

**Meeting of April 20, 2017**  
**Maintenance**

A meeting of the Joint Meeting was held on the above date at the Maplewood Municipal Building at 4:00 p.m. Chairperson Levison in the Chair.

The Executive Director read the following statement:

Pursuant to Section #5, Chapter 231, P.L. 1975, notice of this meeting has been provided to the public by posting and maintaining the annual notice of the regular meetings of the Joint Meeting on the bulletin board of the Maplewood Municipal Building; by mailing the annual notice of the regular meetings for 2017 to the Star Ledger, The Home News Tribune and to the offices of the Municipal Clerks of the 11 member municipalities of the Joint Meeting and to the City Clerk of the City of Elizabeth and to the County Clerks' Office of the Counties of Essex and Union, all on December 22, 2016.

On roll call the following members were present: Messrs. DeAugustine, DeLuca, Meola Levison, Florio, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins. Mr. Guarino arrived at 4:05 p.m and Mr. Sun arrived at 4:55 p.m.

Also in attendance were Messrs. McGhee, Dowhan, Terrezza, Phillips, L. Berkeley, Esq. and Ms. DeFrancis of Joint Meeting; E. Webster and J. Noble Esq. of Inglesino, Webster, Wyciskala & Taylor, LLC, C. Michelson Esq. of Scarinci Hollenbeck; L. Drozd of Zinn Graves & Fields and Joint Meeting's Consultants CME Associates (CME), AVA Consulting LLC (AVA) and Global Logistics Group (GLG), Mr. J. Van Woert of Waste Management and a court stenographer for the Public Hearing portion of the meeting.

The Chairperson led the pledge of allegiance.

Counsel Webster requested that the agenda be moved to Resolution 050. He has talked to everyone on this item explaining that in October of 2016 correspondence was received from Union asserting that the figures used in the I/I study in 1994 were incorrect. Based on that correspondence it was recognized that the mathematics used were incorrect and an updated report has been done and adjustments have been made.

It now being 4:05 p.m. Mr. Guarino arrived.

Counsel Webster explained a few of the options available to the municipalities for payments; 1) paying in full, 2) up to five (5) years to pay, or 3) using their surplus funds.

On motion by Ms. Chaneyfield Jenkins, seconded by Ms. Talmadge, Resolution 050, Recognizing I/I Adjusted Costs and Authorizing Issuance of Refunds and Payment Plan was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

**Public Hearing – Food Waste**

Counsel Noble read the following statement:

Good Afternoon Members of the Board and members of the public. We are here today for purposes of holding a public hearing pursuant to N.J.S.A. 58:27-24(a) to discuss a proposed contract with Waste Management of New Jersey Inc. for the provision of processed food waste that can be used to increase the production of biogas which is then used as fuel to generate more energy from the Joint Meeting of Essex and Union Counties' Cogeneration Facility. Notice of this public hearing was published in the Star Ledger and the Home News Tribune on April 3, 2017 which is at least 14 days prior to this public hearing as required by the statute. I would ask that the Court Reporter enter as Exhibits 1

and 2 copies of the Affidavits of Publication from the Star Ledger and the Home News Tribune indicating that adequate notice was provided to both papers. Notice of this hearing was also provided to the New Jersey Department of Environmental Protection and the Local Finance Board, within the Department of Community Affairs, Division of Local Government Services by letter dated March 31, 2017. I would ask the Court reporter to enter as Exhibit 3 a copy of the letter to NJDEP and LFB. The proposed contract to be entered into with Waste Management of New Jersey, Inc. was procured under N.J.S.A. 58:27-19 et seq, also known as the New Jersey Wastewater Treatment Public Private Contracting Act. This statute allows for public entities, including municipal authorities like the Joint Meeting, to procure long term wastewater treatment services pursuant to a Request for Proposal Process.

In this instance, on May 2, 2016, the Joint Meeting issued an RFP seeking proposals from firms capable of providing food waste in slurry form that can be fed into the Joint Meeting's Co-generation facility in order to produce biogas which is used as fuel to generate more energy from the Facility.

On June 15, 2016, responses were submitted to the Joint Meeting. The Joint Meeting received only one (1) response from Waste Management of New Jersey, Inc. The response was reviewed by the RFP Review Team. The review team, which consisted of members of the Joint Meeting Staff and members from CME Associates, the Joint Meeting's consulting engineer, concluded that Waste Management's proposal addressed the RFP requirements. The review team concluded that the project should be awarded to Waste Management. When evaluating Waste Management's response the review team considered: (i) their experience with food waste and reputation in the field; (ii) knowledge of the Joint Meeting and the subject matter addressed under the contract (iii) financial capability; (iv) reasonable trucking distance between the processing facility and the Joint Meeting; (v) ability to develop a steady waste flow to the food processing facility; (vi) a respondent's plan to meet Joint Meeting's objective and (vii) other factors demonstrated to be in the best interest of the Joint Meeting.

With these evaluation factors in mind, the review team recommended an award to Waste Management for the following reasons:

1. They have an experienced team - Waste Management NJ is a subsidiary of Waste Management Inc., the largest publicly owned company providing integrated environmental services in North America and the leader in waste management services.
2. Waste Management has established routes and collection systems in place that can provide the foodstock required for the project. They anticipate being able to provide the required foodstock material from commercial, institutional and industrial generators located within New Jersey/New York area.
3. Waste Management has secured a Class C recycling facility in Elizabeth, on Flora Street, that is permitted by the NJDEP to accept, process, store and transfer up to 500 tons per day of Class C recyclable material, which is defined to include source separated food waste and liquid organics. This facility is less than 3.5 miles away from the Joint Meeting.

4. Waste Management has extensive experience processing and producing food waste that is tailored for enhancing co-digestion at municipal wastewater treatment plants. Waste Management is currently involved in similar projects in other parts of the country including in California and New York. Because of this experience Waste Management has developed patented proprietary technology that can successfully prepare and supply the slurry needed by the Joint Meeting to produce additional bio gas at the cogen facility.
5. Because of this experience Waste Management has developed patented proprietary technology that can successfully prepare and supply the slurry needed by the Joint Meeting to produce additional bio gas at the co-gen facility.
6. All costs associated with the development, permitting and construction of the food waste facility will be borne by Waste Management. Waste Management will be responsible for financing all aspects of this project.

The agreement negotiated with Waste Management provides that it will supply the following services to the Joint Meeting:

1. Food waste in “slurry” form a minimum of 10-16% solids that is screened, blended and consistent in solids concentration such that it can be kept in suspension by gentle mixing and can be pumped by centrifugal or positive displacement pumps to storage and co-mingled with waste sludges at the entrance to the anaerobic digester.
2. To deliver the slurry in a closed system. The delivery truck shall discharge to the storage tank using a pneumatic system which is vented back to the truck. The storage tank shall be a closed tank vented to comply with the Air Permit requirements. The slurry is to be evenly distributed to each digester using four (4) separate pumping and piping systems.
3. Guarantee a gradually increasing supply of slurry product up to 5,000 gallons/day for the pilot period. After installation of the permanent facility, increase deliveries by a minimum of 10,000 gallons/day each year until the capacity of the digesters has been reached. With the understanding that the Joint Meeting shall have the right to restrict the amount of food waste based on the performance of the digester process.
4. Develop, obtain permits and construct all parts of this project. All costs associated with the development, permitting and construction of the various aspects of the project shall be the sole responsibility of the Company.

Any additional gas produced as a result of this project shall be the property of the Joint Meeting and shall be for their sole benefit.

