Meeting of October 15, 2015
Maintenance

A meeting of the Joint Meeting was held on the above date at the Maplewood Municipal Building at 4:00 p.m. Chairperson Florio 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 2015 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 29, 2014.

On roll call the following members were present: Messrs. Hughes, Tillotson, Elmarassy (Alternate), Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins.

Also in attendance were Messrs. McGhee, Dowhan, Terrezza, Phillips, Barry, Berkeley, Esq. and Ms. DeFrancis of Joint Meeting; E. Webster, O. Weaver and J. Noble Esq., Inglesino, Webster, Wyciskala & Taylor, LLC; Joint Meeting's Consultants CME Associates (CME), AVA Consulting LLC (AVA) and Global Logistics Group (GLG).

The Chairperson led the pledge of allegiance.

On motion by Mr. Levison, seconded by Mr. Hughes, the minutes of the last meeting were approved as printed. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Ms. Saxton, seconded by Mr. McTernan, the **Treasurer's Report** having been mailed to the Board members was received and ordered printed. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Ms. Saxton, seconded by Mr. McTernan, Resolution 094, Confirming Committee Appointments (Revised) made by the Chairperson of Joint Meeting for 2015 having been mailed to the Board members was received and ordered. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton and Leventhal; nays, none; Ms. Chaneyfield-Jenkins (unavailable to vote).

The following verbal report was given:

Personnel & Procurement Committee: Ms. Leventhal stated that the Committee had met, discussed and recommends authorization of the following: award of a contract to Paulus, Sokolowski & Sartor, LLC (PS&S) for Architectural Services needed to complete a Conceptual Plan for additional Office and Storage Space (R-095); award of a contract to Polydyne Inc. for furnishing and delivering Bulk Liquid Polymer (R-096); award of a contract to Kuehne Chemical Company, Inc. for furnishing and delivering 15% Sodium Hypochlorite (R-097); award of a contract to George S. Coyne Chemical Co., Inc. for furnishing and delivering Potassium Permanganate (R-098); award of a contract to Montana Construction Corp., Inc. for Excavation and Repair Services on an "As Needed" Basis (R-099); Emergency Purchase Order to Foley Inc. for a Caterpillar Genset for the CoGeneration Facility (R-100), Purchase Order to Industrial Metal, Inc. for furnishing and delivering One (1) Centerless Conveyor Screw (R-101) and Execution of a Right Of Access Agreement between Joint Meeting and Lincoln Electric Products Co., Inc. (R-102).

Mr. John Vena of Paulus Sokolowski & Sartor Engineering (PS&S) stated that a meeting was held with Joint Meeting's staff who expressed the need for additional office space as well as meeting/training room and additional storage space. Currently, on the facility many of the employees are housed in temporary trailers. The study will include portions of the old laboratory building and the basement of the Main Pump Building. We are talking about utilizing available space, not about new buildings. Retrofitting the old laboratory building and the old primary sludge building. Their scope would be to come up with a conceptual plan, not a final design but a layout of all of the facilities, offices/cubicles, meeting rooms, break rooms where required including whatever would be needed conceptually for heating, ventilating, air conditioning, plumbing and electrical facilities. They would lay that all out and would come up with a construction cost estimate which would be used by the Joint Meeting to plan going forward whether they want to move ahead or budget for this type of project. PS&S is a Consulting Engineering Firm but can do all architectural in house and since he and his team were involved with the design of the new laboratory building they are familiar with the facilities.

On motion by Ms. Leventhal, seconded by Ms. Saxton, Resolution 095, awarding a Contract to Paulus, Sokolowski & Sartor, LLC for Architectural Services needed to complete a Conceptual Plan for Additional Office and Storage Space was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton and Leventhal; nays, none; Ms. Chaneyfield-Jenkins (unavailable to vote).

Ms. Leventhal stated that the next resolution and the two (2) succeeding resolutions have been slightly amended. Resolution 096, includes a statement at the very bottom that says that this is for a total amount not to exceed $327,000.00 over two (2) years so basically we took what we expected the need to be, multiplied it by the per pound and came up with the total amount not to exceed. On Resolution 097 it's the other way around actually, we added what the per gallon cost is on page 2, number 2, it would read Kuehne Chemical Company, Inc. in the amount of $0.6697 per gallon for a total amount not to exceed $870,610.00 and Resolution 098 goes back and puts in the total amount not to exceed of $85,670.00 over two (2) years. What we did was clarify the base product amount figure and then extrapolated that into the need and made it the full course not to exceed.

On motion by Mr. McTernan, seconded by Mr. Cirilo, Resolution 096, awarding a Contract to Polydyne Inc. for Furnishing and Delivering Bulk Liquid Polymer was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Mr. Hughes, seconded by Ms. Leventhal, Resolution 097, awarding a Contract to Kuehne Chemical Company, Inc. for Furnishing and Delivering 15% Sodium Hypochlorite was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Mr. McTernan, seconded by Mr. Hughes, Resolution 098, awarding a Contract to George S. Coyne Chemical Co., Inc. for Furnishing and Delivering Potassium Permanganate was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Mr. Levison, seconded by Ms. Chaneyfield-Jenkins, Resolution 099, awarding a contract to Montana Construction Corp., Inc. for Excavation and Repair Services On An "As Needed" Basis was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

With regard to Resolution 100 Ms. Leventhal explain that she would like the Board to reference the 5th WHEREAS from the bottom of page 1 so it will read WHEREAS Foley Inc. has the replacement

generator for the Co-Generation Facility. It's not a part, it's the replacement generator. So the next WHEREAS we have to say the cost of the generator is approximately $125,000.00 and reads properly in #1 on page 2.

The Plant Superintendent explained that Resolution 100 pertains to is the Co-Generation Facility where we have four (4) generators which have been in existence for a number of years and are used to generate electricity resulting in a savings for Joint Meeting. Rather than purchasing we generate. There are four (4) engines and normally three (3) out of the four (4) are operated and one (1) is on standby. In late September one (1) of the engines we had a generator that failed. Joint Meeting's staff figured it would be best to troubleshoot but could not restore the service. Following that we called in Foley Power Systems, who provide service for these generators. They investigated it and they could not restore service onsite. Their recommendation is to remove the generator to do a thorough physical inspection. In the meantime we only have three (3) engines available and there is always the possibility that we could go down to two (2). Running on two (2) engines during a power failure runs the risk of the facility not being paid to operate commission critical equipment. Therefore, we recommend that we go out for emergency procurement, get a new generator which takes about twelve (12) weeks plus additional time to install and start it up at a cost of $125,000.00.

Ms. Leventhal asked if this then would have us with four (4) or five (5) generators?

The Plant Superintendent stated that we only have four (4) generators.

Ms. Leventhal stated that we have four (4) generators so the reason the broken one (1) will be taken apart and looked at is to discover what happened but this is the replacement for it.

The Chairperson asked if there is any reason why we might, if it is not a significant thing to repair that broken generator, have it and store it in case it is needed in the future.

Mr. Levison stated that there is a need for a distinction between the generator and the engine. The engine is alright it's the generator which is an attachment to the engineer.

The Plant Superintendent explained that it's an engine connected to the generator. The engine operates and turns the generator and this is only the generator portion of it.

Ms. Leventhal is there going to be two on the shelf.

Mr. McTernan stated that eventually there might if the broken one is fixable.

CME Associates explained that one (1) remains onsite and ready to go. The fourth engine is ready to run. The one that may or may not be repaired as a spare will sit on the shelve. So there will only be one (1) spare.

Ms. Leventhal asked what Joint Meeting is saving?

CME Associates explained that in the budget shows that the value of the power that we generate is about 2.6 or 2.7 million dollars a year. Not being able to do that not only prevents us from having standby power in the event we lose utility power, as we did during Sandy but it is also a huge component of the savings that Joint Meeting realizes.

On motion by Ms. Chaneyfield-Jenkins, seconded by Mr. Cirilo, Resolution 100, authorizing an Emergency Purchase Order to Foley Inc. for the purchase of a Caterpillar Genset for the Co-Generation Facility was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Mr. Elmarassy, seconded by Ms. Chaneyfield-Jenkins, Resolution 101, authorizing a Purchase Order to Industrial Metal Inc. for Furnishing and Delivering One (1) Centerless Conveyor Screw was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

The Chairperson stated that we have Resolution 102 regarding the Right of Access Agreement

between Joint Meeting of Essex and Union Counties and Lincoln Electric Products does anyone want to give a brief on that.

