

**Minutes
Rockland County Solid Waste Management Authority
June 3, 2004**

Members Present

C. St. Lawrence
B. Berliner
S. Corallo
E. Devine
T. Dusanenko
A. Douglas Jobson
C. Holbrook
D. Jobson
T. Kleiner
H. Marshall
I. Schoenberger
P. Soskin
F. Wassmer
K. Zebrowski

Members Absent

H. Phillips
Dr. Yarmus
P. Moroney

Others Present

R. Delo
B. Gauntlett
T. Pytlar
R. Grosser
K. Braunfotel
J. Klos
D. O'Donnell
K. Scales
H. Benado
J. Burnet
D. Lehman
J. Dillon
J. Welch
C. McCausland
J. Lindwarm
S. Tenney
S. Hastings
W. Herzog

The Chairman called the meeting to order at 5:07 p.m.

Item #3

**Resolution No. 23 of 2004
Adoption of Minutes, Meeting of April 29, 2004**

H. Holbrook offered the following resolution, which was seconded by B. Berliner and was approved unanimously, and,

RESOLVED, that the transcribed Minutes of the Rockland County Solid Waste Management Authority for the meeting of April 29, 2004 as recorded by the Clerk are hereby adopted.

Item #11

**Resolution No. 24 of 2004
Authorizing Execution of Cancellation Agreement Between The County of Sullivan
and The Rockland County Solid Waste Management Authority**

WHEREAS, the County of Sullivan has proposed termination of their agreement with the Authority ("Agreement"), whereby Sullivan County agreed that the Authority

could dispose of 80,000 tons of acceptable solid waste per year at the Sullivan County Landfill (“Landfill”), and,

WHEREAS, Sullivan County has not obtained a NYS Department of Environmental Conservation (“DEC”) permit it applied for to construct a sixth cell to their Landfill (“Cell 6”) and has concluded a DEC mandated Issues Conference regarding the permit application without any resolution, and,

WHEREAS, Sullivan County has informed the Authority that a request was made to the DEC by the parties who filed suit against Sullivan County to either deny the Cell 6 permit or drastically reduce the permitted tonnage to 100,000 tons, and the proposed tonnage reduction, which appears likely even if the permit is granted, would only accommodate in-County needs, and,

WHEREAS, earlier this year Sullivan County had to reduce the tonnage received from the Authority from 80,000 tons to 40,000 tons in order to accommodate the County’s need to reserve space in the Landfill, and,

WHEREAS, the Authority now has been advised by Sullivan County that the Landfill is approaching its permitted capacity without the ability to commence construction of Cell 6, and therefore can no longer fulfill the terms of its agreement with the Authority, effective June 30, 2004, and,

WHEREAS, the Authority, acting through the Executive Director and the Authority Attorney have negotiated a proposed termination agreement with Sullivan County (“Cancellation Agreement”), attached hereto, and recommend its adoption and execution; now, therefore be it,

RESOLVED, that the Authority desires an amicable end to the Authority’s relationship with Sullivan County for the following reasons: (1) Sullivan County has agreed to reimburse the Authority the difference between the total sum of money it has prepaid from the commencement of the Agreement through June 30, 2004, and the actual tonnage it has tipped through the cancellation date; (2) Sullivan County is unable to accept any of the allotted tonnage provided under the Agreement beyond June 30, 2004, so termination is a cleaner approach for the Authority to take rather than continuing under an agreement where the allotted tonnage is reduced to a negligible amount; (3) Sullivan County is a municipality; and (4) although it may seem a remote possibility at present, Sullivan County may later be in a position to accommodate the Authority’s waste, and therefore be it,

RESOLVED, that the Executive Director or the Chairman of the Authority is authorized and directed to execute the attached Cancellation Agreement with Sullivan County, subject to review by the Attorney for the Authority.

Motion to Approve

Zebrowski/Berliner

Discussion

H. Marshall asked the Chairman to explain.

C. St. Lawrence answered that the Authority and Sullivan County had a contract for 5 years. The first 3 years was at \$43/ton for up to 80,000 tons. Sullivan County cannot get the DEC permit for the new cell and therefore Sullivan County needs to terminate the agreement with the Authority. Sullivan County agrees to reimburse the Authority for tons the Authority paid for in advance.

C. McCausland thanked the Authority board for this opportunity.

Unan.

Item #8

**Resolution No. 25 of 2004
Rescission of Designated Hauler Credit Policy and Adoption of
Designated Hauler Payment Policy**

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, the Authority acquired the transfer station located in Hillburn, New York from the Town of Ramapo on August 12, 1998 (the “Transfer Station”); and

WHEREAS, the accounts of certain Designated Haulers that deliver solid waste to the Transfer Station had become delinquent and the Authority enacted a credit policy for all Designated Haulers that deliver solid waste to the Transfer Station and other Authority Facilities (“Designated Hauler Credit Policy”); and

WHEREAS, the Designated Hauler Credit Policy provides that all Designated Haulers pay the Authority tipping fees within 14 days of receipt of a bill for such fees; gives an additional 5 days to pay beyond the initial 14 days; deems the delinquent hauler to be in default thereafter if no payment is made and renders use of the Transfer Station and other Authority Facilities subject to COD; requires the hauler to enter into a payment agreement with the Authority for past due amounts; and requires haulers whose tipping fees exceed \$20,000 a month to provide a payment bond; and

WHEREAS, the Authority has continued to face the problem of Designated Haulers defaulting on their payment obligations and the concomitant need that results to file a collection action against such haulers, some of whom have filed bankruptcy proceedings, thereby enmeshing the Authority in such proceedings; and

WHEREAS, the Authority has determined that it would be in its best interest to rescind its Designated Hauler Credit Policy and enact a payment policy for all Designated Haulers that deliver solid waste to the Transfer Station and other Authority Facilities, requiring the use of a credit card or bank ATM debit card to pay all tipping fees at the time of disposal (“Designated Hauler Payment Policy”), a copy of which is attached hereto; now therefore be it

RESOLVED, that the Authority hereby rescinds its Designated Hauler Credit Policy; and be it further

RESOLVED, that the Authority hereby adopts the Designated Hauler Payment Policy, attached hereto; and be it further

RESOLVED, that the Executive Director or the Chairman of the Authority is authorized to take all necessary action to implement the Designated Hauler Payment Policy by September 1, 2004, the effective date of said Policy.

Motion to Approve
Zebrowski/Dusanenko Unan.

Item #6

**RESOLUTION NO. 26 OF 2004
APPOINT JOHN B KLOS, AS SOLID WASTE OPERATIONS MANAGER TO
THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

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, John B. Klos is reachable on the Eligible List #03239 and it is the Authority’s desire to permanently appointment this employee to the position of Solid Waste Operations Manager and, therefore be it

RESOLVED, that the Authority Board of the Rockland County Solid Waste Management Authority hereby appoints John B. Klos as Solid Waste Operations Manager to the Rockland County Solid Waste Management Authority as a permanent employee and, therefore be it

RESOLVED, that this resolution be sent to the Rockland County Department of Personnel in order to effectuate his appointment.

Motion to Approve
Holbrook/Zebrowski Unan.

Item #7

**Resolution No. 27 of 2004
Rejecting Bid for Contract VH-2 for Garbage, Bulky Items
and Recyclable Materials Collection, Transportation and
Disposal Contract for the Village of Haverstraw**

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, the Authority has issued an Invitation to Bid for garbage, bulky items and recyclable materials collection, transportation and disposal services for the Village of Haverstraw and,

WHEREAS, the Authority has received one bid for such collection, transportation and disposal services and upon review of such bid has determined that the best interests of the Authority will be served by rejecting the bid and advertising for new bids; therefore be it

RESOLVED, that the Authority hereby rejects the bid received for the above-referenced Contract VH-2.

Motion to Approve
Jobson Sr./Wassmer Unan.

Item #9

**Resolution No. 28 of 2004
Adoption of Proposal for Payment Processing Services to be Rendered
to the Rockland County Solid Waste Management Authority by
Global Payments Inc.**

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, the Authority acquired the transfer station located in Hillburn, New York from the Town of Ramapo on August 12, 1998 (the “Transfer Station”); and

WHEREAS, the accounts of certain Designated Haulers that deliver solid waste to the Transfer Station had become delinquent and the Authority enacted a credit policy for all Designated Haulers that deliver solid waste to the Transfer Station and other Authority Facilities (“Designated Hauler Credit Policy”); and

WHEREAS, the Designated Hauler Credit Policy provides that all Designated Haulers pay the Authority tipping fees within 14 days of receipt of a bill for such fees; gives an additional 5 days to pay beyond the initial 14 days; deems the delinquent hauler to be in default thereafter if no payment is made and renders use of the Transfer Station

and other Authority Facilities subject to COD; requires the hauler to enter into a payment agreement with the Authority for past due amounts; and requires haulers whose tipping fees exceed \$20,000 a month to provide a payment bond; and

WHEREAS, the Authority has continued to face the problem of Designated Haulers defaulting on their payment obligations and the concomitant need that results to file a collection action against such haulers, some of whom have filed bankruptcy proceedings, thereby enmeshing the Authority in such proceedings; and

WHEREAS, the Authority has determined that it would be in its best interest to rescind its Designated Hauler Credit Policy and enact a payment policy for all Designated Haulers that deliver solid waste to the Transfer Station and other Authority Facilities, requiring the use of a credit card or bank ATM debit card to pay all tipping fees at the time of disposal (“Designated Hauler Payment Policy”), a copy of which is attached hereto; now therefore be it

RESOLVED, that the Authority hereby rescinds its Designated Hauler Credit Policy; and be it further

RESOLVED, that the Authority hereby adopts the Designated Hauler Payment Policy, attached hereto; and be it further

RESOLVED, that the Executive Director or the Chairman of the Authority is authorized to take all necessary action to implement the Designated Hauler Payment Policy by September 1, 2004, the effective date of said Policy.

Motion to Approve
Dusanenko/Soskin Unan.

Item #10

Resolution No. 29 of 2004
Accepting Proposal and Authorizing Execution of Contract with the Firm of
Weminuche Recycling LLC, an Affiliate of Hudson Baylor Corporation,
to Operate, Maintain and Make Improvements to the Authority’s
Materials Recovery Facility and Market Recovered Materials
Produced at the Materials Recovery Facility and Execution of a Guaranty
Agreement with Hudson Baylor Corporation

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, the Authority, in order to further the goal of the Rockland County Final Integrated Solid Waste Management Plan and Generic Environmental Statement (the “SWMP/GEIS”) to implement multiple waste management methods and facilities,

including recycling, constructed a materials recovery facility to recycle commingled paper and containers in the Town of Ramapo (the “MRF”); and

WHEREAS, the Authority conducted the procurement of the MRF in accordance with the New York State General Municipal Law § 120-w, and subsequently entered into a contract with Waste Management of New York for the design, construction, start-up, acceptance testing, operation and maintenance of the MRF and the marketing of recovered materials produced at the MRF, dated June 27, 1996 (the “MRF Agreement”); and

WHEREAS, the Authority and Waste Management are parties to the MRF Agreement, as amended by the First Amendment dated June 26, 1997, the Second Amendment dated September 26, 1997, the Third Amendment dated March 26, 1998, the Fourth Amendment dated January 28, 1999, the Fifth Amendment dated March 1, 2000, and the Sixth Amendment dated February 20, 2004; and

WHEREAS, the Sixth Amendment to the MRF Agreement provides for the early termination of the MRF Agreement, effective June 30, 2004; and

WHEREAS, the Authority conducted a procurement to obtain a new contractor to operate the MRF, in accordance with the New York State General Municipal Law § 120-w, which provides for the issuance of request for proposals and negotiation with any proposer and authorizes the Authority to enter into contracts for the processing of solid waste for a period not to exceed 25 years following a request for proposal procurement process; and

WHEREAS, pursuant to the provisions of General Municipal Law § 120-w, on December 15, 2003, the Authority issued a draft request for proposals to private vendors to enter into a contract to operate, maintain and make improvements to the Authority’s Materials Recovery Facility and to market recovered materials produced at the MRF; and

WHEREAS, notice of the draft request for proposals was published in the State Register, Environmental Notice Bulletin and newspapers of general circulation in the County, all in accordance with General Municipal Law § 120-w; and

WHEREAS, the Authority, on January 12, 2004, publicly held a vendors’ conference with the private vendors to receive comments on the draft request for proposals; and

WHEREAS, pursuant to the provisions of General Municipal Law § 120-w, on March 1, 2004, the Authority issued a final request for proposals, as supplemented, to private vendors to enter in to a contract to operate, maintain and make improvements to the Authority’s Materials Recovery Facility and to market recovered materials produced at the MRF, which incorporated comments received on February 17, 2004; and

WHEREAS, notice of the final request for proposals was published in the State Register, Environmental Notice Bulletin and newspapers of general circulation in the County and filed in the Finkelstein Memorial Library and Suffern Free Library, all in accordance with General Municipal Law § 120-w; and

WHEREAS, on April 8, 2004, the Authority received three proposals which were responsive to the final request for proposals from FCR, Inc., Hudson Baylor Corporation (an affiliate of Weminuche Recycling LLC) and Recycle America Alliance LLC (a subsidiary of Waste Management, Inc.); and

WHEREAS, the Selection Committee of Authority Members, Authority staff and the Authority's independent engineering and legal advisors (the "Evaluation Team") have evaluated the proposals and have sought clarifications of certain items in each proposal at interviews of the three proposers held on April 27, 2004; and

WHEREAS, members of the Evaluation Team have evaluated the original submissions of each proposer, as well as all responses to addendum and additional requested clarifications; and

WHEREAS, based on their evaluation, members of the Evaluation Team found that the proposal submitted by Hudson Baylor Corporation was the most responsive, taking into consideration the technical evaluation factors set forth in the final request for proposals, including qualifications and experience, viability of proposed modification, construction and operation, project organization and schedule, ability to comply with environmental regulations, marketability of final product, proposer's financial capability and proposed construction and operation agreement principles and price, and therefore proceeded with contract negotiations with Weminuche Recycling LLC, an affiliate of Hudson Baylor Corporation; and

WHEREAS, negotiations with Weminuche Recycling LLC have proved to be successful in the development of a Materials Recovery Facility Contractor Agreement addressing all substantive issues relating to the modification, construction, acceptance testing, operation and maintenance of the MRF and the marketing of recovered materials from the MRF; now therefore be it

RESOLVED, by the Authority that the Chairman of the Authority is hereby authorized to execute and deliver the Materials Recovery Facility Contractor Agreement with Weminuche Recycling LLC for a ten year (10) period, with an Authority option to terminate after five (5) years and to execute a Guaranty Agreement with Hudson Baylor Corporation. The Materials Recovery Facility Contractor Agreement shall be substantially in the form presented at this meeting with such amendments, modifications, changes and omissions thereto as the Chairman of the Authority may approve as in the best interests of the Authority and not inconsistent with the terms of this resolution; and the execution of the Materials Recovery Facility Contractor Agreement shall constitute conclusive evidence of the valid authorization hereunder of any such amendment, modification, change or omission; and be it further

RESOLVED, that the award of the Materials Recovery Facility Contractor Agreement may only be contested if:

(1) such action, suit or proceeding is commenced within sixty days after the date of publication of such official action; and

(2) such award or procedure was not authorized pursuant to General Municipal Law § 120-w; or

(3) any of the provisions of General Municipal Law § 120-w which should be complied with at the date of the publication of the award of the Materials Recovery Facility Contractor Agreement have not been substantially complied with, or

(4) a conflict of interest can be shown in the manner in which the Materials Recovery Facility Contractor Agreement was awarded.

Motion to Approve
Zebrowski/Wassmer Unan.

Item #12
Pulled

Item #13

**Resolution No. 30 of 2004
Authorizing the Authority to Extend An Agreement
with Clean Harbors Environmental Services, Inc.
For An Additional Five-Year Period**

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, Laidlaw Environmental Services (North East), Inc., a predecessor of Safety-Kleen Corporation, in name only, contracted with the Authority on June 4, 1997, to operate the Authority’s Household Hazardous Waste Facility in Pomona, New York; and

WHEREAS, Safety-Kleen (NE), Inc., a division of Safety-Kleen Corporation, filed Chapter 11 bankruptcy in the United States Bankruptcy Court for the District of Delaware and received from the Bankruptcy Court the authority to contract with the Authority and continue its business in servicing the contract; and

WHEREAS, on December 5, 2001, the agreement with the Authority was extended to December 31, 2005; and

WHEREAS, Clean Harbors Environmental Services, Inc. (“Clean Harbors”) subsequently assumed the terms and conditions of the agreement with the Authority for operation of the Household Hazardous Waste Facility, pursuant to the approval of the Bankruptcy Court; and

WHEREAS, Clean Harbors has offered the Authority, by letter dated May 5, 2004, a 3% reduction on all disposal pricing if the agreement with the Authority is extended for an additional five (5) years, effective immediately upon execution of the extension and expiring in 2010; and

WHEREAS, the Authority is satisfied with the performance of Clean Harbors under the agreement and desires to extend the agreement with Clean Harbors to 2010 and to take advantage of the 3% reduction in disposal pricing; now therefore be it

RESOLVED, that the Authority hereby authorizes the Executive Director to enter into an amendment to the agreement with Clean Harbors to extend the term to 2010 and to reduce all disposal pricing under the agreement by 3%. All other terms and conditions of the agreement shall remain the same.

Motion to Approve
Holbrook/Jobson Unan.

Motion to Adjourn
Dusanenko/Corallo Unan.