

POLLUTION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY

MINUTES OF Special MEETING

October 13, 2017

Chairman James Cannon called the special 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; Brian Tipton, General Counsel; Edward Smith, Freeholder Deputy Director; Crystal Gild, Recording Secretary.

The Pledge of Allegiance was led by Chairman Cannon.

Mr. Cannon read the following statement: “Adequate notice of this special meeting of October 13, 2017 was given in accordance with the Open Public Meetings Act by forwarding a copy of this special 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”.

Mr. Cannon stated that handouts were distributed for today’s meeting and noted that the board was only sent the Agenda in their packets. Mr. Cannon noted that the board had been sent additional meeting materials via email. Mr. Cannon asked Mr. Williams to explain to the board what the handouts that had been distributed today were for.

Mr. Williams stated that the handouts distributed to the board today were for their information at this time. Mr. Williams stated that right after our last meeting he had received an updated email from Heartland regarding the leachate evaporator pricing and that he distributed that email today for the board to review and noted that it would not be discussed today.

Mr. Cannon stated that he does not want anyone to feel as though they were unfairly buried with a bunch of paperwork and noted that 95% of the paperwork that was distributed is not going to be discussed today. Mr. Williams agreed.

Mr. Williams explained that the big packet is the Agenda packet for the October 23, 2017 meeting.

CORRESPONDENCE

Mr. Cannon presented the Correspondence for today's meeting which is Resolution 410-7 from the Board of Chosen Freeholders, County of Warren Terminating the Shared services Agreement with the PCFA effective December 31, 2017. Mr. Cannon explained that this is regarding the PCFA taking over the finances and payroll effective January 1, 2018.

FACILITIES/RECYCLING

Mr. Cannon asked Mr. Tipton to present his legal review of the scale bid documents.

Mr. Tipton stated that Sans Construction is the lowest responsive bidder for the Bid for Site Work and Installation of a New Truck Scale. Mr. Tipton stated that Sans Construction's bid is compliant with all of the spec requirements. Mr. Tipton stated that it is his recommendation that Sans Construction is the appropriate company to award the bid to.

Mr. Pryor asked what the Alternative Bid Proposal was regarding? Mr. Williams explained that this is for the repair of the old concrete work on the existing scale. Mr. Williams noted that this work would be completed once the new scale is installed and operational.

Mr. Williams stated that he put together Resolution R-10-01-17 Awarding Contract for Site Work and Installation New Truck Scale to be awarded to Sans Construction Company Inc. in the amount of \$194,180.00 and that the Alternate Bid be awarded in the amount of \$29,800.00 to them as well.

Mr. Cannon stated that he believes that the repairs to the old scale definitely need to be made. Mr. Cannon noted that the thought process was that the PCFA could possibly save some money by adjoining the repairs to the old scale with the installation of the new scale.

Mr. Cannon stated that Sans Construction will be installing the same scale equipment that we are currently using and that this eliminates having "two separate types of systems".

Mr. Cannon stated that he met with Mr. Williams on Tuesday to discuss some items in advance of today.

Mr. Cannon asked Mr. Williams to explain the timeline for the scale installation and repairs?

Mr. Williams stated that Atlantic Scale had stated that there is a lead time of 6-8 weeks for them to order the scale and receive it. Mr. Williams stated that if the bid was awarded to Sans Construction today that the scale could be ordered and that within the next 6-8 weeks the concrete work would be completed prior to winter setting in. Mr. Williams further explained that the concrete work would get done before any freezing weather and that once the site work is completed and the scale arrives that the scale would need to then be set in place and hooked up electronically. Mr. Williams noted that Sans Construction expects the scale installation to be completed by the end of the year.

Mr. Williams noted that Sans Construction, if awarded the bid, had asked if they could hold off until spring to perform the repairs on the existing scale. Mr. Williams explained that Sans Construction does not feel that it would be a good idea to do any concrete work over the winter months and that they would like to wait until March or April, when the weather breaks. Mr. Williams stated that he believes that this is a good idea. Mr. Williams noted that the repairs are not emergent.

Mr. Cannon stated that the thought process is that the new scale will be fully functioning before repairs to the existing scale begin. Mr. Williams stated that this is correct.

Mr. Cannon asked if another “lane” would need to be installed on the side where the new scale will be? Mr. Williams stated that the existing lane that is there now will stay. Mr. Cannon asked if the inside lane would not be accessible once the concrete work begins and until the new scale is installed and operational? Mr. Williams stated that this is correct. Mr. Cannon asked if this is a problem? Mr. Williams explained that neither the ingress nor the egress of the facility would be hindered by this.

Mr. Williams noted that the concrete work will be able to cure while awaiting the arrival of the new scale.

Mr. Cannon noted that Mr. Williams had stated during their meeting that the scale house would not need to be changed to accommodate the installation of a second scale. Mr. Williams stated that this is correct.

Mr. Cannon asked if anyone had any questions regarding the scale or the construction timeline?

Mr. Cannon stated that he likes the idea of not repairing the existing scale until the new scale is installed and operational.

Freeholder Deputy Director Smith asked how much the bid for the installation of the new scale is? Mr. Williams answered that the bid for the installation of the new scale is for \$194,180.00 and that the bid for the repair of the existing scale is for \$29,800.00. Mr. Smith asked if the cost of the scale itself was above these figures? Mr. Williams answered, no and stated that the cost of the scale is included in the \$194,180.00. He noted that the \$194,180.00 includes all of the site work, concrete work and the cost of the scale itself.

Mr. Allen asked if the maintenance contract is included in the \$194,180.00? Mr. Williams answered, yes.

Mr. Allen asked Mr. Williams if he knew how much the maintenance portion was? Mr. Williams answered no and explained that we already have a maintenance contract with Atlantic Scale for our quarterly calibrations. Mr. Williams stated that he believes we pay approximately \$500.00 per quarter for maintenance. Mr. Allen stated that the cost would double once the second scale was in service. Mr. Williams agreed.

Mr. Cannon stated that Advance Scale was going to charge more than that. He noted that he assumed that the proposed maintenance contract cost from Advance Scale included both scales. Mr. Cannon stated that he was not sure if the proposed cost was \$1,200.00 for maintenance on two scales or just the new scale. Mr. Williams stated that he was not sure either. Mr. Cannon stated that either way it is more money.

Mr. Williams stated that Atlantic Scale came before the board sometime mid last year to review their proposed maintenance contract and that we awarded them the maintenance contract for the existing scale at that time. Mr. Williams noted that all of the load cells are covered under the current contract. Mr. Williams noted that he believes that the coverage is for a 10 year period at no cost to us.

Mr. Cannon wanted to clarify to avoid any confusion that Atlantic Scale is Sans Construction. Mr. Williams agreed. Mr. Williams explained that Sans Construction will be performing the concrete work and that they are using Atlantic Scale as a subcontractor for the scale portion of the bid. Mr. Williams also explained that Advance Scale has their own construction crew and would have been doing their own concrete work.

Mr. Cannon stated that Atlantic is basically subbing out the work but that the sub is their own construction company so technically they are not subbing out the work. Mr. Cannon asked if this was correct? Mr. Williams explained that Sans Construction is the contractor that we are awarding the bid to and that Sans Construction is using Atlantic Scale as a subcontractor for the scale work.

Mr. Pryor stated that he is still a little confused regarding the maintenance contract portion of the bid. Mr. Pryor asked if this is included in the bid and how it is computed? Mr. Pryor stated that it states that

the maintenance cost is zero with maintenance contract. Mr. Tipton stated that his understanding is that our bid documents required maintenance and that it is assumed as part of the bid price. Mr. Tipton noted that essentially what the bidder is saying is that the maintenance contract is part of their bid price because the contract required it.

Mr. Pryor stated that he is confused because of the existing contract.

Mr. Tipton stated that he is not sure why the other bidders put a separate price for the maintenance contract and that it should have been included in their total bid number. Mr. Tipton stated that the figures were added in for purposes of calculation.

Mr. Pryor asked if we no longer have a contract with Atlantic Scale under our existing contract once we accept the new contract because all maintenance will be performed under the new contract? Mr. Williams stated that this is correct.

Mr. Tipton stated that he is not sure what our existing contract with them says but that the way he reads the new contract is that if we award the new contract that the existing maintenance contract would go away and that all maintenance would be performed under the new contract. Mr. Tipton stated that he is not sure if the contractor understands it that way but that this is how he interprets it. Mr. Williams stated that this is his interpretation as well.

Mr. Allen stated that based on the quarterly price that Mr. Williams had mentioned that he does not believe that it is included in the \$194,180.00. Mr. Tipton stated that it is. Mr. Tipton stated that if we accept their bid that they have given us a maintenance contract as part of accepting their bid. Mr. Allen asked how long the maintenance contract is for? Mr. Tipton asked what the requirement was in the bid document? Mr. Williams stated that he does not know off the top of his head.

Mr. Pryor stated that he is just trying to make sure that all of the bidders were bidding on the same basis.

Mr. Tipton stated that the bidders were bidding on the bid document that we provided them with and if they misunderstood it that it is their problem. Mr. Tipton stated that the fact that some of the bidders put a dollar figure on the maintenance contract does not mean anything and that the figure was just added to their total bid amount. Mr. Tipton stated that if there is a misunderstanding that there may be a disagreement but that he believes that our interpretation of the contract would rule.

Mr. Allen stated that there is a very wide disparity between the maintenance costs of the different bidders. Mr. Allen stated that Your Way Construction listed a maintenance cost of \$15,750.00.

Mr. Pryor asked if the fact that we have an existing maintenance contract is a non-issue? Mr. Williams agreed.

Mr. Cannon stated that the only thing that might come up is that the new scale maintenance contract has a cost of \$0.00 with contract and that our current maintenance contract for the existing scale may stay the way it is. Mr. Tipton stated that this is correct.

Mr. Cannon stated that he agrees with Mr. Tipton in regards to the maintenance contract being included in the total bid amount and that if the contractor misunderstood this that it is on the contractor and not us. Mr. Cannon asked Mr. Williams what his thoughts were? Mr. Williams stated that he did not question the contractor regarding this. Mr. Williams also stated that he believes that there is a term in the bid document as to what the maintenance contract entails. Mr. Cannon stated that he thought that the term was for 10 years. Mr. Williams stated that he does not remember. Mr. Williams stated that he believes that the 10 year term is for the warranty on the load cells.

Mr. Allen stated that if the maintenance contract is for a 10 year term that it puts it inline cost wise with Your Way Construction's maintenance contract cost.

Mr. Pryor stated that a warranty is different than a maintenance contract. Mr. Cannon agreed.

Mr. Williams stated that the maintenance contract is solely for scale calibration. Mr. Williams stated that the warranty is for load cells and that it is taken care of at no cost to us.

Mr. Pryor stated that all of the bidders were going to calibrate the new scale quarterly as stated in the bid document. He also stated that the quarterly calibration of the existing scale may be a separate issue. Mr. Williams agreed.

Mr. Tipton stated that Sans Construction's bid response states "*zero *as referenced in general provisions of the specs section 1:14, the cost will be zero". Mr. Tipton states that he reads this to mean that they understood that the maintenance contract is part of the bid. Mr. Tipton noted that if you are putting in a new scale that there should not be much maintenance needed.

Mr. Pryor stated that if the scale is being calibrated that a tech is being sent out 4 times a year.

Mr. Cannon stated that calibration and maintenance may be two different categories. Mr. Pryor agreed.

Mr. Tipton stated that he does not have the general provisions in front of him so he cannot say exactly what they state.

Mr. Allen stated that looking at the 4 bid responses that he believes that the only responder that may have misunderstood was Advance. Mr. Tipton stated that misunderstandings do happen and noted that there was an opportunity for the bidders to ask questions.

Mr. Williams stated there is a resolution to award the bid before the board today.

Mr. Cannon called for a motion to adopt Resolution R-10-01-17 Awarding Contract for Site Work and Installation New Truck Scale to Sans Construction Company Inc. in the amount of \$194,180.00 and the Alternate bid amount of \$29,800.00.

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 *October 13, 2017*.

R E S O L U T I O N
R-10-01-17
AWARDING CONTRACT
FOR
SITE WORK AND INSTALLATION
NEW TRUCK SCALE

WHEREAS, the Pollution Control Financing Authority of Warren County (Authority) has a need to install a new truck scale and perform repairs on the existing scale at the Warren County District Landfill; and

WHEREAS, the Pollution Control Financing Authority of Warren County (Authority) advertised a Request For Bids, Site Work and Installation New Truck Scale dated August 2017 for the Warren County District Landfill;

NOW THEREFORE, be it resolved by the Authority that on October 6, 2017 **four (4)** bids for the above mentioned Request For Bids were opened and read aloud and the contract for the Site Work and Installation of a New Truck Scale be awarded to **SANS CONSTRUCTION COMPANY INC.** in the amount of **\$194,180.00**, and the Alternate Bid be awarded in the amount of **\$29,800.00** as stated in their bid received on October 6, 2017.

BE IT FURTHER RESOLVED, this contract is awarded as fair and open pursuant to N.J.S.A. 19:44A-20.4 et seq.

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.

Crystal Gild
Recording Secretary

Dated: 10/13/17

Mr. Williams presented item A-3 (section of the PCFA personnel manual regarding hiring) to the board. Mr. Williams stated that there is also Resolution R-10-04-17 amendment to the PCFAWC Personnel Policy Manual before the board today.

Mr. Williams stated that the Resolution is for adding the words “select from previous applicants” and making a 4 word deletion as well.

Mr. Cannon asked if we were deleting any options? Mr. Williams answered that we are actually adding another option.

Mr. Cannon stated that we are adding this in to cover us in the event that someone says that we did not properly advertise the vacancy. Mr. Williams agreed and noted that this change will make for a cleaner process.

Mr. Cannon asked if anyone had any questions regarding this or an alternative wording suggestion?

Mr. Pryor stated that the way he is reading the wording it reads that if an existing employee does not respond to the job posting that there would then be a choice to either select from previous applicants or advertise the notice of an employment opportunity. Mr. Williams stated that this is correct.

Mr. Williams stated that we are adding another choice and noted that previously selecting from previous applicants was not listed as an option. Mr. Pryor asked what the basis for this decision was? Mr. Williams stated that there may be previous applicants that had not been selected prior. Mr. Pryor stated that if there is a list of previous applicants and we also have the option of putting out a notice of the job position, how would it be decided as to which we do? Mr. Williams stated that we would go back to

previous applicants to see if they were still interested in holding a position at the Authority. Mr. Pryor asked what the disadvantage would be of putting out a notice of the job position? He noted that we would get a broader applicant pool by doing so. Mr. Williams stated that time could be an issue.

Mr. Pryor stated that it seems to him with the way that this is worded that yes it is an option but there is room for manipulation. Mr. Pryor stated that he would rather it list precedents than give a choice.

Mr. Cannon stated that he believes that the reason for this changes is due to the fact that there were recent hires and that within 6 months we needed to hire someone else and Mr. Williams may have had an applicant from the initial hire that he thought would fit well. Mr. Cannon stated that it may be easier to go back to one of the other applicants than to start the hiring process over again. Mr. Cannon noted that this would give Mr. Williams the ability to hire a previous applicant if they were still available for a position at the Authority. Mr. Cannon stated that previously it was written that an advertisement would need to be made. Mr. Cannon asked Mr. Tipton if he was correct in this assessment. Mr. Tipton agreed.

Mr. Pryor stated that he feels that it just needs to be worded more clearly as to the proper order of the steps to be taken to fill the vacancy.

Mr. Cannon agreed and stated that he understands the concept and that he agrees that the language should be clarified.

Mr. Williams asked Mr. Pryor what he would like the wording to read? Mr. Pryor stated that maybe the language could be as follows “select from previous applicants or notice the position publicly in the event that no suitable previous applicants are found”. He noted that this would make it an automatic course of events.

Mr. Cannon suggested stating “in the event previous applicants are not suitable”. Mr. Pryor agreed that this could work as well.

Mr. Tipton suggested adding a timeframe to it and stating that previous applicants would be from within the last year. Mr. Pryor stated that this is a good idea as well. Mr. Cannon stated that he would not want to go beyond one year for applicants.

Mr. Cannon suggested the following wording: “in the event any previous applicants in the preceding year”. Mr. Allen asked if this was too restrictive? Mr. Cannon also suggested this wording: “in the event any previous applicants in the preceding year are deemed unsuitable”. Mr. Pryor suggested: “or no applicants from the list are deemed suitable”.

Mr. Cannon asked if the wording needs to be figured out right now? Mr. Williams stated that he would appreciate it if we could make the decision now.

Mr. Cannon asked which wording is preferred: “no applicants”, “notice to public”? Mr. Pryor stated that he prefers the wording: “in the event no applicants from the previous list are considered suitable” or something to that extent. Mr. Smith suggested stating: “applicants within the previous year may be considered prior to advertising”.

Mr. Pryor stated that he would like the order of the steps that need to be taken to fill the vacancy to be automatic.

Mr. Cannon asked which part Mr. Pryor would like to make automatic? Mr. Pryor explained that you go to the list and then if the list does not yield any results then you advertise the vacancy. He stated that you simply take it being an “or” situation away.

Mr. Cannon presented the wording: “in the event no applicants in the preceding 12 months” Mr. Williams suggested the wording: “in the event no previous applicants are acceptable”. Mr. Cannon stated that he does not like the word “acceptable”. Mr. Smith suggested using the words “appropriate” or “available”

as opposed to using the word “acceptable”. Mr. Williams stated that “available” would work. Mr. Pryor stated that he likes “appropriate and available”.

Mr. Cannon presented the wording: “in the event no applicants in the preceding 12 months are appropriate or available”. Mr. Smith suggested stating “deemed appropriate”. Mr. Pryor suggested “deemed qualified”. Mr. Cannon and Mr. Allen stated that they like the word “qualified” better.

Mr. Cannon asked Mr. Williams what he thinks of the following wording: “in the event no applicants from the preceding 12 months are deemed qualified”? Mr. Williams stated that this is perfect.

Mr. Allen asked Mr. Williams if he is looking to fill the positions faster than having to advertise? Mr. Williams answered, yes. Mr. Williams stated that the reason behind this is that Ms. Nancy Mason, one of our weighmasters, is retiring at the end of the year which would create a vacancy for a weighmaster that would need to be filled quickly. Mr. Williams noted that he would like to get the position filled while Ms. Mason is still here.

Mr. Pryor stated that he wanted to make our policy clear that we go to the list of previous applicants first before advertising the position so that if anyone ever asked why we did not advertise a position we would have a clear answer.

Mr. Williams stated that this is why he wanted to change the wording in the policy.

Mr. Cannon called for a motion to approve the Resolution R-10-04-17 make an Amendment to the PCFAWC Personnel Policy Manual with the only changes being under the Vacancies section with verbiage deleted as far as “or notice the position publically” and adding “in the event no applicants in the preceding 12 months are deemed qualified”.

On a motion by *Mr. Pryor*, seconded by *Mr. Mach*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *October 13, 2017*.

RESOLUTION

R-10-04-17

Amendment to the PCFAWC Personnel Policy Manual

WHEREAS, the Pollution Control Financing Authority of Warren County (the “Authority”) has a need to amend the Personnel Policy Manual; and

WHEREAS, Section 3. Hiring, subsection B. Vacancies, as amended and referred to as A-3 and attached hereto will be the official document of the Authority; and

NOW, THEREFORE BE IT RESOLVED, by the Authority that the above referenced document become the official documents of the Authority until further amended by resolution of the Authority.

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: *October 13, 2017*

Mr. Williams stated that he would like to fill 2 positions, the first being the Apprentice Operator position in the landfill and the second being the Weighmaster position in the scale. Mr. Williams stated that since Ms. Mason is retiring at the end of the year he would like to have the Weighmaster position filled as quickly as possible while Ms. Mason is still working at the Authority so that she can assist with training the new Weighmaster.

Mr. Williams stated that there are going to be a lot of transitions occurring at the Authority at the beginning of next year regarding the financing and payroll among other items. He stated that it would be better to get someone trained now, prior to the end of the year.

Mr. Cannon stated that he feels that Mr. Williams is insinuating that Ms. Mason is the best trainer and that it would be good for her to be training her replacement. Mr. Cannon stated that we are still training the newest Weighmaster and that he does not feel that we should leave it to the newer Weighmaster or Mrs. Jamie Banghart to train the replacement for Ms. Mason. Mr. Cannon stated that if we hire a second new Weighmaster now that Ms. Mason could train both new Weighmasters simultaneously. Mr. Williams agreed.

Mr. Pryor asked if Ms. Mason were going to be using any of her unused time between now and the end of the year? Mr. Williams stated that Ms. Mason is not going to be using up any accrued time but instead she is going to cash that in as a lump sum. Mr. Williams stated that Ms. Mason was originally considering using her earned time because she was afraid that she would lose it if she did not use it but that they had contacted payroll and they stated that this will not be an issue, so Ms. Mason will not be using her remaining earned time.

Mr. Williams began to review the Electronics Recycling bids. Mr. Tipton suggested that Mr. Williams present the board with the history regarding the bids and then he would review the legal options. Mr. Tipton stated that there are plenty of legal options but he feels that the board needs to understand where Mr. Williams is coming from and why we are at this point.

Mr. Williams stated that over the last couple of years we have put out several bids for an electronics recycling event to be held at the PCFA. Mr. Williams stated that for our most recent bid we removed the bid bond from the bid document and that we did receive a bid from one vendor. Mr. Williams stated that the vendor came back with some significant costs and noted that he has distributed that information as a handout to the board today.

Mr. Williams stated that he used the costs from the vendors bid which are outlined at the bottom of the handout and compared it to a year in which the most electronics were received. Mr. Williams noted that the event in which the most electronics came in was held in 2012. Mr. Williams explained that the items highlighted in yellow and green are the covered electronics. Mr. Williams stated that the vendor's bid was for \$00.60 per pound. Mr. Williams explained that the 2012 event brought in 60,003 pounds of covered electronics and that when multiplied by \$00.60 per pound the cost comes to \$36,001.80. Mr. Williams also explained that \$36,001.80 is what the fee would be and noted that we never had a fee in the past.

Mr. Williams stated that per the 2012 figures for the non-covered electronics and the vendors quoted cost for these the cost for non-covered electronics would come to approximately \$6,846.50.

Mr. Williams stated that the covered electronics would come to an estimated total of \$41,000.00.

Mr. Williams stated that the vendor has also added in a site mobilization fee of \$25,000.00 which is simply what they are charging just to come to the site.

Mr. Williams stated that if you add up all of the figures based on the quantities from 2012 the total estimated cost for one event would be \$74,000.00. Mr. Williams noted that since we have not had an event in a couple of years that the volume of electronics that would come in could likely increase which would result in a higher cost.

Mr. Williams stated that he spoke with Mr. Olshefski regarding what funds are available from the grant money. Mr. Williams stated that there is only \$55,000 dollars of the grant money remaining which would need to cover 2 electronics recycling events. Mr. Williams stated that if the cost per event stayed at \$74,000.00 that it would cost approximately \$150,000.00 for 2 electronics recycling events.

Mr. Cannon stated that to illustrate the cost clearly that it is his expectation that much higher quantities of electronics will be brought in. Mr. Cannon that in the bid it states that the cost is not to exceed \$200,000.00 which says to him that the vendor is anticipating higher quantities to come in as well.

Mr. Williams explained that he had asked Mr. Tipton to research whether or not a vendor can legally charge us for covered electronics. He noted that he also asked Mr. Tipton to research the history to see what options we may or may not have.

Mr. Tipton stated that as far as his legal analysis goes that it is a little unclear as to whether the vendor can or cannot charge for covered equipment and materials. Mr. Tipton noted that he put a call into the DEP but that he had not received a response. Mr. Tipton stated that his assumption is that if a company such as Best Buy was the bidder for the event that they could not charge but that an independent company, such as the vendor that is the bidder for this event, most likely can charge for covered electronics. Mr. Tipton explained that this is because the vendor would be going right to the manufacturer and have to pay them.

Mr. Tipton stated that under the circumstances it may be unlawful for the vendor to have charges for covered electronics in their bid but that we do not even need to analyze this because we have a situation in which we can reject the bid because we do not have the monies budgeted to cover the bid amount.

Mr. Tipton explained that one of the ways to reject all bids is if the cost exceeds what is budgeted and noted that this is the current scenario. Mr. Tipton noted that we do not have to worry about whether it is

lawful or unlawful to charge for covered electronics because we already have a basis to reject the bid because of the cost itself.

Mr. Tipton explained that the flip-side to this is that we do not have to reject the bid if we want to accept it. He further explained that we could accept the bid and pull out of other revenues to come up with the monies to provide this service to the residents. Mr. Tipton stated that this would be a choice for the board to make.

Mr. Tipton stated that there is a third alternative available to us as well. Mr. Tipton explained that because we have gone out to bid for electronics recycling at least 4 times with no responses, which is more than what the statute requires, that we now have the option to reject the bid and contact the vendor to negotiate a better price.

Mr. Pryor asked if we would be limited to only negotiating with the current bidder? Mr. Tipton stated that he believes that we could negotiate with anyone that we want. Mr. Tipton noted that this is his interpretation of the statute.

Mr. Tipton stated that he does not believe that negotiating will change the bidder's costs and noted that he does not believe that the bidder bid with these costs in order to have us reject their bid. Mr. Tipton stated that he believes that this is the cost the vendor believes that it would take to make this event happen.

Mr. Tipton stated that he believes that the problem is not with the PCFA or Newtech but that the problem is the legislature regarding electronics recycling. Mr. Tipton stated that the legislature created this mess and that "the word on the street" is that with a new Governor coming in that the legislature regarding electronics recycling may change come next year or sometime in the future.

Mr. Pryor stated that he has a couple of observations to make.

Mr. Pryor asked if we really need to hold 2 events? He noted that he believes that we need to do something and that maybe one event would suffice. Mr. Cannon stated that he agrees. Mr. Cannon stated that he and Mr. Williams have been over this a number of times. He also stated that he and Mr. Williams spoke with Mr. Smith regarding trying to get the county to do something with this as well.

Mr. Cannon stated that for our purposes today that we need to base the rejection of the bid on 2 events because the bid is for 2 events. Mr. Cannon stated that he believes that there is enough room for us to reject the bid based on the facts presented. Mr. Cannon noted that we do not know what is going to happen next year with the legislature. Mr. Cannon stated that we should consider holding 1 event and negotiate for that as Mr. Tipton suggested. Mr. Cannon noted that the costs are exorbitant compared to what they were before. Mr. Cannon stated that he is not willing to accept a bid for 2 events with 1 being held this year and 1 being held next year.

Mr. Cannon stated that he is willing to try to work out something for a 1 time event for a cost of \$55,000.00 or less.

Mr. Cannon stated that we all know that there is a "glut" of electronics and that in his opinion that one event could reach the \$200,000.00 cap that the current bid lists. He stated that the cost of \$200,000.00 is 400-500% more than the money we have available to use and that he believes that it would be irresponsible to accept the bid because of this.

Mr. Smith stated that he has a few thoughts regarding this matter.

Mr. Smith suggested not focusing the event on 1 single day to avoid the mobilization costs of having a large crew come to the site. Mr. Smith noted that there was a similar problem with scrap recycling (paper shredding). Mr. Smith noted that a limit was placed on the amount of material an individual could bring in and that the event was held in a short time window.

Mr. Smith stated that possibly the vendor is looking at the \$25,000.00 mobilization cost in anticipation of the “flood gates coming in”. He noted that maybe if the vendor only needed to bring 1 truck and 2 people and if we did multiple events for a short window of time each event that possibly the mobilization cost would not come into play.

Mr. Smith stated that he would like to approach Abilities or The Salvation Army who are also certified recyclers and find out whether or not we would be able to divert resources to charitable entities as well as addressing the public service issue. Mr. Cannon stated that he believes that the only problem with this is that the bid is generated based on it being labor intensive but that the true expense is coming from the cost of each unit which is based on pounds. Mr. Cannon stated that he and Mr. Williams had been discussing this just the other day. Mr. Cannon noted that the other issue is that we never had to worry about this before and the vendor would simply just take everything. Mr. Cannon stated that this creates an issue as to who is responsible for auditing what and how much is coming in and if we are going to be paying people to stand there and count the items that are coming in. Mr. Cannon stated that we never had to worry about this before because the vendor would provide us with a report as to what was collected but that before there was no fee based on each component.

Mr. Cannon stated that theoretically the vendor could put a number in there that says that the total cost came to \$199,999.99 and that we would have no way to audit what had come in. Mr. Cannon stated that we would have to pay employees to audit what is coming in. He noted that he does not believe that we even have enough employees here to do this. He explained that we would possibly need to have 5 or 6 different stations with an employee at each station logging in every computer, every TV and etcetera so that we know how many pieces were brought in. Mr. Cannon also stated that this does not even account for the fact that we are also being charged for the materials by weight and that we would need to have the employees track the weight of the materials coming in as well. Mr. Cannon stated that he cannot see the logistics of this working.

Mr. Smith stated that it may not be as bad as this. He explained that during the HHW event we log the people coming in already. Mr. Smith suggested having the employees ask the residents how many units they are bringing in. Mr. Cannon noted that the fees are based on weight. Mr. Smith stated that we do have a scale and that we could scale the residents when they come in and scale them after they unload. Mr. Williams explained that the scale cannot read certain low weights such as 20 pounds. Mr. Smith clarified that he means that we weigh the vendor’s truck when it comes in empty and then weigh the vendor’s truck after it has been loaded as a way to record the total pounds brought in.

Mr. Williams asked, based on the current conversation, if we are considering charging the customers? Mr. Cannon answered, no. Mr. Cannon stated that there are different prices and explained that some items cost \$00.25 and some cost \$00.60 per pound. Mr. Williams explained that when the vendor’s truck are loaded that they are not loaded separately by item. Mr. Cannon stated that he is aware of this.

Mr. Williams asked Mr. Tipton if we can negotiate the current bid? Mr. Tipton asked for clarification? Mr. Williams explained that regarding this bid itself we asked for the price of holding 2 events. Mr. Williams noted that now it seems that the board does not want to hold 2 events. Mr. Williams explained that if this is the case we are now discussing developing a new plan or approach. Mr. Tipton stated that this is a good point. Mr. Tipton explained that if we want to go with the route of negotiating that we would have to stick with what substantially was in the original bid document. Mr. Williams asked if this was only the case if we were going to negotiate with the vendor in question? Mr. Tipton stated that this would be the case for negotiations with anyone. Mr. Tipton explained that the substance of the requirements within the original bid cannot be changed. He further explained that by doing so we would be violating bidding laws because different items are being discussed and the public was not given all of the information. Mr. Williams explained that this is why he asked about this. Mr. Tipton stated that he should have explained this more clearly to begin with.

Mr. Cannon called for a motion to reject the bid(s) for Furnishing Contractor Services for Electronic Recycling Program.

Mr. Tipton stated that if a motion is going to be made to reject the bid that the basis for the rejection needs to be stated. Mr. Tipton stated that the basis for the rejection of the bid(s) is that the bid exceeds the amount that the budget allows. Mr. Cannon agreed on the basis for the rejection of the bid. Mr. Williams asked if a Resolution would be better? Mr. Tipton stated that a Resolution to reject the bid would need to be passed. Mr. Tipton stated that the motion could be made now and that the Resolution could be created and approved at a later date. Mr. Williams stated that we would present the Resolution at the October 23, 2017 meeting. Mr. Tipton stated that this would be fine since it is within the 60 day time period.

Mr. Cannon called for a motion to reject the bid(s) for Furnishing Contractor Services for Electronic Recycling Program based on the fact that the bid exceeds the amount that the budget allows.

On a motion made by **Mr. Pryor**, seconded by **Mr. Allen**, the bid(s) for Furnishing Contractor Services for Electronic Recycling Program were rejected based on the fact that the bid(s) exceed the amount that the budget allows.

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

Mr. Cannon stated that the preceding motion will be incorporated into a Resolution to be presented at the next meeting.

Mr. Cannon stated that the other day he read an article in Time Magazine which reported that Mitsubishi was investing \$100,000,000.00 in the reclamation of TVs, monitors and so on because it is less expensive than paying for the gold mining of getting the gold from the actual mines.

Mr. Cannon stated that he suggested to Mr. Smith that he reach out to the County and see if the County could reach out to some big corporate companies to see if a company such as Mitsubishi or Samsung would sponsor an electronics recycling event.

Mr. Cannon stated that we are still unaware as to what the legislature regarding electronics recycling will be come January.

Mr. Smith stated that he believes that the burden of addressing the lack of electronics recycling availability is not something that should only be being done by the PCFA. Mr. Smith stated that the PCFAs efforts are appreciated. Mr. Smith stated that this is a county problem and that he is prepared to discuss this with the Board of Chosen Freeholders as well in terms of how to approach this. He noted that we are coming to the end of the year and that he wonders if there is any money sitting anywhere that we could use towards this or if there are any other alternatives. Mr. Smith stated that he agrees that the cost presented in the bid is very, very high.

Mr. Williams stated that when he, Mr. Cannon and Mr. Smith were discussing this earlier in the morning that he felt that Mr. Smith had offered some good ideas regarding other agencies such as Abilities possibly expanding their program. Mr. Smith stated that maybe it could become a joint venture. Mr.

Williams stated that he feels that it is worth exploring. Mr. Smith stated that he will not have another Freeholder meeting before our next PCFA meeting but that he will report back to us as to what he finds out.

Mr. Cannon addressed Mr. Williams and stated that he would happily come in and help with the negotiation of the rejected bid with the understanding that the negotiations stay within the parameters of what the original bid specifically requested. Mr. Cannon stated that we can certainly negotiate with the vendor once he realizes that he is not getting the business. Mr. Cannon noted that we could address some of our concerns and maybe find some middle ground since we do have \$55,000.00 available for this event. Mr. Cannon also noted that he believes that the PCFA would be willing to invest some monies to hold an event and then look into finding out what the legislature will be come next year.

Mr. Williams stated that he did reach out to the vendor via phone and email yesterday asking for the vendor to call him and noted that he has not heard from the vendor yet.

Mr. Williams stated that we need to consider that after negotiations are made and the advertisements for the event are made that we could be looking at the possibility of holding an event in December or January. Mr. Cannon stated that he does not see an issue with holding the event in December. Mr. Williams explained that standing outside in the cold checking the residents in could be an issue. Mr. Cannon stated that we could look into hiring a couple more people with capabilities to help with the event. Mr. Cannon stated that he feels that this would be a good time of the year to hold an event because one of the biggest "buys" for the season is electronics and people will be looking to get rid of their old electronics. Mr. Cannon joked that we could get a food truck or a coffee stand for the employees.

Mr. Smith asked if changing the frequency of the event to a singular event would be considered a material change to the bid? Mr. Tipton stated that he was not sure and that he would have to look into this. Mr. Smith stated that it might be possible to negotiate on the premise of the same service and just change from holding 2 events to only holding 1 event. Mr. Tipton stated that he would argue that holding 1 event as opposed to 2 events would not be changing the substance of the bid. Mr. Tipton stated that he believes that frequency is probably something that could be negotiated. He noted that he believes that this is a "gray area" and that there may not be any case law on this issue alone but that he would like to review the language in the bid statute to be sure.

Mr. Smith stated that holding only 1 event could be a way to make it financially feasible. He provided the example that one event might only cost \$75,000.00. Mr. Smith stated that he would be able to speak with his board to see if they would be willing to chip in for 1 event or to pay the mobilization cost. Mr. Smith noted that the mobilization cost is 1/3 of the total bid. Mr. Tipton stated that he feels that there is room for negotiation regarding the mobilization cost. Mr. Cannon stated that he believes that holding 1 event would be prudent if we can get a cost that we can work with. Mr. Tipton stated that he would review the language of the bid statute this afternoon.

Mr. Smith stated that the anticipated numbers for the event would probably scare any of the alternatives that were discussed earlier. Mr. Cannon stated that the alternatives would not materialize in the near future. Mr. Smith stated that it could be beneficial to hold 1 event to start to clear up some of the glut before we look into pursuing alternative avenues. Mr. Williams stated that the numbers that he presented today were listed in the bid document as a guide for the bidder to use. Mr. Cannon asked if this vendor was the one who provided us with these numbers initially? Mr. Williams answered, yes and stated that this is the vendor that held the collection that the numbers came from.

Mr. Smith stated that he would like to look into creating some type of cooperative event.

Mr. Smith how long it was between the event that these numbers reflect and the preceding event? Mr. Williams answered that it was a 6 month time period since we typically hold the events twice a year. Mr. Cannon stated that we could possibly double these amounts. Mr. Smith stated that he believes that CRTs

are going to “drop-off”. Mr. Williams agreed that eventually the amount of CRTs being brought in will lessen. Mr. Smith explained that we are getting to the point now where flat screens are starting to fail. He noted that eventually this will taper off because they will be gone.

Mr. Cannon stated that holding 1 clean-up would be nice and asked Mr. Smith to look into whether his board could contribute any monies. Mr. Smith stated that he would look into this.

Mr. Williams stated that the only day the vendor was available was November 12, 2017 which is why we were looking to hold the event on this day. Mr. Williams noted that this was the vendor’s only availability for the year but that we could still look into it and see what we come up with.

Mr. Cannon stated that the words “not to exceed” have nothing to do with the bid. Mr. Tipton agreed. Mr. Cannon stated that if the “not to exceed” changed to \$75,000.00 that it would not be an issue as far as the bid statute. Mr. Tipton agreed.

Mr. Pryor stated that he has a couple of questions.

Mr. Pryor asked if the event would be limited to Warren County residents only? Mr. Cannon and Mr. Williams both answered, yes.

Mr. Pryor asked how we would handle things as far as businesses go? Mr. Williams answered that in the past we would accept electronics from businesses, schools and the county. Mr. Cannon stated that he thinks that some of the schools are hiring businesses to collect their electronics and that the businesses are storing the electronics. Mr. Pryor agreed. Mr. Pryor stated that this is his point and explained that there are a lot of people in the computer consulting business these days. He noted that there are small shops selling equipment and that he is sure that they have a pile of electronics some place that they are looking to get rid of. Mr. Cannon stated there would be some sort of limit put in place.

Mr. Pryor stated that his interests lie with the residents and helping them to get rid of the electronic items that they have been waiting to get rid of. Mr. Williams stated that we could limit the event to residents only. Mr. Williams noted that a resident should not have 10 computers to get rid of. Mr. Pryor stated that he is asking if we are putting a limit on how many items each resident can bring in. Mr. Smith stated when the tire recycling event took place that a certain amount of tires would be accepted for free and that there would be a fee for anything above the set limit. Mr. Pryor stated that he thinks the same kind of policy should be incorporated into this event.

Mr. Smith stated that there has been a re-designation as to what constitutes hazardous waste. Mr. Smith explained that certain non-covered electronics are no longer considered to be hazardous waste which would now make them ID 13 waste. Mr. Smith stated that we would not need to collect these items during the electronics event if we decided to accept them at our facility as ID 13 waste. Mr. Cannon explained that we do not have the air space available to make this change. Mr. Smith suggested trimming some of the commercial contracts to make more space available.

Mr. Cannon stated that we would need to place some kind of quantity restriction on this event to keep the cost down and stay around a cost of \$75,000.00 with the intent of using the grant monies and possibly money from the county. Mr. Cannon noted that we would not allow tractor trailer loads of electronics to come in during this event. Mr. Cannon also noted that some kind of proof of residency would be needed. Mr. Cannon stated that he agrees with Mr. Pryor regarding the fact that the reason we have spent so much time on this is so that Warren County residents can properly dispose of their electronic items. Mr. Cannon stated that if a school had paid someone to store their electronic items and then wanted to bring them to our event that this is not what we are looking to do. Mr. Williams stated that the large quantities from the last event came from municipalities and schools. Mr. Williams stated that he agrees that we should limit the event to residents only as Mr. Pryor suggested. Mr. Cannon stated that we could use this as part of the negotiations and explain to the vendor that the board has rejected the

bid because it exceeds the budgeted amount and that we are going to try to make the event residents only and ask if the vendor can come up with a better cost.

Mr. Pryor stated that he agrees with Mr. Tipton that there is a lot of money in the mobilization cost and stated that maybe we could provide some services to offset this. Mr. Cannon stated that the mobilization cost was \$0.00 in the past. Mr. Williams and Mr. Pryor agreed.

Mr. Smith suggested calling the event a “Household Electronics Recycling Event”. Mr. Smith explained that this would cut the businesses and other entities out right off the bat. Mr. Smith stated that if it is a “Household Electronics Recycling Event” that we could address the issue of the businesses bringing in large quantities. Mr. Smith stated that they did this for the shredding event. Mr. Cannon noted that there were a lot of residents bringing in “household shredding” at the shredding event and stated that he was in attendance.

Mr. Williams stated that he is not sure how far we can veer from the original bid. Mr. Williams suggested limiting the event to residents or households only and scaled back to only accepting TVs, monitors, computers and laptops. Mr. Pryor stated that he feels that this would be within the scope of the original bid. Mr. Cannon agreed. Mr. Pryor stated that he believes that limiting the event to covered items would be fine and that there was nothing listed in the bid stating who could and could not bring the items in. Mr. Cannon agreed.

Mr. Williams asked if we need to get ready to advertise an event for November 12, 2017? Mr. Cannon answered, yes.

Mr. Smith stated that he was going to look into things on his end.

Mr. Williams asked the board if they would agree to the negotiations if they came to a reasonable cost? Mr. Williams asked Mr. Tipton what we would need to do? Mr. Tipton stated that we would need to hold a meeting to vote on the negotiated terms. Mr. Williams stated that this would most likely be done during our October 23, 2017 meeting. Mr. Tipton stated that this would be acceptable.

Mr. Williams stated that we would negotiate with the vendor and ask him to provide us with any revisions to the costs based on the negotiated terms prior to the October 23, 2017 meeting. Mr. Cannon stated that the cost per pound may not change. Mr. Cannon noted that if we explained to the vendor that we are going to limit the event to residents only that the vendor’s labor costs may go down and with that maybe the vendor could lower the mobilization cost. Mr. Williams agreed and noted that the vendor is anticipating 14 tractor trailer loads of electronics being collected.

Mr. Cannon stated that for negotiation purposes that Mr. Williams is going to explain to the vendor that we will be limiting the event to Warren County residents.

Mr. Pryor stated that a lot of residents have pick-up trucks that they will be showing up with loaded but that he does not want to see box trucks and vehicles like that showing up loaded with electronics.

Mr. Smith suggested limiting each resident to 10 items. Mr. Cannon stated that the line would be slowed up by having to count the amount of items in each vehicle. Mr. Smith stated that it is not hard to count to 10. Mr. Williams suggested limiting each resident to 5 items. Mr. Smith that if we “trim back” by changing the frequency to 1 event and limit the amount of items each resident can bring in that we could be able to come up with a cost of “not to exceed \$55,000.00”. Mr. Smith stated that he would not be able to get any results from his board fast enough to provide any funding towards this event.

Mr. Williams reiterated that he would like to suggest limiting the event to only 5 items per resident. Mr. Smith stated that he understands this. Mr. Pryor suggested saying that the limit is 5 items per vehicle. Mr. Cannon asked if there were 2 people in a car if 5 or 10 items would be accepted? Mr. Pryor stated that the limit would be 5 items per vehicle.

Mr. Tipton suggested that to avoid all the “maybes” we ask the vendor to attend our meeting on October 23, 2017 for negotiations. Mr. Pryor stated that the vendor may need more of a “heads up”. Mr. Cannon stated that we would be cutting it close negotiating on October 23, 2017 for an event that we want to possibly hold on November 12, 2017. Mr. Tipton stated that we can give him a “heads up” and noted that we would be having the same conversation on October 23, 2017 that we are having right now. Mr. Williams stated that he is going to reach out to the vendor. Mr. Cannon stated that if Mr. Williams could negotiate ahead of time and come to a verbal agreement that we could formalize the agreement with the vendor during the October 23, 2017 meeting. Mr. Pryor agreed. Mr. Pryor noted that this would give the vendor more time to review his numbers and come to the meeting prepared.

Mr. Cannon asked what we want to do to limit this event to a household electronics recycling event only? Mr. Smith suggested limiting items to “X number” per vehicle. Mr. Pryor suggested setting the limit at 5 covered items per vehicle. Mr. Cannon asked that if a resident came in with a vehicle that had a trailer attached to it but only had 5 items, if this would be acceptable. Everyone agreed.

Mr. Smith stated that this limit would have us looking at bringing in 2,500 total units at an average of 10 pounds each. Mr. Smith stated that this is really going to “trim this down”. Mr. Cannon and Mr. Williams agreed.

Mr. Allen asked if we accepted the items at no charge? Mr. Williams answered, yes and stated that we have never charged in the past. Mr. Allen stated that he does not understand why we would not charge. Mr. Allen stated that if someone comes in with 5 bags of garbage they get charged. He asked why this is any different? Mr. Williams explained that we have never been charged a fee before. Mr. Williams further explained that the grant money is used to pay for this event. Mr. Cannon agreed that the grant money always offset the cost of the event. Mr. Cannon stated that we have \$55,000.00 in grant money left to use towards this event. Mr. Allen stated that we are not getting any grant money. He asked where the funds would come from? Mr. Cannon and Mr. Williams both stated that there is \$55,000.00 in grant money available to use for this event.

Mr. Cannon asked Mr. Smith how many total units we would bring in if we set the limit to 10 items per vehicle? Mr. Cannon asked what we think the vehicle count would be? Mr. Smith stated that he was basing his calculations off of an estimated count of 500 vehicles. Mr. Williams stated that we would probably have approximately 400 vehicles come to the event. Mr. Cannon stated that 400 vehicles multiplied by 10 items per vehicle would come to 4,000 total units. Mr. Smith stated that 500 vehicles bringing in 10 items each would come to 5,000 total units. Mr. Smith stated that we could estimate that each item would weigh approximately 30 pounds. Mr. Cannon and Mr. Pryor stated that they believe that the average weight per item would be lower. Mr. Pryor stipulated that the items would vary in types and size such as radios versus TVs. Mr. Smith explained that radios were no longer considered hazardous. Mr. Smith stated that if we estimated that each unit would weigh approximately 25 pounds and then multiplied this by 5,000 total units that we would be looking at bringing in 125,000 pounds. Mr. Smith multiplied the estimated 125,000 total pounds by the bid cost of \$0.60 per pound and came up with an estimated cost of \$75,000.00. Mr. Smith stated that based on these figures that we may want to keep the limit at 5 units per vehicle.

Mr. Smith stated that the residents would be saving \$125.00 to come here and drop off their electronics because they are going to pay \$25.00 each to dispose of CRTs other places.

Mr. Smith suggested that we focus on collecting CRTs only and explained that the hazard really lies with CRTs. Mr. Smith suggested that we call the event a “CRT Disposal Day”.

Mr. Cannon stated that he feels that we could afford to accept 10 items per vehicle.

Mr. Williams reiterated that he will call the vendor. Mr. Williams stated that he will invite the vendor to the October 23, 2017 meeting.

Mr. Pryor stated that he feels that it is important to understand which electronics are covered and which are not covered. Mr. Pryor asked if a VCR is considered non-hazardous now? Mr. Williams and Mr. Smith both stated that a VCR is not a covered electronic. Mr. Williams stated that a breakdown of covered and non-covered electronics may be in the handout that he provided. Mr. Mach stated that the question and answer sheet that was handed out has this information in it. Mr. Williams stated that there is a breakdown of covered and non-covered electronics on the last page of the electronics recycling history handout he distributed.

Mr. Allen read from the provided list and stated that TVs, monitors, computers and laptops are covered electronics. He also stated, from the list, that printers and other consumer electronics are non-covered electronics. Mr. Pryor also read from the provided list and stated what the covered and non-covered electronics are.

Mr. Smith stated that if we kept the limit to 10 units per vehicle the items that come in would vary. He noted that some of the units would be TVs and monitors but that other units would be smaller such as computers and laptops. Mr. Cannon stated that he believes that the total weigh will be a little less. Mr. Cannon stated that he thinks setting the limit to 10 units per vehicle is fair especially since we have not held an event in so long. Mr. Pryor agreed. Mr. Williams also agreed.

Mr. Williams recapped that we are going to negotiate towards holding only one event, for residents only with a limit of 10 items per resident. The board agreed.

Mr. Smith stated that he appreciates that the board is spending the time working on such an important issue.

Mr. Cannon stated that he does not want to see TVs on the side of the road as much as he has been. Mr. Pryor agreed.

Mr. Smith stated that he would work on seeing if the county can come up with “gap funding” if it is needed.

Mr. Cannon reiterated that most of today’s handouts are for the board to review for the October 23, 2017 meeting. Mr. Cannon stated that “hard numbers” had come in for the leachate evaporator and that the information regarding this was in one of the handouts. Mr. Cannon noted that the board should review these figures so that they can be discussed at the upcoming meeting.

Mr. Williams stated that on Wednesday, October 11, 2017 he had met with Mr. Steve Donati from CP Professional Services. Mr. Cannon explained that Mr. Donati is the Engineer for the PRMUA in case anyone was unaware. Mr. Williams stated that he and Mr. Donati discussed the pilot program and what needs to be done on the PRMUA end to make it happen.

Mr. Williams stated that the PRMUA has a meeting on Tuesday, October 17, 2017. Mr. Williams explained that Mr. Donati will be discussing our questions and comments with the PRMUA at this meeting. Mr. Williams stated that Mr. Donati is going to be explaining to the PRMUA board exactly what the pilot study is going to entail because Mr. Donati is not sure if the PRMUA fully understands all of the details.

Mr. Williams stated that he showed Mr. Donati what our ammonia levels have been for the last 12 months. Mr. Williams stated that Mr. Donati had explained that when you are dealing with a treatment plant that it is hard to treat ammonia during the winter months and the cold weather and that it is much easier to treat ammonia during the spring or summer months. Mr. Williams stated that Mr. Donati believes that the PRMUA may need to hold off on starting the pilot study closer to spring of 2018 due to how high our ammonia levels are. Mr. Williams noted that the pilot study may not start until late winter or early spring.

Mr. Cannon stated that our only questions were if the PRMUA will be covering the costs for the pilot study in the event that there would be any DEP issues, any issues regarding fines or equipment issues as well. Mr. Cannon also stated that we were questioning if the PRMUA would be covering the trucking costs for the pilot study.

Mr. Williams stated that the PRMUA has been in contact with the DEP and noted that there are several formulas that they will have to put together. Mr. Williams stated that this falls under the responsibility of the PRMUA.

Mr. Pryor stated that the longer it takes for the PRMUA to begin the pilot study, the longer it will be before we can give them a decision as to whether we want to continue working with them. Mr. Cannon agreed. Mr. Mach asked that if the tests can only be run in the summertime if that means that we will only be able to pump leachate to the PRMUA during the warm weather as well? Mr. Williams stated that this is a good point. Mr. Williams stated that we need to get through the pilot study first to see if it is even going to work. Mr. Cannon stated that he agrees. Mr. Cannon noted that he feels that testing should be done at the worst point and not at the most optimum point. Mr. Mach agreed. Mr. Williams stated that Mr. Donati did not say that the PRMUA was definitely going to hold off on beginning the pilot study. Mr. Cannon stated that he would prefer to see the timeline go faster and that he would also prefer to stress the system at the time that it would be "hardest to process". Mr. Mach agreed. Mr. Cannon stated that this falls under Mr. Pryor's expertise.

Mr. Pryor stated that there are typically 2 steps to these types of things. Mr. Pryor stated that the first step is to sit down and run the material balance and apply the loadings on a design basis as to what you have and see where things fall which then indicates if there is a real shot of it working. Mr. Pryor stated that the second step would be to complete a test in the field. Mr. Pryor stated that Mr. Donati should be able to sit down now and run the calculations.

Mr. Allen stated that he believes that running the study during the worst period would give the PRMUA a better idea as to what changes they would need to make to make things work. Mr. Pryor and Mr. Mach agreed. Mr. Allen stated that if the study is being run during the easiest time of the year that the process is not truly being tested. Mr. Pryor agreed.

Mr. Cannon stated that he believes that there are a lot more components to this study than what the PRMUA is aware of. Mr. Cannon stated that he agrees with what Mr. Pryor said regarding some things being able to be done via paperwork before the study even begins. Mr. Cannon stated that it is possible that Mr. Donati was unaware of our high ammonia levels previous to his meeting with Mr. Williams.

Mr. Smith asked how much leachate we can store? Mr. Smith asked if we can store more leachate in the winter than we can in the summer? He noted that the leachate amounts drop off in the winter. Mr. Williams stated that we would need the storage space available for late winter or early spring because of either melting or rain. Mr. Williams stated that we have a storage capacity of 3,000,000 gallons. Mr. Williams noted that we keep the lagoons empty for many reasons, for example, hurricane season. Mr. Cannon added that there are odor issues as well if the lagoons are not empty.

Mr. Williams stated that the PRMUA is working on putting together their information regarding the pilot study.

OTHER BUSINESS

Mr. Cannon presented the board with a map that Mr. Smith had provided regarding the boring that Tilcon will be completing.

Mr. Smith explained that the previous location for borehole 3 was going to be within the 300ft buffer of our planned expansion area. Mr. Smith further explained that Mr. Dave Dech had taken the disturbance limit and extended it to the West to include not only our current footprint but to also include our expansion footprint. Mr. Smith stated that this resulted in the location for borehole 3 needing to be changed. Mr. Smith stated that Tilcon moved the proposed location for borehole 3 and that the Board of Chosen Freeholders had approved the plans with the proper changes. Mr. Cannon asked if we had a copy of the signed agreement? Mr. Smith stated that the Freeholders had completed their resolution in support of the plans but that they are waiting for it to come back because they told Tilcon that they could not start until the new map was approved. Mr. Cannon asked if Tilcon had signed the agreement? Mr. Smith answered, no. Mr. Smith stated that he wanted the PCFA board to see the new map so that they would be aware of the locations of the boreholes. Mr. Cannon asked what the 300ft buffer represents? Mr. Smith explained that this is a buffer around the footprint of the landfill and that it now includes the landfill expansion footprint as well. Mr. Cannon stated that he was not sure exactly where the 300ft buffer applies. Mr. Smith stated that the buffer goes around the physical landfill itself. Mr. Cannon asked if there was a 300ft buffer for the Administration Building as well? Mr. Smith answered no and stated that this is not considered a landfill structure. Mr. Smith stated that he expects to see a signed contract early next week and that he anticipates that the borings will begin before January 1, 2018. Mr. Smith noted that he believes that Tilcon's other expansion plans are on the back-burner until the results from the boring come in.

Mr. Cannon stated that the Agenda for the October 23, 2017 meeting is very full. Mr. Williams noted that there will still be additional items added to the agenda packet such as the financial report, the budget and the final draft report from CP Professional Services regarding the pilot study.

EXECUTIVE SESSION

Executive Session was not necessary.

Mr. Cannon called for a motion to adjourn the PCFA meeting of October 13, 2017.

ADJOURNMENT

With no other business to discuss, **Mr. Pryor** motioned to Adjourn, seconded by **Mr. Allen** at 10:56 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: 11/17/17