POPCULATION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY

MINUTES OF REGULAR MONTHLY MEETING

July 23, 2018

Chairman James Cannon called the regular monthly meeting of the Pollution Control Financing Authority of Warren County to order at approximately 9:36 am.


ROLL CALL:

- Mr. Mach - Present
- Mr. Pryor - Present
- Mr. Allen - Present
- Mr. Cannon - Present

Also present: Mr. Brian Henning, Mott MacDonald; James Williams, Director of Operations; Freeholder Director, Ed Smith; Brian Tipton, General Counsel; 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 July 23, 2018 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”.

Mr. Cannon stated that today’s Agenda might change.

MINUTES

Mr. Cannon presented (M-1) the regular monthly meeting minutes from June 25, 2018.

Mr. Pryor stated that in his opinion Ms. Gild did a good job capturing everything.

Mr. Pryor stated that on page 16, paragraph 4, of the minutes, it reads, “Mr. Pryor stated that he would ask Mr. Peck for his opinion regarding this. Mr. Pryor stated that you never know what the ruling of a court proceeding will be.” Mr. Pryor stated that the second cited sentence should read, “Mr. Peck stated that you never know what the ruling of a court proceeding will be.” Mr. Pryor noted that he thinks that Mr. Peck was responding to him.

Mr. Mach stated that on page 5, paragraph 8, of the minutes has a sentence that reads, “Mr. Pryor stated that he is not completely familiar with all of the ranks that apply to inspection of the landfill.” Mr. Mach stated that he is not sure if “ranks” is the word that Mr. Pryor had used. Mr. Pryor stated that he had read this too, and noted that he was not sure what he had said and that he cannot suggest anything in lieu of what was written. Mr. Mach asked if it was possible that Mr. Pryor had said “regs” as in “regulations”?
Mr. Pryor stated that he believes that Mr. Mach is correct. It was decided that the word “ranks” in this sentence would be changed to the word “regulations”.

Mr. Allen stated that he has two very minor changes that need to be made to the minutes. Mr. Allen stated that he thinks that it may be possible that the keyboard that Ms. Gild is using has a “hard T” on it, because there are two “Ts” missing in the minutes that he caught. Mr. Allen stated that on page 16, paragraph 1, fourth line down of the minutes, that the word “he” should really be the word “the”. Mr. Allen stated that on page 10, paragraph 4, third line up should read, “Mr. Mullen explained that “the” contractor” as opposed to reading, “Mr. Mullen explained that “he” contractor”.

Mr. Allen stated that other than those few minor things that he agrees with Mr. Pryor. Mr. Allen stated that given all that was discussed at the last meeting and especially because he attended the last meeting via conference call, that the detailed minutes that Ms. Gild recorded were a good refresher. Mr. Allen noted that these minutes are definitely something that we will need to refer back to as we proceed.

Mr. Mach stated that on page 10, last paragraph, first sentence of the minutes reads, “Mr. Cannon asked Mr. Williams what “is” thoughts are regarding this?” and noted that it should read, “Mr. Cannon asked Mr. Williams what “his” thoughts are regarding this?”

Mr. Cannon stated that he does not have any changes to the minutes.

Mr. Cannon asked if anyone had any other comments regarding the minutes? Hearing none, Mr. Cannon called for a motion to approve the Regular Monthly Meeting Minutes from June 25, 2018 as amended.

**Mr. Pryor** made a motion to approve the Regular Monthly Meeting Minutes from June 25, 2018 as amended, seconded by **Mr. Allen**.

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

Mr. Cannon presented (M-2) the Executive Session minutes from June 25, 2018.

**Mr. Allen** made a motion to approve the Executive Session Minutes from June 25, 2018, seconded by **Mr. Pryor**.

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

**CORRESPONDENCE**
None.

**PUBLIC COMMENTS (AGENDA ITEMS ONLY)**
None.
FINANCE

Mr. Williams presented Agenda Item A-1 (June 2018 Finance Report) and the amended pages of the June 2018 Finance Report to the Board.

Mr. Williams stated that everyone has received the revised pages of the Finance Report.

Mr. Cannon asked if we could go over the revisions to the Finance Report?

Mr. Williams stated that on page 1 of the Finance Report there was a typographical error in the Accounts Receivable Balance section of the report. Mr. Williams explained that the original page 1 had the figure $16,118 in the 6/30/2018, 0-30 Days column and that the revised page 1 corrects this figure to $167,118. Mr. Williams explained that on page 1 of the report, the Current Year to Date Waste Volume and Increase (Decrease) figures were incorrect. Mr. Williams noted that this was because the cover material was included in the Current Year to Date Waste Volume on page 1 of the Finance Report. Mr. Williams stated that the revised page 1 shows the correct Current Year to Date Waste Volume.

Mr. Williams stated that the revised page 2 of the Finance Report reflects a change in the total figure for Capital Expenditures section due to the bills that came in for the scale. Mr. Williams stated that the change on this page is adding the final payments to Sans Construction. Mr. Cannon asked if the $36,000.00 is broken down anywhere? Mr. Cannon asked if this was the final payment to Sans Construction? Mr. Williams answered, yes. Mr. Cannon stated that this amount is not broken down in the report. Mr. Williams stated that he believes that it is broken down further back in the Finance Report. Ms. Gild stated that the breakdown of the payment to Sans Construction is listed on revised page 36 of the Finance Report. Mr. Cannon stated that this is the last page of the revisions packet, and noted that sees the breakdown of the payment to Sans Construction.

Mr. Williams stated that revised page 29 of the Finance Report also reflects the payments made to Sans Construction.

Mr. Williams stated that the next page is the Revised Resolution to Pay Bills, which includes the payments made to Sans Construction.

Mr. Cannon asked if there are any questions regarding the Finance Report?

Mr. Williams stated that the Resolution to Pay Bills that will need to be approved today, is the one included in the revisions packet.

Hearing no questions or comments, Mr. Cannon called for a motion to approve Revised Resolution R-07-01-18 To Pay Bills in the amount of $449,261.93

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 July 23, 2018.
RESOLUTION
R-07-01-18
To Pay Bills

***REVISED***

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Mach</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Pryor</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Allen</td>
<td>Yes</td>
</tr>
<tr>
<td>Mr. Cannon</td>
<td>Yes</td>
</tr>
</tbody>
</table>

We hereby certify Resolution to Pay Bills in the amount of $449,261.93 to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the 23rd day of July, 2018.

Crystal Gild
Recording Secretary

James Williams
Director of Operations

Dated: 07/23/2018

Mr. Williams stated that there is one other finance related item, regarding our CD that comes due on July 25, 2018. Mr. Williams explained that he requested quotes for opening a new CD because the current CD expires on July 25, 2018.
Mr. Williams provided the Board with the list of quotes that were received for the CD renewal.

Mr. Williams stated that Lakeland Bank, who currently holds the CD, came back with the highest interest rate of 2.37%.

Mr. Cannon asked if this is the same bank that we renewed the last CD with? Mr. Williams answered, no and explained that the last CD was renewed with Provident Bank.

Mr. Pryor asked what happened with the banks on the list that show that no offer was received? Mr. Pryor asked if these banks simply did not respond? Mr. Williams answered, yes and explained that they had responded to the initial email asking for rate quotes, but did not provide a rate quote. Mr. Cannon stated that he was surprised that Fulton Bank did not respond, because they used to hold a couple different CDs for us. Mr. Williams stated that when we renewed the last CD, earlier in the spring, that Fulton Bank had provided us with a rate quote.

Mr. Cannon stated that we have a policy in place, that was instituted a couple of months ago regarding the process for renewing CDs.

Mr. Cannon called for a motion to renew the CD that matures on July 25, 2018 with Lakeland Bank, for a term of 9 months, with an interest rate of 2.37%.

Mr. Williams noted that since the CD is currently with Lakeland Bank, that there really is no transition to be made regarding the funds.

On a motion made by, Mr. Pryor, seconded by, Mr. Allen, the PCFA Board approved renewing the CD that matures on July 25, 2018 with Lakeland Bank, for a term of 9 months, with an interest rate of 2.37%.

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

PERSONNEL

None.

PRESENTATIONS

None.

REPORTS

None.

FACILITIES/RECYCLING

Mr. Williams stated that the next item on the Agenda is A-2 (Proposal, Construction Management and Owners Representative Services for Cell 7).
Mr. Williams stated that this is the proposal that was received from Mott MacDonald. Mr. Williams noted that Mr. Brian Henning from Mott MacDonald is present at today’s meeting to answer any questions that the Board may have regarding the proposal.

Mr. Williams stated, for everyone’s information that he has asked Mott MacDonald to provide to us the same insurance coverages that Cornerstone has just recently provided. Mr. Williams noted that Mott MacDonald is willing to provide us with the requested insurance coverages. Mr. Williams stated that we do not have the Certificate of Insurance from Mott MacDonald yet, but that he is expecting to possibly receive it today.

Mr. Williams reiterated that Mott MacDonald is going to match the Cornerstone insurance requirements. Mr. Cannon stated that we asked for an insurance increase from what Cornerstone had originally offered us. Mr. Williams agreed and stated that the insurance was increased to $10,000,000.00.

Mr. Cannon stated that he believes that the Board has a few questions for Mr. Henning.

Mr. Allen suggested that we provide Mr. Henning with a copy of the minutes from last month’s meeting, for his reference, if the rest of the Board is okay with this. Mr. Allen stated that there is a lot documented in the minutes regarding what we discussed, that he feels is important. Mr. Allen noted that he wants to make sure that we are all on the same page. Ms. Gild provided Mr. Henning with a copy of last month’s meeting minutes.

Mr. Cannon asked Mr. Pryor if he would like to start the discussion? Mr. Pryor answered, yes.

Mr. Pryor noted that he has a few comments, rather than questions.

Mr. Pryor stated that he would like to point out that if we award this and even after we award this, that we still need to go out and seek a Quality Assurance Evaluator.

Mr. Pryor stated that he read the proposal and that he feels that it is a good proposal. Mr. Pryor noted that he has two comments regarding the proposal.

Mr. Pryor stated that the Cost Proposal is given in the ceiling amount or the not to exceed amount. Mr. Pryor noted that he understands that there is some refinement that may yet occur regarding the scope of work. Mr. Pryor stated that he assumes that the billing is going to be based on some sort of cost multiplier or something to that effect, such as an hourly rate. Mr. Henning stated that Mott MacDonald would be billing us based on an hourly rate. Mr. Pryor requested that he would like to be provided with the spreadsheet or breakdown that was used to come up with the total project cost of $515,000.00. Mr. Pryor noted that not having this information now does not mean that we will not move forward with approving the proposal today. Mr. Henning stated that he would get this together for the Board. Mr. Pryor noted that having this would help us to monitor things going forward.

Mr. Pryor stated that he looked at the percentages of the tasks and noted that it is less than .05% for Task 1 and that Task 2 was approximately .05% of $7,500,000.00, which is the midpoint of our estimated construction costs. Mr. Pryor stated that he finds these figures to be reasonable. Mr. Pryor noted that Task 3 is an allowance amount and reiterated that in his opinion, the proposed costs are reasonable.

Mr. Pryor stated that his third comment is regarding the scope of work, in relation to how change orders will be handled. Mr. Pryor noted that his concerns could be cleared up right now. Mr. Pryor
stated that the proposal reads, “We will coordinate with the design engineers to produce supplemental
design drawings and specifications for any addition work required for the contract”. Mr. Pryor stated
that in his opinion, it is essential that the design engineer be kept in the loop regarding any and all
change orders. Mr. Pryor also stated that he feels that the design engineer should be signing off on
any and all change orders. Mr. Pryor noted that he design engineer should have the ability to object to
any change orders as well.

Mr. Pryor stated that he believes that we had covered this pretty well during last month’s meeting.
Mr. Pryor stated that if you look back to page 12 of the meeting minutes from last month’s meeting,
that we devote quite a bit of time discussing how change orders will be handled and how the design
engineer would be involved in the process. Mr. Pryor stated that he feels that what Mr. Henning
had stated regarding this during the last meeting, is exactly what the Board is looking for regarding
change orders. Mr. Allen noted that he believes that the whole Board was in agreement with what Mr.
Henning had said. Mr. Pryor agreed.

Mr. Pryor stated that he is not sure if we need to amend this portion of the proposal, but that he refers
back to what was discussed during last month’s meeting regarding the acknowledgement that we want
the design engineer in the loop regarding change orders and signing off on them as well.

Mr. Pryor stated that the one question he has is, who actually negotiates the change order? Mr.
Henning stated that this is a good question to ask. Mr. Henning explained that if the contractor
presents a change order that, Mott MacDonald would first come to Mr. Williams and explain the
background and reasoning behind the change order. Mr. Henning also explained that all of Mott
MacDonald’s communication will funnel through Mr. Williams and noted that they will not go
directly to either party. Mr. Henning stated that he will present Mr. Williams with the facts and that if
Mr. Williams has any questions, Mott MacDonald can go to either the design engineer or the
contractor to get more information and bring that information back to Mr. Williams. Mr. Henning
stated that he sees the change order process as being a collaborative approach and noted that Mott
MacDonald would not be taking any unilateral actions.

Mr. Pryor stated that there are two ways to go about change orders, one way being that the contractor
provides the cost and then Mott MacDonald scrutinizes, questions and verifies the cost and the second
approach being that someone performs an independent estimate and compares it to the contractor’s
cost estimate. Mr. Pryor noted that nine out of ten times the contractor has the most current cost data.
Mr. Pryor stated that the way change orders are handled should be based on a case-by-case manner.
Mr. Pryor stated that he feels that in the end, Mott MacDonald is ultimately responsible for
recommending the change order, after the design engineers have had a chance to make their
comments. Mr. Henning stated his agreement with this. Mr. Pryor stated that if Mott MacDonald
agrees with this, then we are okay.

Mr. Williams stated along with all that, Mr. Pryor had said, that the PCFA Board has the final say
regarding the approval or denial of any and all change orders. Mr. Pryor agreed.

Mr. Cannon stated that he feels that with this approach there will not be any “hindsight” change
orders. Mr. Cannon noted that this is the biggest problem that the PCFA has, regarding change orders.
Mr. Cannon explained that we have dealt with this before and that the Board does not want to have to
deal with anything like this again. Mr. Henning stated his understanding.

Mr. Cannon stated that only meeting once a month hurts us, but that at any time, the Board can get on
a call to discuss any important issues. Mr. Henning stated his understanding regarding this.
Mr. Cannon asked Mr. Pryor if he is 100% comfortable with approving the agreement, even though the items that he had discussed are not actually written out in the agreement? Mr. Cannon noted that we could write it into the agreement today. Mr. Pryor stated that he would leave the decision up to Mr. Cannon and the other Board Members. Mr. Pryor explained that we are consistent with how the matter was presented at last month’s meeting. Mr. Cannon stated that he does not feel that the intent is not in the contract, regarding how the design engineer will be involved in the change order process, but that he would like to see it spelled out in the contract.

Mr. Cannon asked Mr. Pryor if he would like to reemphasize his point?

Mr. Pryor stated that he feels it is important for the design engineer to be involved in any change orders. Mr. Henning stated his understanding. Mr. Henning stated that with any change order he would go to Mr. Williams directly and present him with all of the facts. Mr. Cannon and Mr. Pryor both stated that Mr. Pryor was referring to the design engineer, not Mr. Williams. Mr. Henning stated his understanding.

