DEP for renewal at this time and stated that the DEP has taken a step back and that they are holding off on making any modifications to our permit until they see what we send down to them regarding the information from CP Professional Services. Mr. Williams stated that we are probably conservatively looking at another month or two before the DEP accepts and authorizes this pilot project. He noted that he believes that this is worth a shot but that it might be a few months before we start the pilot project.

Mr. Williams asked the board to submit any questions, comments or concerns regarding the PRMUA Raw Leachate Acceptance Outline to him by Friday, October 6, 2017 so that he can send the information to CP Professional Services for them to prepare their final pilot proposal for our October meeting.

Mr. Cannon asked Mr. Tipton if we would need a legal agreement between PRMUA and the PCFA regarding this pilot project? Mr. Tipton stated that it seems that PRMUA is agreeing to take responsibility for everything and that he is not sure if we would need an agreement or not. Mr. Pryor stated that it is his observation that this is a letter from PRMUAs consultant and not something stating that it is authorized by the PRMUA board.

Mr. Cannon stated for the record that Mr. Tipton is General Counsel for PRMUA as well as the PCFA. Mr. Tipton stated that if an agreement was needed that it would most likely need to be drawn up by Special Counsel.

Mr. Smith stated that the PRMUA had made a formal resolution which stated that they were willing to accept all the costs of the pilot program.

Mr. Smith stated that he believes that the only thing we would need to agree to is modifying our permit level to allow the delta test to take place. He noted that this would require an amendment to the PCFAs permit. Mr. Williams agreed and stated that the request to modify our permit would need to come directly from us and that most likely the DEP would verify with PRMUA if it is okay with them because they have the ultimate say as to what they will accept in the end.

Mr. Cannon asked the board if they would read through the pilot proposal and submit their questions, comments or concerns to Mr. Williams? Mr. Pryor answered, yes. Mr. Allen stated that he is slightly confused. He stated that currently we have high TDS levels and that in order to send leachate to PRMUA we need to dilute our leachate with water. Mr. Williams noted that this is correct. Mr. Allen asked why we are discussing sending PRMUA raw leachate then? Mr. Williams answered that this is what PRMUA is asking us to do. Mr. Williams noted that we would be sending them small quantities of raw leachate and Mr. Smith noted that PRMUA is going to be diluting the raw leachate themselves as opposed to us diluting it here. Mr. Allen asked if we even have the capability of doing this? He asked how we switch from sending PRMUA diluted leachate to sending them raw leachate through the pipe system? Mr. Williams answered that the raw leachate would need to be sent to PRMUA via tanker truck.

Mr. Pryor stated that the reason we dilute the leachate is because of our own treatment plant and not because of PRMUA. Mr. Williams agreed. Mr. Pryor explained that PRMUA is only concerned with the total pounds that we send over to them. He explained that when the TDS levels get above 20,000 ppm it adversely affects our treatment plant and that this is the reason we dilute the leachate. Mr. Williams stated that secondarily there is an issue at PRMUA regarding the TDS limit. Mr. Pryor clarified that PRMUA has a mass limit on the TDS and not a concentration limit. Mr. Williams agreed.

Mr. Cannon stated that there are also limitations regarding the ammonia levels. Mr. Williams stated that our ammonia levels fluctuates depending on how much rain there is. He explained that during a dry summer our ammonia levels go through the roof because it becomes concentrated and that during the rainy season the ammonia levels are slightly diluted. Mr. Williams stated that our ammonia levels are around 1,000-1,200 ppm which is very high. He noted that before PRMUA upgraded their treatment plant they could not handle our ammonia levels but now they feel that they could handle it which is included as part of the pilot project.

Mr. Pryor clarified that he does not know what the PRMUA permit levels are and that he only knows what our permit levels are. He noted that he does know that PRMUA has a mass limitation to how much TDS they can accept but that he does not know what that limit is.

Mr. Cannon stated that the PRMUA limit is their own limit and that it does not specifically have to do with us. He noted that he sees that there is work being done on Route 46 to expand so that PRMUA can take more material in and that their limit is a fluctuating number. Mr. Cannon explained that we are not the only entity sending material to PRMUA. Mr. Pryor agreed. Mr. Cannon stated that the way PRMUA chooses to allocate how much they bring in from each entity is entirely up to them. Mr. Pryor stated that this is for PRMUAs consultant to work out.

