

Minutes
Rockland County Solid Waste Management Authority
July 22, 2004

Members Present

C. St. Lawrence
B. Berliner
S. Corallo
E. Devine
T. Dusanenko
A. D. Jobson
C. Holbrook
T. Kleiner
P. Soskin
F. Wassmer
Dr. Yarmus
P. Moroney

Members Absent

D. Jobson
H. Marshall
H. Phillips
I. Schoenberger
K. Zebrowski

Others Present

R. Delo
B. Gauntlett
K. Braunfotel
T. West
T. Pytlar
J. Miele
D. Tracy
B. Beckmann
J. Dean
H. Benado
J. Burnet
D. O'Donnell
J. Klos
S. Simon

The Chairman called the meeting to order at 5:10 p.m.

Item #3

Resolution No. 36 of 2004
Adoption of Minutes, Meeting of
June 3, 2004

B. Berliner offered the following resolution, which was seconded by P. Soskin and was approved unanimously, and,
RESOLVED, that the transcribed Minutes of the Rockland County Solid Waste Management Authority for the meeting of June 3, 2004 as recorded by the Clerk are hereby adopted.

Item #4

WFC

T Pytlar described the following activities for the month of July 2004:

- a. Continued to assist Authority with support to the WasteWise Committee and the Reduction Program and Commercial/Institutional (CI) Recycling Program.
- b. Assist Authority staff in procurement of recyclables collection vehicle and containers; part of CI program implementation.
- c. Assisted Authority staff in obtaining waste generation, collection, and recycling information from schools.

- d. Identified Materials Recovery Facility (MRF) repair work not completed by Waste Management, Inc. (WMI) and requested cost estimate from Hudson Baylor Corporation to complete the repairs.
- e. Assisted in negotiation of credit payment from WMI for incomplete repair work.
- f. Contacted NYSDEC regarding increase in grant application amount for MRF improvements.
- g. Assisted Authority in discussions with Orange and Rockland Utilities, Ramapo Land Company, and the Town of Ramapo regarding easements and acquisition of the Yard Waste Composting site.
- h. Submitted first draft Request For Proposals for Cocomposting Facility Replacement Operator for review.
- i. Inspected application of corrosion control coatings at Composting Facilities.
- j. Conducted review of the condition of the Cocomposting Facility equipment.
- k. Conducted review of Synagro's maintenance records for the Cocomposting Facility.
- l. Contacted local waste-to-energy facilities regarding availability of disposal capacity and tipping fees.
- m. Reviewed MRF Agreement for technical information submission deadlines.

Executive Director

R. Delo reported on the following items:

- ℞ The Authority has run into an obstacle with the development of the yardwaste facility. The existing easement on the property is owned by Con Ed. Con Ed is not currently using the easement but they have a right to it. Hopefully the Authority will be able to work something out with them.
- ℞ The transition from Waste Management to Hudson Baylor went extremely well. Our staff and consultants did an outstanding job getting the contract finalized. Bridget and myself were in the Office till 2 am getting the last minute details of the contract finalized with Hudson Baylor and the consultants. People who have come to the facility since the transition has taken place have commented on how much cleaner the place has looked.
- ℞ Credit card system is proceeding and on scheduled.

Item #5

Resolution No. 37 of 2004

Authorizing Further Two-Month Extension and Execution of Amendment to Contract VH-1 for Garbage, Bulky Items and Recyclable Materials Collection, Transportation and Disposal Contract for the Village of Haverstraw To Extend Term of Agreement to October 28, 2004

WHEREAS, Miele Sanitation Company and the Authority entered into Contract VH-1 Garbage, Bulky Items and Recyclable Materials Collection, Transportation and Disposal Contract for the Village of Haverstraw, New York dated June 19, 1998 for the collection, transportation and disposal of Garbage, Bulky Items and Recyclable Materials from Designated Dwellings within the boundaries of the Village (the "Agreement"); and

WHEREAS, the term of the Agreement commenced on June 29, 1998 and terminated on June 28, 2003; and

WHEREAS, both the Authority and the Company agreed to extend the Agreement for two consecutive six-month terms, ending June 28, 2004, on the same terms and conditions; and

WHEREAS, both the Authority and the Company agreed to extend the Agreement for an additional two-month term, ending on August 28, 2004, on the same terms and conditions; and

WHEREAS, a resolution authorizing the execution and delivery of an amendment to the Agreement extending the term to August 28, 2004 was duly adopted by the Authority Members on June 24, 2004; and

WHEREAS, both the Authority and the Company have agreed to a further amendment of the Agreement, extending the term to October 28, 2004, on the same terms and conditions, in order that responses to the Request for Bids for Contract VH-2 Garbage, Bulky Items and Recyclable Materials Collection, Transportation and Disposal Contract for the Village of Haverstraw, New York may be received and evaluated by the Authority; now therefore be it

RESOLVED, that the Executive Director or the Chairman of the Authority is authorized and directed to execute an amendment to Contract VH-1, extending the term of the Agreement to October 28, 2004, on the same terms and conditions, subject to review by General Counsel for the Authority.

Motion to Approve
Wassmer/Kleiner Unan.

Item #6
Status of Transfer Station Operation

D. Tracy stated that the status of the Transfer Station is that it is being operated. The Authority received my letter requesting a modification to the existing contracts that would supplement the amended and restated T/S agreement. Mr. Tracy objects to the wording of the Sullivan County Contract and suggested some insertions thereof, and the basis of his objections was that the wording was not constant and seemed to indicate that Miele Sanitation requested and agreed to the cancellation of this contract.

Therefore with the status of the operation of the transfer station Miele is allowed only to make one truckload of MSW a day to Sullivan County, so obviously it is a financial burden. The operation is all related back to the cancellation to the Sullivan County Agreement. If the Authority can find shipping and tipping at the \$3 a ton less then our cost, then Miele would use the new shipper. This offer is an indication that we are not

looking for money in our pockets. Miele's overhead costs are \$10 a head to cover insurance, etc.

C. St. Lawrence stated that the Authority gave Miele \$6 more on 60%. Miele also wanted more on the \$3 more to original 40% of the contract bring it up to \$68 to \$65. At the last meeting the Authority board said it would look at other possibilities for August 31, 2004. On August 31, the Authority may need an interim operator because the Authority is at the 11th hour. The Authority will work on a RFP for the future and the Authority understands that a big part of Miele's operation was the Sullivan County agreement. The Authority is not looking to increase Miele's fee to \$68 ton.

D. Tracy stated that financial help must be considered. Miele does not want to leave the Authority in a lurch but does not want to take money out of his pocket. Once Sullivan County cut us off the landfill employees are a close group and once everyone finds out the tipping fees might be increased \$2-3 ton, the tipping fees of today are not the way they were collected yesterday.

C. St. Lawrence reminded Tracy and the Board that a reconciliation was completed up to August 31, 2004. The Authority will operate the TS ourselves with our preprocessing facility employees and look into Hudson Baler to continue the operation as per their contract and also look at a RFP.

D. Tracy stated that a reconciliation of the electric is not complete.

C. St. Lawrence stated that the Authority's counsel and D. Tracy would work on a resolve of the electric and some of the maintenance items that still needs to be resolved.

D. Tracy confirmed that the contract for the operation of the transfer station would expire August 31, 2004.

C. St. Lawrence answered, yes. The Authority's preprocessing facility employees will operate the TS and the Authority will look into Hudson Baler continuing the operation as per their contract and also look at a RFP for the operation.

D. Tracy stated that this is agreeable to them.

J. Miele stated that R. Delo stated that the Authority can get hauling process for \$50 a ton and R. Delo has not to dated supplied J. Miele with any haulers with that price range. J. Miele stated that the Sullivan County contract should have never be cancelled.

C. St. Lawrence stated that the contract with our sister county, Sullivan County, was a intermunicipal agreement and if Sullivan County runs in to some hardship the Authority recognizes that and thinks that our relationship would be such that they would do the same for the Authority.

D. Jobson Sr., questioned what are we going to get back in numbers that might be any different from what Miele is requesting?

C. St. Lawrence stated that the Authority has some possibilities to input into the RFP such as a fuel replenishment program. The Authority would receive a large discounted price on a per gallon basis.

D. Jobson, Sr. questioned why the Authority does not get the break now?

R. Delo answered that the Authority gets that price now but the Authority wants to pass the savings onto the haulers.

D. Jobson, Sr. questioned who could get the trucking?

C. St. Lawrence answered who ever bids on the RFP.

D. Jobson, Sr. stated that the Authority might be in the same position as we are in now with J. Miele at \$68 ton.

C. St. Lawrence stated that he thinks that J. Miele with more time could of gotten more trucks but he had a set number of trucks and the Authority needs a quicker turn around time.

R. Delo stated that the Authority received a citation from the DEC for the floor not being clean at the end of the night and the Authority has in the agreement for Miele to hold harmless the Authority.

S. Corallo stated that the Authority has a verbal from D. Tracy to break the contract and our counsel should get a letter.

C. St. Lawrence stated that R. Delo has been working on getting the price per ton for the Authority to operate the transfer station.

S. Corallo stated that we need a cost per ton before the budget.

R. Delo stated that he thinks the resolution needs to do several things:

- β Termination of the agreement with Miele for August 31, 2004
- β Authorize a emergency procurement for Transportation and Disposal of MSW
- β Authorize a fuel replenishment program with a above ground diesel tank

R. Delo continued that the memo from T. West suggests a diesel fueling station at the transfer station. Also utilizing a credit card system to be sure that the Authority received the state contract pricing. The diesel station would be above ground at the transfer station. Quotes are being prepared from Ira Conklin for the fuel tank.

P. Soskin questioned the time frame?

R. Delo answered that it takes 3 months for the tank.

F. Wassmer questioned the size tank?

R. Delo answered 10, 15,000-gallon tank.

F. Wassmer questioned how much savings?

R. Delo answered at \$.60 per ton it would be \$2.40 ton so for every ton of MSW shipped out at a savings of \$.60 it would cost \$2.40.

D. Tracy wanted to clarify that the termination of the contract with Miele is a mutual agreement.

C. St. Lawrence so noted.

T. Dusanenko questioned if it was legal and rectified for the Authority and Sullivan County to terminate the agreement. Was my questioned ever asked to counsel?

C. St. Lawrence answered that the Authority's legal staff and Sullivan County's legal staff did meet and everything was ok.

T. Dusanenko questioned how bad was the backlog of trucks at the transfer station?

C. St. Lawrence answered that the average trucks have been 8 trucks per day.

R. Delo stated that the Authority had to turn away people at the transfer station. The Authority had to fill up the preprocessing facility side to make up for the overflow on the transfer station side. The Authority is losing customers, tonnage and revenues.

T. Dusanenko stated that the Authority got out of the Sullivan County contract and now ready to let Miele out of his contract, are we making the right decisions here? Did the Authority offer the discounted fuel to Miele?

R. Delo answered that J. Miele did not want to participate in the fuel replenishment program.

T. Dusanenko questioned the amount lost from the back load at the TS?

C. St. Lawrence answered that it is to so determined.

F. Wassmer questioned if the Authority staff will be able to operate the TS?

R. Delo answered yes.

C. St. Lawrence stated that the Executive Director estimated the Authority could operate the TS at less than \$68/ton.

Resolution No. 38 of 2004
Authorizing Emergency Procurement to
Eliminate Public Health and Safety Hazard Existing
at the Authority's Transfer Station

WHEREAS, the Rockland County Solid Waste Management Authority (the "Authority"), is a public benefit corporation, duly organized and existing under the New York State Public Authorities Law, Title 13-M; and

WHEREAS, an emergency situation exists at the Authority's Transfer Station site, which has been caused by the current operator of the Transfer Station being unable to provide a sufficient number of trailers to transport the waste received at the Transfer Station out to landfills, as required under its agreement with the Authority to operate and maintain the Transfer Station, and the waste has therefore accumulated and remained on the Transfer Station's tipping floor throughout June and July 2004; and

WHEREAS, due to the Transfer Station having reached its capacity to accept waste and in order for the Authority to meet its obligations under agreements with various municipalities, the Authority has had to accept waste at its Pre-Processing Facility, leading to the accumulation of waste at that facility as well throughout the months of June and July; and

WHEREAS, the Authority has received a notice of violation from the New York State Department of Environmental Conservation based on the condition of the Transfer Station, specifically citing storage of waste on the tipping floor, failure to clean tipping floor daily and vector breeding caused thereby; and

WHEREAS, the Executive Director of the Authority has made certain findings demonstrating that an emergency exists at the Transfer Station, attached hereto; and

WHEREAS, the failure to appropriately dispose of solid waste presents an imminent and dangerous health hazard to the general public; and

WHEREAS, the Authority has decided in good faith that an emergency exists at the Transfer Station site which requires the Authority to replace the current operator of the Transfer Station immediately, without awaiting a competitive process, because such a process would entail substantial delay in addressing an imminent and growing threat to the public health and safety caused by the storage of several hundred tons of waste at the Transfer Station and Pre-Processing Facility; and

WHEREAS, the current operator of the Transfer Station has agreed to a mutual termination of the Amended and Restated Transfer Station Agreement with the Authority; and

WHEREAS, the Authority has sufficient staff to operate the Transfer Station and can separately contract for transport and disposal of the solid waste from the Transfer Station until the emergency abates and the Authority can issue a Request for Proposals for a new operator; and

WHEREAS, the removal, transportation and disposal of solid waste can only be legally and properly performed by a licensed person, firm or corporation with the ability to obtain the necessary permits to dispose of such waste; and

WHEREAS, in order to avoid certain issues and costs related to transportation of waste outside of New York State, the Authority desires to hire a contractor who has the ability to dispose of waste within the State; and

WHEREAS, the contract with such person, firm or corporation will be for a length of time necessary to address the emergency circumstances and to avoid occurrence of another emergency condition, and until such time as the Authority can issue a Request for Proposals for a new operator for the Transfer Station; and

WHEREAS, the Authority will select a contractor, after pricing out the job with several vendors, that it believes can provide transport and disposal services for a reasonable price; and

WHEREAS, the Authority has determined that the construction of a fuel pump station at the Transfer Station site will be beneficial to the Authority in the future and also enable the Authority to more readily address the current emergency situation by facilitating the procurement of a contractor that can transport the waste at a more reasonable rate; now therefore be it

RESOLVED, that the Authority hereby agrees to a mutual termination of the Amended and Restated Transfer Station Agreement with Miele Sanitation Co. N.Y., Inc.; and it is further

RESOLVED, that the Executive Director or the Chairman of the Authority is hereby authorized and directed to procure a contractor to provide transportation and disposal of solid waste from the Transfer Station; and it is further

RESOLVED, that the Executive Director or the Chairman of the Authority is hereby authorized and directed to procure a contractor to design and build a fuel pump station at the Transfer Station site.

**FINDINGS IN SUPPORT OF EMERGENCY PROCUREMENT
OF TRANSPORT AND DISPOSAL OF
ACCEPTABLE WASTE FROM THE TRANSFER STATION**

May 20, 2004, the Authority provided formal notice to Miele Sanitation Co. N.Y., Inc. (“Miele”) that Sullivan County has informed the Authority that it will be unable to continue to take in any more of the Authority’s municipal solid waste after June 30, 2004.¹ The Authority requests that Miele find an alternative disposal facility, as required by the Amended and Restated Transfer Station Service Agreement.

May 24, 2004, counsel for Miele informed the Authority that Miele can provide an alternative landfills at a total cost of \$66 per/ton. In subsequent letter, Miele clarified that he is seeking an increase in the Transfer Station Fee due to increased tipping fees at alternate landfills and rising fuel costs.

During the weeks of May 24 and 31, 2004, Miele failed to bring in sufficient numbers of trailers, despite the Authority’s repeated requests that he do so to clear the waste that has been accumulating on the Transfer Station tipping floor.

June 3, 2004, the Authority Board agreed to a mutual termination of the Authority’s Landfill Disposal Agreement with Sullivan County.

June 7, 2004, Authority sent written request to Miele, memorializing its oral requests for Miele to provide a sufficient number of trailers to clear waste from Transfer Station and Pre-Processing Facility tipping floors. Miele was informed that storage of acceptable waste on tipping floors violates Sections 4.9 and 5.3(f) of the Transfer Station Service Agreement requirements to provide all trailers necessary to transport waste.

Miele responded that his failure to provide sufficient trailers is predicated on the loss of Sullivan County landfill. He requested increase in Transfer Station Fee to \$68 per/ton due to increase in fuel cost and tipping fees.

June 10, 2004, Chairman, Executive Director and Counsel for the Authority met with Miele and Don Tracy to address issue of waste being stored on Transfer Station and Pre-Processing tipping floors. Miele requested an adjustment in the Transfer Station Fee to \$68/ton. Authority representatives presented fuel replenishment as option to ameliorate shipping costs. Parties were unable to agree on acceptable increase in Transfer Station Fee.

June 24, 2004, Miele and Don Tracy attended Authority meeting where Miele request for an increase in Transfer Station Fee was discussed. Miele agrees to accept \$66.50 per ton for a two-month period only, while Authority staff investigate rates for available transport and disposal.

¹ On March 30, 2004, Sullivan County representatives met with the Chairman, Executive Director, Special Counsel to the Authority, and Joe Miele and his counsel, Donald Tracy. At that time, Sullivan County stated that due to space constraints in its landfill, it must reduce the allotted tonnage under its agreement with the Authority by half, from 80,000 tons/year to 40,000 tons/year, effective immediately.

June 30, 2004, Authority again wrote to Miele, reiterating June 7 complaints regarding storage and accumulation of waste at the Transfer Station and Pre-Processing Facility. Authority noted the actual numbers of trailers that have transported waste from the Transfer Station in prior 10 days; the lowest number being 6 and the highest being 11. See attached handwritten notes.

During the months of June and July, the Authority was forced to periodically close the Transfer Station to all out-of-County and out-of-State waste by the afternoon of each day, because the Transfer Station tipping floor was at capacity. In order to continue to take in waste under its agreements with various municipalities, the Authority accepted waste at the Pre-Processing Facility.

July 15, 2004, DEC inspected Transfer Station and issued violations against the Authority which are all related to acceptable waste being stored on tipping floor: vector breeding; failure to clean Transfer Station tipping floor to prevent odors or other nuisance conditions.

July 21, 2004, the Transfer Station tipping floor was at capacity and the waste stored on the Pre-Processing Facility's tipping floor had been there for several weeks.

No. of Trailers at Transfer Station

Date	Trailers
June 1	9
June 2	12
June 3	11
June 4	6
June 7	9
June 8	11
June 9	12
June 10	10
June 11	5
June 14	13
June 15	9
June 16	8
June 17	7
June 18	6
June 21	6
June 22	9
June 23	9
June 24	10
June 25	6

Motion to Approve
Jobson/Dusanenko with the following amendment

T. Dusanenko suggested the following amendment to the motion:

That the TS be operated at no more than \$68/ton and if the price is above \$68/ton then Miele Sanitation will then take over the operations of the TS.

Unan.

Item #7

Resolution No. 39 of 2004

Accepting Bid and Authorizing Execution of Contract CF-2 with the Firm of Carlo Minuto for Removal and Disposal of Garbage, Bulky Items, C&D Debris and Recyclable Materials at Various Rockland County Government Locations

WHEREAS, Contract CF-1 for Removal and Disposal of Garbage, Bulky Items, C&D Debris and Recyclable Materials at Various Rockland County Government Locations between Carlo Minuto Carting Company and the Authority is due to terminate on July 31, 2004; and

WHEREAS, the County of Rockland made a request of the Authority to advertise for bids for the collection, transportation and disposal of its solid waste, bulky items, C&D debris and recyclable material; and,

WHEREAS, the Authority issued a Request for Bids for Contract CF-2 for Removal and Disposal of Garbage, Bulky Items, C&D Debris and Recyclable Materials at Various Rockland County Government Locations (“Contract CF-2”) on July 1, 2004; and,

WHEREAS, Carlo Minuto Carting Company submitted the only bid in response to the Request for Bids for Contract CF-2; and,

WHEREAS, the Executive Director has reviewed the bid submitted by Carlo Minuto Carting Company in response to the Request for Bids for Contract CF-2 and has determined that the 7% increase in the price represented in the bid documents over the pricing of Contract CF-1 is a reasonable increase and that the bid is in all respects responsive to the Request for Bids, and therefore recommends acceptance of the bid and execution of Contract CF-2; now therefore be it,

RESOLVED, that the bid of the firm Carlo Minuto Carting Company for Contract CF-2 is hereby accepted, and be it further

RESOLVED, that the Executive Director or the Chairman of the Authority is authorized and directed to execute Contract CF-2 with the firm of Carlo Minuto Carting

Company for the collection of solid waste, as described in the specifications for Contract CF-2, subject to review by General Counsel for the Authority, and approval of the Rockland County Legislature.

Motion to Approve
Berliner/Wassmer

Unan.

New Business

J. Dean was present as a member of the Keep Rockland Beautiful. KRB is soliciting municipal entities to work together to help with the litter problem in Rockland County. A poster was presented to the Board. KRB is looking for government agencies to help sponsor this program. The total budget for this program is \$3,900. We are requesting \$1,000.

T. Dusanenko suggested Clarkstown Youth Court, Probation Dept., etc to help pick up litter.

Dr. Yarmus recommended the Authority to contribute a total of \$2,000 to the KRB Litter Program.

Resolution No 41 of 2004

AUTHORIZE THE AUTHORITY TO SPONSOR THE KEEP ROCKLAND BEAUTIFUL LITTER PROGRAM IN AN AMOUNT NOT TO EXCEED \$2,000

WHEREAS, the Rockland County Solid Waste Management Authority, (the “Authority”), is a Public Authority Corporation, duly organized and existing under Title 13-M of the Public Authorities Law of the State of New York, and

WHEREAS, the Authority has received a request for funding for the Keep Rockland Beautiful Litter Program, and

WHEREAS, the Authority will sponsor the program in an amount not to exceed \$2,000 for the printing of the campaign posters, and therefore be it

RESOLVED, that the Authority will sponsor the Keep Rockland Beautiful Litter Program in an amount not to exceed \$2,000 for the printing of the campaign posters.

Motion to Approve
Corallo/Yarmus

Unan.

**RESOLUTION NO. 42 OF 2004
CANCELLATION OF AUGUST 2004 MEETING**

WHEREAS, the Rockland County Solid Waste Management Authority (the "Authority") is a Public Benefit Corporation, duly organized and existing under Title 13-M of the Public Authorities Law of the State of New York, and

WHEREAS, by Resolution No. 39 of 1995 the Authority did ratify an amendment to section 4.2 to the by-laws, whereas the Chairman may elect to cancel any single regular monthly meeting for lack of any business to be transacted or anticipated lack of a quorum, therefore be it

RESOLVED, that the regular monthly meeting, originally scheduled for August 26, 2004 shall be cancelled.

Motion to Approve
Berliner/Soskin

Unan.

Motion to Adjourn
Yarmus/Wassmer

Unan.

Respectfully Submitted

Camille Guido-Downey