Mr. Pryor read the following from last month’s meeting minutes: “Mr. Henning stated that he would handle dealing with the design engineer in a similar way as to how he would handle the change order. Mr. Henning stated that he would let them know what was going on, and present them with all of the facts.” Mr. Williams asked Mr. Pryor which page of the minutes he is citing? Mr. Pryor stated that he was citing page 12 of last month’s meeting minutes. Mr. Pryor stated that the Board would expect the design engineer to sign off on all change orders as well. Mr. Pryor noted that this was also stated in the minutes from last month’s meeting.

Mr. Pryor stated that his intent is to ensure that a change order is not approved and implemented without the design engineer having reviewed it and signed off on it. Mr. Williams stated that we could add something as simple as “No change order will be approved unless it is reviewed by the design engineer” to the contract. Mr. Pryor agreed. Mr. Pryor explained that sometimes a design engineer will take exception to the change order and then it would have to be discussed and worked out. Mr. Henning agreed. Mr. Henning asked the Board if they would like him to make a statement, on the record, to the fact that no change order will be approved without approval from the design engineer. Mr. Pryor stated that he would like the contract to reflect something similar to the following statement: “The design engineer will be given full information and the opportunity to approve and/or comment on all change orders”. Mr. Pryor asked Mr. Henning what he thought of this? Mr. Henning stated that it feels that this is fair. Mr. Pryor stated that this would allow for us to have the benefit of whatever the design engineer has to say.

Mr. Henning asked if this is what is to be added to the contract: “The design engineer will be given full information regarding change orders and the opportunity to approve and/or comment on any change orders”? Mr. Pryor agreed. Mr. Williams asked if this being written into the record were good enough or if he would like to see it in writing within the contract from Mott MacDonald? Mr. Pryor stated that he is fine with what everyone is comfortable with. Mr. Mach stated that he would like to see it in writing. Mr. Cannon stated that we could approve Resolution R-07-02-18 (To Award a Non-Fair and Open Contract Engineering Services, Construction Management and Owners Representative Services for Cell 7 at the Warren County District Landfill) pending the amendment to the agreement.

Mr. Williams asked Mr. Henning to make an amendment to the proposal from Mott MacDonald. Mr. Williams stated that we would include the words “as amended on 7/23/18” in our Resolution approving the contract. Mr. Mach and Mr. Cannon agreed with this. Mr. Allen stated that the information could be added to the end of the paragraph within the Mott MacDonald proposal that
discusses change orders. Mr. Henning asked if adding the sentence at the end of this paragraph would be okay? Mr. Allen answered, yes. Mr. Williams asked Mr. Mach if this worked for him? Mr. Mach answered, yes.

Mr. Pryor stated that he has just a general comment to make.

Mr. Pryor stated that at the last meeting we had quite a bit of discussion regarding the qualifications of bidders, pre-qualification and so on.

Mr. Cannon stated that we should make sure that Mr. Henning knows exactly what we want as an amendment to the contract before we move on. Mr. Pryor stated that the amendment should state, “The design engineer will be provided with full information and asked to approve and/or comment on every change order”. Mr. Henning stated that he had the amendment information written down. Mr. Cannon asked Mr. Henning to have this sentence added to the contract as an amendment in italics and bold type. Mr. Cannon noted that this is the only change to the agreement.

Mr. Pryor stated that at the last meeting we had quite a bit of discussion regarding the qualifications of bidders, pre-qualification and so on. Mr. Pryor noted that this subject is covered in some detail in the Local Public Contracts Law. Mr. Pryor stated that he would like to ask Mr. Tipton to read up on Section 48:11-25 of the Local Public Contracts Law. Mr. Pryor stated that this is important because if we want to incorporate pre-qualifications of bidders into the bid document and we have the opportunity and time to do so, that we need to have certain items approved by the DCA (Department of Consumer Affairs) and that there also needs to be a hearing amongst other things. Mr. Pryor stated that maybe we could ask Mr. Tipton to look into this for us, so that we can see if this is something that we want to do.

Mr. Mach asked for clarification as to whether Mr. Pryor was directing these statements to Mr. Tipton or Mr. Henning. Mr. Pryor stated that he is asking Mr. Tipton to look into this and that he is also saying to Mr. Henning, that if this is something we decide to do, this is one of the tasks that Mott MacDonald would need to complete for us prior to going out for bid.

Mr. Williams asked if this was strictly related to the pre-qualifications of the contractor? Mr. Pryor answered, yes.

Mr. Mach asked if we would have to amend our agreement with Mott MacDonald, if this was an added task that we asked of them? Everyone answered no and stated that this is already in the contract. Mr. Pryor stated that the proposal from Mott MacDonald has the following statements incorporated in it: “Consistent with direction from the Board, Mott MacDonald stands ready to provide support to the Authority while Cornerstone is developing construction documents and managing the bidding and contractor selection process. As such, under Task 1, Mott MacDonald will review and provide comments to the Authority on documents prepared by Cornerstone (e.g. construction drawings, CQA plan, schedule, etc.). Mr. Pryor stated that he feels that this is broad enough to cover what he is asking.

Mr. Pryor stated that if Mr. Tipton could do some research regarding this that we could discuss if further at next month’s meeting.

Mr. Cannon stated that he knows specifically from last month’s meeting that we had discussed not having any contractors eliminated from the bidding before being presented to the PCFA Board. Mr. Cannon noted that if it is felt that a contractor is not suitable for the job, that he PCFA Board needs to
be provided with an explanation as to how and why it was determined that the contractor is not suitable for the job. Mr. Pryor agreed.

Mr. Pryor stated that the Local Public Contract’s law is not designed for an entity to get the best contractor to perform the job; rather it is designed to prevent collusion. Mr. Cannon agreed.

Mr. Cannon stated that his point is, and he believes that the Board was in agreement with this at the last meeting, is that he wants to avoid any contractors being eliminated from the bidding process, unknowingly to the PCFA Board. Mr. Pryor agreed. Mr. Cannon stated that there would be a joint discussion regarding the elimination and/or approval of a contractor from the bidding process between the PCFA Board, Mr. Tipton, Mott MacDonald and Cornerstone. Mr. Pryor noted that we do not want to make our contractor selection pool so small that we inhibit competition. Mr. Cannon agreed.

Mr. Pryor reiterated that he would like Mr. Tipton to look into this further so that it can be discussed next month.

Mr. Cannon stated that the minute the DCA is mentioned he becomes concerned. Mr. Pryor stated that he deals with the DCA and that they work very slowly. Mr. Cannon noted that this is definitely one issue that he has regarding the DCA.

Mr. Allen asked if we need to wait to start this process until all of the drawings are completed? Mr. Pryor answered, no. Mr. Allen stated that he tried to make the same point before, but that Mr. Williams had told him that we needed to wait until all of the drawings are completed before we can do this. Mr. Pryor stated that in terms of the questionnaire and experience requirements, he does not see why the drawings would need to be completed. Mr. Williams stated that he does not recall saying what Mr. Allen said he told him. Mr. Allen stated that this was the impression he got, but noted that he was on the phone and could have misunderstood.

Mr. Allen stated that he was under the impression that we could not select the process of selecting a contractor until all of the drawings are completed. Mr. Williams stated that this is correct, because the contractor would not know what they are bidding on. Mr. Pryor stated that there is a prequalification process available to us and noted that very few people use it. Mr. Williams agreed. Mr. Allen stated his understanding. Mr. Pryor stated that if we want to set experience requirements for the contractors, we need to document why those requirements were set and noted that the requirements cannot be unreasonable. Mr. Pryor provided the example that there may only be one contractor in the country that has installed 10,000,000 square feet of liner and noted that a requirement like this would likely be contested. Mr. Pryor stated that we need to come up with a reasonable competitive pool of contractors and to do this we could ask for the contractors to establish their credentials through prequalification.

