

POLLUTION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY

MINUTES OF REGULAR MONTHLY MEETING

December 18, 2017

Chairman James Cannon called the regular monthly meeting of the Pollution Control Financing Authority of Warren County to order at approximately 9:33 am.

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

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

Also present: James Williams, Director of Operations; Brian Tipton, General Counsel; Daniel Olshefski, CFO; Ed Smith, Freeholder Deputy Director; Steve Donati, CP Engineers; BJ Wauhopp, PRMUA Consultant; Jamie Banghart, Administrative Supervisor and 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 December 18, 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 (M-1) the regular monthly meeting minutes from November 17, 2017.

Mr. Pryor stated that on page 3 of the regular monthly meeting minutes the word descent was used improperly and should be changed to the word dissent.

Mr. Cannon stated that on page 7 of the regular monthly meeting minutes that he would like the paragraph that reads: "Mr. Cannon stated that we have discussed possibly stabilizing and not changing prices once the expansion is complete and there are not such drastic limitations to our air space." changed to read as follows: "Mr. Cannon stated that we have discussed possibly stabilizing and not necessarily increasing prices once the expansion is complete and there are not such drastic limitations to our air space."

Mr. Cannon stated that he feels that the change in wording makes the sentence read better.

Mr. Allen made a motion to approve the Regular Monthly Meeting Minutes from November 17, 2017 as amended, seconded by **Mr. Mach**.

ROLL CALL: Mr. Allen - Yes
 Mr. Pryor - Abstain
 Mr. Mach - Yes
 Mr. Cannon - Yes

Mr. Cannon presented (M-2) the Executive Session minutes from November 17, 2017.

Mr. Allen made a motion to approve the Executive Session Minutes from November 17, 2017, seconded by **Mr. Mach**.

ROLL CALL: Mr. Allen - Yes
 Mr. Pryor - Abstain
 Mr. Mach - Yes
 Mr. Cannon - Yes

CORRESPONDENCE

Mr. Cannon presented a letter dated November 17, 2017 from Daniel Olshefski, PCFA CFO to The Honorable Samuel Race, Mayor Township of White, County of Warren, NJ regarding the White Township 2018 Host Fee. Mr. Cannon explained that annually we are required to compute the dollar amount for the White Township Host Fee. Mr. Cannon noted that this is the letter we sent to White Township so that they know what the rate will be for 2018.

PUBLIC COMMENTS (AGENDA ITEMS ONLY)

None.

Mr. Williams asked Mr. Cannon if he would like to hear the PRMUA presentation before moving on to the finance/personnel report? Mr. Cannon stated that we will keep with the order of the Agenda.

FINANCE/PERSONNEL

Mr. Cannon presented Resolution R-12-07-17 Resolution to Adopt the 2018 Budget for the Pollution Control Financing Authority of Warren County for the Fiscal Year Beginning January 1, 2018 and Ending, December 31, 2018.

Mr. Cannon stated that the board had previously approved this budget and then sent it to the State for their review. Mr. Cannon stated that the State has accepted our budget and has given us permission to formally adopt it.

Mr. Olshefski stated that the State has given us permission to adopt the budget today. Mr. Olshefski stated that the budget requests total appropriations in the amount of \$6,636,200.00 and capital appropriations in the amount of \$965,000.00. Mr. Olshefski stated that he recommends adopting this resolution today.

Mr. Cannon asked if there were any questions regarding the 2018 Budget?

Mr. Cannon called for a motion to pass Resolution R-12-07-17 Resolution to Adopt the 2018 Budget for the Pollution Control Financing Authority of Warren County for the Fiscal Year Beginning January 1, 2018 and Ending, December 31, 2018 with Appropriations in the amount of \$6,636,200.00 and Capital Appropriations in the amount of \$965,000.00.

On a motion by Mr. Pryor, seconded by Mr. Allen, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on December 18, 2017.

**RESOLUTION
R-12-07-17**

2018 ADOPTED BUDGET

**POLLUTION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY**

FISCAL YEAR: FROM: January 1, 2018 TO: December 31, 2018

WHEREAS, the Annual Budget and Capital Budget/Program for the **Pollution Control Financing Authority of Warren County** for the fiscal year beginning **January 1, 2018** and ending, **December 31, 2018** has been presented for adoption before the governing body of the **Pollution Control Financing Authority of Warren County** at its open public meeting of **December 18, 2017**; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$ 6,536,200, Total Appropriations, including any Accumulated Deficit, if any, of \$6,636,200 and Total Unrestricted Net Position utilized of \$100,000; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$965,000 and Total Unrestricted Net Position planned to be utilized of \$965,000; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of **Pollution Control Financing Authority of Warren County**, at an open public meeting held on December 18, 2017 that the Annual Budget and Capital Budget/Program of the **Pollution Control Financing Authority of Warren County** for the fiscal year beginning, **January 1, 2018** and, ending, **December 31, 2018** is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

Joseph Pryor, Board Secretary

December 18, 2017

Governing Body

Recorded Vote

Member:

Mr. Allen	<input type="checkbox"/> Aye	Nay	Abstain	Absent
Mr. Cannon	<input type="checkbox"/> Aye	Nay	Abstain	Absent
Mr. Pryor	<input type="checkbox"/> Aye	Nay	Abstain	Absent
Mr. Mach	<input type="checkbox"/> Aye	Nay	Abstain	Absent

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Mr. Olshefski stated that we are 11 months through the year and noted that the financial position still remains very strong. Mr. Olshefski stated that as anticipated our volume has decreased and noted that we have a 7% decrease from last year. Mr. Olshefski noted that so far this year we have brought in 93,000 tons as compared to this time last year when we had brought in 100,000 tons. Mr. Olshefski stated that our average fee per ton is slightly higher than it was last year and noted that our revenues are in line for the year.

Mr. Olshefski stated that our unrestricted cash balance has increased over the past 11 months in the amount of \$1,496,133.00. Mr. Olshefski noted that if the board recalls in 2016 our unrestricted balance had increased by \$2,200,000.00 which means that in the past 2 years our cash balance has increased by a total of \$3,600,000.00. He noted that this is amazing.

Mr. Olshefski stated that our receivables are in line and noted that we do have the two haulers who owe us money. Mr. Olshefski explained that the one hauler continues to pay as agreed to and that the other hauler has not paid anything. Mr. Olshefski stated that he believes that Lovenberg will be making their final payment this month. Mr. Williams asked Mrs. Banghart to confirm that Lovenberg only owes us a small payment plus the interest accumulated? Mrs. Banghart agreed and stated that they owe approximately \$6,000.00. Mr. Williams stated that Lovenberg has been maintaining their payment schedule. Mr. Cannon asked if the final payment will cover 100% of their balance due? Mr. Olshefski answered, yes. Mr. Williams asked Mrs. Banghart if we have received the final payment from Lovenberg yet? Mrs. Banghart answered, no. Mr. Williams noted that they still have 2 weeks to make the payment.

Mr. Olshefski stated regarding the revenues that 92% of the way through the year we have brought in 91% of our anticipated revenue. Mr. Olshefski noted that our investments have better returns that they have in the prior years. Mr. Olshefski also noted that there was some additional funding from the Recycling Grant that came through to the PCFA. Mr. Olshefski noted that the PCFA received \$117,000.00 in grant money as opposed to the usual \$100,000.00.

Mr. Olshefski stated that the County passed a Resolution at their last meeting regarding making the Recycling Coordinator a County Employee. Mr. Olshefski noted that the most recent payroll will be the last payroll in which the PCFA is responsible for paying the Recycling Coordinator.

Mr. Olshefski stated that we have realized 64% of our anticipated expenses for the year. Mr. Olshefski stated that this shows that the expenses are being well streamlined. Mr. Olshefski noted that Mr. Williams has a great handle on what is needed and what is necessary in regards to spending and also noted that this is reflected in our cash balances.

Mr. Olshefski stated that credit card sales are continuing to hold at around 40% and noted that this is about equal to what we collect in cash which is approximately \$300,000.00 for the year. Mr. Olshefski noted that this is what we anticipated when we first started accepting credit cards.

Mr. Olshefski stated that there are some Certificate of Deposits coming due in early January and noted that he will coordinate this with Mr. Williams and explain to him how we go out for bids for these.

Mr. Olshefski stated regarding the transition that things have been going smoothly. Mr. Olshefski stated that as it gets to the end of the year his office will be responsible for doing all of the IRS reporting that is needed in January. Mr. Olshefski noted that this includes W-2s, 1099s and the ACA mandate for the medical benefits. Mr. Olshefski reiterated that his office will fulfill this in January and noted that he will provide an update regarding this at the January PCFA meeting.

Mr. Cannon asked if anyone had any questions?

Mr. Cannon noted that Mr. Olshefski will be attending our January meeting to give us a year-end report.

Mr. Cannon asked Mr. Williams if he had any comments to add regarding the transition? Mr. Williams stated that we have been doing a lot of work in house regarding the transition between Mrs. Banghart, Ms. Gild, Ms. McGarvey and some minor involvement from himself as well. Mr. Williams stated that he feels that Mrs. Banghart, Ms. Gild and Ms. McGarvey have a really good handle on the transition. Mr. Williams noted that as Mr. Olshefski had stated that they are always a phone call away if we need them.