Mr. Cannon asked if we would be hiring the trucks to haul the leachate to PRMUA? Mr. Williams stated that this is one of the questions that we need to address with PRMUA. Mr. Pryor stated that it was his interpretation that we would be responsible for paying for the trucking. Mr. Smith stated that he believes that this is an important question to ask PRMUA. Mr. Smith asked if we currently have the capability to send the untreated leachate to PRMUA through the pipe system? Mr. Williams answered that we would have to kill our entire treatment plant, meaning all of the bugs, to do so. He also answered that our other option would be to re-pipe our whole system to send the untreated leachate.

Mr. Cannon stated that the other concern is turning off the “valve” to bypass our treatment plant that our treatment plant goes dead. Mr. Williams stated that currently there is no “valve” to bypass. Mr. Cannon stated that he understands that piping and everything else is a whole other expense. He noted that this is a test program and then the expenses of rerouting piping and having the piping take raw leachate versus what it is doing now encompasses all new engineering regarding temperatures, moistures and where the pipes run under cells. He also stated that we would have to incur the cost of killing all of the bugs in our current treatment plant and then run the risk of having to setup another treatment plant if something were to go wrong at PRMUA.

Mr. Pryor stated that it was his interpretation that PRMUA wants the raw leachate trucked over because they want to control the way that the leachate is fed into their systems. Mr. Pryor noted that at the same time we need to keep the bugs in our treatment plant alive so we cannot truck all of the leachate and not treat any through our plant. Mr. Williams agreed.

Mr. Cannon stated that he believes that how PRMUA would get their leachate into their system from a truck is entirely different than how the leachate enters their system from the pipeline. Mr. Pryor and Mr. Williams stated that PRMUA would install some kind of holding tank and feed the leachate into their system from there.

Mr. Allen asked if we are equipped to fill a truck with raw leachate? Mr. Williams answered yes and explained that we are doing it now when the leachate is hauled to Passaic Valley.

Mr. Cannon asked if we would run the pilot program with PRMUA the same way we handle hauling to Passaic Valley? He also asked if we would be able to keep processing the leachate way we do now without having to kill our bugs in our treatment plant? Mr. Williams answered, yes.

Mr. Cannon asked the board to get their questions, comments and concerns regarding the pilot program to Mr. Williams.

Mr. Williams presented Agenda Item A-4 (Request for Bids, Removal and Replacement of Sidewalks/Curbing at the PCFA Administration Building) to the board.

Mr. Williams explained that Mr. Smith had helped us contact the County Engineer regarding the specifications of this bid and that we are currently waiting to hear back from them regarding the ADA requirements.

Mr. Williams explained that our engineering firm, Mott MacDonald had provided us with the specifications and ADA requirements that are included in the draft bid that he is presenting today. Mr. Williams stated that he feels that it would be in our best interest to wait until we hear back from the County Engineer and then compare the specifications and ADA requirements.

Mr. Pryor asked when Mott MacDonald provided us with the information? Mr. Williams answered that he received the information from Mott MacDonald approximately two weeks ago.

Mr. Cannon stated that he is sure that Mott MacDonald has the correct information regarding the ADA requirements but if the County Engineer is not too busy to review the specifications we should have them take a look at it. Mr. Cannon stated that he is fine with the specifications in the bid as long as they are ADA compliant.

Mr. Cannon asked if there has been any feedback from the County Engineer? Mr. Williams answered no but stated that he is expecting feedback. Mr. Smith explained that the county is swamped with paving right now and that they are currently performing two years' worth of paving in

one summer. Mr. Smith noted that the County Engineer did look at the sidewalk and that it is on their radar.

Mr. Cannon asked Mr. Tipton if we would need to hold a special meeting to approve this bid if the County Engineer gave us their verbal approval. Mr. Tipton stated that the board could approve the bid to go out as drafted with the conditions of receiving approval from the county. Mr. Cannon stated that he believes that this is the best way to proceed. Mr. Smith asked if the amended bid was sent to the County Engineer? Mr. Williams answered, no. Mr. Williams stated that he would scan it and send it to the County Engineer. Mr. Smith said that maybe the engineer could then review the amended specification instead of having to draw up entirely new specs.

Mr. Cannon called for a motion to approve the Draft Request for Bids, Removal and Replacement of Sidewalks/Curbing at the PCFA Administration Building pending approval from the County Engineer's Office.

Mr. Pryor made a motion to approve the Draft Request for Bids, Removal and Replacement of Sidewalks/Curbing at the PCFA Administration Building pending approval from the County Engineer's Office, seconded by **Mr. Mach**.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Cannon	-	Yes

Mr. Williams presented Agenda Item A-5 (Draft Electronic Recycling Bids) to the board.

Mr. Williams explained that Counsel assisted him in going through this bid and removing any references to bid bonds and surety bonds. He also noted that the language regarding the contractors' responsibility was strengthened to offset the removal of the bond requirements. Mr. Williams explained that this document is now ready to go out for bid and that with the boards' approval he would like to fast-track this bid for the ten day minimum. He noted that that this bid would go out this afternoon with the boards' approval. Mr. Williams stated that the bids would be due on Friday, October 6, 2017 and then would be reviewed by Counsel.

Mr. Williams also stated that with the boards' approval he would like to hold a Special Meeting on Wednesday, October 11, 2017 to review the bids for the electronic recycling and scale replacement. Mr. Williams noted that the bid for replacement of the scale is also due on Friday, October 6, 2017. Mr. Williams also noted that the board members could call into the meeting via our conference call option. Mr. Williams stated that he has spoken with Mr. Tipton regarding the legal review of these bids and that Mr. Tipton stated that he can have the review of the bids completed with recommendations to us for the Special Meeting.

Mr. Cannon stated that he feels that it is important to hold an electronics collection before the end of the year if it is possible. Mr. Cannon also noted that he feels that we have amended our bid document for electronic recycling to encourage vendors to make a bid.

Mr. Williams stated that the electronics event would be held on Sunday, November 12, 2017 as stated in the bid document if a bid was made and accepted.

Mr. Smith stated that at the SWAC meeting it was his understanding that certain electronic items would be exempt from fees. He noted that Mr. Dech is still looking into this. Mr. Williams stated that Mr. Smith is referring to covered and non-covered electronic devices. Mr. Williams explained that there should not be a fee for the covered electronics.

Mr. Cannon called for a motion to approve the Draft Electronic Recycling Bid Furnishing Contractor Services for Electronic Recycling Program at the Warren County District Landfill.

Mr. Allen made a motion to approve the Draft Electronic Recycling Bid Furnishing Contractor Services for Electronic Recycling Program at the Warren County District Landfill, seconded by **Mr. Pryor**.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Cannon	-	Yes

Mr. Williams stated that he had sent the board and email from Ms. Mary Ann Goldman at the NJDEP regarding our Landfill Expansion Application. Mr. Williams explained that the email stated that Ms. Goldman is proceeding in a positive direction with her review of our application and that she hopes to have a list of questions to us in a couple of weeks. He noted that Ms. Goldman would also like to come for a site visit. Mr. Williams stated that we have heard nothing further regarding Wetlands or Wildlife Mitigation. Mr. Williams stated that he would let the board and Mr. Smith know when the site visit will be so that anyone who may want to attend can do so.

Mr. Williams stated that there is nothing to report regarding the H2S removal system during open session.

Mr. Williams stated that there is no update regarding the Solar Panel Project or any other items under his Facilities/Recycling report.

Mr. Cannon asked Mr. Williams if Elizabethtown Gas had ever sent him our projected cost? Mr. Williams answered yes and stated that he forwarded the information to Heartland months ago.

Mr. Williams presented the information regarding our payroll services company to the board.

Mr. Williams stated that we had awarded a contract to ADP during last months' meeting contingent upon certain modifications to the contract. Mr. Williams stated that ADP had agreed to incorporate these items into their agreement as an attachment via a series of emails. Mr. Williams stated that based on this agreement he sent the signed contract over to ADP at which time ADP came back and stated that the attached modifications to the contract could not be part of the agreement.

Mr. Cannon and Mr. Williams both stated that the changes that we had requested were minor changes. Mr. Cannon explained that one of the changes was that we did not want to provide ADP with access to our accounts to automatically debit our accounts and that we wanted to pay them via invoice. Mr. Williams stated that for some reason ADP wanted access to our accounts to remove the money themselves but that he was not sure why.

Mr. Williams explained that he has reached out to R&L Payroll who had previously provided us with a quote for payroll services. He noted that Mr. Olshefski and the Warren County Payroll Department had taken a look at the quote and that everything we need a payroll company to do is incorporated in the proposal from R&L. Mr. Williams also noted that the cost for R&L's services are slightly higher than those of ADP. Mr. Pryor asked what the cost difference is? Mr. Williams answered that ADP's services were going to cost \$2,186.78 per year and that R&L's services would cost \$2,600.46 per year, approximately a difference of \$500.00.

Mr. Allen asked if there is something that structurally prevents us from allow ADP to debit money from our account? Mr. Allen noted that this is typically standard practice. Mr. Olshefski stated that it could go both ways. Mr. Olshefski asked if we would want an outside vendor to have access to our accounts to debit monies to pay the taxes? He noted that we are responsible for ensuring that the taxes are paid on time and that there are penalties and fees for making the tax payments late. Mr. Cannon explained that we would still be responsible for paying the penalties and fees if ADP did not make the payments for the taxes on time or at all.

Mr. Allen asked if they would have direct access to the bank accounts? Mr. Williams answered, yes.

Mr. Williams explained that he feels the most important part is making sure that the PERS payments are made correctly and on time.

Mr. Pryor stated that he used to use ADP for payroll services and that ADP would provide a number and a transfer would be made. Mr. Cannon stated that it was the same in his companies.

Mr. Williams stated that R&L has provided us with their contract which is currently being reviewed by counsel.

Mr. Cannon stated that he believes that possibly there were some internal issues going on with ADP and the representative that we were working with. Mr. Williams agreed and noted that he thinks that the representative may have agreed to things that she did not have the authority to agree to.

Mr. Williams stated that R&L would be able to take over our payroll services beginning January 1, 2018. He noted that he has spoken with Mr. Olshefski and that the county is willing to continue our payroll for the remainder of the year. Mr. Cannon stated that counsel is reviewing the contract with R&L now. Mr. Cannon asked if the contract needs to be approved by the board today? Mr. Williams suggested having the board approve the contract with R&L during the Special Meeting as well.

Mr. Cannon called for a motion to award a contract for payroll services for the PCFA to R&L payroll effective January 1, 2018, pending counsels' review and approval of the contract.

Mr. Pryor made a motion to award a contract for payroll services for the PCFA to R&L payroll effective January 1, 2018, pending counsels' review and approval of the contract, seconded by **Mr. Allen**.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Cannon	-	Yes

Mr. Williams asked if the board would like to discuss the Access Agreement with Tilcon that Mr. Tipton had drafted. Mr. Tipton stated that the agreement has already been approved by Warren County and Tilcon at this point and that the PCFA just needs to make a motion to approve the Access Agreement.

Mr. Smith stated that he has updated maps to provide to the board.

Mr. Williams explained that everyone has previously seen the Access Agreement. Mr. Cannon asked Mr. Tipton if any changes had been made to the Access Agreement? Mr. Tipton answered, no. Mr. Smith stated that one of the holes needs to be moved and passed out copies of the new maps to the board. Mr. Smith stated that where hole #3 was initially supposed to be was along the buffer and needs to be moved. He stated that the maps show hole #3 being moved 150 ft. in a different direction to be within the 300 ft. buffer.

Mr. Williams asked Mr. Smith if the 300 ft. buffer is something that is regulated by the state? Mr. Smith answered, yes.

Mr. Tipton stated that this change would not change the language of the document but that it would be listed as an attachment to the agreement. Mr. Smith agreed.

Mr. Cannon asked if the 300 ft. buffer is from mining out or from landfill out? Mr. Smith answered that it is a 300 ft. setback from the landfill. Mr. Cannon asked if the buffer takes into consideration where the new cell is proposed to be? Mr. Smith answered, yes. Mr. Cannon stated that if it did not the buffer would need to be changed.

