

POLLUTION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY

MINUTES OF REGULAR MONTHLY MEETING

December 16, 2019

Chairman James Cannon called the regular monthly meeting of the Pollution Control Financing Authority of Warren County to order at approximately 9:32 AM.

Authority Members present: Bud Allen, Alex Lazorisak, James Cannon, Richard Mach and Dan Perez.

Mr. Cannon asked to call the Monday December 16, 2019 PCFA meeting to order, please call the roll.

ROLL CALL:	Mr. Allen	-	Present
	Mr. Lazorisak	-	Present
	Mr. Mach	-	Present
	Mr. Perez	-	Present
	Mr. Cannon	-	Present

Also present: Brian Tipton, General Counsel; John Daley of Balken Risk Management; Brian Henning and Vatsal Shah from Mott MacDonald; James Williams, Director of Operations; Jamie Banghart, Administrative Supervisor and Mariann Cliff, Recording Secretary.

The Pledge of Allegiance was led by Chairman Cannon.

Mr. Cannon read the following statement: “Adequate notice of this meeting of November 18th 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”.

Mr. Cannon stated that the agenda may change. Mr. Cannon asked Mr. Williams if he had additional items today. Mr. Williams replied that we have the one insurance item.

Mr. Cannon then stated to Mr. Tipton that he and Mr. Williams were speaking before hand upstairs and they were thinking that part of that suit discussion should be in executive. If we are going to form a response to that type of thing. Mr. Tipton agreed.

Mr. Cannon addressed Mr. Daley and asked if he wanted to hang around for a while. Mr. Daley replied that his day was open. Mr. Cannon replied ok and we have lunch provided today also if you would like to stay, so that part we could do later in executive. Mr. Cannon also asked Mr. Daley if he had things to discuss in public also. Mr. Daley replied yes.

Mr. Cannon stated good morning again to Mr. Henning and Mr. Shaw. Then continued that we should get through our minutes then if anyone has questions on our correspondence, they can go from there.

MINUTES

M-1 Regular monthly meeting minutes – November 18, 2019

Mr. Cannon stated that we have monthly meeting minutes from November 18, 2019 the regular minutes, then asked if anyone had any questions or comments. Then said that he did not have any changes either, and then asked if he could have a motion to approve the minutes. Mr. Allen stated good job Mrs. Cliff.

Mr. Lazorisak made a motion to approve the Regular Monthly Meeting Minutes from November 18, 2019 as Amended, seconded by **Mr. Perez**.

Mr. Cannon asked all in favor say Aye, or Opposed or Abstain.

ROLL CALL:	Mr. Allen	-	Aye
	Mr. Lazorisak	-	Aye
	Mr. Mach	-	Aye
	Mr. Perez	-	Aye
	Mr. Cannon	-	Aye

Mr. Cannon stated that they have the first executive minutes from November 18, 2019, which is M-2. Are there any questions, comments? Hearing none could he have a motion to approve M-2 executive session minutes?

Mr. Allen made a motion to approve the Executive Session Minutes from November 18, 2019, seconded by **Mr. Perez**.

Mr. Cannon asked all in favor say Aye, or Opposed or Abstain.

ROLL CALL:	Mr. Allen	-	Aye
	Mr. Lazorisak	-	Opposed
	Mr. Mach	-	Aye
	Mr. Perez	-	Aye
	Mr. Cannon	-	Aye

Mr. Cannon stated that they have the second executive minutes from November 18, 2019, M-3.

Are there any questions, comments? Hearing none could he have a motion to approve M-3 executive session minutes?

Mr. Allen made a motion to approve the Executive Session Minutes from November 18, 2019, seconded by **Mr. Perez**.

Mr. Cannon asked all in favor say Aye, or Opposed or Abstain.

ROLL CALL:	Mr. Allen	-	Aye
	Mr. Lazorisak	-	Opposed
	Mr. Mach	-	Aye
	Mr. Perez	-	Aye
	Mr. Cannon	-	Aye

CORRESPONDENCE

Mr. Cannon stated that they really do not have anything for public unless anyone has any questions or comments on it. We have the Host fee calculation; the road issue that he believes has been solved. Mr. Lazorisak stated apparently, they reached out to the contractor that has had the contract for the last ten years and contacted them, met with them and signed the contract for this year so they will be maintaining the road.

Mr. Cannon stated that apparently, Covanta has taken care of some of their work and thank goodness, they will not have that problem this winter.

Mr. Allen asked Mr. Tipton if there was an issue regarding a number of pages being missing from the agreement. Mr. Tipton stated that he believes that Mr. Williams identified that issue.

Mr. Williams stated that Mr. Lazorisak actually caught it, the attachment was missing a couple pages so he had resent it to everybody in a separate email.

Mr. Cannon stated that the other one was the well issue, and asked Mr. Williams if this was on the agenda. Mr. Williams stated that no it was just correspondence, there was really nothing to report. Mr. Cannon stated they would discuss it when they get to the bids. Then asked if they have pricing. Mr. Williams replied yes.

PUBLIC COMMENTS (AGENDA ITEMS ONLY)

Mr. Cannon asked if they wanted to do finance or something else. Mr. Williams replied that they could skip through the finance and have Mott MacDonald present their wall proposal. Mr. Cannon stated yes they could do that.

PRESENTATIONS

Mr. Cannon asked if the representatives from Mott MacDonald would please re-introduce themselves again to everyone.

Mr. Henning stated to the Board members thank you for having us, and stated that his name was Brian Henning and introduced Vatsal Shah from Mott MacDonald. Mr. Henning stated that they put together a proposal for the retaining wall investigation services. It was dated December 5th and that the Board members were provided a copy. When they originally spoke with Mr. Williams about the retaining wall, they noted the deficiencies that were out there, and the potential corrective action needed. They really could not make recommendations for discreet repairs or wholesale replacement without getting a sense of what is going on. They felt it would be most beneficial to put together a 2-prong approach.

Mr. Cannon interjected stating Mr. Williams could you first give a quick overview about what has been going on and how long it has been going on to let everyone know.

Mr. Williams stated that what they were talking about is the retaining wall outside of the building here. That was originally installed back in 1993 it has been up there 25 or 26 years. Over a number of years they have been watching the center section of that wall is beginning to lean in and starting to fail. As the years go by it is getting worse. It is almost to the point now that it is leaning so much at the top of this wall the top blocks are almost ready to fall off. Mr. Williams continued with also not knowing what the quarry was going to do on the other side of the fence line is a question, eventually they are going to start blasting up here. What effect could that have on this wall? In addition, for the safety of the people who come around this building it would be good to have it looked at and find out what it would cost. They want to make sure that it would be done correctly before any future blasting starts up. Mr. Williams stated that we get if repaired correctly it should last another 30 – 50 years.

Mr. Henning asked if Mr. Williams said it was installed in 1993 or 1994. Mr. Williams stated that it was somewhere around then. Mr. Henning stated that they had an available drawing that they were provided by whoever the designer was. They do not have any ‘as built’ so they really do not know if it had been built according to the plans. Mr. Henning stated that they thought it would be beneficial for them to do an evaluation or field exploration and document their findings. Based on their findings make recommendations for either discreet upgrades or full-scale replacement. Their proposal suggest that they go out there and do some borings. Collect soil samples to give us a sense of the way that the wall was built and if there is any geo-synthetic reinforcements that are holding that wall in place. If they were installed or not, and if they were installed how far back were they installed into the soil matrix. They would take some measurements, photographs and soil samples to get a sense of the soil conditions that are there. Mr. Henning continued that they would document their findings and based on that, they would be able to make a recommendation for next steps.

Mr. Cannon stated that Mr. Williams and he had discussed this a couple of times and actually spoke with a couple of local landscapers and he was very concerned with doing a Band-Aid job that may have bigger problems later on. They did not get responses from big companies. Mr. Cannon was concerned that if they had a problem a few years down the road with the anticipated blasting, is how they ended up at this point. They would like to do it the right way the first time.

Mr. Henning stated that that was the high-level summary. Then asked if anyone had any questions for them. Mr. Henning stated that they would expect that if they were approved to do the work they would be looking at starting sometime within the next month and be finished the month after that. So the whole thing would be complete in a couple of months.

Mr. Williams asked if by the next Board meeting they would have recommendations. Then it would fall in line fairly well with whatever repair would get done. By the time that they do an RFP and so on we would be into the spring. Mr. Henning replied that he would say yes.

Mr. Cannon stated that he was concerned with the local vendors that they had, would not engineer it and anyone who has dealt with retaining walls both residential and commercial know that it can be a house of cards. He did not want to waste money on a fix that may fall down at the first tremor that we have from blasting. Mr. Cannon continued that it may be overkill but he felt it was important that we get it done one time. Then theoretically, it should last forever.

Mr. Lazorisak stated that he had been involved in having to fix and replace these walls and they are right. Taking it all the way down to the bottom and rebuilding it is just how it goes. Mr. Lazorisak stated that there was one comment he had when Mr. Henning does look at it. Mr. Shah had said that he had drawings, do they specify the type of block on the drawings? Mr. Shah stated the block size, they specified the length of the grid behind the wall that tied it back. Mr. Shah stated that looking at it from a very high level the grid was most likely not long enough.

Mr. Shah stated that the detail sheet shows a single-phase wall, the plan shows a two-tier wall, which is what you have built outside. The plan is most likely correct.

Mr. Shah stated that the detail shows a single block height so the contractor who built it may have just followed a single detail height one-row tiebacks. When you have a tier wall approach the top tier puts the pressure on the bottom tier and if that length of grid does not go back even beyond the top wall then the top wall is creating a lot of pressure and pushes forward which is what you are experiencing now.

Mr. Henning stated for the layperson, the grid that Mr. Shah is referring to is if you can imagine a chain link fence sort of a grid pattern. This reinforcing grid is a geo synthetic material that looks similar to a chain link fence that is used in this kind of application and it is used in the landfill. That is what Mr. Shah is talking about when he talks about these tie-backs.

Mr. Lazorisak asked if they had drainage in the drawings. Mr. Henning replied no, no drainage.

Mr. Allen stated that he had a little experience with this, in his community there is a retaining wall that is higher than the one in front by at least two yards. It runs almost a hundred and fifty yards. Two years ago there were sections of it that were close to collapsing, the community could not afford the total rebuild and they did not do an examination like the one you are proposing initially. Mr. Allen continued they just ripped out the damaged section and they discovered that it was not built according to design. They rebuilt that section and now there are other sections that are starting to have problems. Mr. Allen stated that he thinks that this is the right approach.

Mr. Perez asked Mr. Henning, what does geo metric mean? Mr. Henning replied do you mean geo synthetic. Mr. Perez replied no geo metric, and asked Mr. Henning if he had said that before. Mr. Henning stated no, if he did he did not mean to. It should have been geo synthetic, which is just plastic, and fabric. That is an industry term.

Mr. Cannon asked if anyone had any other questions comments. He did not read through it but he trusts MacDonald to be extensive and thorough. He believes they would get their monies worth with what has to be done there. Mr. Cannon stated that with parking and cars this is not a place to cut corners, in fact he himself parks there.

Mr. Cannon stated that we would like to keep the record going that there are no claims for the insurance so we are going to fix the wall.

Mr. Cannon asked if they need a resolution on this? Mr. Williams stated yes there is a resolution R-12-04-19 to Mott MacDonald to awarding a non-fair and open contract for professional services regarding the retaining wall in the amount of \$7,400.00.

Mr. Cannon asked if anyone had any further questions, hearing none would someone like to make a motion to approve a resolution R-12-04-19 in the amount of \$7,400.00. for the research and engineering of the replacing of the retaining wall.

Mr. Lazorisak made a motion to approve the resolution R-12-04-19, seconded by **Mr. Allen**.

Mr. Cannon asked all in favor say Aye, or Opposed or Abstain.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Lazorisak	-	Yes
	Mr. Mach	-	Yes
	Mr. Perez	-	Yes
	Mr. Cannon	-	Yes

Mr. Williams stated thank you gentlemen, you are free to stay.

Mr. Cannon stated that he does not want to put them on the spot but since they have a new member, he would like to pick their brain about where they are with all of the paperwork with Cornerstone. He stated that he knows where we are at but would like to give Mr. Henning the opportunity to let everyone know what point we are at right now. A quick little review maybe.

Mr. Henning replied sure, going back to 2018 we started talking about providing construction services for the cell 5 construction. In the fullness of time and we would be working off of Cornerstones cell 5 design drawings, we found that cell 5 was designed a little bit larger than the Authority was looking for. Mott MacDonald came up with a design to bifurcate cell 5. Mr. Henning apologized he stated that it was cell 7 not cell 5 he was thinking of the gas wells. they put together a set of design drawings that they augmented the Cornerstone design drawings and they are now in the process of trying to secure funding for that construction. Mr. Henning stated that in addition to that there was an emergency contract for landfill gas-well installations in cell 5. They supported that effort with some engineering design drawings and some on-site construction quality control services. That was actually during the last holiday season. Mr. Henning stated that that was pretty much it.

Mr. Williams stated that he thinks as far as Mott MacDonald all of the work has been completed and are in a hold pattern now.

Mr. Henning replied that they have everything done, the only uncompleted portion of their scope right now is the on-site services and that would not start until construction of cell 7. They did support the bid package development for that work, and little odds and ends that have come up since Cornerstones transition.

Mr. Cannon stated that the only Cornerstones requirements that are still left are signatures on the finals. That they would not do until bidding but they have that still remaining in their contract.

Mr. Henning stated that he was not sure, but he knows that they have to provide the Authority with a final set of design drawings signed and sealed. Mott MacDonald would have five or six of those design drawings signed and sealed.

Mr. Williams stated that Cornerstone has that and the bid document itself. Mr. Henning replied the bid document and the electronic. Mr. Williams stated and the soil erosion sediment control files.

Mr. Henning stated that the last he heard there was some controversy between the soil erosion sediment control plan, were they going to do it or they thought the contractor was. Mr. Williams replied that situation was straightened out months ago.

Mr. Cannon stated that to tie it all together they have discussed Cornerstone many times when you have not been here, there is a balance due on their contract and that is what is left. Last month when they were discussing them when they were sending those phantom invoices. The amount that is withheld still from the contract is the balance of this work that they have not done. Mr. Cannon continued that they do not have to do it yet but that is what is held on their contract so far. Everything else is paid in full.

Mr. Henning stated that it is in the Authorities best interest to hold that last invoice until you receive the electronic files. That is the main one.

Mr. Cannon stated that in this case they certainly would, then asked if anyone else had any other questions for MacDonald. Hearing none Mr. Cannon stated gentlemen thank you, get to work, we will get you the paperwork. Mr. Cannon stated that they were welcome to stay for lunch with us.

Mr. Henning stated thank you but they were headed to another meeting. Mr. Cannon replied ok thank you very much and have a Merry Christmas. Mr. Henning stated Happy Holidays to everyone. Mr. Cannon stated thank you for all of the detail that you put in, he had faith in what they do. Mr. Henning replied thank you, they would not let them down. Mr. Shah replied thank you.

**** Mr. Henning and Mr. Shah left the boardroom at approximately 10:25am**

FINANCE

Mr. Cannon asked Mr. Williams if he would like to move on to Finance. Mr. Williams replied sure. Mr. Cannon stated just a quick question before you go thru the amendment of the budget, what are we amending. Mr. Williams replied how about when we get to that, he would explain it. Mr. Cannon replied ok, he just wanted to know where to put that sheet.

Mr. Williams stated that the first thing that they have is a resolution R-12-01-19 this is just a formality since the budget has been approved by the State so we need to actually adopt it. This is to adopt the 2020 budget once this is adopted it will get signed by secretary Mach, paperwork will go down to the State and then we are off and running for 2020.

Mr. Cannon stated that they were all approved. Mr. Williams stated that all the same numbers, nothing has changed. Mr. Cannon asked if Mr. Williams would like to do that now. Mr. Williams stated yes.

Mr. Cannon stated ok does he have a motion to adopt the 2020 Pollution Control Financing Authority of Warren County Budget resolution in the amount of \$5,975,876. Does anyone have any questions, hearing none please call the roll.

ROLL CALL: Mr. Allen - Yes
Mr. Lazorisak - Yes
Mr. Mach - Yes
Mr. Perez - Yes
Mr. Cannon - Yes

Mr. Cannon asked if Mr. Williams had the signature sheet. Mr. Williams replied that Mr. Mach had that.

A-1

Mr. Williams stated that the next item was A-1 the finance report. Everything seems to be in order and there is really nothing out of the ordinary there. Then asked if anyone had any questions feel free. Mr. Cannon asked how about LMR how are they doing. Mrs. Banghart replied they are good. Mr. Cannon replied ok, he just wondered in consideration of future contracts, we would use their billing prowess also as part of their re-upping. Mr. Cannon stated that he wanted to be sure that that one is caught up. Mr. Cannon stated he guesses that we would not be doing business with Green Office Concept any longer. Mrs. Banghart replied no. Mr. Cannon asked if anyone had any questions or comments, it is almost year end.

Mr. Cannon stated that he hears none could he have a motion to pay the bills December 16 2019 in the amount of \$397,029.05

On a motion by *Mr. Mach*, seconded by *Mr. Perez*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *December 16, 2019*.

RESOLUTION

R-12-02-19

To Pay Bills – December 16, 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 - Yes
 Mr. Lazorisak - Yes
 Mr. Mach - Yes
 Mr. Perez - Yes
 Mr. Cannon - Yes

We hereby certify Resolution to Pay Bills in the amount of **\$397,029.05** to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the *16th day* of December, 2019.

Mariann Cliff
 Recording Secretary

James Williams
 Director of Operations

Approved: December 16, 2019

Mr. Williams stated the next item is resolution R-12-11-19 this is the resolution to amend the 2019 Budget for the PCFA, what this amendment will do and the reason they have to do this amendment is because of the over expenditures we had regarding the leachate hauling for this year. We are not adding any monies from our accounts. This is merely a transfer within our existing accounts for the budget. We made a little extra money off the Covanta revenues; this would be non-operating revenues. They were originally budgeted \$68,750.00 they got in to date \$363,750.00 we would be transferring \$295,000.00 of that and also the interest earned and this is regarding all of our accounts including CD's. They originally had budgeted \$15,000.00 they ended up with \$295,000.00 in interest earned off all the CD's. They would be transferring \$80,000.00 of that along with \$295,000.00 from Covanta for a total internal transfer of \$575,000.00 from Operating revenues to Operating expenses other expenses this would then take care of the excess in the leachate hauling plus add a little extra money there that would cover the month of December.

Mr. Cannon stated that they were just changing some line items. Mr. Williams stated that is all it is. Mr. Williams stated that what he did to make sure that this was correct was, he actually had the individual down at the State who approves our budgets actually put this resolution together for us to make sure it was appropriate because he would be the one ultimately to approve this when it gets sent down.

Mr. Cannon stated that he thinks he made a couple of good calls on their investment money. They were not doing any construction so they did not need the money so that certainly was a smart

investment in CD's. Which was much better than the previous year, they did not think that they would do that well on it. Also did not think that money would be available to invest, thought that the money would be used for the expansion purposes so the fact that they were able to use it was good.

Mr. Williams stated that they also discussed this amendment with their auditor, to avoid having anything written up in their audit report next year.

Mr. Cannon asked if anyone had any questions, hearing none would someone bring forth the resolution to amend the 2019 budget for the total appropriations of \$575,000.00.

Mr. Allen stated that he would make that motion.

Mr. Perez stated that he would second the motion.

Mr. Cannon asked if there were any further questions or comments, hearing none please call the roll.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Lazorisak	-	Yes
	Mr. Mach	-	Yes
	Mr. Perez	-	Yes
	Mr. Cannon	-	Yes

Mr. Williams stated that the next item was A-2, which is one CD that will be maturing on December 28 2019 in the amount of \$2,500,000.00. That currently is with Unity bank it is a 9-month CD with an interest rate of 2.45%. Mr. Williams stated that he contacted four banks Unity, Lakeland. PNC and Provident.

Mr. Cannon asked Mr. Williams if he was skipping the salary resolution for a reason. Mr. Williams replied he did not realize he skipped it, no, they can go backwards. Mr. Cannon replied just continue.

Mr. Williams stated that he had received revised interest rates for 9-month CD's. Unity came back and offered a 10-month CD and the highest interest rate we received was 1.75% which is down from the 2.45%. As you see which is kind of shocking and he thought it was a typo, PNC was .13 Mr. Williams asked them twice in emails if this was correct and they said that it was.

Mr. Cannon stated that Lakeland came in first with a 1.75% Unity came in second at 1.6 at first. How did Unity come back with a higher rate? Mr. Williams replied that he had sent them an email and asked them if they could do anything with their rate. They came back with 1.75% and added a month to it. Mr. Cannon asked if Mr. Williams gave them information that we already had.

Mr. Williams replied absolutely not, merely asked them if that was their best and final offer.

Mr. Williams stated that we are currently with Unity, something to think about also, is you see how much this interest rate dropped in the last 9 months from 2.45% to 1.75%. He thinks that it might not be a bad idea to stick with Unity for the 10 months because who knows what might happen in 9 months, it may drop again. Mr. Cannon stated that they had \$41,445.16 in interest from the previous 9 month CD. \$41,000.00 spread over 9 months then adding a month to it, it is another five grand. For an extra month.

Mr. Lazorisak stated that they have dropped across the board and that the 1.75% is a pretty good rate. Mr. Williams stated that he would suggest that they stick with Unity. Mr. Cannon replied that he did not have a problem with that. We do not have a resolution for that so we can just do a roll call. Mr. Williams replied yes.

Mr. Cannon stated ok, the recommendation is to accept Unity's offer for a CD in the amount of 1.75% interest on a 10 month CD and that balance will probably be a bit more but over 2,500,000.00. Would anyone care to make that motion?

Mr. Lazorisak stated that he would make the motion.

Mr. Perez stated that he would second the motion.

Mr. Cannon asked if there were any further questions. Hearing none please call the roll.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Lazorisak	-	Yes
	Mr. Mach	-	Yes
	Mr. Perez	-	Yes
	Mr. Cannon	-	Yes

Mr. Williams stated that the next CD we have coming up would be in March which is \$4,000,000.00. Mr. Williams stated and we still do not know where we are going with the cell construction. Mr. Cannon asked what that one was at now. Mr. Williams asked Mrs. Banghart if that was with Unity also. Mrs. Banghart replied yes. Mr. Williams stated that he thinks the interest rate may be the same but he is not sure.

Mr. Cannon stated that he was trying to see how much it had gone down and it seems to be a quarter point.

Mr. Williams stated that the next item is resolution R-12-03-19 which is approving the annual salary adjustment for employees of the PCFA for fiscal year 2020. What he had done across the board was 2% as they have done in the past years.

Mr. Cannon stated that they had previously discussed this then asked if anyone had any questions or comments. Hearing none does he have a motion to approve the resolution R-12-03-19 that is the annual salary adjustment for employees of the Pollution Control Financing Authority in the amount of 2%.

Mr. Allen stated that he would make the motion.

Mr. Perez stated that he would second the motion.

Mr. Cannon asked to call the roll.

ROLL CALL:	Mr. Allen	-	Yes
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Mr. Lazorisak	-	Yes
Mr. Mach	-	Yes
Mr. Perez	-	Yes
Mr. Cannon	-	Yes

PRESENTATIONS

Mr. Williams asked if they could do the insurance. Mr. Cannon replied yes.

Mr. Williams stated to Mr. Daley, the board has a copy of the document that he had emailed him. Mr. Cannon stated that you would need to give a little background to everybody.

Mr. Daley asked if they would like to discuss the current or the past first. Mr. Lazorisak stated that going into the past he believes that there had been a discussion that this had gone up 10% every year.

Mr. Daley replied that well as you can see it has not and he thinks that it has been pretty stable. They had the one year but that was due to worker's comp. Mr. Cannon stated that he would like to correct the record. He had no idea which part of the gross insurance cost went up when you were here last month but Mr. Williams and I had done the budget from the previous year of a 10% increase of the insurance costs and that is what they paid was 10% more than they paid the previous year.

Mr. Cannon stated that he did not go thru line item after line item but the bottom line was that we paid 10% more than we did last year.

Mr. Daley replied correct.

Mr. Lazorisak stated that he was just trying to see where they were at over the years. Then asked if the increase was due to a workers comp claim. Mr. Daley replied no it was due to the rates going up by \$2.00 and your mod went up 10%. The State rates everybody, this is nothing new with the insurance companies. The State takes what you pay in a premium and what they paid out in claim. Then they assign a mod. They are modeling your account against everybody else. Mr. Daley continued if your mod is a one, if your annual premium is a \$100.00 you would pay a \$100.00. if you mod is a .90 you would get a 10% credit. If your mod is a 1.10, you are going to pay 10% more than the average. Therefore, your mod went up for that one year, it went from a .743 to a .852 that is what generated the additional premium.

Mr. Cannon stated that he did not know what had generated it but he did know that it went up.

Mr. Daley stated that your premium was 43,596 it went up 54,279. Mr. Cannon stated that 2017 was actually a decrease from 2016. Mr. Daley stated that when they first got involved with your insurance you were with NJ Manufactures but you were not in a dividend plan. They were able to put the PCFA in a dividend plan. They finally accepted you. He would suggest that anyone that is with NJ Manufactures to stay with them. Mr. Daley asked if anyone had any questions about the prior years.

Mr. Cannon asked Mr. Daley if mothballing the one section changes anything. He would think that the liability would be less if we did not have to have employees in there all the time. There is a certain amount of equipment that is being mothballed and shut down. Mr. Daley replied that once you mothball that you can take it off of the policy but It will not affect the workers comp that is generated off of the payrolls. If it has to stay on the policy, it will not reduce the premium.

Mr. Daley stated that when it comes to the operations it is based on acres, when they got the quote in it was higher. He looked through it and saw that the acres were the same 370 and they took off 150

acres and he thinks that they got nervous. This is a class of business and there are not a lot of them out there, They want to get X amount of dollars for the exposure and that is why they have the conference call tomorrow.

Mr. Cannon asked Mr. Daley to explain the call tomorrow. Mr. Williams asked Mr. Daley if the concern was that we had reduced the footprint and they want to know why? Mr. Daley replied yes, he will not speak for them but he has been in this business long enough to know. First we gave them a claim and now we are reducing our acreage.

**Mr. Daley handed out a document to the Board*

Mr. Daley stated that this is the worst-case scenario, one of them, the workers comp the last line we do not have a number in there yet. The State has not put out all of the rates yet. The one thing that he does know is that your mod has gone down slightly. Your mod went down .021 so your mod for this year is .827 last year it was .848 so your premium will come down.

Mr. Cannon stated ok please explain the conference call that you are having tomorrow. Mr. Daley stated that it is on the property, property rates are going up across the board. Everybody is getting rate increases Travelers has not gotten their re-insurance numbers yet. The County was afraid that the property rates were going up about 10% we got a quote at about 6%. So in looking at the number for your property that would be your worst-case scenario.

Mr. Williams asked if this was based on acreage. Mr. Daley replied that no it was based on our property values.

Mr. Lazorisak stated that this is based on all the fires and all the flooding throughout the County. Mr. Williams and Mr. Daley agreed.

Mr. Allen stated that he had NJ Manufactures for home and auto and he received a letter from them regarding a NJ bill that is going to change regulations in the State of NJ that is going to increase auto insurance rates on average \$300.00 per year and homeowners insurance a \$100.00 per year.

Mr. Daley replied this would affect everybody.

Mr. Cannon stated that so that is the worst-case scenario for the increase tomorrow if they do not change their stance on the acreage. Mr. Daley stated that they got an alternative quote from Ace Chubb they were going through a wholesaler and they wanted to cut the wholesaler out, they did the work, they got them a good quote on the D&O.

Mr. Cannon asked what the alternative quote was. Mr. Daley replied \$43,595.00. Mr. Cannon asked are we going to use that. Mr. Daley replied yes they just have to fill out the application he gave it to Mr. Williams on Friday and there were some questions. Mr. Daley stated that D&O is a claims based policy. One of the questions is on claims history if you had any claims, or aware of any claims. Mr. Daley stated that he put together something that he would recommend, Mr. Tipton looked at it and it is fine. It is outlining that we had a claim, it did not name the Board. Mr. Daley stated that he believes that once they get the application in, it should not be a problem. Mr. Daley stated that he thinks that Ace is going to look at it and say that is fine, and they are going to exclude that incident on the policy.

Mr. Daley stated that people who have D&O policies if they are not sued they do not file the claim. But the trigger on a D&O is different than the liability. The liability is when you become legally served. Mr. Cannon stated that you could not hide this, you have to let your insurer know. Mr. Daley

stated that on a D&O policy you have to notify. Mr. Daley stated that is why they put everybody on notice.

Mr. Cannon stated that they would counter sue for their costs on that one.

Mr. Lazorisak asked what kind of cyber insurance they have. Mr. Daley replied that they were in the process of getting stand-alone cyber, they spoke about it this year. Mr. Daley stated that they are in the process of writing up a cyber quote for them. It would be based on sales and revenue, what is your revenue now? Mr. Williams replied 5.7 million.

Mr. Lazorisak stated that the big concern is the ransomware. Mr. Daley asked if they back up everything. Mr. Williams replied yes. Mr. Daley asked if information was going to a backup system, or if it went to a cloud. Mr. Williams stated that it is going to our IT person. So it is backed up internally and 2 other places offsite.

Mr. Daley replied excellent. Mr. Allen asked if there was any requirement to have any special protection on the systems. Mr. Daley replied that there was no federal law. Mr. Allen stated how about from an insurance standpoint. Mr. Lazorisak replied that they would give the board recommendations they may even want to come in and see what is going on. Mr. Allen asked if that was done at the County. Mr. Lazorisak replied yes.

Mr. Cannon stated that he spoke with Mr. Williams regarding this matter a while ago. He would rather we have 2 backups, as Mr. Lazorisak mentioned the insurance company may come in and recommend something different.

Mr. Daley stated that companies now are looking at it a lot more closely. Mr. Daley stated that he has looked at the claims and what the premiums are being paid and he does not know why you would be insuring cyber, but there are carriers out there. Mr. Daley stated that he believes the public is getting more proactive.

Mr. Cannon stated that there is one guys commercial that he sees six times a week. He has a whole team behind him. Mr. Daley stated that it has become a huge problem.

Mr. Lazorisak stated that they go out and they find you, this budget is posted. They find it they see the money you have and attack it, that is how they come up with their percentage of ransom. Mr. Daley stated that he thinks Mr. Lazorisak would be the first to tell them that the County was really close to getting all of their ducks in a row.

Mr. Lazorisak stated that their biggest problem was software. Mr. Lazorisak continued you need to have constant software updates. When you have old programs running at a facility for 10 or 20 years they are prone to attacks and it came through emails. They captured an employee's email address and sent out through it. It was just like a typical email, opened it up – boom. Mr. Daley stated that it was sent to him also. Mr. Williams stated that it was sent to them here at the PCFA also.

Mr. Lazorisak stated that now we have to anticipate that cost in this moving forward. Mr. Daley stated that part of is mandated that they get everybody a cyber quote.

Mr. Williams asked what Mr. Daley thought the number was going to be. Mr. Daley answered \$5,000.00.

Mr. Lazorisak stated it all depends what kind of deductible you get with it, it can have a deductible anywhere from \$10,000.00 to \$150,000.00.

Mr. Daley stated that another thing he wanted to touch on was the present D&O carrier raised our deductible from \$15,000.00 to \$25,000.00. That is why it is in our best interest to move the insurance.

Mr. Daley stated that they came in with the same premiums. They have been very competitive and they have been stable. When we moved it to them, we saved about \$7,000.00 years ago. Right now

we have a really good quote from Chubb and the deductible will be \$15,000.00. Mr. Cannon stated so the deductible went through the roof. Mr. Daley replied that they are re-evaluating their classes of business and this is a class of business that they want to get deductibles at \$25,000.00.

Mr. Cannon stated that Chubb is going to have the deductible at \$15,000.00 that is pretty good. Mr. Daley stated Chubb / Ace, Ace bought Chubb about three years ago and they decided to take the Chubb name because Chubb had a better name even though Ace is bigger.

Mr. Allen stated going back to mothballing the cells, you are not talking about eliminating liability insurance are you. Mr. Cannon replied not the cells, the treatment. Mr. Daley asked what they would be doing with all of the equipment. Mr. Williams replied maintaining it. That equipment will all still be maintained and insured, they cannot drop that. Mr. Daley asked why they would want to keep and insure it. Mr. Cannon stated that in case there is a problem down the line we could use it to treat our leachate. They will leave that option open.

Mr. Daley stated that he was not happy with some of the numbers, but he was happy that they got better than expected quote from travelers on the property they gave him a worst-case scenario. He is still hoping to get them down a little bit.

Mr. Daley stated that they were going to have a call on Tuesday at 11:00. Mr. Williams asked if they could get back to the application for a moment. As he said in the email there are a number of these questions, that he does not know how to answer and since this is going to be part of the docket, can Mr. Daley go thru and mark up what he did not answer? Then get it back to me before he signs this.

Mr. Daley stated sure, was it sent to him? Mr. Williams replied yes last week in an email. Mr. Daley stated that he sent it to him on Friday right. Mr. Williams stated then they spoke on the phone and he completed what he could then sent it back to him. Mr. Daley stated that he thought that was an email to Mr. Tipton that the application was in. Mr. Daley replied remember a lot of this was generic so what does not pertain to you leave blank.

Mr. Williams stated that what he does not want to do, is send in a blank application with his signature on it.

Mr. Cannon stated so have the three of you figured out getting in the application. Mr. Daley replied that he would go back to his office and look at it. Mr. Cannon asked Mr. Tipton if he had looked at it. Mr. Tipton stated he looked at his proposed statement and it seemed fine.

Mr. Daley stated that all it is outlining is that there is a claim, there was a mention of all parties involved. Some of these parties have nothing to do with us they are independent. The Board was not named on the suit.

Mr. Cannon asked if Mr. Daley had anything else for them. Mr. Daley stated that that was pretty much it. Mr. Daley stated that he believes that we have a pretty solid number with this \$43,595.00. the net effect is that there would be some substantial savings. Mr. Daley stated that they would be good once they have their conference call. he believes Mr. Williams and he had a similar conference call about 3 years ago and it went fine. He is not anticipating any problems Mr. Williams is very good on these calls. Mr. Daley stated that he had no clue of what they are going to ask. He does not think that they are going to ask about the claim and he is not even sure it is a real claim.

Mr. Cannon stated that he would not even call it a claim. Mr. Daley replied that it is a complaint. Mr. Cannon stated that at this juncture we are not sure what to call it and they would talk more in executive about that.

Mr. Daley stated that he went through the policy and we have contractual liability and contractual liability is we would be liable if there was no contract, that answer he is assuming would be yes. Mr. Cannon stated that the contract is pretty clear. Mr. Daley stated that if that contract was not there it would be the PCFA's responsibility to take in this garbage. Mr. Cannon replied that would be arguable too. Because they can choose who they do business with. If Joe Smith comes to the door we do not have to do business with him. It is not an automatic yes, there are background checks, credit applications etc.

Mr. Daley stated that the way the policy reads we have contractual liability, it kind of outlines 2 scenario's if that contract did not exist would we be responsible for doing what that contract said.

Mr. Lazorisak stated that there are so many variables, you have the solid waste management plan, there is no flow control and more.

Mr. Daley replied that is just the way it is, and then he read the definition of bodily injury. They do have some kind of emotional distress.

Mr. Cannon stated ok let us move on to the next subject, we could save this for executive, he does not want to waste his good time on this. What else insurance wise, overall you think they will go flat, Chubb comes back with that we will be good. Tomorrow what do you expect with our footprint is reduced by 100 acres. Mr. Daley interjected that he did not know what their minimum premium is and they would never tell you.

Mr. Cannon asked Mr. Daley if he thought we were already at the minimum. Mr. Daley replied no, he would tell you that the minimum premium is probably somewhere between 60,000.00 and 70,000.00 for a lot of these companies.

Mr. Lazorisak asked what is the limit of liability. Mr. Daley replied that they have a total limit of 10,000,000.

Mr. Lazorisak stated that was not much. Mr. Daley replied one thing is and Mr. Williams contacted many landfills in the past. Mr. Williams stated that he had found out the PCFA carries more insurance than any landfill in the state.

Mr. Lazorisak asked what is the average limit. Mr. Williams replied that he did not remember he would have to go back and look at the paperwork. This was a number of years ago.

Mr. Cannon stated that he remembered years ago having this discussion here, the assumption is that in a major suit the County in which any of these landfills are situated in, would be part of the suit. So that then the exposure theoretically or the assumption by the insurance and underwriters is that the County would be on board with that if a major claim comes in as far as pollution or whatever. Mr. Daley replied that if the County's insurance carrier thought that they would be dragged into this they would go nuts. They are not and do not factor in this landfill.

Mr. Cannon asked if anyone else had any questions about insurance or liabilities.

Mr. Cannon asked if Mr. Daley would want to stay for lunch, you are welcome. Mr. Daley replied yes sure.

Mr. Cannon stated that they would go into executive session now cover all the executive stuff, or cover what you got here. What do you want?

Mr. Williams stated let us cover the rest of the agenda. Mr. Cannon replied the rest of the agenda, ok. Mr. Cannon stated to Mr. Daley thank you and they would talk to him again in a little bit.

Mr. Williams stated that they were going to cover this in less than five minutes.

Mr. Williams stated A-5 Legal services, one bid was received by general counsel price went up \$5.00 more than it was last year there is a resolution R-12-05-19 to reappoint Florio, Perrucci, Steinhardt & Cappelli for 2020 \$175/hr for the attorney and \$75/hr for the paralegal.

Mr. Cannon asked to have a motion to award fair and open contract general counsel legal services for calendar year 2020 for the PCFA for Florio, Perrucci, Steinhardt & Cappelli in the amounts of \$175/hr for the attorney and \$75/hr for the paralegal.

Mr. Lazorisak stated that he would make the motion.

Mr. Allen stated that he would second the motion.

Mr. Allen stated that the resolution does not make mention of the paralegal.

Mr. Williams stated that they could amend the resolution to add the paralegal. Mr. Cannon asked if the amended would be fine. All replied yes

Mr. Cannon asked to call the roll.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Lazorisak	-	Yes
	Mr. Mach	-	Yes
	Mr. Perez	-	Yes
	Mr. Cannon	-	Yes

Mr. Cannon said congratulations to Mr. Tipton. Mr. Tipton said thank you.

Mr. Williams stated just so everybody knows, all of these RFP's were publicly bid.

Mr. Williams stated that the next item was A-6 Topographic survey, one proposal was received and reviewed by counsel in the amount of \$6995.00 for the annual survey to begin January 1 2020.

Mr. Cannon stated that it came down a little bit. Mr. Williams replied that yes it was \$7770.00 last year and that was because of the reduced footprint. Mr. Cannon asked when was the last time that we had 2 responding bidders? Mr. Williams replied that it had been years.

Mr. Cannon stated could he have a motion awarding contract for the required annual aerial survey in the amount of \$6995.00 to Robinson Aerial Surveys

Mr. Allen stated that he would make the motion.

Mr. Perez stated that he would second the motion.

Mr. Cannon asked to call the roll.

ROLL CALL: Mr. Allen - Yes
 Mr. Lazorisak - Yes
 Mr. Mach - Yes
 Mr. Perez - Yes
 Mr. Cannon - Yes

Mr. Williams stated that the next item was A-7 for the 2010 annual Auditing services one proposal was received from Nisivoccia in the amount of \$ 41,140.00 this was reviewed and everything was in order. With the proposal received, there is a little background, last year it was 40,330.0 so there is a slight increase.

Mr. Cannon stated that the resolution does not cover all of the different levels but they do spell it out in the proposal itself and also when the audit is done it also spells it out. Mr. Allen replied that he was ok with that, the bottom line number is what really counts.

Mr. Cannon asked when was the last time that we had a competing bid on that one? Mr. Williams replied that he thought about 3 years ago. Mr. Cannon stated he did not remember that there was one.

Mr. Cannon stated could he have a motion awarding contract for Auditing services for Nisivoccia and company in the amount of \$ 41,140.00.

Mr. Allen stated that he would make the motion.

Mr. Perez stated that he would second the motion.

Mr. Cannon asked to call the roll.

ROLL CALL: Mr. Allen - Yes
 Mr. Lazorisak - Yes
 Mr. Mach - Yes
 Mr. Perez - Yes
 Mr. Cannon - Yes

Mr. Williams stated that the next item was A-8 Household hazardous waste bid for 2020 and 2021 there are 2 events each year for a total of 4 events. Price received by MXI was \$26,900.00 this was reviewed by counsel and found to be in order. Background on that one last 2 previous years the price was \$22,900.00 per event so there is a slight increase. No other bids were received.

Mr. Cannon stated could he have a motion awarding contract for the services of the collection of the Household hazardous waste recycle and disposal that is done here for 4 event times for the total amount of \$107,600.00 to MXI Environmental Services.

Mr. Allen stated that he would make the motion.

Mr. Mach stated that he would second the motion.

Mr. Cannon asked to call the roll.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Lazorisak	-	Yes
	Mr. Mach	-	Yes
	Mr. Perez	-	Yes
	Mr. Cannon	-	Yes

Mr. Williams stated that the next item was A-9 regarding the supply and installation of the Chain link fence four bids were received, one bid was submitted late. Another bid was submitted without the appropriate paperwork, that leaves 2 appropriate bids received, one was LandTec group and the other National Fence Systems. LandTec Group came out at \$39,850.00 and National Fence came out as \$40,300.00.

Mr. Williams stated that there is a resolution for the Board. Mr. Cannon stated that Mr. Williams and he had discussed this, this morning, he was hoping to get more information from Mr. Lazorisak. There may be some issues with the deed over there, White Township may not have changed it or gone before the board.

Mr. Lazorisak replied that in regards to the deed everything is good. Mr. Cannon asked about the zone change. Mr. Lazorisak replied that might be the remaining issue, changing the zone which got wrapped up in the master plan amendment with the Jaindl properties.

Mr. Cannon stated wrapped up with Jaindl? Really, ok his concern was Paul Sterbenz, from Maser goes thru all the official requirements. As far as what the new zoning of that property would be, there could be some things required according to the code in White Township for the zoning of that property. It could be with the access or berming, he is not sure but was concerned about putting up a fence that there may be a chance of having to do something later. Or worse take something down.

Mr. Cannon stated that Mr. Williams mentioned that our risk is just from the County tenant on the property there would be no fence there access wise, he could theoretically have access in the wintertime to the landfill.

Mr. Williams stated that anyone that goes back to his property would be accessing the landfill, which would be wide open for them to do whatever they want. Mr. Cannon stated that the concern being if there was something that made us do something with the fence.

Mr. Lazorisak stated that he did not think so, the subdivision has been perfected and filed and the easement has been perfected and filed. It is very clear now, moving forward if Tilcon purchases the property and they get the zone changed then they have the requirements in the zoning for buffering and anything else that they would have to satisfy. But again that is up to the property line of the property that they would own.

Mr. Williams stated that the County's property line would not be changing. Mr. Lazorisak replied no not at all. This is just clearly for access, besides Bastedo's property it is also the lot in the back. Mr. Lazorisak continued with that was decided when Freeholder Smith was here, where the line was going to be and that is why the easement was instituted on the PCFA property to access those lots in the back. Again, that has all been perfected, Mr. Tipton if you think there may be some type of zoning issue. Mr. Tipton replied that he did not think so, he thought that it was fine with it. Mr. Tipton stated that he saw no risks or concerns.

Mr. Cannon stated ok. Mr. Allen asked is there no requirement to go before the planning board. Mr. Lazorisak and Mr. Cannon both replied that yes they do absolutely. Mr. Cannon stated that was our fence. Mr. Lazorisak stated that they are going to have to have a fence which is kind of there. If they get the zoning changed, they still have to go in for a site plan amendment. Mr. Williams asked meaning Tilcon. Mr. Lazorisak stated either them or any other bidder would have to meet any local zoning requirements.

Mr. Cannon stated that he just wanted to make sure that he crossed the T's and dotted the I's. Then asked if anyone else had any questions in regards to the chain link fencing.

Mr. Allen asked how it came in with the previous six months ago, was it the same company? Mr. Williams replied that we never bid this before. Mr. Allen replied that he thought that they had got pricing on that before. Mr. Williams replied not for the fence. Mr. Allen replied oh ok.

Mr. Lazorisak asked what kind of a time frame, did they give you one? Mr. Williams replied that he had not even spoke to them yet until they closed it. Mr. Williams stated that he was going to try to get them in now before the snow hits. Mr. Cannon stated well you have only a couple of hours before that happens. Mr. Lazorisak stated you better move the resolution!

Mr. Cannon asked if anyone had any further questions regarding the fencing issue. Hearing none does he have a motion to award the contract for supply and installation of the Chain Link Fence to LandTec Group in the amount of \$39,850.00.

Mr. Lazorisak stated that he would make the motion.

Mr. Perez stated that he would second the motion.

Mr. Cannon asked to call the roll.

ROLL CALL:	Mr. Allen	-	Yes
	Mr. Lazorisak	-	Yes
	Mr. Mach	-	Yes
	Mr. Perez	-	Yes
	Mr. Cannon	-	Yes

PERSONNEL

None

FACILITIES/RECYCLING

Treatment Plant Operations

Mr. Williams stated that the treatment plant operations he had nothing to report there, they all know that that has been shut down.

Landfill Operations

Mr. Williams stated that with the landfill operations there are no issues, everything is going smooth.

Cell 7 Construction

Mr. Williams stated that they are still in a holding pattern waiting to hear back from the Iloan Group and our Bond counsel what is going on with the financing. Mr. Cannon stated that they did some emailing last week. Mr. Williams stated that they were hoping to have some kind of response back late last Friday but we did not. He will follow up with them again today. The longer this goes on the more space we lose in the landfill and that window of construction grows smaller.

Mr. Cannon stated speaking of that would they look at contracts and numbers for next month. Mr. Williams stated that they would have to do that next month. That will be on the January agenda.

H2S

Mr. Williams stated that there was nothing to report on the H2S system or solar panel project.

OTHER

Mr. Williams stated A-10 There was no change in the Waste Disposal Fee Schedule.

Mr. Williams stated A-11 The electronics recycling continues to do well, so far for the 7 or 8 months we have collected almost 2000 items. That is still doing very well

Mr. Williams stated A-12 Tire recycling we are still collecting tires and have just under 2500 tires collected for the year so that program is going well.

Mr. Williams stated A-13 With our single stream recycling program, we hit over 1 million pounds for the year and we still have another month to go. This is working very well.

Mr. Williams stated the next item is A-14 the potable well quotes. He had Wires electric come out and provide us a quote to put in the underground conduit without any electric lines. Since we do not know what kind of pumps are in these wells voltage so on and so forth, the only thing they could provide him with is just the installation of the underground conduit.

Mr. Cannon stated that for everybody's information these are separate. The quote from Colaluce is for a new well and Wires Electric would be if they were wiring the existing well that is powered currently through Covanta. Mr. Cannon stated that he does not believe that it included any electrical which would be substantially less on a new well because we would be close to our power source. Mr. Cannon continued this does not include any electrical work inside the building that may be needed. The additional electrical work probably not be that much on top of his quote for the new well. It is probably

95% of the quote, so the electrical that would be needed inside of the building would be in addition to the quote.

Mr. Cannon stated that he did not want you thinking that the two of them went together.

Mr. Lazorisak stated that in reading the quote do you know what the anticipated drill depth would be. Mr. Williams stated that he believes it to be 250 ft. and what Mr. Colaluce did when they were here is they actually got on the phone with the State to find out application because of the proximity to the landfill. He also inquired and got background information on Covanta's well, the depth of those wells, the type of soils that they hit. Which then gave Mr. Colaluce the information that he needed to put this quote together it is pretty much a lot of glacial till and that glacial till is going to determine how far his casing has to go down. That is why there is a little bit more casing than normal going in here.

Mr. Cannon stated that if he does not know the ground or the water in Warren County then nobody does. Mr. Williams stated that the other thing that Mr. Colaluce did tell him was that he has worked on those Covanta wells in the past and what he remembers of those pumps that are in those casings are large pumps.

Mr. Cannon stated that they have gotten no response from Covanta as to the letter that they sent them regarding the issue of the well that is number 1.

Number 2 is keep in mind that we are not even sure how old the pumps are.

Mr. Williams stated that was where he was headed.

Mr. Cannon continued that there is the question of who would spend \$16,000.00 to rewire and existing well pump, and have the chance that that pump may go in 2 years and then that would have to be re-done. A new well would be ours 100% and the electrical will be cleaner.

Mr. Williams replied that since Mr. Colaluce has worked on these Covanta wells in the past he figured that if we at the very least had to have pumps replaced it would be at least \$10,000.00 because those are big pumps house well pumps. Not knowing the last time these pumps were serviced or replaced, if we were granted access by Covanta that pump might go in six months, or it might last. That is the big unknown.

Mr. Lazorisak asked how long they had been shut down. Mr. Williams replied since March 2019.

Mr. Williams stated that he thinks if we were to drill our own well, it is clean, we have our own water source connected into our own electricity, connected to our backup generators.

Mr. Mach asked what was the total for drilling the well \$30,000.00? Mr. Williams replied \$30,000.00.

Mr. Lazorisak stated that is all inclusive. Mr. Mach stated it was 30,300.00.

Mr. Cannon stated that the price could come down in the bidding. Mr. Lazorisak stated that we have to bid it he would love to give it to Mr. Colaluce but it has to be bid.

Mr. Cannon stated of course they do, he was not referring to that at all but at his suggestion, Mr. Williams went out to get this information because he wanted to give the Board some of the options.

Mr. Cannon stated that going forward he thinks they all are in agreement with what they need to do.

Mr. Cannon stated that next month they could put in a resolution for it, put the RFP out, and see what they get.

Mr. Lazorisak stated that the only other question if we move forward and there is an agreement brought in for them taking that building down. We would have to make it their responsibility to fill these existing wells in.

Mr. Cannon stated that he thinks it is in our best interest to have our own. Mr. Lazorisak stated exactly but that he just mentioned it so that it does not fall through the cracks.

Mr. Cannon stated that he is concerned that they need to move forward to have their own water source. It does not make sense to go and try to fix something that may end up costing us more money in the long run.

Mr. Lazorisak asked if they said how much the pumps would be. Mr. Williams replied \$10,000.00.

Mr. Mach stated that just one more time the total cost would be the \$30,000.00 for the well plus \$16,000.00 for the wiring. Mr. Cannon and Mr. Williams stated no those are two separate quotes for two separate items.

Mr. Cannon stated that Mr. Colaluca included the basic electrical, setting up the pump and everything but it is the connection to the building inside, was the part he was unable to quote. He thinks if we can put an RFP together if everyone is in consensus with that and then they go from there.

GENERAL COUNSEL'S REPORT

Mr. Cannon asked Mr. Tipton if he had anything for Public. Mr. Tipton replied no.

Mr. Cannon asked if anyone had anything else that they would like to bring up.

Mr. Cannon stated that he had one more question, did they ever hear anything back from Cornerstone since we sent that last check. Mr. Williams replied no there was a little confusion with who was writing the letter to accompany the check. Mr. Cannon stated ok.

Mr. Williams stated that from his recollection, counsel was going to write a letter to accompany the check and that is where the confusion comes in between him and Mr. Tipton.

Mr. Cannon stated that ok let us get a solution then and avoid confusion. He thinks he remembers the discussion was about the fact that this should be end and done for the balance of the contract. Beyond those items that they will be required to do once we get to the bidding and construction part. They wanted to put an end to the little bills that keep trickling in. It is our opinion that we have fulfilled our end. Is that what we were talking about Mr. Williams?

Mr. Williams replied that it was for an invoice that should be all we owe you is X and that is all you are going to get. Mr. Cannon stated that was there not three or four of these trickle downs over the course of the last six months and he thinks that what they talked about was to tell Cornerstone that here you are but after this, we are done. Of course in the nicest manner Mr. Tipton.

Mr. Tipton stated that yes but he was not sure if you want this on his letterhead or PCFA's letterhead.

Mr. Allen stated he thought it more appropriate coming from Counsel. Mr. Cannon and the Board agreed.

Mr. Cannon asked if everyone was good with that. They have nothing left for open session so could he have a motion to go into executive session.

Mr. Allen stated that he would make the motion.

Mr. Mach stated that he would second the motion.

Mr. Cannon asked all in favor say Aye, or Opposed or Abstain.

ROLL CALL: Mr. Allen - Aye

Mr. Lazorisak - Aye
Mr. Mach - Aye
Mr. Perez - Aye
Mr. Cannon - Aye

****Executive session started at approximately 11:02**

Executive Session

On a motion by, **Mr. Allen**, seconded by, **Mr. Mach**, the Board agreed to an Executive Session at approximately 11:02 AM to discuss Contract Negotiations, at the Pollution Control Financing Authority of Warren County at a meeting held on *December 16, 2019*.

RESOLUTION

R-12-10-19

AUTHORIZING EXECUTIVE SESSION

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

****Contracts****

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 on December 16, 2019.

Moved By: **Mr. Allen**

Seconded By: **Mr. Mach**

ROLL CALL: Mr. Allen - Yes
Mr. Lazorisak - 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.

Recording Secretary
Mariann Cliff

Dated: December 16, 2019

*****Executive session ended approximately 11:41***

Mr. Cannon asked for a motion to come out of executive session.

Mr. Allen stated that he would make that motion.

Mr. Perez stated that he would second that motion.

Mr. Cannon asked all in favor say Aye, or Opposed or Abstain.

ROLL CALL: Mr. Allen - Aye
 Mr. Lazorisak - Aye
 Mr. Mach - Aye
 Mr. Perez - Aye
 Mr. Cannon - Aye

*****Public session started approximately 11:41***

Mr. Cannon stated that for everybody there is an employee lunch and it looks like there is some sort of an ugly Christmas sweater contest! Everyone is invited upstairs to have a little lunch and at least say hello to everyone. Some of the other employees will be there that we do not get to see often. Mr. Cannon stated that he wished everyone a Merry Christmas and a Happy New Year.

Closing Public Comments

None

PRESS COMMENTS & QUESTIONS

None

ADJOURNMENT

Mr. Cannon asked if anyone had anything else, then hearing none could he have a motion to adjourn.

Mr. Allen stated that he would make that motion.

Mr. Perez stated that he would second that motion.

Mr. Cannon asked if there were any questions, then hearing none stated all in favor say Aye, or Opposed or Abstain.

ROLL CALL:	Mr. Allen	-	Aye
	Mr. Lazorisak	-	Aye
	Mr. Mach	-	Aye
	Mr. Perez	-	Aye
	Mr. Cannon	-	Aye

Respectfully submitted by:

Mariann Cliff

Recording Secretary

Approved: December 16 2019