

**Rockland County Solid Waste Management Authority  
Minutes  
February 27, 2003**

**Members Present**

C. St. Lawrence  
B. Berliner  
S. Corallo  
E. Devine  
T. Dusanenko  
F. Fornario  
C. Holbrook  
T. Kleiner  
H. Marshall  
I. Schoenberger  
P. Soskin  
Dr. Yarmus  
K. Zebrowski

**Members Absent**

S. Hurley  
D. Jobson  
H. Phillips  
F. Wassmer

**Others Present**

R. Delo  
T. West  
T. Pytlar  
S. Orfini  
J. Burnet  
J. Klos  
L. Furlong  
D. O'Donnell  
A. Etelson  
H. Benado  
K. Zepf

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

**Item #3**

**Resolution No. 4 of 2003  
Adoption of Minutes, Meeting of January 23, 2003**

B. Berlin offered the following resolution, which was seconded by S. Corallo and was approved unanimously, and,

**RESOLVED**, that the transcribed Minutes of the Rockland County Solid Waste Management Authority for the meeting of January 23, 2003 as recorded by the Clerk are hereby adopted.

**Item #4**

**WFC**

T. Pytlar stated that for the month of February WFC assisted the Authority in the following activities:

- Meeting with Waste Management to discuss the potential equipment improvements to the MRF, which are the glass crushers and the plastic flatteners.
- Reviewed the work by the subcontractor on the feasibility of the photovoltaic to power the Authority's facilities.
- Prepared responses to the DEC for the grant application for the tubgrinder, plastic flatteners and collection system for the schools.

- Observed the work of the contractor for the backyard composting demonstration area.
- Reviewed the feasibility of developing a site for a yardwaste facility in the Torne Valley.
- Following up with the contractors on the punch list items for the preprocessing facility.

### **Executive Director**

R. Delo stated that WM has been experiencing operational and maintenance problems at the MRF, which the Authority has been dealing with which has resulted in partial bypassing of materials at the facility as well as a significant amount of stock piled of material outside the facility. These problems are related to maintenance issues. WM has not done a good job maintaining the equipment and does not have enough mechanics on staff, which has resulted in a higher number of breakdowns. The Authority is working with WM, but R. Delo feels that this is another example of WM putting pressure on the Authority to get out of the contract. On the positive side, WM is working aggressively on capital improvements to the facility that should increase the efficiency of the system. The Orange County recyclables have started being delivered to the facility, which has stressed the situation. The Authority is working researching whether it is in the best interest of the Authority to look for a new operator for the Cocomposting Facility. The contract comes up in one year from now and in that contract the Authority has a unilaterally right to renew the contract for an additional five years or do a RFP to see if we can do better. The current operator, Synagro, would like to get out of the contract based on how they have behaving. R. Delo has had some discussions with other companies that operate these types of facilities that are very interested in our facility, as well as, coming in with some capital improvements which could increase the throughput of the facility. R. Delo will get more information on these companies. The Authority has to give Synagro notice by July/August of whether the Authority is going to renew. Within the next month the Authority will have a recommendation.

C. St. Lawrence question if the recommendation is going to be for a RFP or not?

R. Delo answered yes.

R. Delo stated that he has had discussions with L. Kalarickal of Clarkstown because the Authority is having significant problems with the amendment. At this time of the year with the ice, snow, and wet weather, the amendment gets too wet which is creating problems for the Authority. R. Delo feels that the Authority is going to have to proceed with the amendment drying system. The Authority is trying to get a grant from the State to cover 50% of the total cost. There is also a possibility of getting a NYSERDA grant because there is solar drying. The thermometer exchange program is a tremendous success. The Authority has had 4 events so far. The Authority has given out 3,500 thermometers already. The first HHW event of the year is next week. The Authority is going to be incorporating the thermometer exchange program in the HHW events. In addition, Verizon Wireless has contacted the Authority and asked about a wireless

exchange program where Verizon provides the Authority with shipping containers and the Authority ships the cell phones collected at the HHW to Verizon to be recycled. The phones will be used as part of a domestic violence program in Rockland County. R. Delo feels that this program is a win situation for the Authority. The Authority has also submitted a permit modification for the transfer station to increase the throughput capacity. The full application has been submitted and if the application is successful that would be a 50% increase at the facility.