Mr. Cannon asked if anyone had any questions regarding the Access Agreement?

Mr. Cannon stated that the agreement has not changed. He noted that the PCFA had asked to acquire a copy of the boring results and not Tilcon's interpretation of the results. Mr. Cannon stated that counsel has assured him that this is inclusive in the agreement.

Mr. Cannon called for a motion to approve Resolution R-09-03-17 Authorizing the Pollution Control Financing Authority of Warren County to Enter into the Access Agreement with Tilcon New York and Warren County.

On a motion by *Mr. Mach*, seconded by *Mr. Allen*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *September 25, 2017*.

R E S O L U T I O N

R-09-03-17

**RESOLUTION AUTHORIZING THE POLLUTION CONTROL FINANCING
AUTHORITY OF WARREN COUNTY TO ENTER INTO THE ACCESS AGREEMENT
WITH TILCON NEW YORK AND WARREN COUNTY**

WHEREAS, the Pollution Control Financing Authority of Warren County (“Authority”) is a tenant on the landfill property located at Block 32, Lot 22 in the Township of White; and

WHEREAS, Warren County is the landlord and owner of the property located at Block 32, Lot 22 in the Township of White;

WHEREAS, Tilcon New York is the owner/operator of a quarry on the neighboring property and would like to perform a drilling study on Block 32, Lot 22 for potential future use of such property; and

WHEREAS, the Authority and Warren County have agreed to enter into an Access Agreement to permit Tilcon New York to perform such study on Block 32, Lot 22.

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

1. The Authority shall enter into the Access Agreement with Warren County and Tilcon New York; and
2. This Resolution shall take effect immediately.

Moved By:

Seconded By:

ROLL CALL: Mr. Allen - Yes
 Mr. Pasquini - Absent

Mr. Pryor	-	Yes
Mr. Mach	-	Yes
Mr. Cannon	-	Yes

I hereby certify the above to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the date above mentioned.

Recording Secretary
Crystal Gild

Dated: September 25, 2017

Mr. Cannon stated that there was a meeting on Thursday, September 14, 2017 between the County Engineers and Tilcon in regards to the County Engineers' plans for the crossing. Mr. Cannon noted that Mr. Williams was on vacation when he was told that the meeting was going to occur and had passed the information along to him. Mr. Cannon stated that he offered to go to the meeting since Mr. Williams was on vacation and noted that Mr. Williams stated that he would attend the meeting as well.

Mr. Cannon stated that he and Mr. Williams both attended the meeting but that they had not been informed as to what the meeting was going to entail. Mr. Cannon stated that if he had known what the subject of the meeting was going to be ahead of time he would have asked Mr. Allen to attend the meeting as well since Mr. Allen had attended the prior county meeting regarding the subject.

Mr. Cannon reiterated that he and Mr. Williams attended the meeting. He noted that the County Engineers presented their proposal for what they want to do with the crossings for approximately one hour. Mr. Cannon explained that the only paperwork that was distributed during the meeting was the packet from TAPCO which has been provided to the board.

Mr. Cannon stated that his best understanding as to how the crossing was going to work was that the truck drivers will have remote controls (similar to a garage door opener) to open and close the gates as they cross Mt. Pisgah Ave. Mr. Cannon also stated that there were some site distance issues that needed to be worked on but that no resolution had been decided upon.

Mr. Cannon stated that he had some objections to the proposal and that he is waiting to hear back from the County.

Mr. Cannon asked if Mr. Williams would like to give an overview as to what he took away from the meeting? Mr. Williams stated that Mr. Cannon had covered everything.

Mr. Allen stated that Mr. Williams had told him about the meeting.

Mr. Allen stated that what they are proposing now is different than what was proposed at the county meeting that he had attended. Mr. Allen stated that he called Mr. Bill Gleba, the Warren County Engineer. Mr. Allen stated that he and Mr. Gleba discussed the information at length. Mr. Allen stated that it was his understanding after the initial county meeting regarding the crossing that the crossing was going to be fully automated. Mr. Allen noted that Mr. Gleba believes that Mr. Allen's understanding of what fully automated meant did not include the said "garage door opener" which is actually called a blinker beam wireless traffic control system. Mr. Allen stated that in fact this was not proposed at the initial county meeting and that this is something new that they are proposing. Mr. Allen stated that Mr. Gleba said that they are "on top of it" and reviewing the new proposal. Mr. Allen stated that Mr. Gleba stated that a fully automated system would not work because of timing issues.

Mr. Allen stated that it was explained to him by Mr. Gleba that there would be 2-way traffic with 2 gates on either side of the road and that if the system was fully automated and trucks were approaching that the gate would open but that it was possible that by the time everything took place that the next truck attempting to cross would get hit by the gate as it came down. Mr. Allen explained that because of this Tilcon is suggested using the "automated garage door opener". Mr. Allen stated that his concern is that the gates will never get closed this way and he noted that Mr. Gleba's response to this concern was that there would be a stop sign at the crossing and that by law the trucks would have to stop. Mr. Allen stated that he provided Mr. Gleba with his thoughts on the proposal.

Mr. Allen stated that he feels that Tilcon could save themselves a lot of money by installing "sleeping policeman" (speed bumps) at each side of the crossing to slow down the trucks. Mr. Allen stated that he mentioned this thought to Mr. Gleba.

Mr. Smith stated that there are going to be 4 gates, 2 gates on either side of the crossing. He noted that the real purpose of the gates are not to stop the trucks but to stop the regular traffic from mistakenly turning into the Quarry. Mr. Smith stated that this discussion could be "moot" if the Quarry ends up expanding on the same side of the road that they are on now.

Mr. Cannon stated that Tilcon had stated that a truck would be going through the crossing every two minutes but that it is his opinion that the math does not compute. Mr. Cannon stated that this works out to 30 trucks per hour. Mr. Cannon also stated that he feels that speed bumps are a good idea.

Mr. Pryor stated that he has visited the existing Tilcon operation and that he cannot imagine a truck coming through the crossing every 2 minutes. Mr. Pryor also stated that ultimately the decision is under the County's jurisdiction and that all we can do is offer our concerns.

Mr. Smith stated that all discussions about where the Quarry expansion is going to go are contingent upon the boring tests that we had previously agreed to in the Access Agreement.

Mr. Cannon asked if Mr. Smith is representing for Tilcon that the Tilcon expansion will take place on the property that the boring tests are being completed on if the results are favorable instead of on the County property across the street? Mr. Smith stated that he is not representing anything for Tilcon. Mr. Smith stated that it is his understanding that if Tilcon can expand on the same side of the road that it would be their preference to do so. Mr. Smith stated that there are no finite discussions until further determinations are made. Mr. Smith stated that it is his understanding that the current market does not support expanding on both sides of the road.

Mr. Williams presented a draft letter to Gaeta Recycling Co. to the board. Mr. Williams explained that Gaeta is a good company and that they supply us with a lot of waste. Mr. Williams stated that he is trying to conserve air space and is trying to get Gaeta to back down on their deliveries. He also stated that he has had verbal discussions with Gaeta regarding this and that we have also been sending letters to Gaeta weekly, kindly asking them to stay within their contract limits. Mr. Williams noted that Gaeta is not cooperating with his requests. Mr. Williams stated that he feels that the next step is to send a sterner letter to Gaeta telling them to stay within their contract tonnage limits. Mr. Williams noted that Gaeta has already delivered their yearly contracted tonnage limit to us and that he does not want to cut them off completely but that he wants them to scale back their deliveries going forward to the tonnage amounts that make up their yearly tonnage limit of 13,000 tons. He noted that this works out to roughly 1,000 tons per month as opposed to 200 tons per day which is about what they are bringing in currently.

Mr. Cannon asked if there are any haulers who are bringing in well below their contracted tonnage amounts? Mr. Williams answered, no. Mr. Williams noted that the majority of our contracts are for 0-1,000 tons per year. Mr. Cannon asked if the other large haulers which make up 74% of our revenue budget are going to fulfill their contracted tonnage amounts? Mr. Williams answered, yes.

Mr. Mach asked if there is a relationship between Gaeta Recycling Co. and Gaeta Interior Demolition? Mr. Williams answered, no.

Mr. Cannon asked how much we can afford to let Gaeta to go over without causing a problem with air space? Mr. Cannon asked how many tons Lovenberg used to bring in annually? Mr. Williams answered that they brought in 7,000 – 8,000 tons.

Mr. Williams explained that Gaeta's contract is for 9,000 – 13,000 tons annually and that they have brought in 30,000 tons already since March 1, 2017. Mr. Cannon stated that Gaeta has already used up the tonnage that Lovenberg would have been bringing in and Mr. Williams agreed.

Mr. Williams explained that he does not want to cut Gaeta off but that he simply wants them to limit the amount of waste they bring in. Mr. Williams noted that he even suggested to Gaeta that they only bring us 5 loads per day as a way to decrease their tonnage totals as opposed to bringing in 10 or 11 loads per day.

Mr. Cannon asked if the rate per ton changes once they exceed their contracted tonnage amount? Mr. Williams answered, no. Mr. Cannon suggested charging an additional amount after a hauler goes over their contracted amount. Mr. Mach explained that typically the more tons a hauler brings in the lower their rate per ton is.

Mr. Mach asked if we are limited to 200,000 cubic yards of air space per year? Mr. Williams answered, yes. Mr. Mach asked how much air space we have used so far this year? Mr. Mach noted that he knows that this is a tough question to answer. Mr. Williams stated that he does not know the figure off the top of his head. Mr. Mach stated that he wants to know if we are exceeding the 200,000 cubic yards. Mr. Williams stated that he is trying to make sure that we do not exceed it and that this is the purpose behind limiting the amount that Gaeta brings in. Mr. Mach stated that he feels that this is premature. He noted that he appreciates Mr. Williams's efforts, concern and diligence but that he feels that this is premature. Mr. Williams stated that he just wants to make sure that the board is aware of the situation. Mr. Williams noted that with where we are with the expansion application process that he does not want to see us run out of air space before the expansion is completed.

Mr. Pryor stated that it is his observation that next year's budget is down and that we are projecting less waste flow. He also stated that there has been a downward trend in waste flow. He noted that Gaeta is a good customer and he thinks it may be premature to limit the amount of waste they bring in. Mr. Pryor stated that he feels that we should let Gaeta keep going the way they are for now and to monitor the situation and Mr. Mach agreed.

Mr. Allen asked if Mr. Williams has only been having verbal discussions with Gaeta? Mr. Williams answered, no and stated that we have been sending Gaeta letters weekly for the last 2 months. Mr. Allen asked how we back off from this? Mr. Pryor answered that we just stop sending letters.

GENERAL COUNSEL'S REPORT

Mr. Tipton presented Agenda Item A-7 (Release and Waiver of Liability Agreement) to the board. Mr. Tipton stated that Ms. Fina had made the changes to the document that the board had asked her to during the last meeting.

Mr. Tipton presented Agenda Item A-8 (Letter to Gaeta Interior Demolition Re: Entry of Default and Default Judgement) to the board. Mr. Tipton stated that we are going to be seeking to enter default judgement against Gaeta Interior Demolition Inc. in respect to the monies that they owe the PCFA. Mr. Tipton stated that there has still been no response from either Gaeta Interior Demolition Inc. or their attorney.

Mr. Cannon asked Mr. Pryor if he had any questions regarding the Release and Waiver of Liability Agreement? Mr. Pryor stated that he is satisfied with the document as presented.

Mr. Cannon called for a motion to approve the Release and Waiver of Liability Agreement.

Mr. Pryor made a motion to approve the Release and Waiver of Liability Agreement, seconded by *Mr. Allen*.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Pasquini	-	Absent
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Cannon	-	Yes

OTHER BUSINESS

CLOSING PUBLIC COMMENT

Freeholder Smith stated that his staff had brought to his attention that we need to change the protocol regarding the distribution of the meeting minutes. Mr. Smith stated that the minutes will need to be delivered to each Freeholder within 10 days prior to the next meeting date. He noted that we could still fax the minutes to the County Administrator but that we would need to mail the minutes individually to each Freeholder. Mr. Smith stated that the statute was updated in 2011 but that they had just caught the change.

Mr. Smith stated that the minutes have been being faxed to the County Administrator but that this does not provide proof that the minutes were sent to each Freeholder which is what is required in the statute.

Mr. Williams asked if the minutes could be sent to the Freeholders electronically, via email? Mr. Smith stated that this is a good question and that he would look into it. Mr. Williams noted that this would save on postage costs if it was an acceptable method. Mr. Smith stated that the only problem with sending the minutes via email is that it does not prove that they were delivered.

Mr. Pryor stated that we could send the email with a read receipt and a delivery receipt which would prove delivery of the minutes and would also prove that the email was opened. Mr. Smith stated that he did not know that this could be done. Mr. Smith stated that sending the minutes via email could be an issue because Freeholder Director Richard Gardner is not very good about checking and reading his emails.

Mr. Smith asked what would happen if Mr. Gardner did not open the email? Mr. Pryor stated that the statute reads that the minutes need to be delivered and that it does not say anything about them being opened by the recipient. Mr. Allen agreed. Mr. Pryor explained that even when we send a letter we

receive no proof that the recipient opened it and gave the example that the recipient could leave the letter sitting on their counter for a month without opening it.

Mr. Smith asked Mr. Tipton what his opinion is regarding the minutes being sent via email? Mr. Tipton stated that he is trying to interpret the word delivered in the statute and the context in which it is being used. Mr. Tipton stated that he believes that “in this day and age” that email would be sufficient. Mr. Tipton stated that he would need to look into this more but noted that he believes that email would be okay. Mr. Tipton also stated that if any individual Freeholder objected to receiving the minutes via email that there may be an issue.

Mr. Allen asked Ms. Gild if she prepares the minutes in Microsoft Word format? Ms. Gild answered, yes. Mr. Allen stated that Ms. Gild could save the minutes as a PDF and then send them as a PDF. Ms. Gild responded and stated that she could do so. Mr. Williams agreed. Mr. Smith stated that it could be sent as a Word file. Mr. Allen explained that sending a document in PDF format prevents anyone from being able to change the document. Ms. Gild stated that she could send the email with both a delivery receipt and a read receipt.

PRESS COMMENTS & QUESTIONS

NONE

Mr. Cannon called for a motion to enter into Executive Session.

EXECUTIVE SESSION

Executive Session was entered at 11:19 am to discuss contract negotiations.

RESOLUTION

R-09-02-17

AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Authority has a need to discuss the following matter(s) in Executive Session:

Contract negotiations.

It is not possible, at this time, for the Authority to determine when and under what circumstances the above-referenced item(s), which are to be discussed in Executive Session, can be publicly disclosed;

NOW, THEREFORE, Pursuant to N.J.S.A. 10:4-1 et. seq., BE IT RESOLVED by the Pollution Control Financing Authority of Warren County that the matter(s) as noted above will be discussed in Executive Session.

Moved By: **Mr. Pryor**

Seconded By: **Mr. Allen**

ROLL CALL: Mr. Allen - Yes
Mr. Pasquini - Absent
Mr. Pryor - Yes
Mr. Mach - Yes
Mr. Cannon - Yes

I hereby certify the above to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the date above mentioned.

Recording Secretary
Crystal Gild

Dated: 09/25/2017

Mr. Allen made a motion to come out of Executive Session, seconded by **Mr. Pryor**.

ROLL CALL: Mr. Allen - Yes
Mr. Pasquini - Absent
Mr. Pryor - Yes
Mr. Mach - Yes
Mr. Cannon - Yes

Regular session resumed at 11:42 am.

Mr. Cannon stated that we are back in public session.

ADJOURNMENT

With no other business to discuss, **Mr. Pryor** motioned to Adjourn, seconded by **Mr. Allen** at 11:43 am.

ROLL CALL: Mr. Allen - Yes
Mr. Pasquini - Absent
Mr. Pryor - Yes
Mr. Mach - Yes
Mr. Cannon - Yes

Respectfully submitted by:
Crystal Gild
Recording Secretary

Approved: 10/23/17