

POLLUTION CONTROL FINANCING AUTHORITY
OF WARREN COUNTY

MINUTES OF REGULAR MONTHLY MEETING

January 25, 2016

Chairman Davenport called the regular monthly meeting of the Pollution Control Financing Authority of Warren County to order at approximately 9:00 am.

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

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

Also present: James Williams, Director of Operations; Brian Tipton, General Counsel; Dan Olshefski, Chief Financial Officer; Freeholder Ed Smith; Dave Balken, Balken Risk Management Services; Joe Algieri, Atlantic Scale; Joe Luongo, Atlantic Scale; Rick Sandner, Covanta; Jack Bernardino, Covanta; Jamie Banghart, Recording Secretary.

The Pledge of Allegiance was led by Chairman Davenport.

Mr. Davenport read the following statement: "Adequate notice of this meeting of January 25, 2016 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. Davenport welcomed Freeholder Ed Smith to the PCFA meeting.

MINUTES

Mr. Davenport presented the regular monthly meeting minutes from December 14, 2015.

Mr. Pryor made a motion to approve the regular monthly minutes of December 14, 2015 as presented, seconded by **Mr. Mach**.

Mr. Cannon had a revision regarding page 3, third paragraph, of the minutes. He stated that he does not think that he said the last sentence of third paragraph. Mr. Williams questioned Mr. Cannon if we should strike out that sentence? Mr. Cannon replied that this would be fine with him.

Mr. Cannon also questioned page 19 regarding the advertisement request. He questioned did we have to include the newspapers on that for the minutes? He stated that the last paragraph, "shall be published on the Authority's website and the Warren County website, in addition to any other medium required by law." He questioned if we voted on this to where we were going to put them in one newspaper, will this have to be on there? Mr. Williams stated that it is stated in the second "Whereas" on the resolution, it will go in our official newspaper. Mr. Cannon stated that when do that, would that have to be included in the minutes saying that now, or is it saying only the additional items beyond the County and the Authority is what is required by law? Mr. Tipton stated he likes the way it is stated in the resolution because it covers everything that we have agreed upon as well as what the law requires. He also stated that this is a good catch all.

Mr. Pryor made a motion to approve the revised regular monthly meeting minutes of December 14, 2015, seconded by **Mr. Mach**.

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

Mr. Davenport presented the executive session meeting minutes from December 15, 2015 (M-2), the special meeting minutes of December 21, 2015 (M-3), the executive meeting minutes from December 21, 2015 (M-4), the workshop meeting minutes from January 8, 2016 (M-5), and the executive session meeting minutes from January 8, 2016 (M-6) for Board approval.

Mr. Davenport made a motion to approve the executive session meeting minutes from December 15, 2015 (M-2), the special meeting minutes of December 21, 2015 (M-3), the executive meeting minutes from December 21, 2015 (M-4), the workshop meeting minutes from January 8, 2016 (M-5), and the executive session meeting minutes from January 8, 2016 (M-6) as presented, seconded by **Mr. Allen**.

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

CORRESPONDENCE

Mr. Williams stated that the first four correspondences are meeting minutes from the Warren County Pequest River Municipal Utilities Authority (PRMUA). He stated that he receives these minutes on a monthly basis and they occasionally mention the PCFA.

Mr. Williams presented the next correspondence from the PRMUA regarding the 2016 sewer rates. He stated that they have actually decreased for this year. The 2016 rate is \$22.24 per 1,000 gallons of industrial sewage treated. This is a savings to us.

Mr. Williams presented a resolution passed by the Freeholder Board regarding Covanta and their ID#72 processed liquid research and development project that they are going to undertake in the near future. This required a resolution regarding the Freeholder Board because of an amendment through the Solid Waste Management Plan. He stated that this has been included and approved by the Freeholders.

PUBLIC COMMENTS (AGENDA ITEMS ONLY)

None

PRESENTATIONS

Mr. Williams stated that Mr. Dave Balken is present. He also stated that Mr. Balken provided the 2016-2017 Renewal Premium Worksheet in our agenda packet.

Mr. Balken presented the 2016-2017 Renewal Premium Spreadsheet to the Board. He stated that the first column on the spreadsheet was the expiring premiums as of December 31, 2015. The next column over is the renewal with no changes which is basically where the renewal was coming in and we did not go to other markets with it. He stated that with that being said it was ok and only went up a little bit, but they wanted to do a little bit better. He stated that the next box on the spreadsheet is the Option 1, they tried to package some of the coverages together. The first five listed, they packages with Travelers. He stated that Travelers was on a lot of our coverages already so they asked them to take some of the other lines that were with companies and kind of mono line and bring them together, which could save us some money. He also stated that by doing this the premium came down a little more. The next box, Option 2, he stated that they marketed the Directors and Officers coverage and were able to get a pretty good decrease from \$57,575 to \$51,580. He stated that they changed this. He also stated that there is another change with the two bonds. Mr. Balken stated that we only need one bond and that we do not need both bonds. The one was the old bond which came up in April, which was for Pete Houck.

Mr. Balken stated that overall it was good. He stated that we could probably do some things next year to see if we can get it further reduced. He also stated that in today's market if we come in flat or below, that it is excellent considering most municipalities, counties, and school boards are usually getting a four to five percent increase in a year on their insurance.

Mr. Balken stated that he could go through all of the coverages at another meeting if the Board would like him to.

Mr. Mach stated that we have three new members on the Board. He would like Mr. Balken to go through briefly the Directors and Officers, Liability Insurance and also the General Liability and Environmental so that the Board has an idea of what kind of coverage that we have just in case we have an environmental incident or there is a liability situation with the Board members. Mr. Balken stated that we are covered for everything, meaning the buildings on this property are all covered, all of the automobiles, Inland Marine which is basically all equipment that is not an automobile. The major coverages are the General Liability and Environmental. The General Liability, which covers the PCFA if we are sued by anyone else. If we are sued for an environmental issue, the Environmental coverage will come into play there. He also stated that the excess liability underneath it to give us \$10,000,000.00 in limits, which is great. The biggest risk is the liability if we were to get sued by someone else for something we did. Mr. Cannon questioned are we covered outside of our footprint? Mr. Balken replied with correct. He also stated that we really do not have to worry about anything because there really is not anything excluded from our operations. Mr. Cannon stated that this was a question brought up at a previous meeting that we were not a hundred percent sure on the answer. Mr. Balken stated that if anything that the Board decides to do as a Board with respects to our general normal operations, it is

covered. He also stated that if there is something that we decide to do as a Board decision outside of the footprint, it is covered under the liability.

Mr. Pryor questioned if Mr. Balken is talking about the Directors or the Environmental? Mr. Davenport stated that Mr. Balken is talking about the Environmental. Mr. Pryor stated that if we had a release that went beyond the property line, we are good? Mr. Balken replied with yes that is what we are covered for.

Mr. Balken stated that the Directors and Officers Liability covers any decision that the Board makes, and if someone comes and sues the Board, this will cover us. He also stated that if any individual Board member sued, they are covered as well with regards to the PCFA.

Mr. Pryor would like an explanation of the Boilers and Machinery. Mr. Balken stated that this coverage is for the boilers, the furnaces that heat up the buildings. Mr. Pryor stated that he understands this but the term is a generic term. He questioned if this only covers the boilers? Mr. Balken stated that the Boiler and Machinery has always been separated from the property coverage because they need to be inspected.

Mr. Balken stated that we also have the workers compensation with NJM which covers anybody that is working that gets injured during their work duties and cannot work. They will be covered underneath this.

Mr. Williams stated that Mr. Balken is working on the training for the staff; first aid, CPR, confined space, Right to Know. Mr. Balken is working on this with his vendors to where we can do onsite training for our staff. He also stated that we will be getting this scheduled as soon as Mr. Balken squares this away with his vendors. Mr. Balken stated that he spoke with a gentleman and will bring him up to meet with Mr. Williams.

Mr. Pryor stated that we put out many proposals and they have insurance requirements. He stated that we happen to have one today for professional services and it talks about being named on the insurance certificate for all of the insurance coverages. This has always been his contention that "should we" be accepting professional liability insurance because we are never going to be named as an additional insured on a professional liability insurance certificate? Mr. Balken stated that this is correct. He stated that this is more for the general liability insurance policy. Mr. Pryor stated that the way that it was written on the general liability policy, the way it was worded, it talked about the general contractor also providing coverage for subs and it is usually the other way around. Mr. Balken stated that normally we will just do it if we are using a general contractor for example when he is hiring subs and they usually put the onus on the general contractor. He also stated that the general contractor is responsible for anything with the subs that he hires. Mr. Balken stated that he could review all of these documents including the insurance requirements.

Mr. Cannon stated that we have a few RFPs here, who is making the decision as to where their numerical value is the proper number? He also stated that we do not put specific numbers on any of them as he recalls. He questioned where is the threshold now to where we are getting enough from that general and/or that sub? Mr. Balken stated that this number depends on the size of the job. He stated that if we are doing a RFP or RFQ for professional service for an attorney, then they give you a \$2 million \$3 million in professional liability then that is fine, but if we are bringing in a general contractor doing a \$40 million project, he would hope the contractor has \$10 million as the minimum. He stated that it all depends on the job. Mr. Cannon stated that this is a grey area. Mr. Williams stated that he had Mr. Balken take a look at the grass mowing insurance requirements for us. He stated that Mr. Balken looked at them and they were adequate. Mr. Cannon questioned if we want to do this before we accept bids, that is when the review time will be, or upon acceptance because some of these guys are not going to get the insurance unless they get the acceptance and then they can go out and get the insurance. Mr. Balken questioned how we approve someone before they get the insurance? Mr. Cannon replied with

conditional approval. Mr. Davenport stated that they are given seven days. Mr. Pryor stated that we get the certificate later but the bidder should know what the requirements are going into the bid. Mr. Williams questioned what he is saying is that before we go out for bid let Mr. Balken take a look at the insurance requirements and correct them if needed, then we go out for bid. Mr. Cannon stated that he thinks this is the point and he is not sure where in that process Mr. Balken would want to be and was hoping he would tell us. Mr. Balken stated that he can have these emailed to him and will take a look which will not take that long. He wants to make sure the wording is right.

Mr. Williams stated that he believes we have the same insurance requirements in all three bids coming before the Board today. He questioned Mr. Balken if the review of these would take approximately two days? Mr. Balken stated that it will not take him long to review these. He stated that the insurance requirements are usually one page. He also stated that we have to be careful because aggregates are important because we have a million dollar policy with a million dollar annual aggregate, which means once we hit that million dollars we are exhausted. He stated that the possible problem here is that where there is stated that they have a million dollars in coverage but a claim was paid out last month for \$800,000.00, so really only \$200,000.00 of coverage until it is renewed.

Mr. Cannon questioned Mr. Tipton if we have to change something on these bids today, will this have a bearing? Mr. Tipton replied that we could approve these bids to go out subject to Mr. Balken's review approval and modifications. Mr. Williams gave his three copies of the bids that will be discussed later on the agenda. Mr. Balken stated that he will review them and send Mr. Williams an email this afternoon.

The Board thanked Mr. Balken for attending the PCFA meeting.

Mr. Williams presented Joe Algieri (owner) and Joe Luongo from Atlantic Scale. He stated that they have been working on our scale for a number of years.

Mr. Williams stated that a month or so ago the Board asked us to take a look at other surrounding landfills and what types of scales they have, the software and if they are automated. He stated that Ms. Pluto contacted all of the landfills in the State of New Jersey, a memo is in your agenda packets. This memo shows what all the surrounding landfills have and we were actually able to get a hold of a Pennsylvania landfill to show how many scales are in place, scale house, and software. He stated that another item that Atlantic Scale will be talking about is their proposal that we received on Friday of last week for the existing concrete pairs that are needed. They will also give us an overview of what types of new technology that may be out there, where scales were and how they have evolved.

Mr. Williams suggested that Mr. Joe Algieri discuss the condition of our existing scale and the repairs that are needed. He stated that then they can go into what technology is out there and the possibility of a new scale and moving forward.

Mr. Algieri stated that we currently have a Mettler Toledo scale model 7560SD, SD stands for steel deck. He stated that this is basically what they call vintage because it is about fifteen years in. They are basically the way devices started mechanically they have levers, knife edges and suspension elements. This was typically a pit scale, where they had man holes they went in and adjusted it and got out and moved the truck back and forth to where the reading were at where we wanted them to be. After this, Mettler Toledo and other companies started with the electronic gauge with potentiometers and junction boxes that basically was turning knobs inside a stainless steel box to get the scale to read correctly across the 70 feet or 80 feet depending on what the rendition of the scale was. He stated that what we have is the MTX technology from Mettler Toledo where all of the adjustments are done from the indicator in the scale house. They go in through the indicator and say they will adjust this part of the scale and put a truck on this, push a button and it gathers information from that section and the next one and so on. It then comes up with an average across the platform and this is how we adjust our type of weighing

device. He stated that it also has built in error coding that if a load cell starts to go bad or a cable and it does not communicate the right way, then it puts error codes on the display. The scale house will then call them and say that we have E801 which means basically that we are not communicating with load cell number one. The technician will come here and jack it up and take the load cell out, plug it into a master controller, do some diagnostics, look at the condition of the cables, look at the suspension in the scale, the mechanics of it, the bumpers, the side bumpers, end bumpers and so on and figure out what is going on with it and make the necessary repair. He thinks what Mr. Luongo gave to the Board as a hand out is what they call the PDX technology. The PDX technology is the load cell which has two connectors that eliminates the need for junction boxes completely. There is nothing to get wet or water to get into. The cables connect from one cell to the other cell. The end of the chain there is a home run cable that goes into the scale house and communicates to the controller. He stated that what is nice about this system is that there is no junction boxes and the cables are robust. This system has built in diagnostics where they can receive emails, members of the Board can receive emails, and whoever wanted to receive the emails from the controller to notify that we need to call for services. He also stated that Mettler Toledo are the only company that has this pure 100% junction box type technology. He stated that later down the road we could either put this in our existing scale, which he will not recommend because the vintage of the deck and the steel, but they could possibly install this or down the road if there is a possibility of putting another scale in. This is what should be configured. He also stated that they have a nice large installed base in New Jersey so if we wanted to go out and look at them. This is as far as they go from lever systems to beginnings of mechanicals to electronic technology to where they are today. He also stated that the piece of equipment that we have is a very good piece of equipment, the technology is robust, it is strong but the scale is dated and cycled. The weighing devices are usually designed to weigh approximately 100 trucks a day for 10 years and then it is time to renew the scale meaning new steel (stress cracks where they join the pieces together, cracks in the wells) due to cycles. He questioned how many trucks we put through our facility? Mr. Williams stated that we are getting approximately 500 tons per day, 20 tons per load on average. Ms. Pluto replied that we receive between 120 to 150 trucks and vehicles per day. She stated that in the summertime the numbers could be 190 to 200 trucks and vehicles per day. Mr. Williams stated that there are a lot of residential customers about 30,000 to 35,000 per year. This is not counting the big haulers, roll-offs, and transfer trailers. Mr. Algieri stated that these are all cycles and each weighing is a cycle. These weighing devices are designed for "x" amount of cycles over their lifetime and then are renewed. He stated that the scale is the cash register that basically controls the revenue in and out and if it does not weigh right the whole revenue stream is basically skewed. He also stated that the scale does require maintenance and refreshing after a while.

Mr. Williams stated that this is the second deck on our existing system. The original concrete deck was put on when our facility was built in the late 1980's and approximately ten years ago it was replaced with the steel deck on the existing foundation. Mr. Algieri stated that the existing foundation is two generations old. Mr. Williams stated that this appears to be the problem. He suggested that Mr. Algieri go over this for the Board.

Mr. Cannon had some questions regarding the handouts he received and what was available in the market. He questioned that with our current system we are not able to self-test and/or solve any problems with it? He stated that from what he understands is an error code will come up and we have to call Atlantic Scale to repair? Mr. Algieri replied with yes and this would be the same thing we would have to do even with the new technology. He stated that if we were to purchase a new scale and an error code appears, we would want someone from an authorized distributor or licensed by the State of New Jersey Weights and Measures to actually run the diagnostics. Mr. Cannon stated that he understands this but they are not able to run the diagnostics and it will come up automatically and that is the end of the line for us? Mr. Algieri replied with right and the technology that we have now will do the same thing and will put out an error code. Mr. Algieri stated that with our scale that we have currently, we have ten

sensors with ten cables. Mr. Cannon questioned if we are out of warranty with our scale now? Mr. Algieri replied with yes. Mr. Cannon stated that we are obviously out of warranty, so each one of our calls is a service call? Mr. Algieri replied with correct which consists of travel time, mileage, and parts.

Mr. Cannon stated that he sees ten years on some of the handouts that he was supplied, is this standard on some of the components? Mr. Luongo stated that the new PDX (Predictive Diagnostics) system does incorporate a ten year full warranty. He stated that this warranty does include parts, labor, truck and travel time which is a comprehensive warranty that no one else offers. He also stated that this system has been in existence for approximately seven to eight years. The first three to four years they were in Europe and the last four years they have been here in the states. He also stated that Mettler Toledo have enough over that time period, statistics compiled and enough load cells out there, that they used to offer the five year comprehensive warranty. They have had so few errors that they have doubled their warranty to ten years. He also stated that no one else in the industry has come close to the ten year warranty. Mr. Luongo stated that with this degree of surety, our maintenance costs would be virtually eliminated for ten years. He stated that all they would ask is that twice a year we have the scale calibrated with the volume of trucks that come through the scale. Mr. Williams stated that we calibrate the scale quarterly now. Mr. Luongo stated that this would be a lot less in savings for us also.

Mr. Algieri stated that Mettler Toledo is so confident with this technology to give the system a ten year warranty and having them come out twice a year to give it a general calibration and take a look at the system. They are confident that they are going to be able and the end user is going to be able to go for quite a long time without any issues. Mr. Cannon questioned if we have to pay them to come out twice a year for calibration? Mr. Algieri stated that the PCFA has to pay this and it is similar to an insurance policy. Mr. Cannon questioned that we are required to keep the warranty enforced by having Atlantic Scale come out twice a year? Mr. Algieri replied with correct and this is the only expense to the PCFA is the two service calls a year. They would come up with the service truck, unload, run the sections and do some general lubrications, take a look at it, write up the reports that go to NJ Weights and Measures. Mr. Cannon questioned that outside of a warranty period, then we negotiate with you? Mr. Algieri replied correct. He stated that at that time, they may be sitting in front of us talking about some different technologies or maybe a concrete deck or another steel deck because it will be cycled. It will have hundreds and hundreds of weighments over the top of it again.

Mr. Cannon stated that Mr. Williams put together a list of landfills and what they have scale wise. He questioned Mr. Algieri if they were involved in Atlantic County, Burlington, Cape May, Cumberland, Gloucester, Pennsauken, and Salem? Mr. Algieri replied that they are out of our territory. Mr. Algieri explained the Atlantic Scale umbrella with Mettler Toledo. Mr. Cannon questioned if they were involved in Middlesex County, Monmouth County, and Sussex? Mr. Algieri and Mr. Luongo replied with yes. They stated that they sometimes are able to be involved in Ocean County. Mr. Cannon questioned if they are involved with Pennsylvania? Mr. Algieri and Mr. Luongo replied that they are not involved in Pennsylvania.

Mr. Cannon questioned what is the cost of a new scale? Complete new set up? Mr. Algieri questioned a complete new set up with an above ground foundation and everything? Mr. Cannon replied yes and what would the ballpark price be? Mr. Algieri replied that we are probably looking at approximately \$80,000.00 which is fairly accurate for the entire foundation, pit, installation calibration, delivery, the crane and everything. Mr. Cannon thanked Mr. Algieri and Mr. Luongo.

Mr. Pryor questioned the interface between the scale and their billing system. He sees things offered now where bills are generated automatically with stored truck rates and stuff like that. He questioned Mr. Algieri and Mr. Luongo if they have experienced this? Mr. Algieri stated that they basically communicate to our current system by RS232. He also stated that when a truck rolls up on scale, we can pull up the account on our PC and that PC goes out to the scale head and gives the current weight. Mr. Williams stated that at the end of the day that information from the scale is downloaded to the

administration building. Mr. Pryor questioned Mr. Algieri if in his view this process is current? Mr. Algieri replied with yes and that they deal with PC Scale and Solid Waste Technology. He stated that they do not sell it and they do not support it, they just make sure that they can connect to the data collection software. Mr. Davenport questioned Mr. Williams what system do we use? Mr. Williams stated that we use WasteWorks. Mr. Pryor questioned that if we went with a new scale, and we had to upgrade the software this would be a separate deal, just as long as Atlantic Scale can communicate with the software? Mr. Algieri replied with correct. He is also 100% that he can communicate with everybody.

Mr. Pryor had a question regarding the new technology, this comes from one vendor? Mr. Algieri replied with yes. Mr. Pryor stated that if we were to do a spec on an \$80,000.00 item, we are configuring it around one vendor? Mr. Williams stated that we cannot configure around one vendor. Mr. Algieri stated that this is one manufacturer's proposal of the patented technology that really brings things up to date. He also stated that any other manufacturer really has older technology. They do not have the PDX, the ability to communicate with the cells to each other. This also incorporates an advanced algorithm and gives us dead on weight. The junction boxes, each one gives an average which is somewhere in the ballpark. He stated that with the PDX the weight is dead on. This incorporated with the structure of the scale, which is very unique to Mettler Toledo, he thinks is huge.

Mr. Algieri stated the structures of the scales are made with orthotropic ribs, similar to an upside down trapezoid, and this disperses the weight evenly across the entire scale. He stated that every other manufacturer uses "I" beams, and after a few years especially with the volume we are doing, they start to see gullies where the trucks travels and where the wheels are but with Mettler Toledo they do not see this happening because of the orthotropic ribs. He stated that this is also a big advantage.

Mr. Cannon questioned Mr. Algieri if he thinks if this is the cutting edge? Mr. Algieri replied that this system is and there is no doubt about it. He stated that what is nice about this is Mettler Toledo, since they are a global company, they can do this at a price that is pretty competitive with that older technology at its competition. Mr. Allen questioned if this particular technology was in place with any of their other customers? Mr. Algieri replied absolutely with a lot of other companies and they can name three landfills; Middlesex County (they have three of these types of scales), Rockland County (they have three of these scales), and Monmouth County (they have two of these types of scales). They have all incorporated this technology and they love it. They have very few problems, which is part of that reason they went to the ten year warranty.

Mr. Pryor questioned the ten year warranty if this would cover all maintenance provided that we have the twice a year calibration? Mr. Luongo replied that the term they use is bumper to bumper. He stated that this is basically all the mechanical, all the electronics, and all of the cables, as long as his technicians come out and do a visual, what needs to be changes at that time, they will change it and those parts will go back to Mettler Toledo under warranty and we get refreshed parts in. As long as we do this twice a year, we are covered for ten years, lightning and everything. Mr. Algieri stated that they get approximately three dozen calls a year on lightning strikes. This could knock of two to three load cells, junction boxes which could be a \$7,000.00-\$8,000.00 fix itself. Mettler Toledo has designed the system where lightning protection is covered up to 80,000 amps, where the average lightning strike is 30,000 amps. This is two and half times the average lightning strike.

Mr. Cannon suggested that Mr. Algieri and Mr. Luongo give the Board an overview of what the repairs will be. Mr. Algieri stated that since they took an existing foundation x amount of years ago and put a new scale on top of this, after a while the concrete gets tired. The plates that are fastened to the concrete after it cycles and cycles, they start to work their way into the aggregate. He stated that once they get themselves loose and we run trucks over this, they basically start to break the concrete around the supports. What they propose to do to the existing scale, to get us out of jam for a while and he is not sure how long this fix will last, they will take the beginning and end modules out. Mr. Cannon

questioned how long will the scale last where we are right now? Mr. Williams stated that we just had another load cell fail on Friday because of the shifting of the concrete. They had to come out and they replaced the load cell to get back up and running. Mr. Williams stated that the concrete is getting worse as we go. Mr. Luongo stated that the scale is only as good as the foundation that it is on because this is where the load gets transferred through the load cells into the foundation.

Mr. Cannon questioned what a load cell costs? Mr. Algieri replied that the load cell itself is approximately \$1,500.00-\$1,600.00 with the labor we are approximately \$2,500.00 repair every time they have to do this. Mr. Cannon stated that we are on a slippery slope is what you are saying? Mr. Algieri replied with yes we are. Mr. Algieri stated that is why they are proposing the removal of the two modules to repair the concrete, jackhammer the ends out and change the end covings, where the piece of angle irons are in there, the bumper section has to be replaced with some high pressure concrete to get us up and going to weigh. He also stated that depends on where you stop on this scale, you will get different readings because there really isn't good support underneath it. He also stated that if the scale moves away from the rest of the scale that goes down you are losing money. He stated that they can update the existing scale with the current electronics but before they do that they need foundation repairs before they can move forward with anything. Mr. Davenport stated that with these foundation repairs would this allow for the new scale top with the ribs? Mr. Algieri replies absolutely. Mr. Davenport questioned how long our scale would be down? Mr. Algieri stated that this all depends on how hard we can push their contractor. He replied that we will most likely be down for a good solid week.

Mr. Cannon stated that nothing in this repair order would prevent us from doing something there after as far as the technology, the conversion. Mr. Algieri replied absolutely not. He stated that they would be setting us up to do that. They are giving us a good foundation for the conversion. Mr. Davenport stated that it is not like we have to tear the whole thing out and replace it, whatever they will do to the concrete is good to go for a new scale, should we go to a new scale. Mr. Algieri stated that this brings up another point because budget is always an issue. He stated that Mettler Toledo has a program where if we did the foundation and then we decide to do the deck. He also stated that he thinks the deck is in decent shape for now for approximately two to three years. We could get this PDX conversion now and then two three years down the road, the deck is starting to rot out. Mettler Toledo has a program with up to five years post purchasing this PDX conversion where they will credit 75% of the conversion toward a new deck. Therefore, for budgetary purposes we would not have to put out that amount out in one time. Mr. Cannon questioned does Mettler Toledo have to come in and approve? Mr. Luongo stated that they control this. Mr. Algieri stated that once the construction is done and done by a qualified scale technician, we will be fine. Mr. Cannon questioned that we get a five year window basically? Mr. Algieri replied with yes a five year window to get 75% of it.

Mr. Pryor stated that often foundation problems and subgrade problems are often related. Is this restricted to the concrete? Mr. Algieri replied with yes, it is basically the concrete is worn out. The footings are fine, but it is the area that supports the scale.

Mr. Allen questioned that fix that they are talking about with the foundation itself, is that a temporary fix? Mr. Algieri replied that this is a fix using high pressure concrete and it usually lasts very well but like anything, nothing is going to be as good as jackhammering everything out and starting over. He does not know how they would be able to do this in a week's window. This is a repair that should be very good for a long time. Mr. Williams stated that this is why he brought up a month or so ago about the possibility of putting a second scale in so that we have an inbound and an outbound scale in case we had a serious failure. He stated that then we would have the adequate time to fix the scale properly and we still have our lifeline, our scale. He also stated that luckily Covanta has been generous and allowed us to use their scale this whole time. Mr. Williams stated that this is why he was originally thinking of putting the second scale in place. Mr. Cannon stated that he understands and also this will extend the life of the existing. Mr. Algieri stated that he does not want anybody to believe that with this repair that

what they are going to do is good for forever. This repair will allow us to weigh the way we should be weighing.

Mr. Pryor questioned how old is the existing concrete? Mr. Williams stated that this was approximately put in 1986 or 1987. Mr. Cannon stated that it is the original. Mr. Williams stated that it has seen its wear and tear especially being the only inbound and outbound scale. He stated that if we did do the second scale, we could possibly get twice the repair distance out of the temporary fix. He also stated that when that one eventually fails, we will still have another scale to use.

Mr. Pryor questioned if we have one scale now? Mr. Williams replied with we have one scale. Mr. Pryor questioned how do we weigh inbound and outbound? Mr. Williams replied that they have to loop around the scale and sit in line.

Mr. Cannon questioned Atlantic Scale if there is any type of warranty on this repair that they can give us? Mr. Algieri stated that Atlantic Scale is going to warranty it. He will guarantee the concrete repair for six months and will warranty the parts they will install for Mettler Toledo for one year (parts and labor). Mr. Cannon questioned a full year on everything? Mr. Algieri stated that he has a lot of influence with the construction company. They do all of their foundation, so if he has to bend his arm a little bit then he will. Mr. Williams questioned so a year it is? Mr. Algieri stated it is a year, he can do that.

Mr. Pryor stated that his other consideration is time. He questioned that this will take about a week to get this back in service? Mr. Algieri replied with correct. Mr. Pryor questioned what the construction period would be for a second scale? Mr. Algieri replied with by the time they got done digging the hole, they will need cure time for the non-special concrete (5,500 pound concrete), we are probably looking at two weeks.

Mr. Cannon stated that he would like to concentrate on the obvious repairs. He thinks that over the next couple of months, the Board can have some discussions on the design and location and then we can talk about the second scale. Mr. Williams stated that putting an RFP together will also take some time.

Mr. Algieri stated that they will be working on the two ends of the scale. He also stated that anything that happens in between those two ends, will not be part of the warranty window. Mr. Davenport questioned that we have weakened ends on both ends of the scale, is there cement in the middle? Mr. Algieri stated that there are piers in the middle. He also stated that they look fine because they are not getting hit over and over with the front wheels and the back wheels.

Mr. Cannon thanked Mr. Algieri and Mr. Luongo for attending the meeting. He stated that it was educational, the professionalism information on the cutting edge technology is terrific. Mr. Davenport stated that it is always a good idea to get firsthand information. He also thanked them for attending.

Mr. Cannon made a motion to accept the emergency repair quotation from Atlantic Scale which includes a twelve month warranty and will be scheduled by Mr. Williams, seconded by **Mr. Davenport**.

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

Mr. Davenport stated that Rick Sandner and Jack Bernardino from Covanta are present. He stated that we will be entering Executive Session for purpose of Contract Negotiations.

EXECUTIVE SESSION

Executive Session was entered at 10:04 am for purpose of Contract Negotiations.

RESOLUTION

R-01-05-16

AUTHORIZING EXECUTIVE SESSION

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

Contract Negotiations

It is not possible, at this time, for the Authority to determine when and under what circumstances the above-referenced item(s), which are to be discussed in Executive Session, can be publicly disclosed;

NOW, THEREFORE, Pursuant to N.J.S.A. 10:4-1 et. seq., BE IT RESOLVED by the Pollution Control Financing Authority of Warren County that the matter(s) as noted above will be discussed in Executive Session.

Moved By: ***Mr. Allen***

Seconded By: ***Mr. Mach***

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

Jamie Banghart, Recording Secretary

Dated: 01/25/16

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

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

Regular session resumed at 11:16 am.

No action was taken in Executive Session.

Mr. Tipton stated that we are going to take a vote on the contract terms. There are two contracts. Mr. Williams stated that we should vote on each separate.

Mr. Tipton stated that the first one we have before us is a contract with Covanta for the Warren ash at \$22.00 per ton for all of their ash from February 1, 2016 to December 31, 2016.

Mr. Allen made a motion to accept the contract with Covanta for the Warren ash at \$22.00 per ton for all of their ash from February 1, 2016 to December 31, 2016, seconded by **Mr. Mach**.

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

Mr. Tipton stated that the second contract we have before us is a contract with Covanta for the Essex ash from a 10,000 ton minimum to 25,000 ton maximum from February 1, 2016 to December 31, 2016 at \$24.00 per ton.

Mr. Mach made a motion to accept the contract with Covanta for the Essex ash from a 10,000 ton minimum to 25,000 ton maximum from February 1, 2016 to December 31, 2016 at \$24.00 per ton, seconded by **Mr. Allen**.

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

FACILITIES/RECYCLING

Mr. Williams presented A-2, the proposal for transportation and marketing of recyclables. He stated that we went out for bid the second time and we received one bid back, which is from the same entity, Colgate that we received the first time. Mr. Tipton has reviewed the bid document. Mr. Williams stated that if the Board would like to proceed, we will need to make a motion.

Mr. Cannon stated that he has a couple of questions tying in with Mr. Tipton's letter as far as the terms of contracts. He stated that in this memo Mr. Tipton listed where we are at with some of these bids.

He questioned if we are looking at a term for five years again? Or are we going out for two years? He also stated that the dates are open ended on everything but before we start approving things, he was wondering where are we going, is it a recommendation because all of them are two years? Mr. Tipton stated that this particular request for proposals was for two years. This is what the Board decided to go out for. Mr. Cannon questioned if this changed originally? Mr. Tipton stated that the one we are voting on now is the Colgate one and it is for two years. He stated that this can be as much as ten years if they satisfy all of these requirements under this particular statute, but we decided to go out for two years. Mr. Cannon stated that just before we go through them, he wants Mr. Tipton to give the Board his thoughts when he sent this letter out as a guideline for us. What is your professional opinion as to what we should be doing with some of these? Mr. Tipton stated that the reason why he gave this to the Board is because we talked about all of these different timelines and he thought he will give the Board all of what he was aware of that we go out for bid regularly. He stated that it is really a policy kind of judgement call on the Board's part as far as to whether we would want to go for the max or not because of changing market conditions or maybe we just don't want to get stuck with any given contract for too long a period of time. He also stated that this is really your call on what we want to do. Mr. Tipton stated that we may want to not have to deal with going out for bids that often. Mr. Cannon questioned that the terms of the contracts, beyond professionals, are generally not more than twenty four months? Mr. Tipton replied with correct, then there are select types of services that we can go out for bid longer. Mr. Cannon stated that his point is, do we necessarily want to go beyond two years with all the changes and all of the things that are coming down the road here. Is the Board comfortable with having all different terms as opposed to doing two year terms for these contracts? Mr. Davenport stated that he likes to pick and choose. Mr. Cannon stated that he does not like to be locked in longer than two years, is his point because we have that competitive market. Mr. Davenport stated that he cannot think of a reason, but we may want to go to five years but why not take a look at it each time it comes around. Mr. Cannon asked if we have anything beyond two years right now? Mr. Williams replied with we do and asked the Board if they would like to do these one at a time? Mr. Cannon stated that this is sort of an overview that Mr. Tipton sent out and having a discussion before we enter them, he thinks would be important.

Mr. Williams stated that we have the electronics that he would suggest that we do for one year because that market is in such turmoil. He also stated that we did this for five years in the past but he suggests that we do this for one year. Mr. Williams stated that the Governor has done some things with the electronic recycling market and we are not even sure if there will be funding for that.

Mr. Williams stated that the marketing of recyclables which is the first one here (A-2) is two years. Mr. Williams stated that we have the HHW bid for discussion today which is for five years. Mr. Cannon asked if we just did that one? Mr. Williams stated no that this is before us today. He also stated that this is for five years and this worked to our benefit for the last five years. Mr. Cannon questioned how many bidders did we get on that? Mr. Williams replied with one bidder. Mr. Williams stated that there are not too many companies out there that do household hazardous waste collection. He also stated that we can limit this one to one year also if the Board wants to do this based on the amount of bids we receive. Mr. Cannon stated that he is happy with two years.

Mr. Williams stated that the electronics recycling that just expired we did for five years, which cost us \$0.00 in the past. They were locked in for \$0.00 for five years. He also stated that this market actually started to turn about a year and a half ago but since we were locked in the contract, they could not charge us.

Mr. Williams stated that he would do the electronics for one year instead of five years. The HHW, he would do this for two years instead of five years. He also stated the same with the recycling transportation he would recommend for two years. Mr. Cannon stated that he is happy with that.

Mr. Pryor questioned Mr. Tipton if we had a five year window could we do something where we award a two year contract with an option extension? Mr. Tipton stated that we could have an option. He stated that we could ask for options in our bidding so we could get multiple years. Mr. Pryor stated that he has seen this through other towns. He stated that if we had a situation where that would make sense.

Mr. Williams replied to Mr. Pryor's point that maybe this is an alternative way to go with locking them in for two years and possibly up to a term of five years. Mr. Tipton stated that if we want to do a two year bid number and then option two is for a third year, fourth year, fifth year (If we want to do three options off of that). We could choose when we select a bidder which one we are picking.

Mr. Davenport asked the Board for a motion for the approval of A-2. Mr. Williams questioned if we are leaving this at the two year bid? Mr. Cannon replied with yes.

Mr. Davenport stated that the only thing he has on this is that this will be checked by the risk manager. Mr. Tipton stated that this one was already bid on. He also stated that it is what it is. Mr. Williams stated that the next three will be reviewed by our risk manager. Mr. Cannon questioned if this would hurt us to have this reviewed to see if the bidder met the insurance qualifications? Who determined that they met the insurance? Mr. Williams stated that Mr. Tipton reviewed this one. Mr. Tipton stated that they submitted the certificate. He also stated that we have had our risk manager look at these insurance provisions many times. He also stated that he did not create these nor did Mr. Williams. We used to run these by our former risk managers and they have reviewed every set of insurance requirements that we see. They were reviewed and commented on by prior insurance representatives. He also stated that what is in this document has been blessed at least once before. He is not saying it cannot be tweaked and should not be looked at every time. We should definitely have our current risk manager look over things. Mr. Cannon would certainly like Balken to review these. Mr. Tipton stated that when he looks at the certificate of liability insurance, he does not get behind in this but it is recommended that the risk manager go beyond this and get a copy of the policy because there are exclusions that could sneak up on us. Mr. Williams stated that it never hurts to have another set of eyes.

Mr. Cannon questioned where is this number compared to where we were at? Mr. Williams replied that the transportation fee went down and so did the rental fee. The recycling market has a fee now which is \$23.00-\$24.00 per ton. This is a scale that moves constantly with recyclables. Mr. Cannon questioned if we are going with the \$26.00 on the bid? Mr. Williams replied with yes, \$26.00. Mr. Williams provided a sheet in the packets showing the fees the last two years. The transportation was \$250.00 it is now \$260.00. The rental was \$480.00 to \$300.00. Mr. Cannon questioned how much recycling are they doing? Ms. Pluto stated that it was 1,220,280 pounds.

On a motion by *Mr. Davenport*, seconded by *Mr. Pryor*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on January 25, 2016.

RESOLUTION

R-01-02-16

Awarding a Fair and Open Contract
for the
Transportation and Marketing of Recyclables
at the Warren County District Landfill

WHEREAS, the Pollution Control Financing Authority of Warren County (the "Authority") requested bids for the Transportation and Marketing of Recyclables at the Warren County District Landfill;

WHEREAS, a total of one (1) bid was received by the Authority on December 18, 2015.

WHEREAS, a review of this bid by the Authority and General Counsel revealed that **Colgate Paper Stock Company, Inc.** was the lowest, responsive bidder.

NOW, THEREFORE BE IT RESOLVED, by the Authority that **Colgate Paper Stock Company, Inc.** be awarded the contract for the Transportation and Marketing of Recyclables at the Warren County District Landfill as described in and, in accordance with the Specifications and Bid Documents for the Transportation and Marketing of Recyclables dated December 2015, for the amounts specified within their bid received on December 18, 2015. The term of this contract will commence on April 1, 2016 and terminate on March 31, 2018, unless terminated in accordance with the bid specifications.

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

Dated: January 25, 2016

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.

Jamie Banghart, Recording Secretary

Mr. Williams presented the next item on the Agenda, A-3 RFP for the TDS evaluation hiring for professional services. Mr. Cannon questioned Mr. Pryor if he was involved in putting this together or who put this together? Mr. Davenport replied that Mr. Williams put this together. Mr. Williams stated that this has been circulated around for two months now. Mr. Cannon questioned if he got any other input? Mr. Williams replied that he had asked for input from all Board members, but none was received.

Mr. Pryor stated that this RFP is good but he does have some suggestions. He stated that the one he had mentioned before where we will not be named as an additional insured on the professional liability so we should get that out of there. Mr. Tipton questioned if this is in the contract? Mr. Pryor stated that this is in the insurance and it is a general thing. It stated that "All certificate of insurances will state that the PCFAWC is carried as an additional insured for the purposes of the contract." Mr. Pryor stated that it should state excepting professional liability. Mr. Tipton stated that this is fine.

Mr. Pryor stated that task 4 states "to provide to PRMUA any assistance needed in preparing updating in the docket to achieve a favorable limit." He noted that this is awkward that they have their own consultant and own application process going. Did they ask for this? Mr. Williams stated that we have worked with them hand and hand in the past to get their TDS limit raised and it had worked very well.

Mr. Pryor stated that he would delete Phase 2, the design should really be based on the output of the study. Mr. Cannon stated that he had the same thing too. Mr. Pryor stated that we have plenty of time moving forward. Mr. Cannon stated the schedule line on the same page of four and six months concerns him. Mr. Cannon stated that this seems like a hard schedule if they were to come back with a treatment program and they would have to have this completed in four months. Mr. Pryor stated that maybe we could make it a requirement where they could submit it and we could evaluate the schedules. Mr. Cannon questioned does this narrow our number of bidders if we keep the four to six months in? Mr. Pryor stated that the less information that we give them, it reduces the pool of respondents and the more requirements we put it, this reduces the pool bidders. He stated that the meeting that we had with Cornerstone was very productive that maybe we would want to make a bigger provision in here for progress meetings. Mr. Mach stated that he thinks this is an absolute must. Mr. Pryor suggested that we make a provision for a site visit and maybe have a room where they can sit and review the plans, review the plant and the docket.

Mr. Cannon stated that the timeline in here is something we are not up against the wall about. He suggests that we give an ample amount of opportunity because now we are going to be advertising this in the Star-Ledger and The Express-Times. What timeline would be proper for them to submit bids and go through the process? Mr. Pryor stated that he certainly would not go less than thirty days. He recommends forty five days. Mr. Cannon suggests we put it out there for sixty days. He is concerned with one month meetings. Mr. Williams questioned if we are talking sixty days before the bid comes back? Mr. Cannon stated that from advertisements to submission, we would have a sixty day window. Mr. Davenport suggested fifty five days. Mr. Pryor stated that Mr. Cannon is suggesting sixty so it is really not too much of a difference. Mr. Davenport stated no but if we are going to be meeting on the 60th day. Mr. Williams stated that this will come in approximately two weeks before the May meeting. Counsel will have to review them. He also stated that there is a long process. Mr. Cannon is happy with sixty days. Mr. Davenport stated that as long as it does not land on the day of the meeting.

Mr. Cannon questioned the termination paragraph in the general provision section. He stated that this seems to be an argument waiting to be had. Mr. Tipton stated that there is always a dispute when you are terminating someone. He also stated that he is sure there are a lot of different ways that we can phrase that. He reads that to mean satisfactory to us. Mr. Pryor stated that there is a termination for convenience and a termination for cause. He stated that we could always put a termination for convenience in there and we do not need a reason. He also stated that the termination for cause is a

fight waiting to happen. He would be willing to go with whatever language Mr. Tipton comes up with. Mr. Tipton will get that language incorporated in this.

Mr. Davenport stated that we need a motion to incorporate all of these. Mr. Tipton stated that he and Mr. Williams will make the revisions. Mr. Williams stated that then we will put this out and does everyone want to see this again or is everyone good with the changes, then we will put it out? Mr. Cannon suggested that we go through it briefly.

Mr. Tipton stated that the first one he has is for a sixty day window for responsive proposals. He then has a modification to page 7, the insurance requirements to exclude the need for the PCFA as an additional insured for professional liability. He also stated that we are going to remove phase 2 in all places where it is referenced in the actual scope. We are going to remove the entire schedule. Mr. Pryor stated that he would like them to submit a schedule with the proposal, but not to lock them into one. Mr. Tipton stated that we will add a schedule is a requirement of the proposal which will be part of the cost proposal where the list of tasks are. He stated that we are going to add required progress meetings as part of the cost proposal, incorporate three as a minimum. Mr. Williams suggested that we add "the attendance of one meeting per month with the PCFA Board until the project is completed." Mr. Pryor stated that we would want to have a workshop, not a meeting. Mr. Tipton stated that they need this for purpose of putting their dollars and cents out there. Whether it is a workshop or come here for public meeting, they are just pricing it out. He suggested that we include in cost proposal three in person meetings and not call it anything. That way they are valuing it and they know that this is going to happen in some capacity. He also stated that the site visit requirement prior to submitting the proposals so that we know that they have looked at what we have and know what they are bidding on. He also stated that he is going to clean up the termination provision of the contract. He will remove that entire thing and will put in one for convenience and one for cause. That way there is two mechanisms for termination.

Mr. Cannon made a motion to accept the revisions as stated by General Counsel for the RFP TDS Evaluation, seconded by **Mr. Pryor**.

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

Freeholder Smith excused himself from our meeting at 11:50 am.

Mr. Williams presented the next item on the Agenda, A-4 the Request for Bids for Household Hazardous Wastes. He believes that the Board agreed to go from five years to two years, so we will modify this to a two year term.

Mr. Pryor has a couple of questions on this. He questioned that this day is limited to Warren County residents? Mr. Williams replied with correct. Mr. Pryor stated that since this is all hazardous waste is there any manifesting requirement? Mr. Williams replied with yes. He stated that the County hazardous waste enforcement staff is here to monitor the program. He also stated that as we speak we are still getting manifests in from the fall clean up.

Mr. Cannon stated that this has been a highly successful program. Mr. Williams stated that where the funding comes from is a grant, \$110,000.00, from the State, which takes care of this program. Mr. Allen questioned Mr. Williams that he had stated that the Governor may cut this funding? Mr. Williams stated that he is trying to get some additional information on this. His understanding,

through the other landfills that the governor vetoed a bill last week eliminating the funding of the E-Waste programs. He will find out more information on this to see what was actually eliminated because this may become a cause. He thinks the funding that we have now will cover the costs but when we get into the fall and beyond, funding is questionable. This may become a very significant cost for us. Mr. Olshefski stated the current rate goes through September of this year so the spring and all that will be covered.

Mr. Davenport stated that with the two year term exception can he get a motion.

Mr. Cannon stated that on page 5 of the contract itself, again this one had a termination paragraph under article 8 on page 5. He stated that Mr. Tipton will try and put something together where we have the two terminations set up so we can have some sort of a boiler plate so we are not making a different one for each one. Mr. Tipton stated that this will be the same we did with the TDS bid.

Mr. Williams stated that we will put this bid out for thirty days because the event is in April. We have to do an award at the March meeting.

Mr. Pryor made a motion to accept the Request for Bids for Household Hazardous Wastes modified to a two year contract, seconded by **Mr. Allen**.

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

Mr. Allen questioned Mr. Williams if we have had multiple bidders on this before? Mr. Williams replied no because there are not a lot of vendors out there.

Mr. Williams presented the next item on the Agenda, A-5, Request for Bids for the Electronics Recycling. He believes that the Board agrees to put this out for one year instead of the five years, not knowing where this market is going. Mr. Mach stated that he thinks this is a good suggestion.

Mr. Cannon questioned our window of time for this? Mr. Williams replied that this will be out there for thirty days. He stated that both of the HHW and Electronics are held on the same day in April. Mr. Cannon questioned if we can make this forty five days? Mr. Williams replied with as long as we get it in by our March meeting because Counsel will need to review them.

Mr. Allen made a motion that we accept the request for bid for the electronics recycling, seconded by **Mr. Davenport**.

Mr. Davenport asked the Board for any further discussions. Mr. Cannon stated to make a change on the termination issues. Mr. Tipton agreed. Mr. Williams stated that this will be a one year bid.

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

Mr. Williams presented the next item on the Agenda, A-6. As we prepared our budget last year, we put in for a new pick-up truck on the landfill side. He contacted the State vendor, which is Cherry Hill Winner, to get their contract proposal that they do through all the county agencies, state agencies, so and so forth. He stated that we received the information from them. He put a resolution together that the County uses for preparing State contracts. Mr. Allen questioned if this is some sort of a volume pricing? Mr. Williams stated that he believes that we get discounted rates. Mr. Olshefski replied with right. He also stated that we could go out and bid but usually the State contract is much better, more competitive because of the volume.

Mr. Davenport questioned the Board if any more discussion? Mr. Pryor questioned the price that we are authorizing is \$31,124.00? Mr. Williams replied with correct.

On a motion by *Mr. Mach*, seconded by *Mr. Davenport*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *January 25, 2016*.

R E S O L U T I O N

R-01-03-16

Resolution for Authorization to Issue a Purchase Order to Cherry Hill Winner Ford for One New 2016 Ford F350 4WD Pickup Truck under New Jersey State Contract A88758, T2101 for the Pollution Control Financing Authority of Warren County in the total contract amount of \$31,124.00

NOW, THEREFORE BE IT RESOLVED, by the Authority that a purchase order be issued to Cherry Hill Winner Ford for the purchase of a new 2016 Ford F350 4WD Pickup Truck in accordance with New Jersey State Contract A88758, T2101 in the amount of \$31,124.00 at the prices established under the above referenced New Jersey State Contract.

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

Dated: 01/25/16

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.

Jamie Banghart, Recording Secretary

Mr. Williams presented the next item on the Agenda, A-7 Cornerstone's monthly update on the progress status of the landfill expansion. He stated that since we last met, they did get the mine shaft surveyed in. This has been located on the map. A draft letter was generated amongst everyone and he appreciated all the comments he received back on this. All the comments were provided to Cornerstone.

Mr. Cannon questioned if they have made any changes to the one we all have today? Mr. Williams replied that they have not changed the letter. Mr. Cannon stated that he thought this was a well written letter.

Mr. Pryor stated that it seems to him that we could put in a temporary fence during construction. He does not like the idea of high visibility permanent fence because it is not great for wildlife and it will be a site issue. Mr. Williams stated that they are going to clean up that language also. He also stated that the fence is only temporary during construction so they are going to correct this language.

Mr. Davenport questioned Mr. Williams if they are going to do another revision of this? Mr. Williams stated yes and he will redistribute for one last look. Mr. Mach stated that he would appreciate that before we send something down to the DEP.

Mr. Allen has a question regarding the picture attached to this letter. He questioned if anyone tried to put a rod down in there to find out if it is just a pit? Mr. Davenport stated that there is no concern.

Mr. Williams reported that the treatment plant operations are continuing to run smooth. He stated that we have been talking with the PRMUA and are in the process of trying a couple of different options to cut our trucking costs down. We started today sending a truck load of raw leachate over to the Belvidere plant. We are permitted to do this. They will slowly trickle leachate in from one of their holding tanks to see what effect that may or may not have on their treatment plant operations. This is a trial basis. He also stated that the PRMUA sent an email that if any issues are caused, because this is strictly raw leachate, they are holding the PCFA harmless if any conditions occur there. He also stated that if this seems to work out, then we will slowly increase our trucking over to them versus going to Passaic Valley. We should be able to see some savings. He stated that today is the first day and will see how it goes. He will keep everyone up to date.

Mr. Cannon would like to know how this originated, why we find out about this after, PRMUA analysis, if anything happens we are not held responsible, what are the costs of this, what are the insurance, who decided this, did this Board decide this? He stated that this is sort of a loosey goosey thing to state today that we are starting this today. Mr. Williams stated that we have a permit that we can haul over there any day of the week if we wanted to. Mr. Cannon stated that he understands. Mr. Williams stated that this was something that came up at the PRMUA meeting just last week. He stated that the PRMUA asked us if we would participate. Mr. Cannon questioned was it worth an email though? That is the only thing. He stated that he is not going to make a stink out of this and it is late. He knows we want to get out of here but he thinks that the process if we are responsible here and there are five members on here and there are professionals sitting here, how that happens outside the PCFA's knowledge, just an email. He does not know. Mr. Davenport stated that we talked about this. Mr. Cannon stated that no one talked about a truck going to PRMUA before. This is the first he ever heard of this. Mr. Williams stated that this was a meeting that occurred last week with the Chairman, Vice-Chairman, Freeholder Smith, and representatives of the PRMUA. Mr. Cannon stated that he spoke to Freeholder Smith regarding this. Mr. Williams stated that this was not something that was just loosey goosey. He stated that this was a sit down meeting that was discussed thoroughly amongst a number of members. Mr. Cannon stated that if we have some committees the rest of the Board should know about the fact that there is a sub-committee going in a meeting with someone. Mr. Williams stated that whenever he scheduled some kind of meetings, out of protocol, he always contacts the Chairman and the Vice-Chairman. If they are not available, then he will go down the line. Mr. Cannon stated ok.

Mr. Williams reported on the landfill operations. He stated that there are no issues. Everything is running smooth. He also stated that the wastes coming into the facility are as normal as projected with no issues.

Mr. Williams reported that the H2S system has no issues. He is not seeing any high spikes with the Hydrogen Sulfide.

Mr. Williams reported that the Solar Panel Project is going well. No issues. He stated that we are still seeing our discounts. Mr. Davenport questioned that the snow gets off the panels? Mr. Williams replied that this is up to Energenic to remove any snow.

FINANCE/PERSONNEL

Mr. Olshefski reported that the finance report reflects the activity for 2015. He stated that it was a solid year financially. He also stated that our cash balances improved by \$2.5 million, \$1.1 million because of operations. He reported that our total expenses for the year were \$6 million dollars. We were looking at \$6.2 or \$6.3 million for the year which we came in a little less. The leachate came in less than what we had anticipated.

Mr. Olshefski stated that the Passaic Valley for December was only \$7,800.00. Mr. Davenport questioned if that is generally that low in the winter? Mr. Williams stated that it is a matter of the weather conditions.

Mr. Williams stated that the numbers will fluctuate.

Mr. Cannon questioned on the first page of our average fee for 2015, do we have a number from 2014?

Mr. Olshefski will get this number for Mr. Cannon. Mr. Cannon questioned page 11, we moved into that money market in June? He sees that Lakeland is not accounted for until June. Mr. Olshefski stated that this is when we got the CD. Mr. Cannon stated that we transferred this into that. Mr. Olshefski stated yes. Mr. Cannon questioned page 13, Somerset Raritan Sewage Authority, what kind of tonnage? Mr. Williams stated that this is the incinerated sewage sludge. He stated that this is approximately 4,000-5,000 tons a year. Ms. Pluto stated that it is not a lot. Mr. Cannon questioned if we do this on a separate dollar figure? Mr. Williams stated that it is in the pricing structure what their costs are. Mr. Cannon questioned if Mr. Williams figured out the cost in that or will it go back to the other ashes? He knows there are some similarities but not total similarities. As far as air space, he asked if we are looking at that as well as the cost? Mr. Williams stated that what we have to do since we are charging a lot more for that, and the reason behind that is because we have to mix that with onsite soil. There is an additional cost for us to do this. He stated that this is factored in the pricing structure.

Mr. Cannon questioned what are we paying Hatch Mott MacDonald? Do we have a contract with them? Permit? Open ending? Mr. Williams replied that they are the licensed operator for our treatment plant. Mr. Cannon questioned if this is a fixed number? Mr. Williams replied that this is a fixed number. Mr. Cannon questioned where is their responsibility as being the licensed operator? Mr. Williams replied that they hold the license for us to operate our treatment plant. Mr. Cannon stated right but besides that? Mr. Williams stated that is it. Mr. Cannon questioned that they do not have to do anything? Mr. Williams stated that they have their licensed operator and they have a fixed amount of hours that they have to come to this site per week as part of their requirement. Mr. Cannon asked Mr. Pryor if he could share with the Board. Mr. Pryor questioned what class of license do they have? Is it industrial? Mr. Williams stated that he would have to go get this out. He also stated that it is either an N3 or 4. He does not remember. Mr. Pryor stated that it is an industrial and they are responsible for the proper operation of the plant. It is in the regulations and he holds licenses on the public side. He does not know what they have to file in the way of the reports. On the public side, there are reports that we may have to file. He also stated that any incidents we would have to report such as a spill. They are responsible for proper operation. Mr. Cannon questioned the liability. Mr. Pryor stated that this depends on how the contract is written. He also stated that there are some contracts where contract operations and there is others where

only if they are negligent. Mr. Cannon stated that it has been a long day and does not think there is a problem with it but he would be interested to see maybe if counsel can pull that up for next month and see what they are supposed to be doing. What is covered and what is not covered. He would be interested to know to see the responsibilities and the liabilities. Mr. Cannon understands it is the way it has always been type of thing. This would be his request. Mr. Cannon questioned Mr. Tipton if he would be able to find the contract and that it is not a problem, right? Mr. Tipton stated that he has never seen the contract. Mr. Williams stated that this goes back to prior counsel and Mr. Tipton was not here. Mr. Williams will get this to Mr. Tipton. Mr. Cannon questioned if we even have a contract? Mr. Williams will research this and forward to Mr. Tipton.

Mr. Davenport stated that a motion was needed to pass Resolution (R-01-04-16) To Pay Bills.

On a motion by *Mr. Pryor*, seconded by *Mr. Allen*, the following resolution was adopted by the Pollution Control Financing Authority of Warren County at a meeting held on *January 25, 2016*.

R E S O L U T I O N

R-01-04-16

To Pay Bills – January 25, 2016

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. Cannon	-	Yes
	Mr. Pryor	-	Yes
	Mr. Mach	-	Yes
	Mr. Davenport	-	Yes

We hereby certify Resolution to Pay Bills in the amount of \$773,889.53 to be a true copy of a resolution adopted by the Pollution Control Financing Authority of Warren County on the *25th* day of *January, 2016*.

Jamie Banghart, Recording Secretary
James Williams, Director of Operations

Mr. Williams presented A-8, 2016 Waste Disposal Fee Schedule with the changes in red (All American Carting, Blue Diamond, D. Lovenberg's Rolloff Services Inc., Environmental Transport Group, Gaeta Recycling Co. Inc., Montella Landscaping, N. Tassielli Disposal, Russel Reid, S&L Equipment, Weidlick's, Franklin Township, Frelinghuysen Township, Hampton Boro, Liberty Township, Warren County Habitat for Humanity). He stated that the contracts in red are the contracts received back to date. The Board's approval is required.

Mr. Pryor stated that he is lost. Mr. Davenport stated that every year we get the new contracts coming out and these are the people that have responded and have accepted our terms of our contracts. Mr. Pryor questioned if these prices were offered by us? Mr. Williams stated that these are the prices that the Board approved back in December.

Mr. Davenport motioned to approve 2016 contracts listed in red (All American Carting, Blue Diamond, D. Lovenberg's Rolloff Services Inc., Environmental Transport Group, Gaeta Recycling Co. Inc., Montella Landscaping, N. Tassielli Disposal, Russel Reid, S&L Equipment, Weidlick's, Franklin Township, Frelinghuysen Township, Hampton Boro, Liberty Township, Warren County Habitat for Humanity), seconded by **Mr. Cannon**.

Mr. Cannon questioned Mr. Williams if there was any resistance? Negotiations? Mr. Williams replied with not yet. Mr. Williams stated that a few of our larger haulers have not returned their contracts.

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

NEW BUSINESS

Mr. Williams stated that on December 28, 2015 he received a call from Mr. Bill Gleba, the County Engineer, and they had set up a meeting with Tilcon. They asked if we would like to participate. The Chairman, Vice-Chairman and Mr. Williams attended the meeting between the County Engineer and Tilcon regarding the road crossing. He asked Tilcon if they would come before our Board at the March meeting and they agreed. He stated that he does not think that the PCFA has a say regarding the road crossing. They have met all the DOT requirements from what the County Engineer has said and they are moving forward with either lights or something to that effect, which has not been determined.

Mr. Williams stated that Tilcon will prepare a power point presentation for our March meeting of the type of road crossing and the lighting that they are proposing. Mr. Davenport stated that it was evident that they have chosen the road crossing as their method of moving the big trucks. He stated that as Mr. Williams stated that he does not think that we have any say in this but if we wanted to we could at least issue some sort of statement. Mr. Williams stated that all the issues regarding who owns the road, have all been worked out between White Township and Oxford. The road has been completely turned over to the County. The easements have all been worked out. He also stated that Tilcon did perform another study for line of site. He asked for them to provide us with this new report and they would get this to us along with some other documentations prior to the March meeting.

Mr. Mach stated that this was not a take it or leave it discussion. It was just a discussion. He took it as the changing of the guard because their engineer (at the County level) was leaving and a new engineer

was taking over. They pretty much stated their position of where they are right now. They will meet with us in March and will explain to the Board what they have and how they have been doing. He stated that this does not say that we cannot object. Mr. Williams stated that he is sure that we can object but he does not know if it has any weight to it.

Mr. Allen questioned if they have to go through the County Planning Board? Mr. Williams replied with eventually they will. Mr. Allen questioned would we have input to the Warren County Planning Board if we had any objections or concerns. Mr. Williams stated that he is not sure how that process works. Mr. Mach replied yes if it goes before the Planning Board. Mr. Allen thinks it should be required to go before the planning board because it is a County road. Mr. Tipton agreed.

Mr. Williams stated that he believes that they said that their application has to be in by June. Mr. Davenport agreed.

Mr. Williams presented a report for the year end of the collected tires. He stated that it was a total of 1,525 tires that were collected since July.

GENERAL COUNSEL'S REPORT

Mr. Tipton stated that he has no report.

OTHER BUSINESS

None

CLOSING PUBLIC COMMENT

None

PRESS COMMENTS & QUESTIONS

None

ADJOURNMENT

With no other business to discuss, **Mr. Pryor** motioned to Adjourn, seconded by **Mr. Davenport**, at 12:25 pm.

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

Respectfully submitted by:
Jamie Banghart, Recording Secretary

Approved: 02/22/16