C. St. Lawrence stated that the tonnage limit would go from 126,000 to 180,000 tons a year.

### **Item #8**

R. Delo stated that Synagro dated February 13, 2003 for a proposal for dealing with the corrosion issue at the cocomposting facility. Their proposal is offering the Authority a credit on the contract of \$500,000.00. Synagro will continue to do the coating issue with the Thortex System. Synagro will also reimburse the Authority \$48,000 in expenses that the Authority has incurred for legal and engineering costs. Synagro will take care of some of the punch list items that the Authority has and is offering to give the Authority a performance bond for \$500,000 to insure that Synagro will continue to maintain the building in regards to corrosion for the balance of the agreement. In exchange Synagro requests that the Authority give up the unilateral right to renew the contract. R. Delo feels that Synagro does not want to stay in the contract with the Authority. R. Delo also feels that this may be a positive thing. R. Delo stated that a meeting is scheduled to discuss this proposal. R. Delo's comments on the proposal are that an increase needs to be made in the performance bond to \$750,000 and rather than a performance bond he thought a letter of credit should be obtained so that the Authority does not have to sue the bonding company. If the Authority was to allow Synagro out of the contract, R Delo feels that there should be some exit testing done to be sure that the facility is brought up to the proper standards. R. Delo also believes that annual inspections for corrosion should be preformed after Synagro is gone.

C. St. Lawrence questioned how the Authority was able to obtain the greenhouse?

R. Delo answered that Synagro was late in completing the building and in return the Authority was able to have the greenhouse built as liquidated damages. R. Delo also stated that the Authority had a coating issue with the painting of the Steel throughout the project and steel was shipped back and repainted.

C. St. Lawrence questioned the letter of credit and the Authority gave Synagro the ability to get out of the contract then what would their liability then?

R. Delo answered that Synagro would operate the facility until the balance of their contract is over, which is February of next year. The next 15 years after that, Synagro still has to guarantee the corrosion of the facility. R. Delo feels that this is why annual inspections need to be conducted to ensure that there is no corrosion and if corrosion does

occur it can be corrected. R. Delo also stated that the letter of credit for \$750,000 would cover those expenses. R. Delo stated that he is requesting that much because there is a weak link (perlins) that hold the roof up which is a thin metal and when coating a metal you can never get a proper coating and this area is where most of the corrosion is taking place. If those perlins need to be replaced the Authority would have to remove the roof and replace it. The Authority estimated the cost to be around \$750,000. The roof is a composite type roof and there is no way to remove the pearlins without removing the roof.

S. Corallo questioned if this is an add on to the contract?

R. Delo answered yes. The Authority has an unconditional guarantee for 20 years on the corrosion protection and there is no dollar limit. The Authority owes Synagro \$650,000 and Synagro is proposing to keep \$500,000 of the outstanding amount and give the Authority an additional \$500,000 in a performance bond. What ever happens over the next 15 years Synagro's liability is limited to the amount of the performance bond. R. Delo feels that it is not a bad proposal but may need some changes. R. Delo also feels that it may be in the best interest of the Authority to work this out.

C. St. Lawrence questioned if an RFP is being put together now?

R. Delo answered yes.

#### **Item #5 & 6**

R. Delo stated that at a prior meeting the Authority had proposed building an additional yardwaste facility in Ramapo near the Authority's existing facilities. The Authority has a condemnation with Ramapo Land Company for the property that the Authority's facilities are currently located. R. Delo has been trying to resolve this. The Authority has had conversations with Ramapo Land Company about the feasibility of inquiring additional properties in the Torne Valley. Some of the property would be kept as open space and the remainder would be a yardwaste facility.

T. Pytlar gave a presentation on the proposed yardwaste facility sites that the Authority is currently reviewing for possible locations. T. Pytlar handed out an evaluation of the two sites dated February 27, 2003. T. Pytlar also handed out a cost proposal for both sites, also dated February 27, 2003.

R. Delo stated that there are a lot of positives for the upper site because there are not a lot of people in the area and it is buffered in this area. Any yardwaste facility creates noise, dust, and odor issues. Having the facility in this remote location would be beneficial.

R. Delo stated that this project might be a Design Build Operate project. R. Delo's recommendation would be to get the permitting for the facility and for the Authority to go out for DBO and the cost per ton would be lowered.

S. Corallo questioned if the Authority plans on taking water from the stream to wet down the wood mulch?

R. Delo answered yes. A permit would be needed.

S. Corallo stated that there is always a black residue that comes out after the mulch is wet down. What is the Authority planning on doing?

R. Delo answered that a pond would be included in the proposal.

S. