

Rockland County Solid Waste Management Authority
Minutes
November 21, 2002

Members Present

C. St. Lawrence
B. Berliner
S. Corallo
E. Devine
T. Dusanenko
F. Fornario
C. Holbrook
S. Hurley
D. Jobson
T. Kleiner
H. Marshall
K. Zebrowski

Members Absent

R. Karben
H. Phillips
I. Schoenberger
F. Wassmer
Dr. Yarmus

Others Present

R. Delo
T. West
T. Pytlar
D. Lehman
A. Etelson
D. O'Donnell
H. Benado
J. Burnet
J. Klos
B. McNamara
A. Blakesly
S. Orfini
P. Ferraro
R. Kilmer
R. Cipriani
J. Marangi
G. Damiani
J. Miele
D. Tracy
J. Leman

The Chairman called the meeting to order at 5:15p.m.

Item #3

Resolution No. 39 of 2002

Adoption of Minutes, Meeting of October 23, 2002

D. Jobson offered the following resolution, which was seconded by C. Holbrook and was approved unanimously, and,

RESOLVED, that the transcribed Minutes of the Rockland County Solid Waste Management Authority for the meeting of October 23, 2002 as recorded by the Clerk are hereby adopted.

Resolution No. 40 of 2002

Adoption of Minutes, Meeting of October 24, 2002

D. Jobson offered the following resolution, which was seconded by C. Holbrook and was approved unanimously, and,

RESOLVED, that the transcribed Minutes of the Rockland County Solid Waste Management Authority for the meeting of October 24, 2002 as recorded by the Clerk are hereby adopted.

Item #4
WFC

T. Pytlar stated that the activities for the month of November are as follows:

- Submittal of grant applications for the new Tubgrinder at the Coco, plastic flattener equipment for the MRF and funds for the development of a program for assisting businesses in expanding their recycling programs.
- Assisted with reviewing the offer received from Synagro regarding the repair to the corrosion resistant coating.
- Assisted the Authority in executing the contract for the backyard composting demonstration area.
- Preliminary review of the feasibility of developing a composting yardwaste facility on the previous Site Energy site.
- Assisted in the reviewing of the preprocessing facility transfer station proposals submitted.
- Assisted the Authority in markets for the preprocessing facility.
- Reviewed issues on the current tonnage being handled at the transfer station and how it relates to the permit by the NYSDEC.

Executive Director

R. Delo stated that the Authority just recently exchanged condensation appraisals within the last two weeks with Ramapo Land Company. The Authority's special counsel Goldstein & Goldstein is reviewing the appraisal prepared by Ramapo Land Company. R. Delo has met with Mr. Goldstein and they are finalizing their review and a meeting will be set up very shortly. The appraisal that Ramapo Land submitted was for \$1.6 million and the Authority's appraisals is for \$570,000. R. Delo continued that the Authority did receive approval from the NYSDEC and from the RC Health Department for the Authority to process biosolids at the composting facility that have low level radiological residues in it. The Authority has had shipments from Orange County & Stony Point. This is non-regulated medical waste that is a result of cancer treatments and thyroid treatments. These loads have a half life is a couple of days and everyone agreed that by the time it gets processed through the facility the levels are below background. The Authority will now avoid additional costs for special disposal of this material.

S. Hurley questioned the tonnage levels at the transfer station. S. Hurley referred to a letter in the packet from a reporter in the County.

R. Delo answered that Mr. Leman (Rockland Review Reporter) sent a letter to the NYSDEC questioning the Authority's permitted capacity at the Transfer Station. The

NYSDEC contracted R. Delo and asked questions and suggested that R. Delo write a letter to the DEC of the Authority's interpretation of the permitted capacity at the transfer station. R. Delo explained that the Transfer Station and the Preprocessing Facility is one facility under one roof. The two facilities are linked at the hip. The two facilities work together by materials are dropped at the transfer station that is rich in recyclables. The intent to is move it over to the preprocessing facility and capture those recyclables and then move the residuals back to the transfer station. The same process for the preprocessing facility. The intent for the facility in whole would be 470 tons a day and then it is further clarified in the permit that it should average out to 360 at the transfer station side and 170 on the preprocessing facility side. A letter was sent and the NYSDEC and the NYSDEC feels that we might need to clean up the language with an amendment to the permit.

Item #5
Public Hearing

The Clerk read the notice.

Motion to Open Public Hearing
Berliner/Zebrowski Unan.

No public statements

Motion to Close Public Hearing
Berliner/Zebrowski Unan.

Item #6

RESOLUTION NO. 41 OF 2002
ADOPTION OF THE 2003
SOLID WASTE MANAGEMENT AUTHORITY BUDGET

WHEREAS, by Resolution No. 301 the County of Rockland did authorize and form the Rockland County Solid Waste Management Authority under Title 13-M of the Public Authority Law of the State of New York, and

WHEREAS, the Authority is authorized and empowered to fix and collect rates, rental fees, and other charges for the use of availability of the facilities or services, and commodities provided by the Authority, and

WHEREAS, the Authority is authorized and empowered to plan, study and develop solid waste management facilities, as set forth in the Rockland County Solid Waste Management Plan, and

WHEREAS, the Authority, after due deliberation and public hearing, did review and discuss a budget for the fiscal year 2003 setting forth the various expenditures of the Authority, now therefore be it

RESOLVED, that the Rockland County Solid Waste Management Authority does hereby adopt the budget of the Authority for the year 2003, a copy of which is attached to this resolution and marked as Schedule "A".

S. Hurley questioned if anyone picked up a copy of the 2003 budget?

C. Guido answered that no one picked up a copy.

Motion to Approve
Holbrook/Jobson

T. Kleiner asked the budget committee to clarify the salaries of certain employees, it seems that some are a certain percentage and others are a straight salary.

C. St. Lawrence stated that at the last Solid Waste Meeting the members approve new positions and that some salaries are reimbursable from the State.

R. Delo clarified that the vacant positions have no salary increase, except where there are two positions that are the same. There is no salary increase for the laborers, chemist, and lab technician.

S. Hurley questioned why there is a 26% increase for R. Delo's salary?

C. St. Lawrence stated that the Executive Director's salary is low for the kind of work that is performed. The percentage increase may seem high but the Authority has taken on many new initiatives and the Executive Director has carried out all them in a responsible manner.

S. Hurley questioned the other salary increases?

C. St. Lawrence answered the Accountant II is up 9%, Director of Solid Waste Operations is up 8%, Solid Waste Inspector is up 9%.

R. Delo clarified that all the full time positions receive a infra raise at 3.75% and the Authority has an increment schedule of 5% for the first 6 years. What the members are seeing are an increase where it appears to be more then 3.75%, which also included the increment that would be awarded pending that they are doing a good job. The Authority budgets for it as if they are receiving the raise.

T. Kleiner questioned if that is the case for the Accountant II position?

R. Delo answered yes. The only positions that do not receive increments are the Executive Director and the Attorney because they are part time positions.

Unan.

Item #7

**RESOLUTION NO. 42 OF 2002
ADOPTION OF RATE, RENTAL FEE
OR CHARGE FOR USE OR AVAILABILITY
OF THE FACILITIES AND SERVICES OF
THE AUTHORITY FOR THE YEAR 2003**

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 Authority Law of the State of New York, and

WHEREAS, it is necessary for the Authority to set its fees, rates and charges for the usage of the Authority's facilities for the year 2003 and,

WHEREAS, pursuant to Title 13-M of the Public Authority Law of the State of New York, the Authority is required to hold a public hearing on the above, and,

WHEREAS, a public hearing was held on November 21, 2002, for the purposes of determining the setting of fees, rates and charges, and

RESOLVED, that the fees and charges for the usage of the Authority's facilities annexed hereto and made a part of this Resolution as Exhibit "A" are hereby adopted for the year 2003.

Motion to Approve
Phillips/Zebrowski Unan.

Item #8

**RESOLUTION NO. 43 OF 2002
SETTING THE RATE FOR MUNICIPALITY
RECYCLABLES REVENUE PAYMENTS
FOR THE YEAR 2003**

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 Authority Law of the State of New York, and,

WHEREAS, the Authority owns and operates a Materials Recovery Facility, (MRF) for processing the commingled recyclables collected from throughout Rockland County, and,

WHEREAS, the Authority receives revenue from the sale of the recyclables processed at the MRF, and,

WHEREAS, in order to encourage municipalities to maximize their recycling rates and to defray their collection and transportation costs for these recyclables, the Authority would like to share the revenue it receives from the sale of the recyclables, therefore be it

RESOLVED, that the Authority pay over to each municipality which has entered into the Intermunicipal Recyclables Management Agreement with it, the sum of \$32 per ton for each ton of recyclable materials that such municipality has delivered to the Authority during the Year 2003.

Motion to Approve
Hurley/Zebrowski Unan.

Item #9

Appointment of the 2003 Officers

C. St. Lawrence appointed the following members: Zebrowski, Phillips, Corallo, Fornario, and Berliner.

Item #10

C. St. Lawrence stated that it has always been the intent of the Authority to have intermunicipal agreements. The Authority has worked very hard to get these agreements with every Town and Village and the Authority has been successful with every Town and Village. The Authority has found that these agreements are the best way to go. At the last meeting the Authority discussed the possibility of having an intermunicipal agreement with the County of Sullivan for the disposal of our waste. After having negotiations with T. West and Sullivan County we have come up with a tentative agreement even though it has not been ratified by the Authority Board. The contract would be as follows, 80,000 tons a year at \$43/ton for the first 3 years and \$44/ton on the 4th year and \$45/ton for the 5th year. This agreement will give stability to the County that we always have a place to put our garbage. This facility is 57 miles from our transfer station and this agreement is in the best interest of the Authority.

F. Fornario questioned if this capacity is for all the MSW in Rockland County.

C. St. Lawrence answered that all the MSW generated in the County is 40,000 tons. The capacity at the landfill would give the Authority 200% capacity, not including the Clarkstown capacity. The agreement is a put and pay contract that locks that Authority

into that capacity. The Authority's permit level is 126,300 tons a year and that is what the Authority is currently at now. On the put or pay agreement, if you don't put it you will pay. The life of the Sullivan County landfill is 60 years. The Authority has also reached out to Ontario County Landfill however they are not interested now due to some turmoil in their operations and will not be online until 2004. The Authority sent out bids and RFP's, which were sent out in accordance with the Authority's procurement policy, which had two options,

- 1) To operate the transfer station and take the MSW wherever they wanted,
- 2) Operate transfer station and take the MSW to Sullivan County,

One company called We Care was a bidder and the Authority respected this company because it has a strong local representation, Gerald Damiani. The Authority has come to the realization that it is in the best interest of the Authority to continue our past practice of having an intermunicipal agreement and to have it with Sullivan County so that the Authority has a place to put our garbage for the next 5 years. So now option 1 is now moot and now we need to look at option 2, which is to operate the transfer station and haul the MSW to Sullivan County. Looking over the options and keeping in mind the venerability the Authority is in with the put and pay agreement, we also entertained and renegotiated and have had discussions with the present operator of the transfer station. The agreement with Miele Sanitation will be that he will put the 80,000 tons at Sullivan County at the same price that the Authority is paying now at \$60/ton. Therefore it is the Chairman's recommendation that the Authority approve this agreement and make it parallel with the Sullivan County Landfill. Also as part of this negotiation Miele Sanitation has to take 50,000 tons to other landfills, which will include the Pennsylvania landfill which have a tax charge, that will be the Authority's out of state MSW and the Authority will pay a split of 60/40 at \$65 for 40% of the MSW and \$60 for the 80,000 for the tonnage to Sullivan County. This option will solve the Authority's venerability problem and it also gives the Authority an average of \$62/ton.

Motion to Approve
Contract with Miele Sanitation

Zebrowski/Phillips

S. Hurley questioned if the Authority is going to pay Sullivan \$43/ton?

C. St. Lawrence answered yes.

S. Hurley stated that Sullivan County is only 57 miles and where was Miele going and what was he paying before?

C. St. Lawrence stated that the Authority thought it could get a trucking price and operation price of below what we were paying Miele now. But that was not the case; all the bids came in higher.

S. Hurley stated that he would like to see the proposals.

R. Delo stated that handed out tonight is a summary of the responses for the RFP. The Authority did a RFP's with the following options 1. Operating the transfer station and taking the MSW to any landfill and 2. Operating the transfer station and taking the MSW to Sullivan and Ontario. The Authority also discussed operating the transfer station and contracting for trucking alone and those bids came in high for 5 years. Then the Authority put out a emergency bid for 1 year and in the summary handed out tonight all of the options are high for the 5 year period.

C. Holbrook asked if R. Delo recommends this?

R. Delo answered yes; the advantage of having an in-state local landfill under contract for 80,000 tons a year is a bonus for the Authority. The price for 5 years is better then any other price the Authority was able to obtain. The Authority's staff and consultants have been working around the clock trying to negotiate an acceptable agreement. T. West has reviewed all the legal aspects of it.

S. Hurley questioned the language issues that were in the original contract?

T. West answered that the language issue was his view of the uncontrollable circumstance in the contract. Though these negotiations the Authority has selected the language that if there were a tax change other then the State of New York, the parties would be able to negotiate.

C. St. Lawrence stated that the extra 50,000 tons and there will be a percentage going to Pennsylvania. The Authority will do another intermunicipal agreement and then the language will not matter.

S. Hurley stated that the Authority is in this situation because of a language dispute and now the same language is in the new contract. The Authority has made the determination that this is not an uncontrollable circumstance.

C. St. Lawrence stated that the language would be changed that the Authority will specifically identify the tax issue and that the Authority will negotiate.

K. Zebrowski stated that one way to look at it is that the Authority has achieved the Sullivan County intermunicipal agreement and solidified ourselves to the end of the Miele contract. At that point in time the Authority went out for bid again and would have to make some sort of determination as to such an occurrence and it is some indication that the determination of whether that occurrence could constitute. The main point is that the Authority has protected ourselves better then we did before.

S. Hurley questioned if Pennsylvania raises their tax again, is the Authority going to be in the same situation?

T. West answered yes, and the Authority has recognized that we would sit down and negotiate and maybe we would increase how much we bring to Sullivan County.

H. Marshall questioned that the Authority would be paying \$62/ton overall?

C. St. Lawrence answered yes.

H. Marshall questioned if that includes the transfer and operation?

C. St. Lawrence answered yes.

T. Dusanenko stated that he was concerned about the put and pay part of the agreement but now feels better because Miele has agreed to put the 80,000 tons in Sullivan County. The old contract did not give the Authority the flexibility that the new contract does. What services were being preformed before onsite or off site that is not going to be preformed now?

C. St. Lawrence answered that there will be no change in service. There will be some enhancements to the services as far as the maintenance to the facility.

T. Dusanenko stated that he is happy with this contract.

S. Corallo questioned when Miele's contract expires?

R. Delo answered that the contract expires December 2003. The contract was for three years and two one-year renewals at the Authority's discretion.

S. Corallo questioned if this new contract with Miele going to be increase by time?

R. Delo answered yes, it will parallel with the Sullivan County contact.

T. Kleiner questioned if there is an automatic renewal on the Sullivan County Agreement?

C. St. Lawrence answered no, but Sullivan County has opened up a new cell in their landfill. The rate that the Authority is paying is less then the people in the County of Sullivan. Sullivan County wants to have an intermunicipal agreement with the Authority. At the end of the 5 years Sullivan County would love to go another 15 years.

Resolution No. 44 of 2002
**REJECTING THE PROPOSALS FOR TRANSFER
STATION SERVICES AND AUTHORIZING THE
CHAIRMAN OF THE AUTHORITY TO EXECUTE A
TRANSFER STATION SERVICE AGREEMENT
WITH MIELE SANITATION CO. N.Y., INC.**

WHEREAS, in 1992, the New York State Department of Environmental Conservation approved Rockland County's (the "County") Final Integrated Solid Waste Management Plan and Generic Environment Impact Statement (the "SWMP/GEIS"); and

WHEREAS, the SWMP/GEIS sets forth a strategy that relies upon multiple waste management methods and facilities, including the recycling of select solid waste materials; and

WHEREAS, the Rockland County Solid Waste Management Authority (the “Authority”) was formed in accordance with section 2053(c) et seq. of the Public Authority Law of the State of New York (the “State”), and resolution no. 301 of 1994 of the County Legislature to implement certain provisions of the SWMP/GEIS and to construct solid waste management facilities; 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 Authority determined under the New York State Environmental Quality Review Act (“SEQRA”) that the acquisition of the Transfer Station and improvements thereto, including the recyclables preprocessing facility (the “RPF”), will have no significant impact on the environment; and

WHEREAS, on May 28, 1998 a SEQRA Negative Declaration was issued by the Authority; and

WHEREAS, pursuant to the Authority’s procurement policies, on October 17, 2002, the Authority issued a request for proposals for a private operator to operate and maintain the Transfer Station, and haul and dispose of municipal solid waste delivered to the Transfer Station at a landfill or landfills selected by such private operator (the “RFP”) which shall commence on January 1, 2003; and

WHEREAS, the aforementioned RFP requested, in the alternative, a proposal wherein the private vendor would operate and maintain the Transfer Station and haul and dispose of municipal solid waste delivered to the Transfer Station and such waste would be required to be disposed of at a landfill or landfills designated by the Authority; and

WHEREAS, on November 8, 2002 the Authority received three proposals which were responsive to the RFP; and

WHEREAS, it was determined to be in the best interests of the Authority to reject the three proposals and negotiate a contract with Miele Sanitation Co. N.Y., Inc. pursuant to the terms negotiated with such company; and

NOW THEREFORE BE IT:

RESOLVED, by the Authority that it is the finding of the Authority that it is in its best interest to reject the three proposals received in response to an October 17, 2002 RFP for a private operator to operate and maintain the Transfer Station, and haul

and dispose of municipal solid waste delivered to the Transfer Station at a landfill or landfills selected by such private operator.

RESOLVED, by the Authority that it is the finding of the Authority that the Chairman of the Authority is hereby authorized to execute the Transfer Station Service Agreement with Miele Sanitation Co. N.Y., Inc. as recommended by the Executive Director of the Authority to be most advantageous to the Authority, and in the best interest of the Authority, pursuant to the terms negotiated with such company attached hereto as Exhibit A and substantially in the form attached hereto as Exhibit B, with such additional negotiated terms and any such amendments, modifications, changes and omissions thereto as the Chairman may approve as in the best interest of the Authority and not inconsistent with the terms thereof and the terms presented at this meeting. The execution of the Transfer Station Service Agreement shall constitute conclusive evidence of the valid authorization hereunder of any such negotiated terms, amendment, modification, change or omission.

RESOLVED, that the Chairman and Executive Director of the Authority, is hereby authorized to execute and deliver any and all other papers, instruments, opinions, certificates, affidavits and other documents, and to do and cause to be done any and all acts necessary or proper in connection with or for carrying out this resolution and the execution and delivery of the Transfer Station Service Agreement.

EXHIBIT A

TERM SHEET

1. **Payment**

\$60/Ton for 60% of the Acceptable Waste transferred (outbound) from the Authority's Transfer Station.

\$65/Ton for 40% of the Acceptable Waste transferred (outbound) from the Authority's Transfer Station.

2. **Sullivan County Landfill**

The Authority shall have the right to direct Miele to dispose of 80,000 tons of Acceptable Waste per year at the Sullivan County Landfill. Miele agrees to deliver such 80,000 tons.

The Authority shall pay the tipping fee to Sullivan County (\$43 per ton in the first 3 years, \$44 per ton in the fourth year and \$45 per ton in the fifth year.)

Such tip fee should be deducted from the per ton fee paid to Miele.

3. **Maintenance Items**

Miele will install steel plating as directed by the Authority by December 31, 2002.

4. **Permit Capacity**

Miele will cooperate with the Authority in resolving any permit capacity issues.

5. **Preprocessing Facility**

Miele will cooperate with the Authority in transferring Acceptable Waste to the Transfer Station which has been delivered to the Recyclables Preprocessing Facility and transfer Acceptable Waste to the Recyclables Preprocessing Facility from the Transfer Station without passing through the Weigh Scales. The Authority will Transfer such waste with its loader.

6. **Housekeeping**

Miele will improve its housekeeping activities at the Transfer Station.

7. **Additional Staffing**

Miele will add a third employee at the Transfer Station.

8. **Uncontrollable Circumstance**

The parties shall treat any tax imposed by a state or any increase in an existing tax, other than New York, on the disposal of solid waste as an Uncontrollable Circumstance, and the parties shall negotiate any applicable relief relating thereto.

9. **Fuel Replenishment Program**

Miele shall cooperate with the Authority to implement a Fuel Replenishment Program, and the per ton fee paid to Miele shall be reduced pursuant to such program, as applicable.

10. **Ontario County Landfill**

If the Ontario County Landfill is able to accept Authority solid waste, the parties shall negotiate in good faith the delivery of such waste to the Ontario County Landfill.

11. **Term**

The term of the Transfer Station shall be extended to December 31, 2007.

EXHIBIT B

FORM OF TRANSFER STATION SERVICE AGREEMENT

Unan.

Item #11

**RESOLUTION NO. 45 OF 2002
CANCELLATION OF THE DECEMBER 2002 MEETING**

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 Authority 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 Thursday, December 26, 2002, shall be cancelled.

Motion to Approve
Jobson/Holbrook Unan.

Motion to Adjourn
Corallo/Phillips Unan.

Respectfully Submitted,
Camille Guido-Downey