Mr. Cannon asked Mr. Henning if he had anything else to add today, if he needed clarification on anything or if he needed anything else from the PCFA? Mr. Henning stated that he does not believe he needs any further information.

Mr. Henning asked if we had completed a prequalification for the last phase of construction? Mr. Williams answered, no.

Mr. Henning stated that the relationship between the general contractor and the contractor that installs the liner typically goes as follows: the general contractor hires a specialty contractor to install the liner. Mr. Henning asked if this is what typically happens in our experience? Mr. Williams answered,
yes. Mr. Henning asked who would be installing the liner? Mr. Williams stated that we do not know yet, because the contractor would select them. Mr. Henning clarified that he was asking who installed the last liner for us? Mr. Williams stated that Atlantic installed our last liner. Mr. Williams explained that Atlantic was also the general contractor for the project and noted that they had subbed out the earthwork to Vollers. Mr. Henning stated his understanding.

Mr. Pryor stated that typically we use a single bid concept and noted that whoever submits the bid is the general contractor. Mr. Pryor noted that there are jobs where there are multiple prime contractors on a site and then the construction manager would have to coordinate all of the different contractors. Mr. Pryor stated that this could turn into a zoo and noted that he does not think he has been in a multiple prime situation in years.

Mr. Allen stated that ultimately, the prime contractor is responsible for anything that goes wrong. Mr. Pryor agreed.

Mr. Cannon asked if there was a not to exceed figure on our Resolution? Mr. Williams stated that in the Resolution the cost is listed as an estimated cost. Mr. Cannon stated that “estimated” is entirely different from “not to exceed”. Mr. Williams asked if “not to exceed” is used within Mott MacDonald’s proposal? Mr. Cannon answered, yes. Mr. Henning agreed. Mr. Williams stated that we could change the Resolution to say, “not to exceed” instead of “estimated”. Mr. Cannon agreed.

Mr. Cannon, Mr. Williams and Mr. Pryor discussed changing a portion of Resolution R-07-02-18 to read, “Mott MacDonald for Engineering Services, Construction Management and Owners Representative Services for Cell 7 as described in, and in accordance with their proposal dated June 29, 2018 as amended on July 23, 2018 in the amount not to exceed $515,000.00”.

Mr. Pryor pointed out that Mott MacDonald’s not to exceed amount is based on an assumed project duration and that if any changes were to occur, they would be due a cost adjustment. Mr. Cannon stated his understanding.

Mr. Cannon asked if there was anything further to add regarding Mott MacDonald’s proposal? Mr. Pryor noted that according to Cornerstone there are submittals coming in August. Mr. Williams noted that this would be the 50% mark. Mr. Pryor agreed. Mr. Allen suggested providing Mr. Henning with the progress reports from Cornerstone. Mr. Williams stated that we would provide Mr. Henning with the progress reports from Cornerstone. Mr. Pryor stated that Cornerstone should be provided with at least the scope of work from within the Mott MacDonald Contract. Mr. Pryor stated that Mott MacDonald should be provided with Cornerstone’s scope of work as well.

Mr. Cannon asked if there were any further questions or comments?

There were no further questions or comments.

Mr. Cannon called for a motion to approve Resolution R-07-02-18 To Award a Non-Fair and Open Contract to Mott MacDonald for Engineering Services, Construction Management and Owners Representative Services for Cell 7 at the Warren County District Landfill as described in and, in accordance with their proposal dated June 29, 2018 and amended on July 23, 2018 in the amount not to exceed $515,000.00.

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 July 23, 2018.
RESOLUTION

R-07-02-18

To Award a Non-Fair and Open Contract

Engineering Services

Construction Management and Owners Representative Services for Cell 7

at the Warren County District Landfill

WHEREAS, the Pollution Control Financing Authority of Warren County (the “Authority”) requested a proposal for Engineering Services, Construction Management and Owners Representative Services for Cell 7 at the Warren County District Landfill;

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-5 et. seq.) requires that a resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, this contract is awarded in accordance with N.J.S.A.19:44A-20.4, as a non-fair and open contract; and

WHEREAS, the Authority has received all necessary documentation to allow award of this contract including the Business Entity Disclosure Certification, Certificate of Compliance With Campaign Contribution Law and the Determination of Value and these forms are on file; and

WHEREAS, the Authority awarded a contract by resolution R-07-02-18 on July 23, 2018 to Mott MacDonald for Engineering Services, Construction Management and Owners Representative Services for Cell 7 at the Warren County District Landfill as described in and, in accordance with their proposal dated June 29, 2018, and amended on July 23, 2018 in the not to exceed amount of $515,000.00; and

NOW, THEREFORE BE IT RESOLVED, by the Authority that the Mott MacDonald contract for Engineering Services, Cell 7 Design/Bid Documents at the Warren County District Landfill as described in and, in accordance with their proposal dated June 29, 2018, and amended on July 23, 2018 in the not to exceed amount of $515,000.00.

ROLL CALL:

Mr. Mach - Yes
Mr. Pryor - Yes
Mr. Allen - 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: 07/23/2018

Mr. Cannon thanked Mr. Henning. Mr. Williams also thanked Mr. Henning. Mr. Williams told Mr. Henning that he was more than welcome to stay for the rest of the meeting, or that he could leave, he noted that the decision was Mr. Henning’s to make. Mr. Henning stated that he would like to stay for the rest of the meeting to learn more about the PCFA. Mr. Allen asked for Mr. Henning to be provided with the most recent progress reports from Cornerstone. Mr. Williams stated that he would email Mr. Henning copies of the progress reports from Cornerstone.
Mr. Cannon asked if we are going to add progress reports from Cornerstone to the Agenda. Mr. Williams stated that this would be added to the next Agenda in place of the Landfill Expansion Application portion of the Agenda. Mr. Cannon asked if we would be reviewing this today? Mr. Williams answered yes, and stated that we will go over the progress reports from Cornerstone when we get to the Landfill Expansion Application portion of the Agenda.

Mr. Williams stated that there is nothing to report regarding Treatment Plant Operations.

Mr. Williams stated that we are still waiting for any kind of response from the DEP regarding the Pilot Study with the PRMUA. Mr. Williams stated that as of now, we have heard nothing regarding this.

Mr. Williams distributed a photo to the Board regarding an incident that occurred on-site this past Saturday night. Mr. Williams stated that one of the pipe saddles in the Treatment Plant broke. Mr. Williams explained that everything has been cleaned up and noted that there was quite a mess in the Treatment Plant as a result of the incident. Mr. Williams explained that there was so much steam created when the break occurred that the fire alarm was set off and the Fire Department responded to the site. Mr. Williams noted that there were no fires at the site. Mr. Williams stated that the parts to repair the break are being ordered.

Mr. Allen asked if it was a steam pipe that broke? Mr. Williams explained that it was a sludge return pipe that had broken. Mr. Allen asked if this was an incident that needs to be reported to the DEP? Mr. Williams answered, no and explained that this was not necessary because the materials were contained inside of the Treatment Plant.

Mr. Cannon asked why there was plastic on a steam pipe? Mr. Williams stated that it is not a steam pipe and explained that the pipe that broke is a sludge return line. Mr. Williams noted that the material temperature is probably 130 degrees, because this is the temperature of the leachate coming out of the landfill. Mr. Cannon stated his understanding. Mr. Williams explained that due to the humidity and being closed in the Treatment Plant, when the spill occurred, it looked like there was steam in the building when the door was opened because it was cooler outside than it was in the building. Mr. Cannon asked if the plastic was a high heat plastic, because 130 degrees is pretty warm? Mr. Williams stated that the pipe in question is a Schedule 80 plastic pipe and that it is rated for the temperature that goes through it. Mr. Williams stated that it is hard to know why the pipe broke.

Mr. Allen asked if the pipe ruptured? Mr. Williams answered, yes and referred to the picture that he had provided. Mr. Allen asked if there was damage to the pipe itself? Mr. Allen asked why there was a leak? Mr. Williams stated that there was a leak because the pipe broke. Mr. Allen asked if the picture provided was a picture of the pipe that broke? Mr. Williams answered, yes. Mr. Williams referred to the picture to show where the pipe broke and explain what happened.

Mr. Williams stated that the Treatment Plant is currently shut down until the necessary repairs are made. Mr. Williams stated that the parts for the repair should be delivered within the next couple of days.

Mr. Cannon asked if we would be trucking out more leachate than we already are? Mr. Williams stated that it really is not that much more leachate to haul because we only send approximately 4,000-5,000 gallons of leachate through the pipeline per day. Mr. Williams noted that half of the material going through the pipeline is fresh water that is added for dilution.
Mr. Cannon asked what the procedure is for when an incident occurs on a Saturday when no staff is present. Mr. Williams stated that there is an on call rotation for the landfill staff. Mr. Williams explained that the flare, the H2S System and the Treatment Plant require someone to be on call in case of an issue. Mr. Cannon asked who was on call on Saturday? Mr. Williams stated that Mr. Brian Heater was on call on Saturday. Mr. Williams noted that some other staff members came in to assist Mr. Heater and noted that they were also in on Sunday to finish cleaning up.

Mr. Cannon asked how the on call staff is notified that there is an issue? Mr. Cannon asked if this notification came through the fire alarm? Mr. Williams answered, yes. Mr. Williams explained that if the Treatment Plant was sending the notification, that it would have called Mr. Heater.

Mr. Allen asked where the sludge goes that runs through this pipe? Mr. Williams stated that the sludge circulates back around into the leachate tanks. Mr. Allen asked where the spilled material was disposed of? Mr. Williams explained that the spilled material goes into the floor drains and into the lagoons, which will eventually be circulated back to the Treatment Plant.

Mr. Williams stated that everything is going well regarding Landfill Operations. Mr. Williams noted that our waste intake is coming in as expected.

Mr. Williams stated regarding the Landfill Expansion Application, that as we all know, it has been approved.

Mr. Williams noted that this item on the Agenda will be changed to Progress Reports and Cell 7 on the Agenda moving forward.

Mr. Williams stated that Cornerstone did provide us with updated progress reports. Mr. Williams noted that he had sent everyone progress reports three and four.

Mr. Williams stated, regarding progress report number three, that there is nothing to discuss as far as Cornerstone’s progress.

Mr. Williams stated that progress report number four shows that the Stability Report for the MSE Bern was 95% complete as of July 20, 2018. Mr. Williams noted that this report has since been submitted to the DEP in accordance with the DEP requirements.

Mr. Williams stated that progress report number four shows that the H2S Certification was 99% complete as of July 20, 2018. Mr. Williams noted that this has also been submitted to the DEP.

Mr. Williams stated that hard copies of the reports that Cornerstone submitted to the DEP would be provided to the Board.

Mr. Williams stated that the Closure and Post-Closure Plan has been completed and submitted to the DEP as well.

Mr. Williams stated that the Quality Assurance/Quality Control Plan would be submitted to us in draft form for review on or before August 17, 2018 with the 50% design submission.

Mr. Williams stated that there is not much to speak on regarding the tasks that Cornerstone needs to complete and noted that these tasks are currently in the infant stage. Mr. Williams stated that the Construction Drawings are 25% complete, the Technical Specifications are 10% complete, the Cost Estimate is 0% complete, Meeting prep is 0% complete and Bid Phase Services are 0% complete. Mr.
Williams stated that Cornerstone stated in their report that they are on budget and that they are not seeing anything out of the ordinary that may come up.

Mr. Williams stated that Cornerstone’s report in regards to the schedule shows that the project is on schedule for the 50% design completion submission on or before August 17, 2018 and that the project is on schedule for the 100% design submission on or before December 8, 2018.

Mr. Williams stated that Cornerstone provided a list of their tasks completed to date and where they are in terms of the budget for each task. Mr. Williams stated that this would be included in all of Cornerstone’s reports. Mr. Williams explained that Cornerstone will be providing us with reports twice a month and that the second submission for the month will include the update regarding the finance schedule.

Mr. Cannon asked Mr. Williams to request that Cornerstone make the finance schedule larger. Mr. Williams stated that he would do so.

Mr. Williams stated that we would be monitoring the finances of the projects as well, in conjunction with Cornerstone’s finance schedule. Mr. Williams explained that we would do our own monitoring just to make sure that everything lines up with the financial reports that Cornerstone is submitting to us. Mr. Cannon stated that this is a good idea.

Mr. Allen asked Mr. Henning if he has a copy of the July 20, 2018 progress report from Cornerstone? Mr. Henning stated that he does not. Mr. Henning was provided a copy of progress report number four. Mr. Allen stated that on page 2 of the progress report, under Construction Drawings, it says that this is 25% complete. Mr. Allen stated that if you read through the paragraph Cornerstone is listing a lot of analyzing and so on.

Mr. Cannon asked Mr. Allen to give Mr. Henning a chance to read the paragraph. Mr. Henning read the paragraph that is in question.

Mr. Allen asked if what is listed in the paragraph means that 25% of the drawings are completed? Mr. Allen stated that if you read through the paragraph it talks about ongoing calculations, analysis of survey data and so on. Mr. Allen stated that there are no specifics regarding what drawings are completed.

Mr. Cannon stated that he interprets this, as the whole process regarding producing the construction drawings is 25% complete. Mr. Allen stated that this is all new to him and explained that he is trying to understand what Cornerstone is providing us with.

Mr. Henning stated that Mr. Cannon’s explanation was correct. Mr. Henning stated that typically, the entire scope of work is looked at and then it is estimated that 25% of the work is completed. Mr. Henning stated that when looking at the detail provided, concurrent with the percentage of completion, it is normal that it does not make sense. Mr. Henning stated that often, the way these projects work, is that the work being done currently is probably similar to what they have done before. Mr. Henning explained that this means that Cornerstone is pulling out the old drawings, taking off the details that they do not need and then adding on standard details that are needed such as a leachate collection system pipe. Mr. Henning noted that they would not know the slope for the pipe or size of the pipe yet, but they do know that the pipe is going to be HDPE (high-density polyethylene) and a standard SDR (standard dimension ratio). Mr. Henning stated that the pipe would be put on the drawing without all of the specifics and then the next person would be inserting the calculations. Mr.
Henning stated that this person does not have the calculation detail yet to put on the drawing to bring the detail to a close. Mr. Henning summarized that Cornerstone probably has the details on the sheet, the sheet is set up and now they are working on the calculations for the details. Mr. Henning stated that he hopes that this helps explain the process.

Mr. Pryor stated that even when the drawing is done, there is still a checking phase which can be substantial. Mr. Pryor noted that this means that even when the drawing is complete, it would not be 100% complete until the checking phase is completed. Mr. Henning stated that this is exactly right. Mr. Henning stated that if there were a mistake found during the checking phase, that would cause a cascading impact, the drawing would need to be redone.

Mr. Henning stated that he hopes that he did not confuse Mr. Allen. Mr. Allen stated that Mr. Henning helped him to understand the process regarding the construction drawings.

Mr. Williams stated that there is nothing to report regarding the H2S Removal System.

Mr. Williams stated that there is no update regarding the Solar Panel Project.

