

POLLUTION CONTROL FINANCING AUTHORITY  
OF WARREN COUNTY

MINUTES OF REGULAR MONTHLY MEETING

April 22, 2019

Chairman James Cannon called the regular monthly meeting of the Pollution Control Financing Authority of Warren County to order at approximately 9:39 AM.

Authority Members present: James Cannon, Richard Mach and Joseph Pryor (via Conference Call).

ROLL CALL:	Mr. Mach	-	Present
	Mr. Pryor	-	Present (via-phone)
	Mr. Allen	-	Absent
	Mr. Cannon	-	Present
	Mr. Perez	-	Present

Also present: James Williams, Director of Operations; Katharine Fina, General Counsel; John Draikiwicz, Gibbons, P.C.; Kim Whelan, Acacia Financial Group; Jim Smith, Sanico; William Ryan, Mayor of Oxford; Louis Accetturo, Public Works Dept. and Mariann Cliff, Recording Secretary.

Mr. Cannon stated that he would like to call the meeting to order and that they would do the Oath of Office first with Daniel Perez.

Ms. Fina asked Mr. Perez to stand.  
Mr. Cannon stated welcome Dan Perez, our new member. Mr. Perez replied thank you.

Ms. Fina asked Mr. Perez to raise his right hand and repeat the following after her:

I, Daniel Perez , do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New Jersey; that I will bear true faith and allegiance to the same and to the Governments established in the United States and in this State, under the authority of the people; and that I will faithfully, impartially and justly perform all the duties of a member of the Pollution Control Financing Authority of Warren County according to the best of my ability. So help me God.

Mr. Perez repeated the aforementioned then the Board welcomed him as a new member.

The Pledge of Allegiance was led by Chairman Cannon.

Mr. Cannon read the following statement: “Adequate notice of this meeting of April 22, 2019 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 stated that they would go on with the meeting minutes without Mr. Allen and he could join in if he showed up.

### M-1 regular Meeting Minutes March 25, 2019

Mr. Cannon asked if anyone had any corrections or questions from the March 25<sup>th</sup> minutes. Mr. Pryor stated that there was a sentence on page 18 that he would like reworded but nothing else.

Mr. Mach stated that he had no corrections.

Mr. Cannon asked if on page 14 the word 'dead' in the 6<sup>th</sup> paragraph was appropriately used. Mr. Williams stated that he thought it was appropriate.

Mr. Cannon stated that hearing the corrections he asked for a motion to approve the minutes from March 25<sup>th</sup> 2019.

Mr. Mach stated that he would make the motion to approve them as corrected.

Mr. Pryor stated that he would second the motion.

Mr. Cannon stated all in favor say aye.

Mr. Mach	-	Aye
Mr. Pryor	-	Aye
Mr. Allen	-	Absent
Mr. Cannon	-	Aye
Mr. Perez	-	Abstain

### M-2 Executive Session minutes March 25, 2019

Mr. Cannon asked if anyone had any corrections or questions from the March 25<sup>th</sup> Executive Session minutes.

Mr. Cannon stated that hearing none could he get a motion to approve the Executive minutes from March 25, 2019.

Mr. Mach stated that he would make the motion to approve them as corrected.

Mr. Pryor stated that he would second the motion.

Mr. Cannon stated all in favor say aye.

Mr. Mach	-	Aye
Mr. Pryor	-	Aye

Mr. Allen - Absent  
Mr. Cannon - Aye  
Mr. Perez - Abstain

## CORRESPONDENCE

None

## PUBLIC COMMENTS (AGENDA ITEMS ONLY)

Mr. Cannon stated that there are a few people here today in Public, then said good morning to Mr. Smith from Sanico, and told him that it was nice to see him again.

Mr. Cannon also addressed Mr. Ryan and Mr. Accetturo from Oxford, saying good morning. Good morning also to John Draikiwicz, and Kim Whelan whom we were expecting. It is good to see you all here today.

Mr. Cannon then asked if there were any Public comments that were pertaining to the Agenda.

Mr. Ryan stated that he would like to speak on behalf of Oxford Township.

Mr. Cannon asked Mr. Ryan to introduce himself for the record.

Mr. Ryan stated that his name was Bill Ryan and that he was the Mayor of Oxford. The reason he is here today with Mr. Accetturo who is from the Public Works Dept is, they would like to talk to the Board about Covanta being shut down. Since Covanta closed their doors Oxford now has to travel all the way down to Annandale in order to dispose of the towns ID 10 waste. Mr. Ryan continued that they would like to propose to the Board and to PCFA to allow the town of Oxford to bring their household waste into the landfill for disposal.

Mr. Cannon stated that there was an amendment from Covanta in regards to that subject but the Board had not had a chance to discuss it yet.

Mr. Williams stated that this would be discussed in our Executive Session today but, they would not have an answer for them at this time. Mr. Ryan stated that it would be beneficial to everyone involved if the town would be allowed to dispose of the ID 10 here at the landfill and would appreciate it if the Board could see their way through to approve it today.

Mr. Cannon stated that he would not be able to answer that either until the Board had time to discuss it. Then thanked Mr. Ryan and Mr. Accetturo for coming in today.

Mr. Cannon then stated that we would follow through the Agenda order.

## FINANCE

Mr. Cannon asked Mr. Williams if he was ready to go through the Finance Report or if they were waiting for Mrs. Banghart?

Mr. Williams stated that he was ready and that Mrs. Banghart was on vacation.

### A-1 Finance Report

Mr. Williams stated that this month was good and that they were on track with nothing unusual.

Mr. Pryor stated that he did not know what the April 12<sup>th</sup> date meant, that was on the bottom of the first page of the Finance report or the Financial position at March 31<sup>st</sup> on the same page.

Mr. Pryor asked is it our Expenses until April 12<sup>th</sup> and Revenues until March 31<sup>st</sup>, he does not know.

Mr. Cannon replied that generally what they do is the full month and then the partial of the bills that come in. Mr. Pryor stated ok so the bills are up until April 12<sup>th</sup>, but the revenue is only until March 31<sup>st</sup>? Mr. Cannon and Mr. Williams both stated correct.

Mr. Pryor stated all right, that is going to give us a deficit by default. Mr. Williams stated correct. Mr. Cannon stated that is the way it always runs. Because we have the timeline of us being here only once a month. Mr. Pryor stated that we are still running behind, but we have an extra two weeks of expenses in there. Mr. Cannon stated that was correct.

Mr. Pryor stated that he was looking at the investment income \$310,000.00 on page 2. Then stated that we have \$12,000,000.00 in the bank, that looks like a pretty good investment. Mr. Williams stated that it is, because the interest rate was much higher this time around than last time with that CD.

Mr. Pryor asked that with \$12,000,000.00 in one quarter we got \$310,000.00. Mr. Cannon stated that no, not in one quarter, that was payment that came in at the end of a 9 or 12 month period. Mr. Pryor stated that your crediting it all at the end right? Mr. Williams stated that is correct. Mr. Cannon stated that was correct and we spoke about this last month, it had just come in right around last month's meeting, so it was not recorded. Mr. Pryor replied oh all right as long as he understood.

Mr. Pryor stated that the other thing was the pre-treatment operating expenses, we are showing \$105,000.00 already and he thought they shut that down in January.

Mr. Williams stated that that was correct, but what they still have listed in there are the electric and the Operator is still there. Meaning the PCFA Operator. Mr. Cannon stated that we did not re-distribute the employee's workload somewhere else on the site. It still is included as to what that salary was that was attributed to that employee. They are still attached to the treatment plant.

Mr. Pryor asked are we still paying the Operator? Mr. Williams stated that no, it is the PCFA Operator. Mr. Cannon stated that it was internal employees. Mr. Williams stated that also included in there is the healthcare and pension etc.. Mr. Pryor stated that they had one month of operation and it is at 59% of annual budget.

Mr. Williams stated that a lot of that is due to most of the healthcare coverages are paid up-front, in advance. Mr. Cannon stated that he is guessing that 50% of that is all yearly fees and that will change once the McDonald plan is set up and mothballing it has been done. Mr. Pryor stated ok.

Mr. Cannon asked if there were any other questions. Mr. Mach? Mr. Mach replied no. Mr. Cannon asked Mr. Perez if he had any questions, and Mr. Perez stated that he did, he asked was that a CD that you were talking about? The 9 to 12 month? Mr. Williams stated yes. Mr. Cannon stated yes we have a couple of them that we just rolled over. Mr. Perez replied ok.

Mr. Cannon asked if anyone else had anything. Mr. Williams stated that there was just one thing he would like to put some attention on, on page 5 if we look at our leachate treatment, it really is the hauling. Last year we did, and we are only looking at the hauling piece of this, a little more than 18 million gallons of leachate was hauled out of here last year. Just in the first three months this year, because of all the heavy rains and playing catch-up from last year we have hauled out 9 million gallons already. Mr. Williams stated that they would see the expenses are a bit higher and that is due to an additional amount of leachate that we have hauled out of here, and that is all part of weather. When we get a dry spell of course that number will go down as we have seen last year we had a lot of rain and we are still playing catch-up. Mr. Cannon stated that on page 5 the gallons are not listed are they? Mr. Williams stated that no the gallons are not there. Mr. Pryor stated that he sees what Mr. Williams is talking about and he recognizes that the gallons are a variable. Mr. Williams stated so other than that, everything else relating to the finance is good, and there are no issues with any of our haulers.

Mr. Cannon stated that last month, there were a couple of haulers that were 30 to 60 days overdue. He is assuming that they have caught up.

Mr. Williams stated that everybody had all caught up, correct. We also had one bounced check that we have not had in a couple of years. That individual has since paid so it is fine.

Mr. Cannon asked Mr. Pryor, Mr. Mach and Mr. Perez if anyone had anything else. They all answered with no they did not.

Mr. Cannon then asked for a motion to approve the resolution to pay bills for April 22, 2019 in the amount of \$ 536,415.72.

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 *April 22, 2019*.

## **RESOLUTION**

**R-04-01-19**

### **To Pay Bills – April 22, 2019**

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             - Absent  
                  Mr. Pryor            - Yes  
                  Mr. Mach             - Yes  
                  Mr. Cannon           - Yes  
                  Mr. Perez             - Yes

We hereby certify Resolution to Pay Bills in the amount of \$ 536,415.72 to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the 22<sup>th</sup> day of *April*, 2019.

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Mariann Cliff  
Recording Secretary

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James Williams  
Director of Operations

Approved: April 22, 2019

PERSONNEL

None

PRESENTATIONS

Mr. Williams stated that the next item was the presentations. would the Board want to go through the rest of the Agenda or go into speaking with the Bond Counsel?

Mr. Cannon asked the Bond Counsel how they were set for time. Mr. Draikiwicz and Ms. Whelan replied that they were good.

Mr. Cannon stated that they would continue with the Agenda.

FACILITIES/RECYCLING

Mr. Williams stated that the next item was A-2 Proposal, CP Engineers this is based off of a discussion last month for the Groundwater Protection Program and Stormwater Detention Basin Monitoring Programs this is all in accordance with our permits. This requires a professional engineer to do the documentation reporting for us. Mr. Williams stated that he did receive the document A-2

from CP Professional services to provide these services for the Authority as a non-fair and open proposal and resolution in the amount of: \$ 26,750.00 for the year.

Mr. Williams stated that he would like to give just a quick background. Mr. Pryor interjected with he was not hearing correctly and asked if this was the only proposal. Mr. Cannon stated that this has been going on for years and we spoke about them at our last meeting. We did not have a contract or proposal for them. Mr. Pryor stated that he had a question but that he would like to talk about it in closed session. Mr. Williams replied sure.

Mr. Cannon stated that we would put it off for executive session.

#### Treatment Plant Operations

Mr. Williams stated that the next item was the Treatment plant moth-ball update. Mott MacDonald was on site about 2 weeks ago and they collected all of our O&M manuals and they are in the process of writing the decommissioning and recommissioning manual for us so we can begin the process of properly cleaning the facility and shutting it down then putting into the moth-ball state. That is really all there is as far as that goes.

Mr. Cannon stated that he would like to state for everyone's knowledge that he did text Mr. Williams on vacation and let him know to please remind Mr. Henning that next time we need larger fonts and larger maps for everybody. Therefore, when they do come in with the final information that they could get some real size reports that everyone could see.

Mr. Cannon asked if Mr. Pryor was still there. Mr. Pryor stated that he was.

#### Bid for the Removal, Hauling, Delivery and Disposal of Un-Treated leachate

Mr. Williams stated that the next item was the bid for the Removal, Hauling, Delivery and Disposal of Un-Treated leachate. Mr. Williams stated that he had been working with Ms. Fina and Mr. Tipton revising the bid proposal itself. Mr. Cannon asked if we had that document one in front of them. Mr. Williams replied no, this is just an update on what we are doing behind the scenes. Looking at different options as far as the possibility of maybe getting multiple bids or multiple companies in here because of the high amount of leachate. Mr. Williams stated that whether we can legally do that or not is what Ms. Fina can speak more clearly on. We will be putting another bid out because of the high volume of leachate that we have. Our current leachate hauler even though we have 15 million gallons listed in the bid doc, cannot keep up with it.

Mr. Williams stated that we do have another hauler in here assisting with us but to keep everything above board, he has been speaking to Ms. Fina and Mr. Tipton about putting a document together. Mr. Williams asked Ms. Fina if she would like to add anything to this discussion.

Mr. Cannon stated that we do have a contract now correct.

Ms. Fina replied that is correct, going forward it is revising your bid documents to reflect a higher outflow. Mr. Cannon replied that would be after this contract expires. Ms. Fina replied correct.

Mr. Cannon asked when does this contract end? Ms. Fina replied that she thought it was in September. Mr. Williams stated that it expires in October 2019.

Ms. Fina stated that at this point the hauler that you have a contract with is not fulfilling their obligations. That is putting the PCFA in an emergence situation where they have to bring in a second

hauler. Under the local appellate contracting law, we have not found anything where you can actually contract with 2 haulers. Our proposal is when you go out to bid next time in October or September you put in additional estimates and try to find someone who can meet those estimates. If you do not find someone, then that would put us in a different situation, but at this point, your contractor is currently not fulfilling his contract.

Mr. Cannon stated that just for some clarity on that, the current contractors are subbing us out with another company right? Mr. Williams replied no this was a phone call that he had to make to get a hold of another company to have them come in here to assist.

Mr. Mach asked now that you brought that up could they have subcontracted another hauler for us. Mr. Williams stated that he did not see why not but that was more of a legal question that he will defer to Ms. Fina.

Ms. Fina stated that of the top of her head she is trying to think if our contracts include a provision that would not allow them to, she is not sure and would have to look at it.

Mr. Mach stated that it could be written in such a way that the second vendor if you will, has to meet all of the obligations of the bid also because the first bidder is responsible.

Mr. Cannon asked if the rates the same, or are they emergency rates? Mr. Williams stated that no they are not emergency rates. Mr. Williams stated that he just wanted to let everyone know that he was working on it with Counsel and hopefully at the May meeting they may have something put together that we can work with. Mr. Cannon stated that we could look at the current proposal and see what we are paying with the added on cost.

Mr. Williams stated that they are now paying 4.5 cents a gallon and the secondary hauler is 6 cents. Mr. Cannon asked if we had a max with the 4.5 cents guy or it is just what he can handle? Mr. Williams stated that he believes in the contract that a maximum gallonage is listed but he does not have it in front of him. The current hauler cannot keep up with the gallons. Mr. Cannon stated he could not keep up with the excess gallons, so is he charging up to the full line but he is going over the excess? He does not have a cap on how much he can haul right? He can take as much as he can but he does not have a cap.

Mr. Williams replied that he believes that it is in the bid doc and again, that is where it gets back to the bid document, he believes it is 15 million gallons. Ms. Fina replied that was an estimate correct? Mr. Williams stated that he did not have it in front of him so he cannot be sure.

Mr. Cannon stated that he thought that was what he remembered it being. That was the estimate as to what it would be so that they could give us a fair price, we received a much better price last time and now we are going to exceed it. Mr. Williams stated that we already did last year and if we keep going the way we are going this year, we are going to well exceed it. Mr. Cannon stated that last year we did not need to bring someone else in, they were able to keep up with it so we were able to keep it all at 4.5 cents. Mr. Williams agreed.

Mr. Mach asked if the hauler told us that they were unable to keep up with the gallons. Mr. Williams replied that from multiple phone calls to get trucks in here they could not keep up. The answer is yes, they could not get any more vehicles in here. Also because they are all CDL drivers, they can only drive so many hours and they are running around the clock 24/7. Mr. Mach replied ok. Mr. Cannon asked if they were allowed to come into the landfill when it is closed. Mr. Williams replied yes they are, after hours, holidays, Saturdays, Sundays.

Mr. Cannon stated so even though they are able to have 24/7 access they are unable to keep up. Mr. Williams replied yes.



Mr. Pryor asked is it what he was thinking that we are generating so much leachate that our present contractor cannot keep up with it? Mr. Cannon replied correct. Mr. Pryor stated what alternatives do we have, can we amend his contract so they could take on a sub-contractor?

Mr. Cannon stated that is the \$64,000.00 question, from what he understands now is that our contractor told us that they were not able to handle what we were doing currently. Which is why Mr. Williams got another hauler, which is costing us 15 cents more per gallon than our current hauler and we are going to exceed the estimate in the contract with the current hauler.

Mr. Pryor stated as far as he was concerned either is acceptable. When a contractor bids on a quantity even though it is not a fixed quantity, he is saying he is able to handle that amount. Generally, if you go under or over that amount significantly you have a change in the contract. Mr. Pryor stated that he thinks that we can do whatever makes sense and is do-able quickly.

Mr. Cannon stated that 'quickly' is already going on since we already have the other truck hauling. Mr. Pryor stated ok, yes that is fine. Mr. Cannon stated that his main point is with our contracted hauler, we want to get the absolute maximum at 45 cents vs. the other hauler that we have to call in on emergency basis who is charging us 6 cents.

Mr. Pryor stated that the D.O.T. and many contracts have a 15% difference if the quantities go up or down by more than 15% it is a change. This is not in our contract but it is a common concept, if you bid 10 gallons a year and you gave him a hundred that obviously would be a cardinal change.

Mr. Cannon asked Mr. Williams what the total gallons was last year? Mr. Williams replied a little over 18 million. Mr. Cannon stated that we were within the 15% theoretically last year. Mr. Williams agreed. Mr. Cannon stated that we were close last year but this year it seems that we are going to far exceed it. Mr. Pryor stated that again he is not an attorney but based on his work with contracts, you cannot hold them to a cardinal change without an adjustment. Therefore if our contractor says that he is doing all he can do and we have that much more, then maybe a second hauler is our best choice.

Mr. Cannon stated ok, so Mr. Williams is going to get some numbers out to us this week and see if we can narrow down that number a little better. Are there any more questions on that?

Mr. Perez stated that he had a question, then asked, so the second contractor, is this a contractor that we looked at or that our current contractor looked at. Mr. Williams stated that it was a contractor that we looked at.

Mr. Cannon stated that it was at their request correct? The original hauler said that we had to do something.

Mr. Williams stated yes then he contacted another hauler, the most important thing is that we certainly do not want leachate all over the ground.

### Landfill Operations

Mr. Williams stated that with Landfill Operations there was nothing to discuss. We are waiting for the new loader to be delivered. One thing that we did get was the snowplow attachment 2-weeks ago for the new loader. Mr. Williams stated that they said it would be between 4-6 weeks for delivery.

## Cell 7 Construction

### A-4

Mr. Williams stated that there was nothing really to report for Cell 7 except the item marked A-4. This is from Mott MacDonald and gives a brief overview of what they have done to date. This is including the location of the bedrock in the cell 7 area. Mr. Cannon asked if the final draft came in after this went out, this is dated the 8<sup>th</sup>. Mr. Williams stated that in their report they said that they do not expect the final draft to come out until the end of May so there is really no point in getting into any discussion regarding this, until the final report comes out. Preliminarily what they did tell him is in the cell 7-A area there was no bedrock. Most of the bedrock occurs in the cell 7-B area. Therefore, they are re-defining all of their mapping that you see here, and we will eventually get larger maps. Mr. Cannon stated that on page 2 of the report first paragraph, second to the last sentence: “the results of this testing are expected to be available for the next two weeks” and this is dated April 8<sup>th</sup>. Mr. Cannon stated that he did not get the end of May part. Mr. Williams stated that he meant the end of April. Mr. Cannon replied ok.

Mr. Williams stated that it says the very last thing, currently Mott MacDonald scheduled for delivery of the Cell 7 re-design drawings by May 1<sup>st</sup>. Mr. Cannon stated that he wanted to get affirmation of the bedrock issue, but we do not have that yet right? Mr. Williams replied correct.

Mr. Cannon asked Mr. Pryor if he had any questions on the Mott MacDonald status report? Mr. Pryor asked that they would be expected to have more information towards the end of the month? Mr. Cannon replied that they expect to find out with the soil sampling and the rock formation as to the depth, and the design of the liner and how deep we can go. In addition, whether there will have to be blasting or not. The preliminary results are good.

Mr. Williams stated that the other item that they are going to look at, and it has been discussed in the past is, whether they are going to look at the cost of if we remove the rock down to the elevations that are currently designed. Mr. Pryor stated that he is following it and was just looking to see if they are on schedule for delivery for the cell 7 re-design drawings, the draft by May 1<sup>st</sup> so you are supposed to have them by May 1<sup>st</sup>? Mr. Williams replied yes. Mr. Pryor stated that he read the report and that he had no comment. Mr. Williams stated that they would attend our May meeting.

Mr. Cannon asked if there were any other questions regarding the preliminary status of Mott MacDonald? Then asked Mr. Williams to continue.

### A-5 - Cornerstone Change Order Request, April 5, 2019, Cell 7 Design

Mr. Williams stated that A-5, which is the Cornerstone change order, would be discussed in the Executive Session.

### A-6 - Cornerstone, Proposal for Stack Test, Enclosed Flare

Mr. Williams stated that this is not something we need to vote on today. Mr. Pryor stated that he would like to do this in Executive Session.

### A-7 - 2019 Waste Disposal Fee Schedule

Mr. Williams stated that A-7 had no change.

### A-8 - Household hazardous Waste Event Flyer

Mr. Williams stated that this was just a flyer for our Household hazardous Waste Event on April 28<sup>th</sup> everything is all set up to go.

A-9

Mr. Williams stated that A-9 is an update on the Tire Recycling program. This has not been done in quite a while. This is an update for all the tires we have collected here at the landfill for 2018 which totals 1683 tires. Mr. Mach replied that that was amazing. Mr. Williams stated that was actually the most we have ever collected since we started the program. As you see by the color coded columns automobile tires were the most, commercial tires come in second and then the farm style tires come in at a far distant third. Mr. Cannon stated wow that was a lot of tires. Mr. Williams stated that the program has been working well.

A-10

Mr. Williams stated that the next item is A-10 this is just a thought if the Board has any thought of replacing the Administration Building Sign. Mr. Cannon stated that he suggested to Mr. Williams that morning that maybe we could table this for now. Mr. Williams stated that this was just if there was any thought about replacing the sign out front. Mr. Cannon stated that he thought that the sign out front looked fine, everyone knows where the landfill is. Mr. Mach stated that he agreed, the sign is not falling apart yet. Mr. Cannon stated that he does not think it is needed at this time.

A-11

Mr. Williams stated that A-11 is Covanta's Service agreement amendment #1 and this will be discussed in Executive. Mr. Cannon agreed.

Mr. Cannon asked if that was the only change, on A-7? Mr. Williams stated that there was no change on A-7. Mr. Cannon replied the highlighted one, would that be Oxford? Mr. Williams asked if he had that in there. Mr. Cannon stated it is saying the additional ash that they said they had to clean up. Mr. Williams stated no that is the by-pass waste. That has nothing to do with Oxford. Mr. Cannon stated that he understood but then asked ok but do we change the extension of the ash?

Mr. Williams stated that we would add another column if and when the Board approves it.

H2S Removal System

None

Solar Panel Project

None

GENERAL COUNSEL'S REPORT

Mr. Cannon asked if Counsel had anything for public session or is it all for Executive session. Ms. Fina replied that what she had was all for the closed session.

NEW BUSINESS

Mr. Cannon asked if anyone had any new business to discuss.

Mr. Cannon stated that hearing none he would like to ask if there was anyone in public that had any questions or comments relating to the Agenda or non-Agenda. Mr. Cannon then called on Mr. Smith from Sanico.

Mr. Smith stated that he was curious about the leachate hauler, are you talking \$270.00 a load? With a 6,000 gallon truck? Mr. Williams stated that it was 6,000 or 7,000 gallons it varies. Mr. Smith replied at \$300.00 a load. Where is it going for that kind of money? Mr. Williams stated that it is going to Passaic Valley. Mr. Smith asked if this was just the trucking charge. Mr. Williams stated that yes it is just trucking. Mr. Smith stated ok so the disposal is separate. Mr. Williams stated that yes disposal is separate. Mr. Smith replied oh all right. Mr. Cannon stated that that was the low bid. Mr. Mach stated to Mr. Smith that it was a business opportunity. Mr. Cannon stated that this was sent out for bid and it was less expensive than the previous contract.

Mr. Smith stated that the other thing he had was that he sent PCFA / Mr. Williams a letter February 22<sup>nd</sup> requesting the use of the landfill and he had not gotten an answer to that yet. Mr. Cannon stated that he did ask Mr. Smith last month if he had that paperwork that he kept referring to that he said that there was an agreement in place. Mr. Cannon stated that he asked Mr. Smith if he could get a copy of that to the PCFA to look at as to what he was talking about.

Mr. Smith asked what agreement Mr. Cannon was referring to. Mr. Cannon replied the one that he was speaking about at the last meeting. Mr. Smith replied that was the service agreement. Mr. Williams stated that Mr. Smith mentioned an agreement regarding the bypass waste.

Mr. Cannon stated that Mr. Smith had said that he had that in his possession. Mr. Smith stated that at that time yes, the PCFA had said that it was renewed year to year. Mr. Cannon and Mr. Williams stated correct. Mr. Smith stated that he believes that the attorney requested a copy of that correct Mr. Williams. Mr. Williams asked who's attorney would have requested it? Mr. Smith replied Attorney John Ambrosio. Mr. Williams asked did he send this recently. Mr. Smith replied yes. Mr. Williams replied that he had not received any request from any attorney requesting that. Mr. Smith replied well that it was not a major thing, because that was by-pass waste. It was the service agreement that as far as he knows has not changed since 2007, is that right?

Mr. Williams replied as far as he knows it has not, besides minor modifications as items have changed through the years. Mr. Cannon stated that his point was, that last month and he could find it in the minutes, and he is welcome to get a copy of them and look at what was said. Mr. Cannon stated that Mr. Smith said that there was an agreement in place for by-pass and that they tried to correct him a number of times.

Mr. Smith replied and you were correct. Mr. Cannon stated ok so you understand that now. Mr. Smith replied that yes he understood it, it is renewed annually and he had his attorney request a copy of the current agreement from PCFA. Mr. Cannon stated that he understood that but Mr. Williams had not received that request.

Mr. Smith stated that having said that, he has still not received an answer to his letter, which has nothing to do with the service agreement.

Mr. Cannon asked if this was a letter that was referring to the by-pass or something else?

Mr. Smith stated no, this would be the request to use the landfill to dispose of type 10 waste for their Warren County garbage.

Mr. Cannon stated that as they had discussed last month they are in the process of evaluating that as they go along. There is a service agreement with Covanta that lasts for another seven years. People that are no longer present in this room signed that agreement, but we have to adhere to it. There are things that Covanta has to adhere to and there are certain things that we have to adhere to. So as of right now we

have not dissected what Covanta may be doing in both the near future and or the long term future. This agreement still has seven years on it.

Mr. Smith replied that he understood that but the problem is that agreement has nothing to do with whether PCFA accepts type 10 waste from Warren County. Mr. Cannon replied that he does not think that they all agree with that statement.

Mr. Smith stated that ok so he guesses that the PCFA's answer to his letter is going to be 'no answer' is that your answer?

Mr. Cannon stated that at this time we do not have an answer for that, that is correct. Is that fair enough?

Mr. Smith replied that he did not know if it was fair. Mr. Cannon stated that some people's emergencies are not other people's emergencies.

Mr. Smith then asked if the Board understood that PCFA is in violation title 48 and title 13. Mr. Cannon stated that no he did not understand that. Mr. Smith replied ok, you have a lawyer you might want to discuss that during your Executive Session. Mr. Cannon stated ok, but he did not appreciate any threats though from Mr. Smith. Mr. Smith replied that this was not a threat. He was just trying to point out the facts. This was a very simple letter and it needs an answer. Mr. Cannon replied that they were trying to be nice to him, but just because he sent a letter does not mean that we are required to respond to it.

Mr. Cannon continued that we are doing our best with what we can do here as volunteers, Covanta closed down. They did something that we had no power over and we still have an overriding agreement that we have to be very concerned about what we have to do in that agreement and what they have to do in that agreement. That is where we are at right now.

Mr. Cannon stated that he knows that Mr. Smith deals with this on a day-to-day basis, the Board was here four weeks ago, so what transpired the last four weeks they were going to discuss today and go from there. They do not work on these issues seven days a week, and he understands that Mr. Smith is in the garbage business so he works on it every day. Mr. Cannon stated that they are doing their best to get to some sort of agreement in the end for this to be a Warren County hauling area, that is always what we thought in the beginning but you know the rules change and things happen over the years. We do not have any control over that now, but we are trying to do our best for the future.

Mr. Cannon asked if anyone else had any questions. Hearing none let us get to our first presentation.

Mr. Williams stated that the rest of this should be in Executive session. Mr. Cannon replied would Mr. Williams like to do an overall of what we would be doing in Executive, or say something as to what the reasoning is that the Bond stuff would require being in Executive.

Mr. Williams stated Contract negotiations and possible litigation. Mr. Cannon stated ok good enough so we would need a motion, would someone make a motion to go into Executive.

Mr. Mach stated that he would make the motion.

Mr. Perez stated that he would second the motion.

Mr. Cannon replied thank you. All in favor of going into Executive Session say Aye:

ROLL CALL:	Mr. Allen	-	Absent
	Mr. Pryor	-	Aye
	Mr. Mach	-	Aye
	Mr. Perez	-	Aye
	Mr. Cannon	-	Aye

EXECUTIVE SESSION

*Executive session started at 10:20*

**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. Perez***

ROLL CALL:     Mr. Allen             -   Absent  
                  Mr. Pryor            -   Yes  
                  Mr. Mach             -   Yes  
                  Mr. Perez            -   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.

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Recording Secretary  
Mariann Cliff

Dated: April 22, 2019

Mr. Cannon stated that he needed a motion to come out of Executive session.  
**Mr. Mach** made a motion to come out of Executive Session, seconded by **Mr. Pryor**.

Mr. Cannon stated all in favor say aye.

Mr. Mach	-	Aye
Mr. Pryor	-	Aye
Mr. Allen	-	Absent
Mr. Perez	-	Aye
Mr. Cannon	-	Aye

Mr. Cannon stated lets open up public session.

***\*Executive Session ended at 12:06***

***\*Public Session resumed at 12:06***

Mr. Cannon stated that for the contracts for possible Bond Counsel the Board has directed Acacia Financial Group to give us some proposals and they have also directed Counsel for correspondence with Covanta. Mr. Cannon asked if he had missed anything. Mr. Williams stated that the only thing was the resolution for CP professional services that would be an amendment.

Mr. Cannon asked do we have a motion that has an amendment for awarding a non-fair and open contract engineering services for the groundwater protection program and Stormwater Detention Basin Monitoring with two corrections. One is the proposal date in the last paragraph should be changed to today's date in the amount of \$26,750.00 and that Counsel is going to exclude their attachments as to conditions and we will include our standard boiler-plate condition sheet.

Mr. Cannon asked if he could have a motion for that.

Mr. Pryor stated that he would make that motion.  
Mr. Mach stated that he would second that motion.

Mr. Cannon asked if there were any other questions. Please call the roll on that one.

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

Mr. Cannon asked if there were anything else scheduled or otherwise? Mr. Williams stated that the only other thing is that he will formulate an email to the Freeholders, PCFA and Covanta in attempt to set up a joint meeting. Mr. Cannon asked why Mr. Williams was doing it. Mr. Williams replied because the Freeholders asked him to set it up since we had the service agreement between Covanta and us.

Mr. Cannon replied ok and asked if there was anything else. Hearing none called for a motion to adjourn.

PRESS COMMENTS & QUESTIONS

None

ADJOURNMENT

Mr. Cannon called for a motion to Adjourn. *Mr. Perez* motioned to Adjourn, seconded by *Mr. Pryor*, at 12:15 pm.

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

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Respectfully submitted by:

Mariann Cliff

Recording Secretary

Approved: April 22, 2019