Counsel Noble explained that Joint Meeting has a sewer line that runs along their property and currently has an easement on the property and the property owners contact Joint Meeting because they have to do remediation (soil and groundwater testing) and part of it is that they need to do it in the easement area. Joint Meeting looked at it and told Lincoln Electric that if they want to do some work we obviously need to have access agreement that will control what is going to happen on the property. Basically, the biggest thing is that Joint Meeting has asked that they pay for CCTV inspections before and after the work to make sure that there is no issue with the line prior to the work getting done and then to make sure after the remediation work is done and the testing is done onsite that the pipe is still in the same condition that it was in before so that's why the testing after the fact is required. Part of the access agreement says the property owner will be responsible for any damage done to the pipe or any if anything happens on it they have to put the property back to the same condition that it was in before. It basically protects Joint Meeting's rights. The agreement is very much in Joint Meeting's favor as it is asking them to pay for the inspection before and after the work; it also provides that if Joint Meeting determines at the pre-inspection that the pipe is not in condition to withstand any kind of activity going on in the area, Joint Meeting has the right to tell them that they can't perform that activity and obviously the inspection after the fact is to make sure that the pipe is in adequate condition afterwards and that no there been no damage done. If for some reason there is some damage done, they have the responsibility under the agreement to take care of it and repair it and put it back to its original condition.

Counsel Webster suggested that the Board vote on Resolution 100 and they will get the document to the Board and if any member has an objection they should call the Executive Director. Nothing will be distributed for two (2) weeks if the Board is not heard from.

Mr. Levison stated that Exhibit A is the Scope of Work so there is no definition of the scope of work.

Counsel Webster stated that it could then be tabled.

The Chairperson stated that as he understands it, the Board is going to vote on this tonight and the paperwork will not be released for two (2) weeks until the members get the Scope of Work and other documents.

Counsel Webster stated that is correct or they can call the members if they haven't heard from them.

With the above stipulation, on motion by Mr. McTernan, seconded by Mr. Hughes, Resolution 102, authorizing Execution of Right Of Access Agreement Between The Joint Meeting of Essex and Union Counties and Lincoln Electric Products Co., Inc. was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

Counsel Webster stated that a court stenographer is here to today because this has to be a verbatim transcript.

Special Public Hearing: RFP for a public private partnership for the Provision of Food Waste for Co-Digestion. Counsel Webster explained that since the hearing has to be verbatim for the accuracy of the minutes to be sent to the State, a court stenographer is here today for this portion of the meeting.

Counsel Webster: Good afternoon Members of the Board and members of the public. We are here today for the purpose of holding a public meeting 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 amount of energy produced by the Joint Meeting of Essex and

Union Counties' Co-Generation Facility. Notice of this public hearing was published in the Star Ledger and the Home News Tribune on September 29, 2015, which was at least fourteen (14) days prior to this public hearing as required by statute. I would ask that the Court Reporter enter as Exhibit l copies of the Affidavits of Publication from the Star Ledger and the Home News Tribune indicating that adequate notice was provided. Notice of this hearing was also provided to the New Jersey Department of Environmental Protection and to the New Jersey Local Finance Board, within the Department of Community Affairs and the Division of Local Government Services.

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 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 June 8, 2015, the Joint Meeting issued a RFP seeking proposals from firms capable of providing food waste in slurry form that can be used within the Joint Meeting's Co-Digestion System to generate additional gas.

On July 30, 2015, the date proposals were due, the Joint Meeting received two (2) responses to its RFP. The two responses were from WeCare Organics LLC and Waste Management of New Jersey, Inc.. The two responses were reviewed by the RFP Review Team. The review team concluded that WeCare Organics proposal was inconsistent with the RFP as the company proposed an alternate business plan that involved replacing the pre-existing sludge dryers with new technology. Not something envisioned within this RFP.

The RFP review team found that Waste Management's proposal addressed the RFP requirements. The review team concluded that the project should be awarded to Waste Management.

The reasons for recommending an award to Waste Management are as follows:

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 Northern, New Jersey.
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.
5. Because of this experience, Waste Management has developed patented proprietary technology that can successful 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 this project will be financed by Waste Management. Waste Management will be responsible for financing all aspects of this project.

Waste Management also understands that the Joint Meeting has not determined what true costs, if any, there may be for additional solids disposal, additional maintenance and wear and tear on the digesters that might arise as a result of the process. As such, under the contract with Waste Management there will be a pilot period of up to one year to monitor the performance of the 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 costs 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 and such other facts that can be demonstrated to be relevant.

Any additional gas that is produced as a result of this project belongs to the Joint Meeting and is for their exclusive benefit alone.

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, the Joint Meeting has the right to terminate the relationship with Waste Management. If the agreement is terminated, the Joint Meeting retains ownership of any equipment and/or facilities constructed on the site for the project.

If the pilot period is determined to be successful and the Joint Meeting desires to continue the project, the agreement provides for a five (5) year term with two (2) five (5) year extensions.

Counsel Webster asked Mr. Henry Johnsen of CME Associates to provide a brief overview of the technical aspects of Waste Management's proposal and the project.

Mr. Johnsen explained that: 1) the proposal is to provide processed food waste to the Joint Meeting in slurry form that can be commingled with the sludge to enhance the production of digester gas in the digesters. 2) Waste Management will prepare the slurry offsite and deliver it to a pilot plant adjacent to one of the digesters. The pilot plant operation will be conducted for approximately one (1) year. If the operation proves worthwhile, Waste Management will construct a full scale receiving facility. 3) The pilot plant will be a pre-engineered frac tank, including mixers, pumps, air scrubbers, flow meters, valves, piping and a control panel. The unit will be installed on the westerly side of the digester complex because it's accessible by tank truck with the slurry. The slurry will be pumped into one (1) of the four (4) digesters as part of the pilot program. The amount of digester gas produced and solids concentration will be compared to the remaining digesters as part of the pilot plant study. 4) The value of the gas produced for co-generation will be compared to the increased cost of sludge production as justification for a full scale project.

With that Counsel Webster opened the floor and asked if there was any Board member that had any questions.

The Chairperson, Mr. Florio, asked if this test is going to be outside of our normal operation. It sounds like it's going to be a separate thing set up to do this.

Mr. J. Bonaccorso of CME Associates explained that the flow that comes from the receiving system that is going to be installed will be dedicated to one (1) of the four (4) tanks so that the net impacts of that flow can be observed and measured and monitored.

The Chairperson, Mr. Florio, asked if it's successful, in future, are you going to mix that slurry with your current sludge, in which case you haven't tested it yet (mixed together).

Mr. J. Bonaccorso of CME Associates explained that the flow will be co-mingled with a portion of sludge into one (1) tank.

The Chairperson, Mr. Florio, asked if it would be a separate tank.

Mr. J. Bonaccorso of CME Associates replied yes.

The Chairperson, Mr. Florio, asked if the tipping means it is cheaper for them to pay us money rather than get rid of it someplace else.

Counsel Webster explained that the tipping fee is a fee that we established that they would pay us to drop the slurry off. They are doing in now in California and New York. Some of Joint Meeting's staff went to California to see the facility there. It is definitely a mutual and beneficial and economic situation or else they wouldn't do it. They would hope to negotiate a price that would allow them to recoup, obviously, the cost and it would be cheaper than sending it to a landfill.

Mr. McTernan asked with the testing but what, besides the benefit to Joint Meeting of getting the tipping fee, what is our expectation of the percent increase in gas that this would produce or do we not have any.

Mr. J. Bonaccorso of CME Associates explained that we won't know that until we do the pilot, but it would be our expectation and our hope that a sufficient amount of gas ultimately can be produced such that we can direct that gas to one (1) or two (2) additional co-generation units to enable us to connect another portion of the plant to our co-generation system.

Mr. McTernan stated that sounds fairly significant.

Mr. J. Bonaccorso of CME Associates explained that it's tremendously significant. In addition to that, the energy resiliency bank will also look upon it as a potentially fundable project on our end in order for us to install the additional engines.

Mr. Levison asked if this would create excess gas greater than what we would consume in the current generators or would it require us to put another engine in. How do we dispose of it and what percentage of total electric do we generate currently and if we produce more than 100% of the requirement could we sell it off.

Mr. J. Bonaccorso of CME Associates explained that it would be more than what we could use in our current generators and he has already flared it. We have flares now which almost never burn because we literally use 100% of the gas that is produced. Currently, we produced about 92% of the power that is needed for the Treatment Plant. Overall, if you include the parts of the plant that are not connected (this is in the monthly operational report) and he believes that it is 85% or 86% of the total quantity of power that Joint Meeting consumes. There are rules that would prohibit us from doing that unless we can show that we are connected physically to another system. For example, Phelps Dodge is a company that's right down the street from us. If they could use some portion of our co-generated energy whether it be heat or power then we might be able to get around those regulations but those are things that would only be looked at very far down the road.

Mr. Levison stated that then we would be a distributor.

Mr. J. Bonaccorso explained that is correct and that means that different regulations would impact us.

The Chairperson, Mr. Florio, asked if any other board member had questions. He also asked counsel if a motion is needed to go ahead with this.

Counsel Webster replied no, he has to open it up for public comment. It is now time to open the floor up to any member of the public that may have any question with respect to this project and/or proposed contract.

Counsel Webster again asked if there was any member of the public that would like to speak. Seeing none, that concludes the public portion of this hearing. However, the New Jersey Wastewater Treatment Public Private Contracting Act provides that written comments can be forwarded to Joint Meeting for up to seven (7) days following the public hearing. As such the Joint Meeting will accept any comment(s) from members of the public until the close of business on October 22, 2015. The Joint

Meeting is located at 500 South First Street, Elizabeth, N.J. 07202 or we will accept via facsimile at 908-353-7925. Again the agreement to be entered into between the Joint Meeting and Waste Management is subject to the approval by the Local Finance Board and comment by the NJDEP. At the next Board meeting, a resolution will be listed for the Board to consider the approval of this agreement.

Counsel Webster stated that this concludes the public hearing except for any written comments that are to be submitted to the Joint Meeting before the end of business on October 22, 2015.

Mr. Bonaccorso of CME Associates gave the following verbal report on the Finance and Budget Committee meeting:

2016 Budget – a draft copy of the 2016 budget was distributed to the members for their review. At the November meeting the budget will be introduced and thoroughly discussed for adoption. However, if any member has a question(s) while reviewing the budget they should call the Executive Director at the office.

On motion by Ms. Chaneyfield-Jenkins, seconded by Mr. Levison, the **Treatment Plant and the Industrial Pretreatment Reports** having been mailed to the Board members were received and ordered printed. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Ms. Chaneyfield-Jenkins, seconded by Mr. Cirilo, **Conflict Counsel (no report), Special Labor Counsel and Engineering Reports** having been mailed to the Board members were received and ordered printed. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

On motion by Mr. Hughes, seconded by Mr. McTernan, the correspondence was received and will be filed. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

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.

On motion by Ms. Saxton, seconded by Mr. Elmarassy, Resolution 093, approving payment of Bills was adopted. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

Mayor Tillotson stated that Millburn is honoring Councilwoman Haimoff on December 15, 2015 at 8:00 p.m. and extended an invitation to the Board members. Councilwoman Haimoff is retiring from public office.

The Chairperson read the following statement which on motion by Mr. McTernan, seconded by Ms. Chaneyfield-Jenkins, was received and ordered printed. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

In accordance with Section 7 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 if of the opinion that such circumstances presently exist as the general nature of the subject matter to be discussed is **Contracts/Litigation** and it is anticipated at this time that this subject matter will be made public at a later date.

Upon reconvening on motion by Ms. Saxton, seconded by Mr. Hughes, **Counsel's Report** having been mailed to the Board members was received and ordered printed. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays; none.

New business - the Executive Director stated that the League of Municipalities/AEA Conference will be held in Atlantic City from November 17th to 19th .

There being no further business on motion by Mr. Hughes, seconded by Ms. Chaneyfield-Jenkins, the meeting then adjourned to meet again on Thursday, November 12, 2015, at the Maplewood Municipal Building at 4:00 p.m. unless called earlier by the Chair. On roll call; ayes, Messrs. Hughes, Tillotson, Elmarassy, Levison, McTernan, Florio, Cirilo, Ms. Saxton, Leventhal and Chaneyfield-Jenkins; nays, none.

Respectfully submitted,

Howard Levison
Secretary