Mr. Williams stated that there is no update regarding the 2018 Waste Disposal Contract(s). Mr. Williams stated that we will come back to this because we need to have a discussion regarding a request that came in from Covanta.

Mr. Williams stated that there is no update to Agenda Item A-3 (2018 Waste Disposal Fee Schedule).

Mr. Cannon stated that he would like to see Mott MacDonald and Cornerstone covered separately on any meeting Agendas going forward. Mr. Williams stated that he would do so. Mr. Williams noted that once we get further into the expansion work that we should keep the QA Engineer separate on the Agenda as well. Mr. Cannon agreed.

Mr. Williams presented Agenda Item A-4 (ERI (Electronic Recyclers International) Computer Recycling Event Agreement(s)) to the Board.

Mr. Williams stated that ERI has agreed to conduct an electronics collection event at the PCFA on Sunday, September 9, 2018 from 8am until 12pm. Mr. Williams noted that this event will be identical to the event that was held in the spring. Mr. Williams stated that this event would be of no cost to the PCFA. Mr. Williams stated that all of the contract language is the same as what was approved by the Board back in the spring. Mr. Williams stated that if there are no objections from the Board, he asks for approval to enter into an agreement with ERI for A-4, part 1, for an electronics collection event on Sunday, September 9, 2018.

Mr. Cannon stated that Agenda Item A-4, part 2 is to set up a permanent electronics drop off location at the PCFA. Mr. Cannon stated that he had pushed ERI to hold a second event for us, before setting up a permanent drop off location at our facility, because he wanted to get as many electronics out of the stream as possible.

Mr. Cannon called for a motion to approve Agenda Item A-4; an Agreement with ERI for an Electronics Collection Event to be held on Sunday, September 9, 2018 from 8am until 12pm at the Warren County District Landfill at no cost to the PCFA.
On a motion made by Mr. Allen, seconded by Mr. Pryor, the PCFA Board approved Agenda Item A-4; an Agreement with ERI for an Electronics Collection Event to be held on Sunday, September 9, 2018 from 8am until 12pm at the Warrant County District Landfill at no cost to the PCFA.

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

Mr. Cannon asked if there were any other questions or comments regarding this. Mr. Pryor stated that he surmises that ERI receives their revenue from reselling what they collect. Mr. Williams stated that ERI receives their revenue from the State of NJ, through funds that are made available by the manufacturers of the electronic products. Mr. Williams noted that ERI only gets money from the State for covered electronic devices.

Mr. Williams stated that the next item to discuss is Agenda Item A-4, part 2; an agreement from ERI to set up a permanent electronics drop off location at the PCFA. Mr. Williams stated that he had requested that this agreement only be for one year. Mr. Williams explained that he did this so we can see how it goes and noted that the agreement was originally for three years. Mr. Williams stated that we would have the option to renew or extend the agreement with ERI if we chose to.

Mr. Williams stated that the permanent drop off location would be of no cost to the PCFA except if we chose to accept non-covered electronics. Mr. Williams stated that his initial thought regarding putting a permanent drop off location at our facility, was to begin by only accepting the covered electronic devices and see how this goes. Mr. Williams stated that he feels that we should do this before transitioning into covering the non-covered electronics.

Mr. Pryor asked what is involved with a permanent setup. Mr. Williams explained that ERI would bring an enclosed container to our facility, similar to a sea/land container. Mr. Williams noted that smaller Gaylord bins would be inside of the box. Mr. Pryor stated that essentially we just give ERI a spot to put their container. Mr. Williams agreed. Mr. Williams further stated that once the Gaylord’s are filled, we will call ERI and they will come within approximately 48 hours to remove the materials for us. Mr. Cannon asked if this is listed somewhere in the proposal from ERI? Mr. Williams noted that this information might be in an email. Mr. Cannon stated that he does not recall seeing this in the proposal.

Mr. Cannon stated that he is glad that we have two separate proposals for the collection event and the permanent collection box. Mr. Cannon stated that having trucks coming in and leaving the facility, he is now concerned about the customers, liabilities and other issues. Mr. Cannon stated that the requirements that we have made in all of our other contracts is entirely different from what we are dealing with in this situation. Mr. Cannon explained that a customer could put an item in one of the Gaylord’s that does not belong and then the landfill staff would be required to remove the item from the box. Mr. Cannon noted that it is also possible that ERI could be late picking up the material in the set timeframe.
Mr. Cannon stated that he does not feel that all of the necessary details are within the proposal. Mr. Cannon noted that he wants to recycle as many electronics as possible, Mr. Williams agreed. Mr. Cannon stated that he wants to make sure that we are covered 100% with every T crossed and I dotted. He noted that he is not sure that the agreement put together by ERI necessarily addresses our issues. Mr. Cannon also noted that this is something that we have learned from past experiences. Mr. Cannon stated that he has no problem with putting in a permanent drop off location, but that he thinks that Mr. Tipton needs to review the ERI agreement and provide the Board with his recommendations. Mr. Cannon noted that the contract looks pretty good, but that he would still like Mr. Tipton to review it.

Mr. Williams stated that this process would need to be monitored by the landfill staff, which is why it will require additional staffing. Mr. Cannon agreed and stated that he wants to make sure that any of the staff working on this is completely safe. Mr. Cannon stated, to be clear, that if we had an emergency, he wants to know what the procedure with ERI would be. Mr. Cannon addressed Mr. Tipton and stated that he is aware that it looks like the contract pretty much covers everything but before he is willing to go forward with this he wants to make sure that the contract and all the details within it are to the specifications of the PCFAWC.

Mr. Cannon stated that if any other members of the board have any input regarding this, that they should share it. Mr. Mach and Mr. Pryor agreed. Mr. Pryor stated that ERI has insurance, but noted that we are not named as an additional insured entity. Mr. Pryor also noted that ERI has an indemnification, but there is a limitation on liability. Mr. Pryor stated that he agrees that Mr. Tipton will need to review and make changes to this contract.

Mr. Cannon stated that if you have anything that you would want to add to the agreement for example; The 48 hour response; if someone puts something in there that doesn’t belong. Mr. Cannon stated that Mr. Tipton would have to review it for insurance purposes. Mr. Williams stated that it should be written in the agreement; 48 hours response time. Mr. Cannon stated that Mr. Tipton could probably put together a few things via email to safeguard having problems down the line. Mr. Williams agreed.

Mr. Allen asked what the logistics of this is: that ERI would provide a container, we would advertise monthly. Mr. Williams stated once we are at the point of hiring ERI, we will put something together for all of us, as far as: when we would be accepting it, e.g. Monday Wednesday & Friday between 8:00 and 12:00. Then we would see how that goes, if it is slow we could possibly expand the time to do it every day of the week. We also need to make sure we are not inundated so, we should start slow, by only doing the covered electronic devices.

Mr. Williams stated that PCFA staff will need to monitor what the individuals are dropping off. Staff will not be doing any of the handling; the residents will unload their own vehicles, put it in the marked containers.

Mr. Allen asked if this would be an ongoing or 3 days a week drop off? Mr. Williams stated he would like to start off slow, 3 days per week and eventually have it as a 5 to 6 day drop off over time. Mr. Pryor asked if this would be limited to Warren County residents? Mr. Williams replied yes and stated that this would all be checked at the scale house.

Mr. Smith asked if he could make a suggestion: he suggested that we do it 2 days a week because if we get full, you make your provision for 48 hours then you’re good for the next day otherwise you may be turning people away because you’re full. Mr. Cannon asked if anyone is doing this at other landfills and Mr. Williams replied that “yes they are".
Mr. Allen asked about the type of container. Mr. Williams explained that it was a Sea/Land type container typically sitting on the ground with one end open. Mr. Williams also stated that if we are only doing the collection certain days of the week, the doors will be closed on the days we are not accepting/collecting materials. If we end up going to 5 or 6 days a week then the doors will remain open.

Mr. Allen stated that if it is not busy then we could just cut it back. Mr. Cannon stated that the County has some employees in recycling so they could probably have them come over so ‘we’ wouldn’t have to pay any extra money at all. Mr. Williams stated that when we do get to that point, the grant that we have from the state would cover the extra staffing cost. Mr. Cannon stated that with the reimbursement of that grant money, that the staffing is an eligible expense so we could use it for that purpose.

Mr. Williams stated that he spoke with Dave Dech over at the County about this matter and all those costs will go through the grant. It also appears if we move into the non-covered electronics, they might also be picked up through the grant.

Mr. Cannon asked what percentage of the non-covered items people are bringing. Mr. Williams replied that he would have to go back and look but it is a lot. We do have that information from prior events for covered and non-covered. Mr. Cannon stated that it would theoretically be a separate charge. Mr. Williams stated that we would not necessarily charge the residents; his thoughts are that we would get those funds reimbursed back from the grant.

Mr. Cannon also stated that that we should have two streams. Mr. Williams stated that in the container there would be bins to separate items. ERI would supply Gaylord bins, they would be dedicated to separate items, for example, non-covered items go in one bin, monitors go into another etc.

Mr. Allen asked, in the first event, was there much non-covered items brought in? Mr. Williams replied that we did not take any and very few people brought it. For the most part, it was a good event. Mr. Cannon stated again that there are non-covered items that would be good to get out of the stream.

Mr. Cannon asked if there were any other comments or questions. Mr. Cannon asked Mr. Tipton to look at the agreement and make sure that we are all good. He also stated that maybe we should come up with a schedule, hours, time, and traffic and when it would be best to do it. Then put it all together for the Board to look at. Mr. Williams agreed.

Mr. Williams stated the next item is A-5, is a request from Covanta. Mr. Cannon stated that we have a rate schedule and that we sent contracts over to Covanta last year. They refused to sign them. All they had to do was sign the contract and return it to us. If that would have happened, they could have sent a trucks over today.

Mr. Williams and Mr. Cannon stated that everyone has seen the letter. Mr. Williams said if the board is ok with it, we would send them the contract that we sent them last year. We will just change the date, and leave the rate as it was originally presented. It was at $25.00 a ton. They are asking if we do a contract with them to extend it to March 31st 2019. Mr. Cannon stated he did not care about the dates but then they would be different from everyone else. Mr. Williams stated that it would be easier if we kept it consistent with all of our other contracts. Mr. Cannon stated keep the same dates which are February 28th (or 29th) 2019.

Mr. Williams asked if everyone is ok with it, he would forward them the contract.
Mr. Cannon asked what the consensus is on this matter. Mr. Pryor stated that they are just requesting pricing so we give them the pricing. Which is the same as it was the last time we presented it to them. Mr. Williams stated it is the same as we gave them last time.

Mr. Pryor stated that they are requesting one more month of service and he does not feel strongly about only giving them until February.

Mr. Allen asks Mr. Williams if he has a problem with it. Mr. Williams's replies: it is up to the board but it would just make it easier if the contracts expire the same time. Mr. Pryor asked when the contracts expire, are they subject to the new rates? Mr. Pryor stated that he does not know what is significant about March 3rd, perhaps they have another place to go after that. Mr. Williams Stated that our rates may go up after March 1st.

Mr. Cannon and Mr. Mach stated they do not feel strong about the difference of a month so just give it to them and sign them up. Mr. Williams agreed.

Mr. Williams stated that his last item was last Thursday he met with Freeholder Smith and Alex Lazoriski from the County, regarding the subdivision of the lands now that the landfill permit has been issued. The Freeholders want to move forward in this process and try to get it completed this year. At the Freeholder meeting this Wednesday, they have a resolution/proposal from Finelli Consulting to move forward with preparation and begin the subdivision, that will be required by the state within our permit and agreements that we previously signed. There is a significant cost that will be associated with this, and that we had agreed upon several months ago. Somewhere between $40,000.00 to $60,000.00 and it may increase.

Freeholder Smith stated that they keep adding to it, and while the permit was approved, we will be going to the Highlands Council for yet another process. The County is not suggesting that PCFA is going to pick up all the costs of this process. We did find out that regarding the Green Acres locations they have a different standard than what we originally thought. It requires for instance placing concrete monuments at all the property corners. Because of the number of steps involved, it will require a major subdivision. This will require an appearance before the White Township Board. We are moving forward and trying to get this to move along. That is the status to date.

Mr. Cannon asked if this was not going out for bid? Freeholder Smith stated no, it is a professional service.

Mr. Allen questioned, when we cut up the pie for the land itself are we still involved with the squatter on the one piece of land, or is that not part of this?

Freeholder Smith stated that’s not part of this. The steps that had been put forth to me, as we understand it right now are, first we need to define the landfill spot. There are a number of small lots that exist now. We will have to combine or consolidate the small lots to create one lot for the landfill. That portion of it is required for the permitting aspect, because we have to do a definition of that. That will also include a sub-division of the lot that does go thru the squatter property, and it does include the whole corner that is by Tilcon, which goes down and actually wraps around and covers the upper Green Acres lot. There are at least 4 sub-divisions in that one lot.

Freeholder Smith also stated that from what I’ve been told, the number of lot line transfers or sizes are what constitutes whether or not it has to be a major sub-division. So that one is a series of break-ups, then the back lot which would be the one that’s closest towards 519 and the County building, this lot has
to be split in half as well. The 2 southwest side lots closest to the creek or what is the old Quarry Road all have to be sub-divided and then those portions of the subdivision have to be done in Green Acres standard. Then in addition, we also have to take the property which is off of a corner of the property which was never involved in PCFA lease but is going to be included in one of the Green Acres provisions. That has to be done, and done to that standard as well as the lower lot that is down along the river. The whole overall parcel may be +/- 285 acres.

Freeholder Smith stated that all of these sub-divisions have to be perfected and put into a plat, which then will have to be presented to the White Township board, for approval, and then we can go from there. There are so many steps that need to be done we need to get moving on this. At a bare minimum, we need to be able to come up with the definition of what constitutes the landfill. In addition to that, we also will have to develop a rite-of-way that goes all the way back so the property isn’t left landlocked.

Mr. Allen asked, does all of that have to be done before we can break ground? Freeholder Smith stated he didn’t get that impression. Mr. Allen asked, doesn’t that have to be put into a deed, or codified in some way? Freeholder Smith stated that in his last discussion with the Green Acres Coordinator, he pointed out all of the steps that had to be done in the process. The quid pro quo for lack of better way to put it of giving them the wild life management areas to be created into Green Acres lots, has recognized the fact that it should not be something that’s a condition for us not to move forward.

Mr. Williams stated that he believes that the way that it is written within our permit is that we would have 5 years to complete this process. Then they extended an additional 5 years if needed.

Mr. Allen stated that is all written into the DEP agreement.

Mr. Cannon stated that he believes that any White Township fees should be waved since this is for public purpose. Freeholder Smith agreed.

Mr. Cannon stated we had an agreement, the County, PCFA and Tilcon as to going back to the boring logs and now this property is now possibly going to be in these sub-division changes. I have asked and gotten zero information, we never received the drill logs. We made an agreement we were going to get a copy of them and we never did.

Freeholder Smith stated as of right now, the piece of property included in that is the potential for the sale of the lot. I don’t see that as a liability of PCFA. If the County was to decide to sell that property, what we have to do is an analysis, the drill logs are nonsense at this point until its’ interpreted. One of the other things that we are talking about is having a geologist independent of Tilcon, to determine what is there. The interpretation of it has to be put forth in a public hearing prior to the sale of the property. Mr. Cannon stated in fair dealings with all the entities, why can’t we receive a copy of the drill logs that were in the agreement we had all signed and agree to it?

Freeholder Smith stated that he has a copy and it was an oversight as to not sharing it with the PCFA.

Mr. Cannon also stated that Mr. Williams’ numbers were right as far as what was discussed. He is still concerned about it not being spelled out; we need to be fiscally responsible. Mr. Cannon asked is the County willing to do an agreement as to 50/50, or if we pick a number not to exceed? We need something in concrete. Without a bid, there is no cap and you can interpret the agreement that we would have to pay even though we said we would share costs.
Freeholder Smith stated that we are kind of working with a moving target. Freeholder Smith stated it is not my intent to saddle PCFA with the costs, but at the end of the day, we are all taxpayers in Warren County - but also understand that this is going to be a complicated process.

Mr. Cannon stated that moving parts were ok when we made that agreement. Since you have it on the agenda for Wednesday, could the PCFA put in a not-to-exceed number? This way you know what you are budgeting and we know what we are budgeting.

Mr. Pryor stated we did an authorization. The last thing I heard is it’s moved up to around $150,000.00. Mr. Pryor is suggesting for our purposes is to set it at $75,000.00, that’s a number that we can work with. Things may change but we can start there.

Freeholder Smith stated at this point, you can do that, if that’s what you choose to do. My County Administrator has been throwing his hands up. It has been an effort up to this point and very complicated and he said none of this would have taken place if it hadn’t been an effort to get the permit. Which I think is a fair statement. So I’m not looking to saddle anyone.

Mr. Cannon stated so do we close the landfill? I mean that is the inverse of not getting a permit.

Freeholder Smith stated that is an academic discussion, again you can do what you want.

Mr. Cannon stated can we make the request formal? Freeholder Smith stated I don’t think so at this point. I’m not looking to end up to where you get pushback from County Counsel who is going to say well how can they say that that’s the maximum when we don’t even know what it is yet? Again I go back to the moving target where we were in the beginning.

Freeholder Smith stated I’ll just say for my own part, I have put in a tremendous amount of effort into this to make this as cost effective as possible. And stuff just keeps coming at us, I won’t even get involved on what my response was to the fact that we have to have a revue from the Highlands Council when this is in the planning area and at best it’s advisory and the original proposal was the suggestion that we were supposed to have all of our engineers and everybody come here. If it’s advisory and it’s in the planning area what’s the purpose of the exercise? Which is a very legitimate question. Problem is, is that they have our hands tied. This is what we are dealing with each time, hopefully we will be able to resolve this by going there and pointing out the fact that we’re going to show them a picture of what we are going to do, that we’ve entered into contracts to create wildlife mitigation areas. In addition, significantly improve protection of the property.

Mr. Cannon stated they have stuck their nose in many other things over here. What about the Tilcon proposal of going across the street, did the Highlands look into that? Of course not. Freeholder Smith stated oh they wouldn’t. Mr. Cannon stated I know.

Mr. Cannon stated I think we are making the effort on short notice. Freeholder Smith stated at the same time, I’m not going to argue about that in terms of, if the purpose of this is to give us a nod right away and get it over with. I have been emphasizing my single thing through all of this is we have a deadline. Mr. Williams stated that they can’t stop the project. Mr. Williams stated that it’s a permit condition regarding the Highlands.

Mr. Allen stated he called the Highlands Council about the proposed White Township Ordinance for R-1. They have no teeth in it. It’s not the planning area, this is the preservation area. The R-1 Proposal for this ordinance is a township problem. So for the portion of the answer I got was; New Jersey is a home ruled state. So they can’t stop the ordinance, but if there is a farmer in the R-1 preservation area that
wants to go above 9 acres then they can get involved. Mr. Cannon stated we wish you well Thursday. Freeholder Smith stated I’m going into this meeting with the approach that this is just a courtesy. Mr. Pryor stated I think the board certainly acknowledges your effort, no question.

Mr. Pryor stated that his concern is that when you get involved with the Highlands, you also get involved with some of these Planning Boards and it can snowball. These subdivisions, there are no improvements on the other side. It is a major subdivision but there is no improvements. We are looking to get a feel for what are real share is.

Freeholder Smith stated I could certainly mention the concerns of this Board to my Board, but I’m not going to suggest that were not going to move forward at this point in an effort to try and get this done, based upon our presumption that your questioning the value of whatever services Mr. Finelli is going to provide.

Mr. Cannon stated I’ll take a shot on that, I thought it was going to be bid, that was back when we were doing it. I just figured it was so engrossing and there was all these things you just detailed, there were so many things involved that I thought it would go out to bid. It seems to me that there is not a lot of containment on that number, which is what I’m concerned with.

Mr. Allen stated it shouldn’t be open ended.

Freeholder Smith stated he does not believe it will be, but the problem is we’ve got other entities that are involved. Hearing that we have to install concrete monuments was quite a surprise to me.

Mr. Pryor stated that’s the survey law. They are required unless the owners says there not.

Freeholder Smith stated that’s just one example and I think that certainly my board and this board are fiscally prudent. I will share your concerns but I know we’re not looking to go for another 6 months before we approve this contract.

Mr. Cannon stated that a blank check from PCFA is not fair to anybody. If it’s going to go Wednesday night, and it’s interpreted that we were all under the belief of $40 - $60 thousand dollars. I understand that things change but we did talk about sharing the expenses, but never really came to a number on that. If you can express that to your Board, that’s where we are at.

Freeholder Smith stated he is taking the same approach here in terms of ‘donation’, we’ve had one portion of acreage, which was ‘donated’ by the County for this purpose without compensation. I think that this has been an effort where all of us recognize the importance of the solid waste remaining in County. We are doing our best to do it, on the terms of the overall picture of things here, how many millions of dollars is this whole project going to be? I'm not suggesting that we don't try to keep a lid on it but there are a lot of things that are very difficult and as they now keep dropping onto the County in terms of what the changes are, we still have to get it done. Otherwise, even if we had gone out to bid, if you want to suggest that, how many change orders would we be looking at already. In terms of; as each time the ball is moved? I will share your concerns with the board
GENERAL COUNSEL'S REPORT

Mr. Cannon asked Mr. Tipton if he had anything to report. Mr. Tipton replied we have already touched on everything I had on my report. Unless anyone has any questions for me. Mr. Cannon questioned about Gaeta, have we received anything? Mr. Tipton stated there is not much we can do other than start to do asset searches and see if we can find if they have anything that’s worth pursuing, but they’re in NY.

Mr. Tipton stated we could identify assets, and as part of that process is sending them interrogatories as to what they have. Since they have been non-responsive, I do not know who would respond to that. At some point, you can get a court order and then there can be a warrant for someone’s arrest if they do not respond. You can keep pressing and pressing but each step costs money. In the end, you may end up chasing your tail.

Mr. Cannon stated let’s go with this additional step, maybe we will get a little more information, and get a better picture painted of what’s going on with this vendor.

NEW BUSINESS

None.

OTHER BUSINESS

Mr. Cannon asked if anybody has any new business they would like to bring up.

Would anyone like to add any dates coming up that might be an issue? Vacations or anything? Mr. Williams stated maybe October for him but he would not know for several weeks. Mr. Cannon stated maybe September for him but he can be available by phone.

CLOSING PUBLIC COMMENT

None.

PRESS COMMENTS & QUESTIONS

None.

EXECUTIVE SESSION

Executive Session was not necessary.
ADJOURNMENT

Mr. Cannon called for a motion to Adjourn. Mr. Pryor motioned to Adjourn, seconded by Mr. Allen, at 11:19 am.

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

Respectfully submitted by:
Jamie Banghart
Recording Secretary

Approved: