

POLLUTION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY

MINUTES OF REGULAR MONTHLY MEETING

March 28, 2022

Secretary Dan Perez called the regular monthly meeting of the Pollution Control Financing Authority of Warren County to order at approximately 9:40 AM.

Authority Members present: Dan Perez, Rob Larsen (via phone) and Alex Lazorisak

Mr. Perez asked to call the Monday March 28, 2022, PCFA meeting to order, please call the roll.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

Also present: Brian Tipton, General Counsel; Jonathan Knittel, Director of Operations; Jamie Banghart, Assistant Director and Mariann Cliff, Administrative Assistant.

The Pledge of Allegiance was led by Secretary Dan Perez.

Mr. Perez stated that he would like to nominate Mr. Lazorisak to be the temporary Chairman for the meeting.

Mr. Larsen stated that he would second the nomination.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

Mr. Lazorisak read the following statement: "Adequate notice of this meeting of March 28th 2022 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 County Commissioners, 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. Lazorisak stated that the first thing on the agenda was the meeting minutes from February 28 as well as the Executive session. Mr. Lazorisak stated that he would like to take both of them together and asked for a motion to approve.

Mr. Perez stated that he would make the motion to approve the Regular and Executive Monthly Meeting Minutes from March 28, 2022.

Mr. Larsen stated that he would second the motion.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

CORRESPONDENCE

Mr. Lazorisak stated that the next was correspondence C-1 and asked Mr. Knittel if he would like to go thru them.

Mr. Knittel replied yes, then stated that at the last meeting they had contract change order #3, they have a copy in color with the blue and yellow highlight. It highlights item 10a and item 10b which are two pay items in the cell 7 construction contract. Item 10a and 10b have different unit rates, and different quantities. They were assumed quantities, they were not utilizing 10b but they over-utilized 10a. That was basic survey and assumptions from drill logs and test pits. This change order had several people asking questions at the last meeting. Mr. Knittel stated that he had Mott MacDonald write a short response, C-1 was the response. Item 10a was structural fill from the stockpiled materials excavated from cell 7 and has a unit rate of \$7.11. They used more yardage on that item than was anticipated.

Mr. Knittel stated that 10b was imported structural fill, that they were not utilizing. They were not bringing in structural fill because the 10a material was satisfactory for reuse. Therefore, when they went over on line item 10a they were basically crediting some of that overage to 10b and that way the change order has a zero dollar effect.

Mr. Knittel stated that he was unclear if that was typically done that way when one item goes over and another item was not being utilized. But it saves having to overpay the contractor for one line item and then not pay them for another line item. They were just using an un-utilized line item to pay for the overage of the 10a.

Mr. Knittel asked if the Board wanted to take a minute to read through that Mott MacDonald letter again to see if it makes any sense.

Mr. Lazorisak stated that he recalled discussing this a month ago so this was not a surprise, they really just needed verification on the numbers.

Mr. Knittel stated yes, and the numbers were accurate as presented on the change order. They did approve the change order because the dollar value would be the same either way.

Mr. Lazorisak stated that the idea was that they were going to adjust change order #3 to show balance of \$64,000.00 in 10b. Mr. Knittel replied yes, imported structural fill \$27.47 per yard.

Mr. Lazorisak stated at the bottom, there is a balance. Mr. Knittel replied there it is, a balance of 8,166.89 yards remains in 10b.

Mr. Lazorisak replied that what they were saying was that was what remained in 10b.

Mr. Knittel stated that yes that was what was left in that line item unused, and it should go unused for the rest of the job. They do not anticipate the overage in 10a to continue going over, that part of the earthwork was done. They were stating that, that was what was left in 10b financially speaking on that line item.

Mr. Perez stated that he wanted to be clear, they were not going to be bringing in 10b correct?

Mr. Knittel replied that was correct, they do not need 10b.

Mr. Perez replied that on 10a with the overage they were sliding that into 10b? Mr. Knittel replied correct. Mr. Perez stated that even though they were not bringing it in.

Mr. Knittel stated that they were using financial funds from line item 10b to cover the overage on 10a.

Mr. Lazorisak stated that in the change order though for 10b, where they have \$284,400.00 should be \$60,055.53 difference between \$284,400.00 and \$224,344.47 because they did use 60,055.33 out of 10b price-wise and cubic-yard-wise off of the 10a.

Mr. Lazorisak stated that at the bottom, they were saying that a balance of 8,166.89 cubic yards or \$224,344.47 remains in line item 10b. So, on this change order, where they have \$284,400.00 it should be the difference of \$284,400.00 and \$224,344.47.

Mr. Knittel stated that it was \$224,344.47 remaining, because it was about a half million-dollar original line item.

Mr. Lazorisak replied exactly, so the way that this was structured was that Tomco was almost balancing it out and taking the full credit. Shouldn't that number only reflect this difference?

Mr. Lazorisak stated that even though they were not using it they were billing it in the change order. They could turn around and say that they used the entire \$284,400.00 in change order 3.

Mr. Lazorisak stated that it was a difference of 59,655.63.

Mr. Knittel stated that the 40,000 yards that they needed in 10a cost \$7.11 per yard was what they had to pay Tomco. So that 40,000 yards overage at \$7.11 per yard is \$284,400.00 there was no actual item 10b imported, just needed to come up with \$284,400.00 to pay for the 40,000-yard overage on 10a. they could leave 10b totally intact at a half-million dollars but all they were doing was taking the \$284,400.00 out of 10b to pay for the 40,000 extra yards in 10a.

Mr. Knittel stated that 10a had just so many units, they used every single unit available in 10a, so then the 40,000 extra units at \$7.11 cost the \$284,400.00 so they just needed to come up with the \$284,400.00.

Mr. Knittel continued with, do they pay them the \$284,400.00 out of a change order or do they say that the change order shows it at zero because they received the funding for that \$284,400.00 out of the 10b line item.

Mr. Knittel stated that the 10b line item used to be about \$500,000.00 now if they pay for line item 10a out of that, they reduce that by \$284,400.00 leaving a remaining balance of \$224,344.47. it was like a bank ledger all they were doing was saying which bank account do they want to pay for the \$284,400.00 out of.

Mr. Perez asked if they foresaw any more money being taken out of there in the future? Mr. Knittel replied that no he assumed that the remaining balance of \$224,344.47 would stay there. Then that \$224,344.47 would then just go to offset things like, the force majeure that was already done or perhaps if they were entitled to some type of fuel surcharge which they now were asking for, which they would talk about later. That remaining balance could just stay in there until the end of the job and never get paid out. There was nothing preventing the PCFA from keeping the line items with a balance until the end of the job, it just means that the job would cost less than they thought.

Mr. Perez stated that they would not lose the money if they don't use it. Mr. Knittel replied no, it was the PCFA's money, it was just accounted for in a line item that they now realize was more of a contingency in case soil conditions were really bad, in this case they want to preserve that half-million dollars intact until the end of the job. They have a line item that pops up with an overage of \$284,400.00 so there were two options; pay the \$284,400.00 to their monthly invoice but to pay them on any line item that exceeds its line-item quantity requires a change order. Once you hit 100% of any line item, it becomes a change order. So that \$284,400.00 extra does show up as a change order on this change order it was just that instead of pulling that money out of the general funds, they pulled it out of an unused line item.

Mr. Lazorisak stated that line item 10b in the contract was about a half-million? Mr. Knittel replied yes it was about \$510,000.00.

Mr. Lazorisak replied ok then what Mott MacDonald was saying is that \$224,344.47 was remaining after you take the \$284,400.00 out of the \$500,000.00.

Mr. Knittel replied yes. Mr. Lazorisak replied ok he understood.

Mr. Knittel stated that he was glad that he knew what those line items were because it was not making sense to him at first either.

Mr. Lazorisak stated that it was the way that they had it structured in the change order that threw him off, they should have stated first, that line item 10b had \$500,000.00 in it originally.

Mr. Knittel stated that was it, for this correspondence. Mr. Lazorisak asked if they needed an approval on this. Mr. Knittel stated that the change order did have a resolution to approve it and because those two items did balance, they already approved it pending clarification.

Mr. Knittel stated that they could move on to correspondence C-2 which was the administrative consent order from the NJDEP, they technically have 15 days to respond if they like it or not. They would have up to 30 days to sign it or the contract gets tossed out. C-2 was a legal contract between the PCFA and the State of New Jersey, it goes over a series of inspections and findings over a several year period.

Mr. Lazorisak asked if this was the original administrative consent order, that they received months back.

Mr. Knittel replied that the others were drafts, also they had received N.O.V.'s for certain things. This document was fresh off the press as of March 16th, it summarizes events that happened over time. What they did to correct those events, a lot of the events have been corrected. If they go to the sixth

page, it presents what is left remaining to be accomplished to bring the facility to 100% compliance with, in some cases the opinion of the enforcement inspector and other times it was very clear that they have to meet a certain code or requirement in the NJAC.

Mr. Knittel stated that when he said opinion, sometimes it can be a matter of interpretation, for example,

brush removal isn't really clear it was sort of a gray zone. But it affords the inspector the ability to see things that may be hidden by the brush such as rills, erosion, seeps. Mr. Knittel stated that he strongly agrees with this compliance action and schedule. Sometimes the wording he does not agree with, however, he has gotten this draft to the point where it is in agreement with enforcement and himself as much as they could agree on.

Mr. Knittel stated that sometimes a structure was deemed failing, well no, the structure still conveys stormwater to the pond but it may have the appearance of roughness or needs some maintenance on the swale. Failing, to an engineer (himself) means something different than failing to an enforcement inspector. If its aesthetically or superficially damaged, the inspector calls it failing, where he may call it still functioning but it may need some repairs. So, they had agreed to disagree on a couple of things but, he does wholeheartedly support entering this agreement it would be on his end then to meet the anticipated date of completion. If he fails to meet any of the dates that were listed, there were non-negotiable penalties, monetary penalties for each day or week that the completion was not made.

Mr. Knittel stated that with that in mind, they were very generous in giving him adequate time and a buffer to make sure that these repairs were done.

There were four main boxes in the table, the first box was more administrative: to submit a maintenance program within 30 days. That maintenance program they already had in their operations and maintenance manual and they have made some edits to that, so they were almost ready to submit the maintenance program.

The heavy vegetation in the second box they have broken up into five segments. They had already completed a significant portion of vegetation removal this year, and they have acknowledged in this consent order that they have already made progress. They have left those dates separated by several months out over the next year and a half.

Mr. Knittel stated that the third box was an O&M manual update which they have already completed. It updates some language in there about our recycling center and our tire recycling program.

Mr. Knittel stated that the O&M manual was a living document. Mr. Knittel stated that he uses that word cautiously, any time you update your O&M manual the State has to receive the copy and bless it. For example, he was updating the O&M manual right now to include the street sweepings and soil as alternate daily cover. As soon as you put that in your O&M manual and the State blesses it, they immediately update your solid waste permit to allow different types of alternate daily cover. It was a very interesting thing that the O&M manual was directly tied to your waste permit. Mr. Knittel stated that the third box was a fairly simple update and they had 30 days.

Mr. Knittel stated that the last box was more in depth, it involves significant repairs to the landfill. It gave them about a year and a half to complete those upgrades to the facility.

Mr. Knittel stated that this binds them into a working relationship where they were agreeing to communicate with the DEP regularly, which they already do and it holds them to certain deadlines over the next year and a half. This was a stand-alone document that he and Mr. Accetturo would sign with a resolution from the Board. This document does not include any of the other items that they were discussing with the DEP such as helping with a couple of local sites in Warren County clean up

some soil that was placed, that may need a home here. That type of language was not in this consent order agreement, that would be a separate document which they were still waiting for.

Mr. Lazorisak stated that at the end of the day they were not getting fined, correct? Was that part of the agreement in getting into this?

Mr. Knittel stated that there was one fine that came out prior to this administrative consent order, that was for the commercial vehicles, that had been repeated a couple of times here. The PCFA has since corrected that, no U-Haul's no commercial vehicles were allowed unless they had the proper waste hauling registration with the DEP. Mr. Knittel states that County residents were trying to use commercial trucks from Home Depot or Lowes as rentals to do weekend cleanups or projects. The State understands that it may have just been residents, but they also understand that people were illegally hauling waste without registration and they cannot make any exceptions for commercial vehicles. With that said, they did receive the fine, that fine got cut in half because of the PCFA's cooperation and correction. Then that fine could get cut way down to around \$2,000.00 if they were willing to cleanup these two Warren County sites.

Mr. Knittel stated that they could not help clean up those sites right now until the O&M manual was changed to allow for soil to be used as alternate daily cover. As soon as they make that update the State would issue us an agreement to take that fine down to about \$2,000.00. It started out \$17,500.00 then got cut to \$8,000.00 because of cooperation and correction. And then it would go from \$8,000.00 to \$2,000.00 if they help cleanup those two soil sites.

Mr. Lazorisak asked how much dirt there was.

Mr. Knittel replied 3,000 yards, 2,000 at one site and 1,000 at the other. It gives an economic avenue for the home owners to dispose of the soil, right now they do not have an outlet. The PCFA would charge for the soil, but it would be in the teens whatever the number was that they agreed to would be economically feasible. Whereas right now if they had to haul it as solid waste it would come in at \$50.00 to a \$100.00 to most facilities but if they use it for daily cover its beneficial to us and they could get it down into the teens per ton.

Mr. Knittel stated that it was still a significant hardship for whoever it is, he does not know who they are or what their hardships were, but any home owner in the County that has to drop \$70,000.00 to \$80,000.00 in soil disposal, well that's a bad day.

Mr. Knittel replied that they could talk about that more in Executive session.

Mr. Perez asked if they would be making money on this deal, we have to pay \$2,000.00 but then you in turn, would charge them.

Mr. Knittel stated that yes, they would make money on this. The daily cover is useful to us, every day it comes in, this would not come in all at once it would be spread out. That would save us the wear and tear on our machines from mining our own soils on-site. So basically, someone would be paying us to bring cover and for example we use the ash as daily cover, \$18.00 per ton and right now financially it was a lot of tonnage, it does use up airspace but cover soil uses up airspace either way. Mr. Knittel stated that having Covanta ash come in was beneficial even though it was technically below market value of what they could charge, it does work in our benefit to use daily cover from outside sources.

Mr. Lazorisak stated did you say that they were making them do a resolution on this? Why couldn't they just make a motion and a second authorizing it, since Mr. Knittel and Mr. Accetturo would be signing this also.

Mr. Knittel stated that that would be fine, they don't require a resolution he misspoke on that.

Mr. Lazorisak stated that he needed a motion authorizing the Chairman and the Director of Operations to sign and enter into the Administrative Consent Order agreement with the DEP.

Mr. Perez stated that he would make that motion.

Mr. Lazorisak stated that he would second the motion.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

Mr. Knittel stated that C-3 was pretty strait forward, this was a letter and proposal and it's a maximum not to exceed, post closure care and financial plan and update. A plan for a 60-year financial plan was required by every landfill and every two years it gets updated. This year would be particularly interesting, there were some major changes at the DEP level with both interest rates and inflation rates, that have thrown most landfills into a horrible financial position, with trying to meet a sixty-year financial plan.

Mr. Knittel stated that generally speaking, they contribute into a standard account, they have several closure accounts. Typically, you would put in so many dollars per ton to fund a financial closure plan and people were seeing it go from maybe a dollar or two per ton, they were seeing that they now need to put in closer to ten dollars per ton just due to that simple change in interest and inflation.

Mr. Knittel stated that they were really going to go through this financial plan with a fine-tooth comb. On everything that would need to be done during the thirty-year closure period. The thirty-year period starts in about 2061 according to their predicted airspace and tonnage per year. In 2061 barring any other engineering projects or increase of airspace vertically, they need to have thirty-years of financing set aside for maintenance, for sampling, and protecting the environment. Mr. Knittel stated that they would have to have sampling of air, water, stormwater, everything continues just like it is now. The difference was they won't have the expense of salaries and insurance costs go down. The bottom line was that he had two different proposals to do this work from both of their in-house engineers.

Mr. Lazorisak asked if Mott MacDonald gave him a proposal.

Mr. Knittel replied that they did, it was more verbal. Each of the engineers have niches which was their particular strengths, in this case it was pretty clear that Mark Swyka has other landfills that he was currently working thru this process with. Mr. Knittel believes that he was the better candidate for this type of work. Both prices would be fairly similar and this was a maximum price, he believes that he could keep it quite a bit under that and it would not be this expensive to do every two years. This was sort of a strange situation with the changes that the DEP made. Sometimes you may assume that closure was going to cost a certain amount, and a lot of times you leave those costs artificially high, for a sort of insurance policy. In this case they may need to hone some of their closure costs down

and refine them and this effort was worth it at this time. We do not want to under-fund the closure, but they do not want to over-fund it either.

Mr. Knittel stated that was what C-3 was all about, both Mott MacDonald and Cornerstone were engineers that were already pre-approved, for both of their budgets for cell 7. There was a specific number placed in an email a year or year or so ago, the understanding from that email was, that was not enough funding to get them to the end of cell 7 construction. Now that cell 7 construction has gone on an extra six months, they were asking for an email update to authorize them to continue providing engineering services, quality assurance, quality control to the end of cell 7.

Mr. Lazorisak asked how much that would be.

Mr. Knittel stated that to finish cell 7, was approximately eight months, possibly until November this year. They know what their rate was currently, both engineers. Their invoices were very detailed and they were very cautious on how they spend money.

Mr. Lazorisak asked how much were they looking at.

Mr. Knittel replied that it was within budget for the line item that they had for both engineers. It was about \$350,000.00 for Mott MacDonald because of their full-time presence. It was about \$150,000.00 for the design engineer to complete their cell 7 efforts. Mr. Knittel stated that he could summarize the exact costs. There were certain things that could come up, a change in a fence line that may not be cell 7 that an engineer may have to sign and seal.

Mr. Lazorisak asked Mr. Tipton that when they negotiate with this contractor at the end of this for change orders, could they put these additional costs in since they did not adhere to the schedule.

Mr. Tipton replied that they could certainly try, anything was negotiable so they could do that.

Mr. Lazorisak stated that at the end of the day, Tomco did not finish on schedule. Their new completion date was now November?

Mr. Knittel replied that they originally had the end of the year as their full completion date for the whole job. They anticipate still being able to hit that, December 31st was the absolute end before they start incurring liquidated damages for the whole cell. There was this original reduced cell 7A that they must finish by July 1st or incur liquidated damages. That reduced 7A takes you up the hill past the contour where there was a plateau, it would have been in the original reduced cell, they do need to finish that by July 1st.

Mr. Lazorisak replied that he thought that was done.

Mr. Knittel stated that they did a reduced, reduced cell, that they finished in January. That was in front of the State and the case manager says that it was pretty much approved and she stated that she would have the final blessing on that cell within the next couple weeks.

Mr. Knittel stated that, that reduced, reduced cell was not the original reduced 7A. That 7A deadline was July 1st and it looks like they could not hit that by about a month, they are saying August 1st. Mr. Knittel stated that he told them that they need to get 30 days off of their schedule. They were looking at their schedule and trying to figure out how to reduce 30 days but right now they were projecting August.

Mr. Lazorisak stated that the weather has been cooperating, then asked if this was a manpower issue?

Mr. Knittel agreed that the weather had been normal, he could not speak for them, Tomco could come and explain it to them directly. Mr. Knittel stated but by his observation they have multiple jobsites and not enough people.

Mr. Lazorisak replied that that was not the PCFA's problem, and asked if Mott MacDonald was tracking this.

Mr. Knittel replied yes, and that what they did was ask for, was updated schedules and explanation of why they could not meet the July deadline. Then they were asked if they were still on track for November.

Mr. Knittel stated that they did present a schedule, it had some milestones that they must hit, the north MSE wall was the main sticking point as far as their schedule. They think that wall could take three months to construct. They could not really get inside the remaining part of the cell and have their subcontractor come in to do the liner, until that north wall was done. It presents an interesting dilemma because PCFA were accepting trash at the normal rate that they anticipate this year. They were not holding back as much as they were last year so airspace was at a premium.

Mr. Knittel stated that they have to maintain contingencies for things such as the avian flu, or, bird flu. There was a large population of chicken in Warren County that may need to come here. They need a good amount of airspace available for emergencies. Whether it be a storm or a pandemic with chickens or whatever. It makes it difficult to work and plan around Tomco when they were always running behind. To get back on track with Mr. Swyka's letter, he does not need anything, he just wanted to present that to the Board since it was a pretty big-ticket item, but it was a very important item to have an engineer take a very close look at our sixty-year financial plan.

Mr. Lazorisak asked for a motion authorizing the Executive Director to enter into contract with Tetra Tech for the closure and post closure care and financial update.

Mr. Perez stated that he would make that motion.

Mr. Larsen stated that he would second the motion.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

Mr. Knittel stated that C-4 was just an informational piece, he would not talk about it too much in public session, other than they did receive an OPRA request, they complied with it and submitted data for the information requested. In the request it was mostly for host community agreement type information, finances and contracts.

Mr. Lazorisak asked where Nick Brago was from.

Mrs. Banghart stated that he was from WM Law firm in Morris. Mattleman, Weinroth & Miller PC

Mr. Lazorisak asked Mr. Tipton if he had any idea who this was.

Mr. Tipton replied that he did not know.

Mrs. Banghart stated that they covered New Jersey, Pennsylvania and New York.

Mr. Lazorisak asked when it came in. Mrs. Banghart replied that it came into the County on 3/18/22 and was responded to on 3/22/22. Mr. Lazorisak replied ok good.

PUBLIC COMMENTS (AGENDA ITEMS ONLY)

Mr. Lazorisak asked if there were any public comments for agenda items only.

FINANCE

Mr. Lazorisak stated that next was the finance A-1.

Mrs. Banghart stated that the finances were doing well for this time of the year, they had increased their tonnage, it was up 6.3% due to the contracts that they increased. The average fee per ton of waste seems low because they have the ash agreement going on. They have had 3,561 tons of ash in February and at the bottom of page two where it shows a negative, that was because they paid the insurances for the year all in one lump in February, that was \$251,705.00 otherwise they were doing good.

Mr. Knittel stated that they did work pretty closely with the insurance broker to keep those insurance cost increases to a minimum, generally it was in the 3 or 4% range for most line items. There were a couple lines that went down but a couple did go up significantly. To pay a quarter of a million dollars for insurance right up front was tough, but it was showing that they were only \$8,000.00 negative.

Mrs. Banghart stated that typically they were in the negative until October, November then it turns around. Mrs. Banghart stated that she believes that it was the ash intake that was helping them increase, so they were doing good.

Mrs. Banghart stated that on another note they got the 2022 budget finally adopted on the State level, and they got that back.

Mr. Lazorisak asked if there was there a motion on the resolution R-03-01-22 to pay bills

Mr. Perez stated that he would make the motion.

Mr. Larsen stated that he would make a second.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

On a motion by ***Mr. Perez***, seconded by ***Mr. Larsen***, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *March 28, 2022*.

RESOLUTION

R-03-01-22

To Pay Bills – March 28, 2022

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. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

We hereby certify Resolution to Pay Bills in the amount of \$ 724,045.01 to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the 28th day of *March*, 2022.

Mariann Cliff
Recording Secretary

Jonathan Knittel
Director of Operations

Approved: 3/28/22

Mr. Lazorisak stated that next was A-2 and asked Mr. Knittel if he would like to review it.

Mr. Knittel stated that A-2 the Household Hazardous Waste Event was open for bid last month, they had 3 potential bidders. Only two of them actually submitted bids, they did have a low bidder and a second bidder. However, the low bidder did not have all of the forms necessary on the checklist. Unfortunately, financially speaking the second bidder was awarded the contract.

Mr. Knittel stated that MXI happens to be the same company they had last year, they were familiar with them and comfortable with their performance. Mr. Knittel stated that it was a very smooth operation that he saw last fall, so he does look forward to working with them again but, unfortunately an error in paperwork on the first bidder cost them a few thousand dollars extra. However, this was money that the PCFA does recover fully through the REA which was the Recycling and Enhancement Act. It was very important to keep hazardous waste out of our landfill, our leachate quality was amazing.

Mr. Knittel stated that when he compares leachate quality here to other landfills our leachate was exceptional quality. Mr. Knittel stated that what he means was that it has very few contaminants at all and he would like to keep it that way, by keeping as much hazardous waste out of the landfill as possible, preferably none but the Hazardous waste days gives residents, and only residents, no commercial or municipalities, it gives residents the ability to get rid of a bunch of hazardous waste, this helps prevent it from getting thrown away with the regular trash.

Mr. Knittel stated that keeping it out of the landfill is the key, it's good to have a company like these companies that recycle it properly.

Mr. Lazorisak stated that he saw that counsel reviewed and approved it as well, then asked for a motion on R-03-02-22 awarding the contract for the services for the Household Hazardous waste collection recycling and disposal to MXI Environmental services.

Mr. Larsen stated that he would make the motion.

Mr. Perez stated that he would second the motion.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

Mr. Lazorisak stated that next was A-3.

Mr. Knittel stated that A-3 was the grass mowing and maintenance contract, this was a 2-year contract. There were three potential bidders, two were responsive. They were very close; however, the grass mowing was changing to a new contractor. Grass mowing was a very important part of their operation, and they were very happy with the former contractor but in this case, they do have to go with the low bidder and they would do everything that they could to get that new contractor up to speed. Mr. Knittel stated especially taking care of their steep slopes, notifying them when they see groundhog holes and all of the kind of key things that the State was looking for. That one has gone to the lawyer for review.

Mr. Lazorisak asked if he had a motion for R-03-03-22 awarding contract for the Grounds Maintenance.

Mr. Perez stated that he would make the motion.

Mr. Larsen stated that he would second the motion.

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

Mr. Mach	- Absent
Mr. Perez	- Yes
Mr. Accetturo	- Absent

FACILITIES/RECYCLING

Mr. Lazorisak stated next was landfill operations.

Mr. Knittel stated that they had spoken a little about cell 7, and they were concerned that they would not finish the reduced cell by July, looks like it's a month late. They were going to work with the contractor to figure out if there was any way to get them back on track for their schedule.

Mr. Knittel stated that an email came in on cell 7 for fuel escalation, retro, back to the beginning of the job, on invoices that have been reviewed, approved and paid for the last nine months.

Mr. Knittel stated that Tomco was going all the way back to May for a fuel escalation. They have reviewed the contract, the addendum's all the tech specks and there is no language opening up this contract for fuel escalation. There was an addendum question where multiple contractors asked about cost escalation for asphalt and the response was that asphalt was less than a thousand tons for the job and there would be no escalation awarded for any asphalt increases. The addendum was silent for any fuel escalation cost.

Mr. Perez asked if it was the same company. Mr. Knittel replied Tomco yes, they were asking for many hundreds of thousands of dollars in fuel escalation.

Mr. Lazorisak stated that this was contractual and would be discussed in Executive session.

Mr. Tipton agreed.

Mr. Knittel stated that the solar panel replacement was complete, they have a stack of panels that were going out from the solar company for recycling and or repair. That would clear up some yard space as soon as they get those out of the yard. The new panels seem to be outputting close to a million watts of power during the peak sun from about 10:00am to 2:00pm.

Mr. Knittel stated that they were actively ordering media replacement for their H2S system. For a planned mid-May replacement of the material, that was going well. They have purchased 2 roll-off trucks that have about 20% of the hours of their current vehicles that they were using on-site. The 2 roll-offs were purchased from the same facility and they were lightly used township vehicles. They were not hauling on a daily basis they had a lot of idle time. Therefore engine-wise and transmission-wise they got a great deal on 2 roll-offs. There was some surface rust as you know what happens to a vehicle that does not get used every day, it tends to have a little rust and what-not, they were not perfect but they were a huge upgrade to their facility.

Mr. Knittel stated that along with the two roll-offs they were looking at acquiring one new roll-off box and that would be paid for through the REA Recycling Enhancement Act grant. The roll-off box would have a top on it and it would be specifically for tires.

Mr. Knittel stated that right now they had two problems with the tire bin: one, they have to tarp it and the tarps rip on a weekly basis and they cannot have it exposed because it would create mosquito problems in the summer. The second observation with the tire bin was that they have to manually

unload tires, some of them up to 200 pounds from agricultural equipment. They hand unload those into a tractor trailer, which to him seems like a very dangerous operation.

Mr. Knittel stated that if they had a roll-off with a covered lid, they would put the tires in that, it gets hauled away and dumped automatically by the roll-off. Therefore, they do not have the manually handling of the tires and the best part was that the grant covers the cost of that new box. That was a County wide REA grant so they work with Dave Dech on the economics of that.

Mr. Knittel stated that operation-wise they were continuing to monitor the wells, the stormwater and the leachate, their leachate generation is in line with the requirements. They were very happy about the environmental aspect of all of their sampling that they do, all of the numbers were looking great.

Mr. Knittel stated that was all he had on operations and up next was A-4 the electronics.

Mrs. Banghart stated that was just an FYI so everyone could see what was brought in A-4 were the electronics, A-5 were the tires and A-6 was the single stream recycling.

Mr. Lazorisak asked if they charged for tires. Mrs. Banghart replied yes, they do.

Mr. Lazorisak asked how much.

Mrs. Banghart replied \$2.50 up to 24 inches, \$5.00 24.5 inches and above and the farm sizes were \$10.00.

Mr. Knittel stated that helps us to keep from burning through the recycling grant at too high of a rate by at least charging some fee for the customer to get rid of those tires.

Mr. Lazorisak stated next was A-7.

Mrs. Banghart stated that they received two contracts back, they were Liberty and Phillipsburg housing authority. These would need Board approval then they could send those back out. Those were the only ones that we received.

Mr. Lazorisak asked if this was the first time they got something from Phillipsburg. Mrs. Banghart replied that they always do, it was from the housing authority.

Mr. Knittel stated that most of the contracts came back last month but a few stragglers came in this month and there are still a few more out there.

Mr. Knittel stated that A-8 was the recycling enhancement act, this was a spreadsheet of County-wide costs. This was a breakdown of the costs for the entire recycling enhancement act program for the entire calendar year. It is numbered for the previous year, and they work with Dave Dech to develop this to fit within his budget which was \$162,000.00.

Mr. Knittel stated that within that \$162,000.00 some of that money was coming to PCFA to pay for transportation, disposal, the electronics recycling program and such.

Mr. Lazorisak asked how much in addition from last year. Mr. Knittel replied that it did not change, same amount as last year.

Mr. Knittel stated that they need Board approval for this.

Mr. Lazorisak stated that he needs a motion for R-03-04-22 approving the Recycling Enhancement Act Tax Fund.

Mr. Perez stated that he would make the motion.

Mr. Larsen stated that he would second the motion.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

Mr. Lazorisak stated next was A-9.

Mr. Knittel stated A-9 may not be ready for today, this was a table, on the right-hand side includes pricing structure if or when item 10 becomes available to PCFA. On the second page, some of that was contractual.

Mr. Lazorisak stated that why don't they table this item for right now. We would need the whole Board here for this one.

Mr. Knittel agreed.

GENERAL COUNSEL'S REPORT

Mr. Lazorisak asked Mr. Tipton for the General Counsel's report.

Mr. Tipton replied that he had nothing for public session, just executive.

OTHER

Mr. Lazorisak asked if there was any other business.

Mrs. Banghart stated that she wanted to let everyone know that the household hazardous waste event was scheduled for April 24th 8:00am until 12:00pm for Warren County residents only.

Mr. Lazorisak asked if it was on the website. Mrs. Banghart stated that it would be after the meeting.

Mr. Knittel stated that they also had a fall one scheduled for the end of September. Mrs. Banghart replied September 25th would be the one in the fall, there were some changes, this time there were no commercial vehicles, no businesses no schools and no municipalities. This event would be just for Warren County residents.

Mr. Lazorisak asked if Mrs. Banghart could send that out to every municipality. Mrs. Banghart replied that she would, that she had all of their information from the recycling report.

Mr. Lazorisak stated that it should be a big and bold notice.

Mrs. Banghart stated that they do not want hazardous materials being transported by vehicles that were not registered to haul hazardous materials.

Mr. Lazorisak stated that she may want to say no U-Hauls or Home Depot or Lowes, you may need to make it fool-proof.

Mr. Perez asked if that included rental pick-up trucks.

Mr. Knittel replied that yes, a rental truck was not allowed. Mr. Perez asked because it was opened and you could see into it, he wondered. Mr. Knittel replied no, no commercial plated vehicles at all.

Mr. Knittel stated that the inspector was extremely strict on that point, hence the fine before their consent order.

Mrs. Banghart stated and just one more thing to let everyone know the township cleanups were also all scheduled for the spring. They have 9 cleanups scheduled starting on April 25th and running through until June 25th.

Mr. Knittel stated that would be 9 straight weeks.

Mr. Lazorisak asked if Mrs. Banghart sends something out to each municipality. Mrs. Banghart replied that they get sent out an interlocal agreement, and this was the first year since she has been here that Blairstown actually signed an interlocal agreement and they have had cleanups the entire time.

Mr. Banghart stated that the towns do have information on the cleanups but she could send it out to all of them when she sends out the hazardous waste notification.

Mr. Lazorisak asked if she had already sent it out. Mrs. Banghart replied that she did not, everyone that does end up scheduling were the same ones every year. Additional ones have come in once in a while when they get the interlocal agreements.

CLOSING PUBLIC COMMENTS

Mr. Lazorisak asked if there was any closing public comments.

PRESS COMMENTS & QUESTIONS

Mr. Lazorisak asked if there was anything else, any comments.

EXECUTIVE SESSION

Mr. Lazorisak stated that he needed a motion to go into Executive session

Mr. Perez stated that he would make the motion to go into Executive session.

Mr. Larsen stated that he would second the motion.

ROLL CALL:	Mr. Larsen	- Yes
	Mr. Lazorisak	- Yes
	Mr. Mach	- Absent
	Mr. Perez	- Yes
	Mr. Accetturo	- Absent

**** Executive session began at approximately 10:37**

**** Executive session ended at approximately 11:15**

Mr. Lazorisak stated that he needed a motion to go back into public session

Mr. Perez stated that he would make the motion to go into public session.

Mr. Larsen stated that he would second the motion.

ROLL CALL: Mr. Larsen - Yes
Mr. Lazorisak - Yes
Mr. Mach - Absent
Mr. Perez - Yes
Mr. Accetturo - Absent

*****Public session started at approximately 11:16***

Mr. Lazorisak stated that he needs a motion authorizing two free clean-up weeks for Oxford Township for the calendar year 2022.

Mr. Perez stated that he would make the motion to go into public session.
Mr. Larsen stated that he would second the motion.

ROLL CALL: Mr. Larsen - Yes
Mr. Lazorisak - Yes
Mr. Mach - Absent
Mr. Perez - Yes
Mr. Accetturo - Absent

ADJOURNMENT

Mr. Lazorisak stated that he would need a motion to adjourn.
Mr. Perez stated that he would make that motion.
Mr. Larsen stated that he would second the motion.

ROLL CALL: Mr. Larsen - Yes
Mr. Lazorisak - Yes
Mr. Mach - Absent
Mr. Perez - Yes
Mr. Accetturo - Absent

*****Meeting was adjourned at approximately 11:18 AM***

Respectfully submitted by:

Mariann Cliff

Recording Secretary

Approved: April 25, 2022