Mr. Williams stated that he and Mrs. Banghart are going to be talking with R&L Data who will be taking over our payroll come the beginning of the year tomorrow to get the final setup of the program on the computers at the PCFA office. Mr. Williams stated that R&L has all of our employees' data as current as it can be and that they are ready to go. Mr. Williams stated that the transition should go fairly smoothly and noted that Mr. Olshefski and his staff have been great with helping through this transition.

Mr. Cannon asked if we will be ready to setup the new job descriptions? Mr. Williams answered, yes and noted that there is still a little tweaking to do internally but he thinks that we are almost there. Mr. Williams stated that he believes that he will be able to start creating the new job descriptions early next year. Mr. Cannon stated that this needs to be done for accountability now that the PCFA is taking on the financial duties. Mr. Cannon asked Mr. Williams if he feels that there are any issues with the transition? Mr. Williams answered, no. Mr. Cannon asked Mr. Olshefski if he felt there were any issues? Mr. Olshefski stated that there may be a rough patch here or there but that we would work through them.

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

Mr. Allen questioned a bill in the amount of approximately \$13,000.00 to repair an oil leak. Mr. Allen stated that he did not remember hearing anything regarding a major oil leak. Mr. Cannon asked if this was regarding to a machine? Mr. Mach stated that the bill was paid to Foley and noted that it is for the D6 Bulldozer. Mr. Cannon stated that this was not an oil leak per se but that it was for a bulldozer repair. Mr. Williams agreed and clarified that this was not a spill. Mr. Allen stated his understanding.

Mr. Cannon asked Mrs. Banghart if there are any other Accounts Receivable issues? Mrs. Banghart stated that there was one bounced this past week and one bounced check the week before. Mrs. Banghart stated that the bounced check from the week before last was paid within 3 days. Mr. Cannon asked if these bounced checks came from residential customers? Mrs. Banghart answered, yes. Mr. Cannon asked if the customers that had bounced the checks had accounts with us? Mrs. Banghart answered, no. Mr.

Pryor stated that he was curious as to whether the customers were in county or out of county? Mrs. Banghart stated that one of the customers was in county and that the other was from Hunterdon County.

Mr. Cannon asked if we should be accepting checks from customers who do not have an account with us? Mr. Williams stated that we accept checks from customers that do not have an account with us until the first time they bounce a check. Mr. Williams noted that we have no way of knowing whose checks will be good or not.

Mr. Cannon asked how much the bounced checks were written for? Mrs. Banghart answered that one of the checks was for \$10.12 and the other was for \$36.00. Mr. Williams stated that the customers will pay us a bounced check fee of \$25.00 on top of their balance owed. Mr. Cannon stated that he understands but noted that he is not sure if accepting checks from customers without an account is worth the trouble. Mr. Williams stated that in the event that a customer bounces a check and does not pay the PCFA has to file a claim with them in court. Mr. Williams noted that this does not cost us any money but that it just costs us time. Mr. Cannon stated that there is still the possibility that the customer will not pay. Mr. Williams stated that most of the time once the customer gets the court notice they are quickly showing up at the office to pay. Mrs. Banghart stated that it has been 6 months since the last bounced check that we received. Mr. Cannon stated that he recalls the situation. Mr. Cannon stated that nobody takes checks anymore. Mr. Williams explained that once a customer bounces a check that they had written to us that they are placed on a list that is kept over in the scale house and that we no longer accept checks from that customer even if they pay. Mr. Cannon stated that he would like to look into whether accepting checks makes sense for the future. Mr. Cannon also stated that maybe if a customer does not have an account with us they should not be allowed to pay with a check. Mr. Williams stated that we can look into this policy.

Mr. Cannon asked if there were any other questions regarding the bills?

Mr. Cannon called for a motion to approve Resolution R-12-01-17 To Pay Bills of December 18, 2017 in the amount of \$366,310.74.

On a motion by *Mr. Pryor*, seconded by *Mr. Allen*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *December 18, 2017*.

R E S O L U T I O N

R-12-01-17

To Pay Bills – December 18, 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. Pryor - Yes
Mr. Mach - Yes
Mr. Cannon - Yes

We hereby certify Resolution to Pay Bills in the amount of **\$366,310.74** to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the *18th day of December, 2017.*

Crystal Gild
Recording Secretary

James Williams
Director of Operations

Approved: 12/18/2017

PRESENTATIONS

Mr. Cannon stated that there are representatives from the PRMUA here to present us with information regarding Agenda Item A-1 (PRMUA Raw Leachate Pilot Program).

Mr. Cannon asked the representatives from the PRMUA to present the board with an overview of the Raw Leachate Pilot Program.

Mr. BJ Wauhoh began the presentation by stating that he is the Authority Consultant for the PRMUA and that he has a background in mechanical engineering. Mr. Wauhoh noted that he has been involved in designing the construction of concrete plants across the United States and Canada as well as a few places overseas. Mr. Wauhoh stated that he has been the PRMUA Consultant for the past five and a half years.

Mr. Wauhoh stated that he has been with the PRMUA while they have been accepting treated leachate from our facility. Mr. Wauhoh stated that he has seen the decline in the amount of leachate that we are sending them and the effect that it has had on the PRMUA budget. Mr. Wauhoh stated that the PRMUA thought it would be prudent to propose a pilot study to accept raw leachate from the PCFA to the PRMUA along with the PCFAs permit renewal. Mr. Wauhoh explained that the PRMUA made an \$11,500,000.00 upgrade recently. Mr. Wauhoh stated that they would like to have the opportunity to try to accept raw leachate from us and see how their facility performs which is the purpose of the pilot study that they put together.

Mr. Wauhoh stated that the PRMUA Board passed a resolution to support the pilot study.

Mr. Wauhoh stated that the details of the pilot study and what it would entail is included in the report that was distributed to the board today.

Mr. Cannon asked if they would like to go over the whole report with the board or provide the board with an explanation of the Resolution from the PRMUA board? Mr. Cannon asked Mr. Wauhop to provide the board with what the PRMUA board intended with the Resolution that they passed.

Mr. Wauhop stated that he recalls that the Resolution was passed unanimously and noted that there may have been one dissent. Mr. Wauhop stated that the PRMUA is proposing by way of a pilot study is to test the efficiency of their plant to accept raw leachate. Mr. Wauhop stated that they propose to do this by having the PCFA haul raw leachate in 7,000 gallon quantities directly to the PRMUA in lieu of trucking it to Passaic Valley. Mr. Wauhop explained that this would let the PRMUA replicate what would happen if in the future the PCFA pumped the raw leachate directly to the PRMUA. Mr. Wauhop noted that this is what the process used to be prior to the installment of the PCFAs treatment plant.

Mr. Wauhop explained that the PRMUA would take the trucks of raw leachate on an individual basis and place them in a 21,000 gallon frac tank which would allow them to monitor the flow of the leachate through their plant. Mr. Wauhop stated that they would start processing with a minimum of 5,000 gallons per day and then increase this amount based on the overall performance of their plant. Mr. Wauhop stated that they will carefully monitor everything to make sure that they are in compliance with any recommendations from the DEP. Mr. Wauhop stated that the purpose of the pilot study would be to see if the PRMUA could gradually increase the amount of raw leachate going through their facility until they see if there are any issues with their plant. Mr. Wauhop stated that it is the hope that with the pilot study the PRMUA would be able to accept 15,000 to 20,000 gallons of raw leachate per day from our facility.

Mr. Wauhop stated that the pilot study should provide the data needed to create a proposal of raw leachate acceptance from the PCFA to the PRMUA.

Mr. Wauhop stated that if in the future the PCFA did pump the raw leachate directly to the PRMUA they could monitor the process and the PCFA would save on the cost of trucking and any costs associated with the PCFAs existing treatment plant.

Mr. Pryor stated that he has been involved in these types of studies before. Mr. Pryor stated that he feels that at least most of the PCFA Board has come to the conclusion that it makes no sense to operate our treatment plant because it is very inefficient for us and very expensive. Mr. Pryor stated that we are at the point where we need to find a different way to get rid of the raw leachate or come up with a cheaper process ourselves.

Mr. Pryor stated that he believes the third step in the PRMUAs study is preliminary calculations. Mr. Pryor explained that we have a ton of data here and that we have just done studies on our own plant. Mr. Pryor noted that the PRMUA has their own operating data as well. Mr. Pryor stated that in his opinion before we go through the expense of setting up things such as trucking and so on, that the PRMUA has more than enough data to perform a materials balance to see where they are with how much ammonia they can treat and whether they would exceed TDS limitations. Mr. Pryor noted that this would all be on a theoretical basis. Mr. Pryor stated that his thought is to just pause here and discuss this before we go on with the expense of the rest of the process. Mr. Pryor noted that it seems to him that the PRMUA has come to some sort of preliminary conclusion to which the pilot test would either confirm or repudiate these conclusions.

Mr. Steve Donati from CP Professional Services and the Engineer for the PRMUA introduced himself to the board.

Mr. Donati stated that the PRMUA had already looked at all of the data to come to a preliminary conclusion. Mr. Donati explained that it would take a high level modeling effort to truly calculate what the PRMUA plant could do and still because of the variation in the leachate and the potential toxicity the preliminary conclusion could be skewed. Mr. Donati explained that the PRMUA felt that instead of spending a lot of money modeling and calculating that they would just go ahead and do the pilot study. Mr. Donati stated that there is not a lot of cost associated with the actual pilot study itself.

Mr. Pryor stated that he is not necessarily talking about sophisticated computer modeling and explained that the PRMUA know their volumes, loadings and allowable ranges and with this knowledge they could come to a tentative conclusion fairly quickly with very basic computations. Mr. Pryor stated that he would like to see these results before we invest in a whole lot of other things.

Mr. Donati stated that the calculations presented in the packet is what Mr. Pryor is looking for. Mr. Donati stated that these calculations show that the ammonia is the limiting factor. Mr. Pryor asked if the PRMUA has come to that conclusion? Mr. Donati answered yes and explained that the tipping point would be about 10,000 gallons of leachate. Mr. Donati explained that due to all of the factors of safety built into the calculations that the number could change to 15,000 gallons or possibly 18,000 gallons. Mr. Pryor stated that this is what he wanted to hear and noted that 10,000 to 15,000 gallons of leachate is approximately 30% of our effluent and Mr. Williams agreed.

Mr. Donati stated that the first thing the PRMUA was speak with the DEP. Mr. Donati explained that sometimes the DEP will take a backseat approach with pilot studies but due to issues that occurred after Hurricane Sandy with landfills needing to bring their leachate to other facilities and there being some bad experiences with this he feels that the DEP is going to be very involved with this pilot study. Mr. Donati explained that because of this we may never even get to hauling leachate because when the DEP starts doing their own calculations they may say that we cannot bring more than 1,000 gallons to the PRMUA. Mr. Donati stated that this is why they wanted to take this first step and send the DEP the pilot study work plan for them to review and run calculations and then go from there.

Mr. Pryor stated that he asks that the calculations that the PRMUA has be shared with the board. Mr. Donati stated that they would do this.

Mr. Williams explained to Mr. Pryor that we provided the PRMUA with a lot of our data. Mr. Pryor stated that he is PCFA Board Member and an engineer and that he is acting in an advisory role. Mr. Pryor explained that as a board member he prefers to take things one step at a time. Mr. Donati stated that he is not aware of what Mr. Pryor's experience is with waste water and explained that there is mass balance on the basics. Mr. Donati stated that TDS is easy because TDS does not get removed and explained that it gets calculated and transferred. Mr. Donati explained that with waste water there are a lot of variables and even if you run a lot of calculations the results boil down to the specific plant and how the plant acclimates to the product. Mr. Pryor stated that he understands this and explained that he spent his career as an engineer with most of his work in waste water. Mr. Pryor noted that he had the highest classification of operator's license in all four grades. Mr. Pryor explained that there are design parameters that could be worked with to come up with a range of numbers. Mr. Donati stated that they can do this and would then share the information with the PCFA.

Mr. Donati stated that the other particular regarding the pilot study is that it allows the PRMUA to test the different variations of the plant that they built. He noted that there is an anoxic zone that they can expand or decrease and that they have the infrastructure to do recycling to improve nitrate removal. Mr. Pryor stated that we have those things on a smaller level here at our facility. Mr. Donati explained that the pilot study may get expanded as it goes on because they may be able to implement changes that improve the process based on what is happening. Mr. Pryor stated that we have been through the same

thing here on a smaller scale. Mr. Donati stated that there is always the ability for process optimization and that changes can be made that make a big difference. Mr. Donati stated that it is better to actually try to process to see what the results are than to try to calculate the results.

Mr. Pryor stated that if the PRMUA provides us with a paper study and the board reviews it and it does not really align with what we are trying to do that we would be able to know this upfront.

Mr. Pryor stated that he understands the impact that not sending leachate to the PRMUA has on the PRMUA and that we have discussed it.

Mr. Pryor stated that we need to make sure that the whole process is practical and makes sense.

Mr. Wauhop stated that the PRMUAs Resolution was that they would present the pilot study plan to the PCFA and have it included as part of our renewal application which would give us the chance to let the PRMUA prove that they could accept raw leachate from us. Mr. Cannon asked if this was regarding the resolution itself? Mr. Wauhop answered, yes.

Mr. Wauhop stated that throughout the PRMUAs discussions and deliberations regarding the resolution that they proposed to accept full responsibility for any penalties that may be generated due to the discharge into the Pequest River. He also stated that the PRMUA would absorb the costs of the pilot study and assist the PCFA in preparing the amended SIU permit application. Mr. Wauhop further stated that the PRMUA would pay for their own sampling costs. Mr. Wauhop explained that for the pilot study the PRMUA would be looking to accept raw leachate in 7,000 gallon truck loads which would save the PCFA money on treatment and trucking charges for sending the leachate to Passaic Valley. Mr. Cannon stated that he is on board with those aspects of the resolution.

Mr. Williams asked if we could pause right here for a minute? Mr. Williams stated that earlier Mr. Wauhop stated that the PRMUA would be accepting 5,000 gallons of leachate from us but in the resolution it states 7,000 gallons. Mr. Donati explained that the leachate would be fed into the PRMUA plant in 5,000 gallon increments. Mr. Donati noted that they are trying to accommodate us as best as they can and they figured it would be easier for us to send full 7,000 gallon trucks and they would store the excess and bring it into the plant at their own pace. Mr. Williams stated that even when we get to that point he would need to know what type of tank the leachate will be going into at the PRMUA. He stated that he would need to know if the tank was above ground or below ground. Mr. Williams also stated that he would need to know how our tanker would discharge into the tank and whether it would be gravity fed or if the tanker would need to have a pump on it. Mr. Williams stated that we will need to have all of this information to incorporate into our bid document for when we go out to bid for the hauling.

Mr. Pryor asked if Mr. Williams had any idea what the hauling costs would be? Mr. Williams stated that it would probably cost \$300.00 to \$400.00 per truck load. Mr. Pryor asked if we were going to be sending one truck load per day? Mr. Williams answered, yes. Mr. Pryor asked how many days a week we would be sending over a truck? Mr. Williams and Mr. Donati both answered that we would be sending trucks over 5 days a week. Mr. Pryor stated that this comes to about \$2,000.00 per week. Mr. Pryor asked how many weeks we would be doing this? Mr. Williams answered that we would be doing this for 6 months. Mr. Pryor stated that this would equate to about 26 weeks at \$2,000.00 per week which would put us over the bid limit. Mr. Williams and Mr. Cannon agreed. Mr. Williams stated that if the pilot study works and we end up increasing how many gallons we truck to the PRMUA the price would then go up.

Mr. Cannon stated that he does not want to get ahead of ourselves.

Mr. Cannon stated that he feels that there would need to be some kind of agreement between the PRMUA and the PCFA. Mr. Cannon stated that he is sure that Mr. Williams and Mr. Pryor may have some additional ideas regarding the agreement. Mr. Cannon noted that there are also some potential conflict regarding Mr. Tipton.

Mr. Cannon stated that regarding the resolution that he does not find item number 5 (Once an acceptable daily volume of raw leachate is established, the PCFA will be required to continue to convey that daily volume to the Oxford WWTF, providing the PCFA has that volume of leachate to convey, it is permitted to do so by its NJPDES-SIU permit and that the PRMUA is able to effectively treat it at that time.) in any way, shape or form acceptable for the PCFA to include in any permit or agreement. Mr. Cannon stated that he feels that this is a very open-ended statement. Mr. Cannon stated that item number 5 would need to be struck from the PRMUA resolution or we would need to come up with an accommodation that both entities would be happy with.

Mr. Donati explained that the idea within item number 5 of the PRMUA resolution is that the PRMUA would be spending money on this pilot study and they were hoping that there would be a commitment to the pilot study on the PCFAs end. Mr. Cannon reiterated that the wording is open-ended and stated that he feels that even Counsel would say that no one would ever agree to those terms.

Mr. Cannon stated that looking forward there is a possibility that there would be a trucking issue and we would need to call over to the PRMUA to say that there would not be a truck coming that day. Mr. Donati agreed. Mr. Cannon stated that we would need to have steps in process for a situation like this. Mr. Cannon stated that this would be needed for example if our contract was for sending 2 trucks per day and 6 weeks into the pilot study the PRMUA says that there is a problem and the PCFA has an additional 16 week hauling contract to pay. Mr. Cannon stated that there would need to be consideration for a situation of this sort whether it be that we take the cost off of any future fees we owe to the PRMUA or something along those lines.

Mr. Cannon stated that neither the PCFA nor the PRMUA know how this pilot study is going to turn out and it would end up being difficult if we got into a situation where we were constantly starting and stopping the process.

Mr. Cannon stated that within the pilot study item number 14 (Prior to the conclusion of the 6 month study period (approximately week 22), the PRMUA will communicate with the PCFA and the NJDEP regarding whether the study period will be extended.) is a very ambivalent statement. Mr. Cannon stated that again and the same as with resolution item number 5 the PCFA would need to agree to this. Mr. Cannon stated that the PCFA would never agree to a pilot study item number 14 and explained that it would need to be a mutual decision as to whether or not the pilot study would be extended. Mr. Donati agreed. Mr. Cannon stated that it does not read that way and stated that it reads as if the PRMUA would let the PCFA know if the pilot study was going to be extended. Mr. Cannon stated that he would want it added that both entities will decide if the pilot study is extended. Mr. Donati agreed and explained that it is supposed to mean that the PRMUA would inform the PCFA if they needed more time to complete the pilot study and that the PRMUA would ask the PCFA if this was acceptable. Mr. Cannon reiterated that it does not read that way and stated that he feels that we would need an agreement that excludes some of the ambivalent stipulations.

Mr. Williams stated that he will work with Mr. Tipton to make sure that there is proper language within the contract. Mr. Cannon stated that he feels that we should have a contract drawn up that includes the resolution, the pilot study plan and any pertinent items from today's discussions.

Freeholder Deputy Director Smith suggested that the PCFA do a short term hauling contract that would be under the bid threshold. Mr. Smith provided the example that we could get a hauling contract for a 3 month period which would be under the bid threshold and the hauling could be done on a per diem basis. Mr. Smith stated that he feels that the PRMUA is taking risks regarding the pilot study and that he feels that we could craft an agreement that allows for certain contingencies.

Mr. Williams stated that in our existing hauling contracts there are no commitments and we could haul 0 gallons or 7,000 gallons depending. Mr. Tipton stated that he does not recall exactly what is written in our current hauling contract. Mr. Tipton asked if we could use the same contract we have now for the trucking? Mr. Williams explained that the current hauling contract is for hauling to Passaic Valley exclusively. Mr. Tipton asked how the trucking company charges us? Mr. Williams and Mr. Cannon both stated that we are charged per gallon. Mr. Williams stated that it is possible that the fee per gallon may be cheaper since it is such a short distance between the PCFA and the PRMUA. Mr. Williams stated that we currently pay \$00.04 per gallon but reiterated that it might end up being cheaper. Mr. Cannon stated that it would be easier. Mr. Cannon asked if the current hauler would want to compete with themselves? Mr. Williams stated that the current hauler may give us a price. Mr. Donati stated that the concept is that it would end up being cheaper for the PCFA to haul to the PRMUA as opposed to hauling to Passaic Valley. Mr. Williams agreed. Mr. Donati stated that the trucking should not cost us more and noted that it should in fact cost us less assuming that we can get a decent hauling rate. Mr. Williams agreed.

Mr. Cannon stated that we do not know yet what the PRMUA would charge us and if there would be a rate change since they would be accepting raw leachate from us as opposed to treated leachate. Mr. Cannon stated that there is a possibility that it would be more expensive. Mr. Cannon stated that if the fee per gallon that PRMUA ends up charging us is less than what they charge us now that maybe the cost to the PCFA would be lower. Mr. Cannon stated the opposing view that if the rate PRMUA charges us stays the same as it is now and we then need to add in the hauling costs there is a potential for the cost to the PCFA to be higher. Mr. Cannon stated that all of these factors are still unknown. Mr. Cannon asked Mr. Williams if he agreed with this? Mr. Williams stated that he would hope and expect the costs to be lower. Mr. Olshefski stated that in his opinion the costs would be very similar to what they are now. Mr. Olshefski explained that we pay \$00.025 cents per gallon to Passaic Valley and \$00.022 cents per gallon to the PRMUA and then the other factor would be the trucking costs. Mr. Olshefski also explained that eventually if the trucking is eliminated it would certainly end up being cheaper. Mr. Cannon stated that we are not going that far down the road yet and Mr. Williams agreed.

Mr. Williams stated that he feels that when the pilot study application does go before the DEP that the DEP will not provide an answer overnight. Mr. Donati agreed. Mr. Williams surmised that it may take a couple of months for the DEP to approve the pilot study. Mr. Donati agreed. Mr. Williams stated that while we are waiting to hear back from the DEP we could be going out to bid for a hauler and see what kind of rates we get. Mr. Williams stated that he would not expect the pilot study to begin until spring. Mr. Donati agreed.

Mr. Pryor stated that he has been reading the pilot study plan while the meeting has been transpiring and that he has found that it seems that the PRMUA has already compiled a preliminary material balance. Mr. Pryor stated that the PRMUAs conservative figure is \$10,000 gallons per day and that some tweaking may allow for this number to increase. Mr. Donati agreed and stated that it could go up to 20,000 gallons but he doubts it.

Mr. Wauhup stated that when the PRMUA proposed the trucking they were doing it on the assumption of 7,000 gallons per day, 5 days per week which is the most inexpensive load size. Mr. Wauhup stated that if the PRMUA took 5, 7,000 gallon loads per week that it computes to 35,000 gallons per week. Mr.

Wauhop stated that they would bleed the 35,000 gallons of leachate into their plant in increments of 5,000 gallons per day, for 7 days of the week that this would equate to them processing the 35,000 gallons. Mr. Wauhop explained that this would allow for the most economical way of trucking while allowing the PRMUA to keep the same flow going through their plant during their high flow periods throughout the day.

Mr. Pryor asked if the PCFA has a contract that is expiring with the PRMUA? Mr. Williams answered, no.

Mr. Pryor asked if the PRMUA anticipates providing us with at least an amended contract at the end of this study? Mr. Cannon stated that he would want one agreement for the pilot study and then the results of the pilot study would dictate whether or not we negotiated another agreement with the PRMUA. Mr. Pryor asked if this would include a rate change? Mr. Cannon stated that if the pilot study proves to be lucrative for both entities that he is sure that we would have a rate discussion at that time.

Mr. Williams stated that if the pilot study is successful the DEP would amend our permit to allow the discharge of the raw leachate from the PCFA to the PRMUA to occur. Mr. Williams stated that this is 8 months down the road though. Mr. Donati agreed.

Mr. Olshefski asked if the PRMUA would not be accepting any treated leachate from us throughout the duration of the pilot study? Mr. Donati stated that to get accurate results that the PRMUA would not want the leachate to be treated at all. Mr. Donati explained that there are things in the leachate such as TDS that they would have to account for in bulk and that he believes that it would be best to not pre-treat the leachate. Mr. Pryor stated that the point of the pilot study is to find out if the PRMUA can handle untreated leachate. Mr. Donati agreed and explained that pretreating the leachate would skew the results.

Mr. Williams explained that not pre-treating the leachate becomes a problem for the PCFA because once we stop the treatment process the treatment plant biological process will die. Mr. Williams explained that if we ever needed to re-seed and get the biological process acclimated again that it would be a long process. Mr. Donati asked Mr. Williams if we have the ability to take the effluent and put it back into our storage which would allow us to keep the plant running. Mr. Williams stated that this would make no sense because we would be recycling treated leachate through the treatment plant. Mr. Donati noted that he understands this but that it would at least allow us to keep our treatment plant running for the 6 months. Mr. Williams stated that we would be then hauling out a mixture of raw leachate and treated leachate to the PRMUA. Mr. Donati stated that there would be a little mix but that he feels that based on the volume of raw leachate it would be okay. Mr. Williams explained that the only place we could store the raw leachate would be the same tank that the raw leachate would get drawn from. Mr. Cannon stated that we would have a lot of mix then. Mr. Donati asked if we only use the concrete lagoon? Mr. Williams answered, yes and stated that the others are mainly for surge protection. Mr. Williams explained that treated effluent goes into the raw leachate which dilutes it somewhat. Mr. Cannon stated that it will be very difficult to not have the raw leachate slightly diluted.

Mr. Williams asked why we could not just send the raw leachate directly through the pipeline? Mr. Donati explained that the PRMUA would have to account for the fact that some entities would still be sending them pretreated leachate through the pipeline and we would be sending them raw leachate through it.

Mr. Wauhop asked what the current flow rate is that the PCFA is sending to the PRMUA? Mr. Williams answered that we are sending them 5,000 to 6,000 gallons of leachate per day on average. Mr. Wauhop stated that he believes that over the past weekend we were only sending them 2,500 gallons. Mr. Williams stated that Mr. Wauhop had obviously already had the answer to his question. Mr. Donati

asked if the leachate we are sending them now is diluted at a ratio of 1:1? Mr. Williams stated that we are sending the PRMUA approximately 250,000 gallons a month so the daily rate could be based off of that figure. Mr. Williams answered Mr. Donati's question and stated that yes, the leachate is diluted at a 1:1 ratio. Mr. Donati stated that the PRMUA could try to rework their math so that we can keep our treatment plant running.

Mr. Pryor stated that he is not sure how long it would take for us to get our treatment plant going again if we had to stop using it. Mr. Pryor noted that we always have the option of hauling our leachate to Passaic Valley while we are working on getting our treatment plant back up and running. Mr. Williams stated that we could simply not restart the plant. Mr. Cannon stated that we would have to look at our numbers at that point to decide the best course of action. Mr. Pryor stated that he does not believe that restarting our treatment plant will take as long as Mr. Williams feels that it will but noted that he is not entirely sure. Mr. Williams stated that leachate is very difficult to work with. Mr. Cannon stated that if we did not restart our treatment plant and the pilot study fails that we could still take the leachate to Passaic Valley. Mr. Pryor agreed. Mr. Williams stated that in the end hauling to Passaic Valley is cheaper.

Mr. Cannon stated that one of the things he has been rallying against regarding the treatment of the leachate is the amount of fresh water that we need to pull out of the ground to do so. Mr. Pryor stated that he agrees that it is a frivolous use of water. Mr. Cannon stated that paying to have this water processed galls him. Mr. Cannon stated that this plays a major part in our thought process in regards to hauling the leachate aside from the pilot study. Mr. Cannon asked how many gallons of fresh water we used last year? Mr. Williams answered that we used approximately 3,000,000 gallons of fresh water last year. Mr. Cannon stated that this is an incredible amount of water and noted that he wanted to share with the PRMUA that water consumption is one of our major concerns.

Mr. Smith stated that regarding where we are now in an effort to try to make things move forward it was his understanding that we were trying to get temporary authorization for the pilot study before the modification of our permit. Mr. Smith asked if there was a limit on the amount of ammonia we can send out from our facility? Mr. Williams answered, yes. Mr. Smith asked if it was possible to amend the areas of the PRMUAs resolution that the board finds issue with so that we can get the process moving ahead. Mr. Williams stated that he believes the DEP has the final say over the amount of ammonia we can send out of our facility. Mr. Smith stated that there is going to have to be a resolution from the PCFA Board stating that it is alright for the PRMUA to move forward with the pilot study. Mr. Cannon agreed. Mr. Cannon noted that with the other DEP issues that are currently in play that he does not want to push too much. Mr. Smith stated that he understands this and noted that he believes the PRMUA perspective the other DEP issues have nothing to do with this. Mr. Smith stated that he does not want to end up waiting for the PCFAs permit renewal when we could ask for the temporary lift on the discharge from our facility which he feels is the biggest obstacle we face.

Mr. Cannon stated that he feels the few items that we have discussed for putting together an agreement gets us $\frac{3}{4}$ of the way there. Mr. Cannon stated that the DEP may be more likely to expedite the approval of a pilot study. Mr. Smith stated that the DEP usually embraces pilot studies. Mr. Cannon stated that the DEP did so for Covanta when they wanted to perform their pilot study.

Mr. Smith stated that it would be beneficial to have the results of the pilot study for when we go to amend our permit. Mr. Smith also noted that the pilot study could potentially crash and burn within the first 6 weeks. Mr. Williams agreed that this is a possibility.

Mr. Williams stated that he believes that we are currently at the point where we need to get the draft from Mr. Donati as to what is going to be submitted to the DEP regarding the pilot study and the SIU

permit amendment. Mr. Donati explained that the SIU permit needs to be amended before the PRMUA can do anything regarding the pilot study because with our current SIU permit we would not be able to send the PRMUA the raw leachate they need to perform the pilot study. Mr. William stated that if the PRMUA provided us with the draft amendment to the SIU permit the PCFA Board could review it and approve it for submittal at our January meeting. Mr. Williams stated that after this the PRMUA resolution would come into factor. Mr. Smith stated that he believes that things would move pretty fast from that point. Mr. Williams stated that obviously this is contingent on whether or not it is acceptable to the PCFA Board. Mr. Cannon stated that he has already presented the items in the PRMUA resolution that he finds issue with. Mr. Pryor stated that 3 elements need to come together and noted that we would need the draft permit amendment from the PRMUA, then need to make arrangements for the hauling of the leachate and then find out how we are going to handle our treatment plant. Mr. Williams stated that the hauling could probably be handled relatively quickly. Mr. Pryor stated that he believes the other items could be handled quickly as well. Mr. Pryor stated that he feels that we need to have further discussions and that we cannot come to a conclusion today. Mr. Williams stated that if we are going to mothball the treatment plant that we would have to discuss that at some point as well but that it does not have to be today.

Mr. Cannon stated that he would like to have Mr. Pryor's feedback regarding all of this sooner rather than later. Mr. Pryor stated that in his opinion the controlling factor is the ammonia and that the calculations provided by the PRMUA are conservatively showing that they could accept 10,000 gallons of raw leachate from us which would be confirmed or repudiated based on the pilot study. Mr. Williams asked if TDS is going to be an issue? Mr. Donati answered, no but explained that it is not far behind as a determining factor. Mr. Donati stated that they will be watching the TDS levels carefully. Mr. Pryor stated that in our experience the TDS was beginning to adversely affect the treatment plant when it reached levels over 20,000 ppm. Mr. Pryor stated that the material balance at the PRMUA plant will be a completely different scenario. Mr. Donati stated that they do have a limit regarding TDS. Mr. Pryor asked what that limit was? Mr. Wauhoh stated that the PRMUAs TDS limit is 7,000 pounds per day and that they are currently at 3,500 pounds per day. Mr. Pryor stated that he feels the increase to the TDS levels at the PRMUA will be small. Mr. Donati explained that one of the challenges is the variations of the TDS levels. Mr. Cannon asked if it would double the amount that the PRMUA has now? Mr. Williams stated that it depends on the flow that they get from us. Mr. Donati agreed. Mr. Cannon noted that sometimes there were some big spikes in our TDS levels.

Mr. Mach stated that Mr. Donati and Mr. Wauhoh have not mentioned the DRBC (Delaware River Basin Commission) at all. Mr. Mach asked if there is any involvement from the DRBC regarding the pilot study. Mr. Donati stated that this is another wildcard because the DRBC may or may not get involved. Mr. Mach stated that it seems like the DRBC would have the controlling factors at the end of this process. Mr. Donati agreed.

Mr. Pryor asked what the flow at the PRMUA plant is currently? Mr. Donati stated that the current flow to the PRMUA plant is approximately 280,000 gallons. Mr. Pryor stated that we are currently discussing less than 5% of the PRMUAs flow. Mr. Pryor stated that based on this ratio he does not see TDS being a controlling factor. Mr. Cannon stated that ammonia levels are going to be an issue based upon how their system handles it. Mr. Wauhoh stated that it is going to depend on how the process is tweaked using the remnants of the old plant and then using the new plant. Mr. Wauhoh stated that the purpose of the pilot study is to find out if the PRMUA can handle the ammonia levels.

Mr. Williams stated that the PCFA will wait for a draft plan amendment from the PRMUA. Mr. Donati stated that if everyone is on board, the PRMUA meets tomorrow night and they can then approach the DEP with the pilot study plan. Mr. Williams stipulated that the request for the amendment to our permit with the DEP needs to come from the PCFA directly. Mr. Donati agreed and explained that the PRMUA

just wants to discuss with the DEP what their intentions are regarding the pilot study. Mr. Donati stated that the DEP has already acknowledged that the PCFAs SIU permit needs to be modified to allow the pilot study to occur. Mr. Donati stated that the PRMUA would just the process to determine how the DEP wants to handle the modification and then the PRMUA would come back to the PCFA with a plan for modifying our SIU permit which would need to be submitted by the PCFA directly.

Mr. Williams stated that he believes that the DEP has already issued our new SIU permit and that they did not wait for the information regarding the pilot study. Mr. Williams stated that the SIU representatives were at our facility approximately 3 weeks ago and that they were going through the process of the public notice and issuing the permit because they did not want to wait any longer. Mr. Donati stated that he understands why they did not want to wait. Mr. Donati explained that the process for the PRMUA may change now that our permit has potentially already been issued. Mr. Williams stated that the DEP stated that everything regarding the modification of the PCFAs SIU permit needs to come directly from the PCFA because it is the PCFAs permit.

Mr. Wauhopp stated that it may be worth considering removing the 5th item from the PRMUA resolution and simply state that the PCFA would permit the PRMUA to approach the DEP with an amendment to our SIU permit, pursuant to the first 4 provisions of the PRMUA resolution. Mr. Wauhopp stated that we would eliminate any issues of discussions regarding future rates and volumes until the results of the pilot study come in so that objective decisions could be made. Mr. Wauhopp stated that if the PCFA board is in favor of items 1 through 4 of the PRMUA resolution then he asks that they be allowed to move forward. Mr. Cannon stated that he is okay with items 1 through 4 of the PRMUA resolution. Mr. Pryor stated that he feels that we should let any decisions go until the January PCFA meeting so that the PCFA board has time to discuss and compile their thoughts. Mr. Pryor stated that he would like to get the treatment plant operator's opinion on shutting down and restarting the treatment plant. Mr. Pryor reiterated that he would like to wait until the January PCFA meeting to make any decisions. Mr. Cannon agreed. Mr. Pryor asked if the PRMUA would be harmed if we waited another month to make a decision? Mr. Cannon stated that we are not going to take any action now. Mr. Donati stated that they would not want to start taking raw leachate from us in the middle of the winter anyway and that they do not want to begin the pilot study until the spring. Mr. Donati stated that the PRMUA would take the month to compile more information.

Mr. Wauhopp stated that regarding the pilot study he thinks that the PRMUA is going to keep that progressing forward and noted that today's discussion has certainly been beneficial. Mr. Wauhopp stated that he can go back to the PRMUA board and discuss the PCFAs issues with item number 5 of the PRMUAs resolution. Mr. Wauhopp stated that we should keep the pilot study moving forward positively and objectively. Mr. Wauhopp noted that he feels that the PRMUA has built a race horse and they would like to see it run.

Mr. Williams asked Mr. Donati and Mr. Wauhopp to keep him in the loop regarding any discussions that they have with the DEP so that he knows what is going on. Mr. Cannon stated that the board would like to be copied on any correspondence between the PRMUA and the DEP regarding these issues. Mr. Wauhopp stated that so far the PRMUA has only had a preliminary discussion with the DEP and that as of yet they have not provided the DEP with anything. Mr. Pryor asked if the PRMUA plans to provide the DEP with the pilot study plan that was presented to the board today? Mr. Donati stated that they will eventually submit a version of the pilot study plan to the DEP.

Mr. Cannon reiterated that he had an issue with item number 14 within the pilot study plan.

Mr. Cannon asked Mr. Mach what his thoughts are regarding moving forward? Mr. Mach stated that he thinks it is a good plan.

Mr. Cannon asked if anyone had any other questions?

Mr. Cannon asked Mr. Donati and Mr. Wauhop if they have anything else to add?

Mr. Cannon asked Mr. Smith if he had any other thoughts?

Mr. Williams reiterated that he needs the information regarding the leachate holding tank at the PRMUA so that we can go out to bid for the hauling. Mr. Donati stated that he will get the information to Mr. Williams.

Mr. Smith stated that he feels that this is a great opportunity for 2 local entities to work together and that if down the road the PRMUA would be able to accept raw leachate through the pipeline. Mr. Smith stated that this would result in a positive benefit to the PRMUA and hopefully a savings in costs to the PCFA.

Mr. Cannon asked if there were any further questions.

Mr. Cannon thanked Mr. Donati and Mr. Wauhop for attending today's meeting and presenting to the board. Mr. Williams, Mr. Cannon and the board wished Mr. Donati and Mr. Wauhop a Merry Christmas and a Happy New Year. Mr. Donati and Mr. Wauhop reciprocated.

FACILITIES/RECYCLING

Mr. Williams presented Agenda Item A-2 (Proposal(s) General Legal Counsel 2018) to the board.

Mr. Williams stated that we received one proposal from our current General Counsel, Florio, Perrucci, Steinhardt and Fader. Mr. Williams asked Mr. Tipton if the name was still Florio, Perrucci, Steinhardt and Fader? Mr. Tipton stated that at this time this is still the name but that the name will be changing to Florio, Perrucci, Steinhardt and Cappelli most likely on January 1, 2018. Mr. Tipton stated that at this point he does not have a clear issue. Mr. Tipton explained that the firm underwent a restructuring and that the firms partner Mr. Paul Fader passed away suddenly last week. Mr. Williams and the board expressed their condolences and Mr. Tipton thanked them. Mr. Tipton stated that the firm's plans have changed due to this unforeseen event. Mr. Tipton explained that they were going to form a new LLC but now he believes that they are going to amend the LLC. Mr. Tipton stated that things are still up in the air and that he would probably have more information by the end of this week. Mr. Tipton stated that we would need to pass another resolution in January for General Counsel for 2018 if we passed the resolution for General Counsel for 2018 today. Mr. Tipton stated that we could hold off on passing the resolution until January.

Mr. Tipton stated regarding the proposal that the blended rate was increased from \$160.00 per hour to \$165.00 per hour. Mr. Tipton noted that it has been 4 years since the rate was increased, so he is asking for a modest increase. Mr. Tipton stated that the other change in the proposal will be the change to the firm's name.

Mr. Tipton stated that we could table the resolution and wait until January and then he would have the firm's name properly submitted in the proposal. Mr. Cannon asked if we would have to pass the resolution twice otherwise? Mr. Tipton answered yes.

Resolution R-12-02-17 (Resolution Authorizing the Award of a Fair and Open Contract for General Counsel 2018) was tabled by the board.

Mr. Williams presented Agenda Item A-3 (Bids received for the 2018 Aerial Topographic Survey of the Landfill) to the board.

Mr. Williams stated that these items were distributed to the board today and that Counsel's review is attached.

Mr. Williams stated that one bid was received but that there were a total of 5 companies that had picked up the Topographic Survey Bid.

Mr. Williams stated that Robinson Aerial Surveys, Inc. submitted a bid for the Topographic Survey of the Landfill and noted that they are the same company who did the survey for us last year. Mr. Williams stated that the price did increase by \$100.00 and noted that last year's price was \$9,300.00 and that this year's price is \$9,400.00.

Mr. Allen asked if this is the same company that did a survey for us a short time ago? Mr. Williams answered, yes.

Mr. Williams stated that if everyone is in agreement the board needs to approve resolution R-12-03-17 (Resolution Awarding Contract For 2018 Aerial Topographic Survey).

Mr. Cannon asked if they were able to give us a discount since they just did a survey 60 days ago? Mr. Williams answered, no and explained that the survey area of the landfill will have changed come January and noted that the volume in the landfill changes daily. Mr. Cannon stated that he understands.

Mr. Cannon asked if there are any questions?

Mr. Cannon called for a motion to approve Resolution R-12-03-17 Awarding Contract For Aerial Topographic Survey of the Landfill to be completed by Robinson Aerial Surveys, Inc. during the period between January 1, 2018 and March 31, 2018 for an amount not to exceed \$9,400.00.

On a motion by *Mr. Pryor*, seconded by *Mr. Allen*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on December 18, 2017.

R E S O L U T I O N

R-12-03-17

AWARDING CONTRACT FOR AERIAL TOPOGRAPHIC SURVEY

WHEREAS, the Regulations of the New Jersey Department of Environmental Protection require an aerial topographic survey of all areas of a sanitary landfill to be completed during the period between January 1, 2018 and March 31, 2018; and

WHEREAS, the Pollution Control Financing Authority of Warren County (Authority) operates a sanitary landfill known as the Warren County District Landfill;

NOW THEREFORE, be it resolved by the Authority that the contract for the completion of the 2018 Aerial Topographic Survey of the Warren County District Landfill, in accordance with Specifications dated October 2017, be awarded to **Robinson Aerial Surveys, Inc.** Amount not to exceed **\$9,400.00** as stated in their proposal received November 27, 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. 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.

Date: December 18, 2017

Recording Secretary
Crystal Gild

Mr. Williams presented Agenda Item A-4 (Proposal(s) 2017 Audit) to the board.

Mr. Williams stated that 2 proposals were received as documented on A-4 and noted that one proposal was from Nisivoccia, LLP (our current auditor) and another proposal was received from Padilla & Co. Mr. Williams stated that there is a strong difference between the two bid amounts and noted that Nisivoccia, LLP came in with the lower bid amount of \$39,540.00. Mr. Williams noted for comparison that last year Nisivoccia, LLP charged \$38,760.00 for the audit which leaves this years bid amount with a small increase of approximately \$1,200.00.

Mr. Williams stated that there was a small materail deviation regarding Nisivoccia's bid. Mr. Williams stated that Nisivoccia did not include their Iran Disclosue but noted that this is not a substantial material deviation. Mr. Williams stated that he can request that Nisivoccia send him this document. Mr. Tipton agreed. Mr. Cannon stated that they provided the document last year and in previous years as well. Mr. Williams agreed. Mr. Williams stated that he will speak with Mr. Bill Schroeder regarding this.

Mr. Williams stated that the board needs to approve Resolution R-12-04-17 (Resolution Authorizing the Award of a Fair and Open Contract For An Audit of the PCFA Financial Statements 2017).

Mr. Pryor stated to Mr. Tipton that he has said this many times but the wording should be professional services and not bid. Mr. Pryor stated that he is opposed to using the word bid when dealing with a professional service. Mr. Williams stated that the word proposal is stated.

Mr. Cannon asked if there are any other questions?

Mr. Cannon called for a motion to approve Resolution 12-04-17 Authorizing The Award of A Fair And Open Contract For Audit of Financial Statements for year ended December 31, 2017 to Nisivoccia & Company LLP for an amount not to exceed \$39,540.00.

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 *December 18, 2017*

RESOLUTION

R-12-04-17

AUTHORIZING THE AWARD OF A FAIR AND OPEN CONTRACT FOR AUDIT OF FINANCIAL STATEMENTS

WHEREAS, the **Pollution Control Financing Authority of Warren County** has a need to acquire an audit of its financial statements for year ended December 31, 2017, as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.1; and,

WHEREAS, a total of two (2) proposal was received by the Authority on November 27, 2017.

WHEREAS, the **Chief Financial Officer** has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is *one* year; and

WHEREAS, **Nisivoccia & Company LLP**, has submitted a proposal indicating they will provide the auditing of the Authority's basic financial statements for the year ended December 31, 2017 for an amount not to exceed *\$39,540.00*; and

WHEREAS, **William F. Schroeder** has completed and submitted a Business Entity Disclosure Certification which certifies that **Nisivoccia & Company LLP** has not made any reportable contributions to a political or candidate committee in **Warren County** in the previous one year, and that the contract will prohibit **Nisivoccia & Company LLP** from making any reportable contributions through the term of the contract, and

WHEREAS, the **Chief Financial Officer** of the **Pollution Control Financing Authority of Warren County**, has ascertained that there are available sufficient uncommitted appropriations in the 2018 Budget to award a contract to **Nisivoccia & Company LLP** for auditing the Authority's basic financial statements for the year ended December 31, 2017. Funds for certification are therefore being made available and certified as required by N.J.A.C. 5:30-5.4, and any other applicable requirement.

NOW THEREFORE, BE IT RESOLVED that the **Pollution Control Financing Authority of Warren County** authorizes **Chairman, James Cannon** and the **Director James Williams** to enter into a contract with **Nisivoccia & Company LLP** as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

ROLL CALL:

Mr. Allen	-	Yes
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: **December 18, 2017**

Mr. Williams presented Agenda Item A-5 (Proposal(s) for the 2018-2019 Grass Mowing and Grounds Maintenance Service) to the board.

Mr. Williams stated that 3 proposals were received from the following companies: ACE Landscaping (our current landscaping contractor), LTI Inc. and Hewson Landscape. Mr. Williams stated that the proposals range from a price of \$30,782.00 to as high as \$44,908.68. Mr. Williams stated that ACE Landscaping came in with the low bid of \$30,782.00. Mr. Williams stated for comparison that last year ACE Landscaping charged us \$35,454.00 and noted that the price was dropped approximately \$5,000.00.

Mr. Cannon asked if any of the requirements for what they need to had changed? Mr. Williams stated that no changes had been made.

Mr. Cannon asked if ACE Landscaping does our salting as well? Mr. Williams answered, no and stated that the PCFA staff takes care of the salting.

Mr. Williams stated that the board needs to pass Resolution R-12-05-17 (Resolution Awarding Contract for Grounds Maintenance Service).

Mr. Cannon asked if there were any questions?

Mr. Cannon called for a motion to approve Resolution R-12-05-17 Awarding Contract For Grounds Maintenance for 2018 and 2019 to Ace Landscaping in the amount not to exceed \$30,782.00 for both years.

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 December 18, 2018.

RESOLUTION
R-12-05-17
AWARDING CONTRACT
FOR GROUNDS MAINTENANCE

WHEREAS, the Pollution Control Financing Authority of Warren County (Authority) operates a sanitary landfill known as the Warren County District Landfill;

WHEREAS, the Authority is in need of services to maintain the grass and grounds around the Administration Building and Landfill sites; and

WHEREAS, the Authority requested fair and open bids pursuant to N.J.S.A. 19:44A-20.4 et seq. for said services; and

WHEREAS, three (3) Bids were received on November 27, 2017 and were evaluated by staff and General Counsel and **ACE Landscape Contractors, LLC** was found to be the lowest, responsive bidder; and

NOW THEREFORE, be it resolved by the Authority that **ACE Landscape Contractors, LLC** be awarded the contract for 2018/2019 for the grass mowing and grounds maintenance around the Administration Building and Warren County District Landfill as stipulated in the bid document dated October 2017. Amount **not to exceed \$30,782 for year 2018 and \$30,782 for year 2019** in accordance with their Bid received on November 27, 2017.

BE IT FURTHER RESOLVED, the Chairman and the Director of Operations of the Authority are authorized to execute a contract with **ACE Landscape Contractors, LLC** for these services.

ROLL CALL:

Mr. Allen	-	Yes
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

Date: December 18, 2017

Mr. Williams stated that there are no updates to report regarding Treatment Plant Operations. Mr. Williams stated that the plant is operating at the minimal flow and that there are no issues regarding this.

Mr. Williams stated that everything is going well regarding Landfill Operations.

Mr. Williams stated that he provided the board with some photographs of the new scale installation. Mr. Williams stated that the new scale installation is moving along really well. Mr. Williams stated that as of last week all of the concrete work has been completed. Mr. Williams also stated that the new window installation in the scale house has been completed as well. Mr. Williams noted that the windows are visible in the pictures. Mr. Williams stated that the closet has been removed from the scale house and that everything is ready to go internally. Mr. Williams stated that delivery of the scale is expected the week of January 9, 2018 or the week thereafter.

Mr. Williams stated that the contractor, Sans Construction, has requested a partial payment for the work that they have completed to this point. Mr. Williams stated that the bid does state that the payment would be made in one lump sum but that Sans Construction had asked him to request that the board approve their partial payment request.

Mr. Cannon asked what the total amount of the contract is? Mr. Williams stated that the total price is \$194,180.00. Mr. Cannon asked if we had paid them anything yet? Mr. Williams answered, no. Mr. Williams stated that Sans Construction is asking the board to provide them with a payment in the amount of \$97,090.00. Mr. Williams noted that this is 50% of the full amount. Mr. Williams reiterated that all of the concrete work is completed which is the biggest part of the project. Mr. Williams stated that the scale installation is the smaller piece of the project.

Mr. Olshefski asked if Sans Construction has completed 50% of the required work? Mr. Williams stated that they have completed more than 50% of the work.

Mr. Pryor stated that progress payments are the norm. Mr. Pryor stated that the company has purchased the concrete and possibly paid for it and that they have certainly paid for the labor costs. Mr. Pryor stated that if the board feels that 50% of the work has been completed that he sees no issue with paying them the \$97,090.00 partial payment that they are requesting.

Mr. Cannon asked if we ever received a follow up regarding the service contract issue? Mr. Williams stated that the service contract is \$0.00 and that it is for a certain duration of time. Mr. Williams specified that the service contract does not include the calibration of the scale. Mr. Williams stated that the calibration of the scale will be in addition to the service contract. Mr. Cannon asked Mr. Tipton if this is the way that the bid was written? Mr. Williams specified that the calibration was never part of the bid document but that the service contract was.

Mr. Pryor stated that if we were to begin this process from scratch the first thing we would get is a schedule of values from the contractor which is a breakdown of the work to be performed. Mr. Pryor stated that as each line item is completed you would come to a value. Mr. Cannon stated that he understands this. Mr. Pryor asked Mr. Tipton if the local public contract law allows us to take a 2% retainer? Mr. Tipton stated that this sounds about right. Mr. Pryor stated that there is a schedule to reduce retainage as the work is completed. Mr. Pryor asked if we are in 100% compliance with the local public contracts law and answered that we probably are not. Mr. Pryor stated that we probably should have requested a schedule of values. Mr. Pryor stated that he feels that it is proper to pay the contractor something at this point. Mr. Cannon stated that he agrees that making a payment is the right thing to do and that he is not arguing that point.

Mr. Cannon asked if the service is going to be included or if we are going to have to discuss this separately with the company? Mr. Williams stated that when we used Atlantic for the load cells that it was approximately a \$30,000.00 fee and now this will be covered under the service agreement free of charge for the old scale and also for the new scale. Mr. Cannon asked if there are different timelines for the agreements? Mr. Williams answered that there is about a year's difference.

Mr. Pryor asked who is providing the service? Mr. Williams stated that Sans Construction is providing the service using Atlantic Scale as a subcontractor. Mr. Cannon asked if Sans Construction is the subcontractor. Mr. Williams stated that Sans Construction is the contractor and Atlantic Scale is the subcontractor that Sans Construction would use to provide the service.

Mr. Williams stated that Sans Construction is a contractor that typically works with Atlantic Scale to install their scales which is why Sans Construction bid on the job. Mr. Williams stated that in the bid document he believes that it stipulated that the contractor bidding on the job needed to perform 70% of the work and noted that Atlantic Scale does not do construction. Mr. Williams stated that 70% of the work is being completed by Sans Construction.

Mr. Cannon stated that he is concerned with change orders as well? He asked if this bill is affirming that this is going to be the actual price? Mr. Williams stated that the bill shows the full contract amount. Mr. Cannon asked if the price could change due to issues? Mr. Williams stated that the issues would have already occurred during the concrete work and all that is left to do is set the scale in place. Mr. Pryor stated that there is usually a time limit for putting in a claim if there is an issue and that we have not received any such notices.

Mr. Cannon mentioned that we had an issue with the company that installed the media last year due to a change in companies. Mr. Tipton stated that their price had been provided via an estimate which leaves room for a price change if something comes up. Mr. Williams agreed. Mr. Williams stated that there is a clear difference between an estimated cost and a contracted cost. Mr. Pryor stated that a contracted cost does not eliminate the potential for claims due to unforeseen issues. Mr. Cannon agreed. Mr. Tipton agreed.

Mr. Allen stated that he had asked Mr. Tipton about the service contract portion of the bid document and that Mr. Tipton stated that it was clearly written in the service contract and the company did not understand it that it would be the companies issue and not ours. Mr. Cannon stated that Mr. Williams is saying that the scale calibration is not included as part of the service contract and asked Mr. Tipton if this was correct. Mr. Tipton stated that he does not have the contract with him to reference but that if it is not defined as a service then it is not included in the service contract.

Mr. Pryor stated that after we make the partial payment to Sans Construction we will still have \$100,000.00 left to the contract. Mr. Pryor stated that our final supplemental agreement should address all of our questions before signing off on the contract. Mr. Pryor stated that he feels that we should pay them the requested amount of \$97,090.00. Mr. Cannon asked Mr. Pryor if he would like to make a motion to that effect.

Mr. Tipton stated that he is not sure what else we would be able to supplement mid-contract. Mr. Pryor stated that we would have a final release of the contract at the end when the final payment is made. Mr. Tipton stated that the contract would not be fully paid until all of the work is completed. Mr. Pryor stated that we could hold the \$2,000.00 retainer as well. Mr. Cannon stated that he would just like clarification as to whether or not the scale calibration is included as part of the service contract. Mr. Tipton stated that he and Mr. Williams will look into these issues and have a dialogue with the contractor before the final payment to make sure that we are all on the same page. Mr. Tipton stated that we certainly will not

release the final payment until all of the work is completed. Mr. Williams stated that there is site work that will not be able to be completed regarding the landscaping portion of the project until the spring due to snow coverage on the ground. Mr. Pryor stated that the contractor may ask for another partial payment as the job progresses.

Mr. Williams stated that the next piece of the contract would take place in the spring which is the removal of the old scale which is a separate agreement within the contract. Mr. Pryor asked how it could be in the same contract but be a separate agreement. Mr. Williams stated that possibly it is not separate but it is a separate line item in the bid and that he does not have the contract with him to verify this. Mr. Williams stated that it was all under one bid.

Mr. Tipton stated that he will work with Mr. Williams to get more information for the next meeting.

Mr. Cannon stated that the \$194,000.00 is only for the new scale and there was an additional approximately \$30,000.00 price for the work on the old scale. Mr. Williams agreed but noted that he did not want to guess on the price.

On a motion made by **Mr. Pryor**, seconded by **Mr. Mach**, authorizing the partial payment of \$97,090.00 to Sans Construction for work completed thusfar regarding the new scale installation.

ROLL CALL:

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

Mr. Cannon stated that Mr. Tipton and Mr. Williams will work together to get our questions answered.

Mr. Williams stated that Mr. Mark Swyka from Cornerstone has been in contact with the DEP on a regular basis regarding our Landfill Expansion Application. Mr. Williams stated that the DEP is ready to write the draft permit but that they are waiting on Fish and Game regarding the Wildlife Mitigation Area.

Mr. Tipton stated that he received a phone call from Green Acres regarding the status of the Wildlife Mitigation issue. Mr. Tipton stated that he had no knowledge of the situation because he has not been involved and noted that he made Mr. Williams and County Counsel aware of the phone call. Mr. Tipton stated that Green Acres is trying to schedule a group call between Green Acres, County Counsel and the PCFA. Mr. Tipton seems that it seems that they want to discuss the potential of a land donation in lieu of a mitigation plan on their property.

Mr. Williams stated that there is a possibility that the phone call that Mr. Tipton mentioned may occur this week. Mr. Tipton stated that in his opinion the call is not regarding making any decisions but rather to discuss all of the options.

Mr. Cannon stated that the same deal is on the table from the prior meeting with the DEP regarding offering 92 acres of land in lieu of wildlife mitigation. Mr. Cannon stated that Cornerstone planned on using 24 acres within the current wildlife mitigation area. Mr. Cannon explained that we had proposed an alternate 24 acres to meet the wildlife mitigation requirements but the DEP is not satisfied with our proposal. Mr. Cannon stated that the offer he made to the DEP with the understanding that the County owns the property was that we would offer flat farm land in lieu of us having any wildlife mitigation area

on the landfill property. Mr. Cannon stated that this would also solve some of the issues that the County has with the property as well. Mr. Cannon stated that the DEP seemed pleased with the proposed land offering and noted that he believes that there is a deal there to be made.

Mr. Cannon stated that he and Mr. Smith spoke about this earlier this morning and that we are hoping to come to some kind of solution because it is holding up the permit for the expansion.

Mr. Cannon stated that Fish and Wildlife has the hammer on this deal and noted that similar instances are occurring throughout the State.

Mr. Cannon stated that there are many entities involved in this proposal and noted that nothing has changed as far as the where the PCFA stands on this matter.

Mr. Smith stated that he will have follow up comments regarding this during Executive Session.

Mr. Cannon stated that we will discuss the correspondence from Covanta, the PRMUA contract agreement and the DEP during Executive Session.

Mr. Williams stated that there is nothing to report regarding the H2S Removal System or the Solar Panel Project.

Mr. Williams presented Agenda Item A-6 (2018 Waste Disposal Fee Schedule) to the board.

Mr. Williams stated that there is a contract before the board for LMR Disposal. Mr. Williams stated that LMR Disposal had approached us approximately 6 months ago and that he had asked them to wait until we were ready to do the 2018 contracts. Mr. Williams stated that they are willing to enter into a disposal agreement with us and noted that they are a growing company out of Alpha, NJ. Mr. Williams stated that he has heard nothing but good things regarding this company.

Mr. Williams stated that LMR Disposal is looking to enter into a contract with us for a contracted tonnage amount of 9,001 to 13,000 tons per year at the rate of \$44.50 per ton which was approved last month.

Mr. Williams stated that if the board approves this contract that it would commence January 1, 2018 and go through February 28, 2019. Mr. Cannon asked if we would be giving LMR the 2018 rate for the remaining term of the 2017 contracts and if this contract would be under all the new parameters set in the 2018 contracts regarding excesses in tonnage and so on? Mr. Williams answered, yes.

Mr. Mach asked if LMRs contract will always be out of sequence with the other contracts? Mr. Williams answered, no and explained that the owner did not want to wait until March 1, 2018 to begin a contract with us.

Mr. Pryor asked why the hauler could not have the 2017 rate until the 2018 rates go into effect? Mr. Cannon asked why we would not allow him to go with the new rate if that is what he agreed to? Mr. Pryor stated that he is aware that it is more money for us but that he does not know why we would not follow the current rate schedule. Mr. Mach stated that he does not see why we would argue with the hauler if he agreed to the new rate schedule. Mr. Cannon agreed. Mr. Pryor stated that he will not dig his heels in regarding this.

Mr. Cannon asked if there were any other questions regarding this?

Mr. Williams stated that we need a motion to approve the LMR Disposal Contract for 2018.

Mr. Cannon called for a motion to approve the LMR Disposal Contract for 2018.

On a motion made by **Mr. Mach**, seconded by, **Mr. Allen**, the board Authorizes the PCFA to enter into a Disposal Contract with LMR Disposal commencing on January 1, 2018 and ending on March 28, 2019 for the yearly tonnage amount of 9,001 to 13,000 tons at a rate of \$44.50 per ton under the new contract guidelines.

ROLL CALL:

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

GENERAL COUNSEL'S REPORT

None.

NEW BUSINESS

None.

OTHER BUSINESS

Mr. Cannon stated that last month he had asked everyone to take a better look at the leachate disposal costs and that he hopes that everyone did.

Mr. Cannon stated that he believes that Mr. Williams has a good grasp on the prices. Mr. Williams stated that he is only waiting for one number under the treatment plant costs which is the costs of a licensed operator.

Mr. Cannon stated that there is the issue that if the pilot study ends up being something that can be done then we would obviously want to negotiate pricing with the PRMUA and not just continue on at the same status as before. Mr. Williams stated that in the end if things end up working out with the PRMUA and we end up shutting our plant down and eliminate the trucking part of the process we would not be able to get a cheaper rate for leachate disposal.

Mr. Cannon stated that he was hoping that we would have received some figures from the PRMUA today to add to our comparison but it did not work out that way.

Mr. Pryor stated that there would still be some sort of conveyance cost with the PRMUA even if we eliminate the trucking aspect and send the leachate directly through the pipeline. Mr. Williams stated that there is a line fee through the Township of Oxford that we will have to pay for.

Mr. Cannon asked if there are any questions regarding the leachate disposal cost comparison?

Mr. Cannon thanked Mr. Williams for putting together the comparison. Mr. Williams stated that there are still some minor changes to make to it.

CLOSING PUBLIC COMMENT

Mr. Smith stated that he would anticipate that there would be some additional costs if we end up sending raw leachate to the PRMUA. Mr. Smith stated that he believes that it is far too early to try to estimate what the cost would be.

Mr. Smith stated on behalf of the County that he thanks the PCFA for trying to find a mutually beneficial arrangement between the PCFA and the PRMUA.

Mr. Smith stated that he agreed with Mr. Cannon's issues regarding item number 5 of the PRMUAs resolution as well.

Mr. Smith stated that any of his other comments are for Executive Session.

PRESS COMMENTS & QUESTIONS

None.

EXECUTIVE SESSION

Mr. Mach requested that the board take a 5 minute break beginning executive session.

Mr. Cannon stated that public session has ended and Executive Session will commence immediately after the 5 minute break.

Executive Session was entered at 11:21 am

RESOLUTION

R-12-06-17

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. Mach**

Seconded By: **Mr. Pryor**

ROLL CALL: Mr. Allen - Yes
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: 12/18/2017

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

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

Regular session resumed at 12:00 pm.

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

Mr. Cannon called for a motion for the PCFA to seek proposals for Conflicts Counsel for circumstances in which the PCFAs General Counsel cannot represent them due to a potential conflict of interest.

On a motion made by Mr. Pryor, seconded by, Mr. Mach, the board gives Mr. Williams permission to seek proposals for Conflicts Counsel for circumstances in which the PCFAs General Counsel cannot represent them due to a potential conflict of interest.

ADJOURNMENT

With no other business to discuss, **Mr. Allen** motioned to Adjourn, seconded by **Mr. Pryor**, at 12:01 pm.

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

Respectfully submitted by:
Recording Secretary
Crystal Gild

Approved: 01/22/2017