The Agreement also states that because the parties have not determined if there will be any additional solids disposal costs or if additional maintenance costs will be incurred because of additional wear and tear on the digesters as a result of this project there will be a pilot period of up to one year to monitor the performance of the digestion process in one of the digesters. At the end of the pilot period, an audit of operations will be performed and the results will be analyzed by all parties. After the analysis, the parties will agree on a mutually beneficial tipping fee to be paid to the Joint Meeting by Waste Management. This

tipping fee will cover the cost of any additional expenses incurred by the Joint Meeting. When agreeing to the amount of the tipping fee the parties will also consider the availability of the product, the tipping fees at other locations, the benefit and value to the Joint Meeting of the additional biogas produced and such other facts that are deemed appropriate to be considered.

If the Joint Meeting determines at the end of the pilot period that the project is not beneficial or a tipping fee cannot be negotiated, it may terminate the agreement. Waste Management also has the right to terminate the relationship if the parties cannot agree on a reasonable tipping fee. If the agreement is terminated, the Joint Meeting retains ownership of any permanently installed equipment and/or facilities constructed on the site for the project.

If the parties agree that the pilot period was successful and they are able to negotiate a tipping fee, the agreement provides for a ten (10) year term with one (1) four (4) year extension to be exercised by the mutual consent of the parties.

Under the agreement, Waste Management also agrees to defend, indemnify, protect and hold harmless the Joint Meeting and its officials from any damage, order, claim, or other demand that may arise from the performance of their obligations pursuant to the Agreement. In addition, Waste Management agrees to provide certain limits of coverage for insurance and name the Joint Meeting as an additional insured. Further, Waste Management will post a performance bond with the Joint Meeting in the amount of \$100,000 which guarantees reimbursement of any costs incurred by the Joint Meeting as a result of accepting food waste during this relationship.

CME Associates explained that Waste Management will install a pilot plant for a one (1) year period to receive and transfer the food waste to the digesters. The pilot plant will be large enough to store material to operate continuously over long week-ends. Mixers will be provided to keep the food waste in suspension, pumps will be provided to transfer the material from the storage tank into the digester selected for the project. All electric power requirements and interconnections will be provided by Waste Management. Joint Meeting's staff will monitor the operation, and Waste Management will provide the maintenance on the new equipment. Bio-gas produced will be monitored and evaluated by Joint Meeting and compared to the digesters that do not have the new food waste added to it. Additional sludge generated by the food waste will also be monitored.

In answer to a question on the procedure of determining the wear and tear on the equipment, Counsel Noble explained it would be if it is costing Joint Meeting more in terms of the project.

CME Associates further explained it will also be based on their performance.

In answer to a question as to whether a one (1) year period would be enough time to determine the wear and tear on the equipment, CME Associates explained that the predominate exposure for wear and tear is preliminarily going to be on their (Waste Management) equipment, not Joint Meeting's. Joint Meeting's equipment is receiving the material. The digesters are really tanks where the material will sit. We don't anticipate any adverse effects on Joint Meeting's equipment by receiving this material. However, what we will be monitoring is that if Waste Management have problems with pumps that will interfere with Joint Meeting's operations, then Joint Meeting will alert Waste Management and the necessary repairs will be made.

In answer to a question as to whether that means the food waste anticipated to be delivered to Joint Meeting is not being delivered and how that would impact Joint Meeting, CME Associates explained that it would impact Joint Meeting because the digesters have become accustomed to receiving a certain amount of food. It's an organic and very active living environment that the digesters are supposed to get and if it doesn't receive it, the digester will literally get sick and Joint Meeting will have to make other arrangements. As far as adverse effects on mechanical aspects of the facility none are anticipated.

In answer as to whether the pilot plant being built is on Waste Management property, CME Associates explained that the pilot plant for the manufacture of the bio-solids will be on Waste Management's property.

In answer to a question as to whether Waste Management has a website where the process can be seen, CME Associates explained that they, together with Joint Meeting's Superintendent went to Orange County, California and witnessed the manufacture of the material. In addition, CME believes that Waste Management has a presentation that may be available to Joint Meeting. The process involves a large screen and a screw so that when they dump the waste into this device, all the plastic and papers from the food will be squeezed by the machine and the food will be squeezed out through the screening and collected and blended with other material to thin it out a little. They did not encounter any odor experience when they visited the facility in California.

In answer to a question as to who charges and receives the tipping fee, Counsel Noble explained that Joint Meeting will receive the tipping fee which will be negotiated further once Joint Meeting understands exactly how the process works, what the benefit is and also what their expenses are.

In answer to a question as to what a tipping fee is, Counsel Noble explained that is the fee/amount of what is paid as a result of the food waste being disposed to Joint Meeting.

In answer to a question as to what the criteria is for a successful pilot program, CME Associates explained that it is one where we anticipate what is going to happen. We are going to be adding more organic material into the digesters which is probably going to be in the ratio of 10% food waste to 90% of existing sludge. We are going to have more organics so the potential of getting volatile destruction is going to go up. Presently, we get approximately 65% volatile destruction of the sludge. Now, we will be adding very concentrated organic material to it and will get destruction of that. The amount of that destruction is unknown at this time. However, when we get that destruction we will produce more gas which can be used to run the engines so we won't have to use as much natural gas.

In answer to question as to the parameters or the expectation of methane that is going to be produced or the reduction of the amount of sludge, Mr. Van Woert of Waste Management explained that the number is not known. In their experience each digester is different. Therefore, you end up with varying degrees of volatile destruction and the amount of gas generated is also slightly different. It is also dependent on the performance of the digester.

CME Associates further explained that the pilot program will determine that and one (1) year from the start-up of the program that question will be able to be answered.

In answer to a question as to the expectation of using the other digesters for this process, CME Associates explained that if the pilot program is successful then Waste Management will build a permanent plant and pipe the food waste to all four (4) digesters.

In answer to a question on the average tipping fees and whether Joint Meeting has a price or idea what their facility's would be, CME Associates explained that presently Joint Meeting is charging upwards to \$.10 per gallon for fats, oils and greases that are being presently tipped at our facility. Last year it generated approximately \$600,000.00 in revenue. However, this is significantly different in so far as in addition to the tipping fee there is a value to the gas that will enable Joint Meeting to wean off of natural gas, which we pay approximately \$35,000.00 to \$40,000.00 per month for. In addition, we may be able to increase the production of electricity by being able to increase the number of generators thereby further reducing the amount of electricity that we purchase from PSE&G which presently is approximately \$50,000.00 to \$60,000.00 per month. All of these factors have to weigh against the cost of increased sludge production and disposal and the quantity of material that returns to the plant after it is dewatered. There are a lot of calculations and evaluations that have to be done prior to determining whether or not this is a cost effective process.

In answer to a question that if we don't put in another generator would Joint Meeting have excess gas produced, CME Associates explained that would not necessarily be because presently Joint Meeting does not produce enough gas to have all of the generators on methane gas 100% of the time. However, we will be able to keep more of them on our own digester gas which will reduce the amount of gas Joint Meeting has to purchase.

In answer to a question about the additional sludge that has to be disposed of after the process is over, CME Associates explained that is because the process is introducing additional solids to our process which will be decomposed by the digesters and what remains has to be disposed of. Therefore, we have to offset or calculate what the additional cost for disposal is which will be impacted by the additional revenue or savings Joint Meeting will receive because of this process.

In answer to a question as to whether Joint Meeting sells the sludge, CME Associates explained that Joint Meeting does not sell the sludge, After the sludge is dewatered it is sent out to composts. In the past, Joint Meeting added lime to the sludge but then contracted out to have it composed which is cheaper.

In answer to a question on the evaluation after the one (1) year pilot program, Counsel Noble explained that the pilot program is to figure out all the factors so that the tipping fee is based on accurate information.

In answer to a question as to whether any of the preparatory equipment will be on Joint Meeting's property, Mr. Van Woert explained that the extruders will be. Waste Management will do all the preprocessing of the food waste before it is delivered to Joint Meeting. As previously mentioned, they will bring in the storage tank with the mixing pumps, etc.. If after the one (1) year pilot program it is determined that a mutually beneficial agreement can't be reached then the equipment will be removed. The processing equipment will be located at Waste Management's facility located at Flora Street in Elizabeth. They are permitted through NJDEP to receive the food waste which will be

processed at the Flora Street Facility. Then a sealed tank truck will deliver the food waste or the engineered bio-slurry which will be connected by hose to the storage tank on site and sent to the digesters.

In answer to a question as to whether the project is covered by prevailing wage, CME Associates explained that Waste Management will have to meet the same regulations that any contractor would have to meet on Joint Meeting's site which will be monitored by Joint Meeting and CME Associates.

In answer to a question on the equipment being either temporary or permanent and Waste Management being responsible for the maintenance and removal of it and will this change after the pilot program is over or will Waste Management always be responsible for the equipment, CME Associates explained that if the project does not go forward then Waste Management will remove their portable equipment which will be a tank truck, pumps and mixers. There will be some electrical work done inside the building to run power to it, conduit and wire, some piping work, which will stay. Any piping outside the building that goes to their equipment will be removed. However, if Joint Meeting goes forward Waste Management will move the pilot plant to one (1) side and construct a permanent facility which will be connected to all four (4) digesters. Power, piping, valves whatever is necessary to make the project work. If it is a permanent project, Joint Meeting will operate the equipment, However, the maintenance costs of the equipment will be the responsibility of Waste Management.

In answer to a question as to whether there could be a Union problem since Joint Meeting is a Union site and with Waste Management doing the maintenance, CME Associates explained that in the past Joint Meeting has had non-union contractors on-site and as long as they paid the prevailing wage there were no grievances.

Counsel Noble further explained that the equipment that will be on-site will be Waste Management's and not Joint Meeting's.

In answer to a question as to whether at this time the Board is only approving the pilot project, Counsel Noble explained that the agreement encompasses both the pilot project and the formal agreement for the ten (10) years with one (1) four(4) year extension. However, Joint Meeting does not get to that continued agreement if the pilot project is not successful.

In answer to a question as to who ultimately makes the decision as to whether the pilot project is successful or not, and should Joint Meeting move forward and have Waste Management construct a permanent facility, Counsel Noble explained that at that time it would be brought before the Board for approval and a vote.

In answer to a question as to where Waste Management gets its product for the food waste, Mr. Van Woert explained that they have commercial customers throughout the local counties and municipalities, food processors, institutions, industrial, etc. With the pilot project they are starting with establishments of larger food processors because of the volume that would be available. However, as the project expands they will eventually go out to restaurants and others.

Mayor DeLuca stated that if the pilot project is successful there would be an internal benefit to the food establishments in the member municipalities such as the tipping fee and

the environmental contribution of recycling the food waste.

Mr. Van Woert explained that Joint Meeting would be Waste Management's third facility on the East Coast as they have facilities in New York City and Boston. In New Jersey they have an agreement with RVSA which is similar to what is being proposed with Joint Meeting. However, there was no pilot project with RVSA they are actually going to a full scale operation.

Mr. Van Woert further explained that any training needed by Joint Meeting's employees would be undertaken by Waste Management personnel. They try to provide equipment similar to what is already at the facility so that the employees would be somewhat familiar with the equipment.

Counsel Noble asked if there was anyone from the public wishing to address the Board on the pilot project with Waste Management.

In answer to a question by Ms. Aronson of South Orange as to how much it's going to cost the residents of the municipalities, Counsel Noble explained that since the cost is being incurred by Waste Management there is no cost to the municipalities or their residents.

Counsel Noble again asked if there was anyone wishing to address the Board. Hearing no one Counsel Noble stated that the public portion of the hearing is now concluded. However, under the New Jersey Wastewater Treatment Public/Private Contracting Act, written comments can be forwarded to Joint Meeting up to seven (7) days following this Public Hearing. Therefore, Joint Meeting will accept any written comments from members of the public until the close of business on Thursday, April 27, 2017. At the May meeting a resolution will be presented to the Board for approval of the proposed contract between Joint Meeting and Waste Management. That agreement will ultimately be sent to the Local Finance Board and the NJDEP, both of whose approval is needed before Joint Meeting and Waste Management can sign the agreement.

Counsel Noble declared that the Public Hearing was now concluded.

On motion by Mayor DeLuca, seconded by Mr. Florio, the minutes of the last meeting were approved as printed. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Chaneyfield Jenkins, seconded by Ms. Burgess, the Treasurer's Report having been mailed to the Board members was received and ordered printed. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

The following verbal report was given:

Personnel & Procurement Committee: Mayor DeLuca stated that the Committee had met, discussed and recommends authorization of the following: amending contract with CME Associates for Digester No. 1 Cleaning and Modification (R-038); award of a contract to BASF Corporation for furnishing and delivering Bulk Dry Polymer (R-039); award of a contract to Redzone Robotics Inc. for providing combined CCTV/Sonar Inspection Services for 36 inch to 81 inch diameter Trunk Lines on an "As Needed" Basis (R-040); award of a contract to National Water Main Cleaning Co. for providing CCTV

Inspection Services for 10 inch to 24 inch diameter Trunk Lines on an “As Needed” Basis (R-041); award of a contract to MCVAC Environmental Services for providing CCTV Inspection Services for 27 inch to 81 inch diameter Trunk Lines on an “As Needed” Basis (R-042); award of a contract to Thela Air, LLC for Co-Generation Facility Activated Carbon Media Removal Disposal and Reloading of Vessel #301 for Hydrogen Sulfide Removal (R-043); award of a contract to Nichem Company for Co-Generation Facility Supply and Delivery of Activated Carbon Media Vessel #301 for Hydrogen Sulfide Removal (R-044); Purchase Order to Franklin Miller Inc. for furnishing and delivering two (2) Taskmaster Grinders (R-045); Purchase Order to Kaman Industrial Technologies for furnishing and delivering two (2) Screen House Shaftless Screws (R-046); Purchase Order to Northeast Industrial Tech, Inc. for furnishing and delivering Eighty (80) Dewatering Facility Screw Trough Liners (R-047); Purchase Order to Northeast Industrial Tech, Inc. for furnishing and delivering Thirty (30) Screen House Screw Trough Liners (R-048); Purchase Order to Industrial Hard Chromium Co., Inc. for providing Rotor Repairs and Re-Chroming (R-049) and Recognizing I/I Adjusted Costs and Authorizing Issuance of Refunds and Payment Plan (R-050).

On motion by Mayor DeLuca, seconded by Mr. Florio, Resolution 038, Amending Contract with CME Associates for Professional Engineering Services Related to Digester No. 1 Cleaning and Modification was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Mr. DeAugustine, seconded by Ms. Talmadge, Resolution 039, awarding a Contract to BASF Corporation for Furnishing and Delivering Bulk Dry Polymer was adopted. On roll call; ayes, DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Mr. DeAugustine, seconded by Mr. Florio, Resolution 040, awarding a Contract to Redzone Robotics Inc. for Providing Combined CCTV/Sonar Inspection Services for 36-inch to 81-inch Diameter Trunk Lines on an “As Needed” Basis was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Talmadge, seconded by Mr. Guarino, Resolution 041, awarding a Contract to National Water Main Cleaning Co. for Providing CCTV Inspection Services for 10-inch to 24-inch Diameter Trunk Lines on an “As Needed” Basis was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Talmadge, seconded by Mr. Florio, Resolution 042, awarding a Contract to McVac Environmental Services for Providing CCTV Inspection Services 27-inch to 81-inch Diameter Trunk Lines on an “As Needed” Basis was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Chaneyfield Jenkins, seconded by Mr. DeAugustine, Resolution 043, awarding a Contract to Thela Air, LLC for Co-Generation Facility Activated Carbon Media Removal, Disposal and Reloading, of Vessel #301 for Hydrogen Sulfide Removal

was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Chaneyfield Jenkins, seconded by Mr. Florio, Resolution 044, awarding a Contract to Nichem Company for Co-Generation Facility Supply and Delivery of Activated Carbon Media Vessel #301 for Hydrogen Sulfide Removal was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Chaneyfield Jenkins, seconded by Ms. Burgess, Resolution 045, authorizing a Purchase Order to Franklin Miller Inc. for Furnishing and Delivering Two (2) Taskmaster Grinders was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Chaneyfield Jenkins, seconded by Mr. Meola, Resolution 046, authorizing a Purchase Order to Kaman Industrial Technologies for Furnishing and Delivering two (2) Screen House Shaftless Screws was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Ms. Chaneyfield Jenkins, seconded by Mr. DeAugustine, Resolution 047, authorizing a Purchase Order to Northeast Industrial Tech, Inc. for Furnishing and Delivering Eighty (80) Dewatering Facility Screw Trough Liners was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess Eglow and Chaneyfield Jenkins; nays, none.

On motion by Mr. DeAugustine, seconded by Mr. Meola, Resolution 048, authorizing a Purchase Order to Northeast Industrial Tech, Inc. for Furnishing and Delivering Thirty (30) Screen House Screw Trough Liners was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Mr. DeAugustine, seconded by Mr. Guarino, Resolution 049, authorizing a Purchase Order to Industrial Hard Chromium Co., Inc. for Providing Rotor Repairs and Re-Chroming was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Mayor DeLuca, seconded by Mr. Florio, Resolution 037, approving payment of bills was adopted. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Mayor DeLuca, seconded by Ms. Chaneyfield Jenkins, the 2016 Operations Report (Annual), 2016 Annual User Charge Apportionment Report, 2016 Surplus (schedules 5 & 6), Treatment Plant and Industrial Pretreatment Reports having been mailed to the Board members were received and ordered printed. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

On motion by Mayor DeLuca, seconded by Mr. Florio, the General Counsel, Labor & Employment Counsel, Engineering, and Food Waste for Co-Digestion Proposal Evaluation Reports having been mailed to the Board members were received and ordered printed. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

The correspondence was received and will be filed.

The Chairperson asked if there was anyone wishing to address the Board on any Joint Meeting matter with a five-minute limit. Hearing no one the Public Session was declared closed.

It now being 4:55 p.m. Mr. Sun arrived.

The Chairperson read the following statement which on motion by Ms. Chaneyfield Jenkins, seconded by Mr. Meola, was received and ordered printed. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Sun, Florio, Guarino, Ms. Talmadge Burgess, Eglow and Chaneyfield Jenkins; nays, none.

In accordance with Section 8 of the Open Public Meeting Act, Chapter 231, P.L. 1975, permitting the exclusion of the public from a meeting in certain circumstances and as the Joint Meeting is of the opinion that such circumstances presently exist as the general nature of the subject matter to be discussed is Personnel and it is anticipated at this time that this subject matter will be made public upon reconvening.

Upon reconvening on motion by Mayor DeLuca, seconded by Ms. Chaneyfield Jenkins, Resolution 051, Approving an Amended and Restated Employment Agreement for the Executive Director was tabled until the May meeting. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Sun, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

There being no further business on motion by Mr. Guarino, seconded by Mayor DeLuca, the meeting then adjourned to meet again on Thursday, May 18, 2017, at the Maplewood Municipal Building at 4:00 p.m. unless called earlier by the Chair. On roll call; ayes, Messrs. DeAugustine, DeLuca, Meola, Levison, Sun, Florio, Guarino, Ms. Talmadge, Burgess, Eglow and Chaneyfield Jenkins; nays, none.

Respectfully submitted,

Richard Sun  
Secretary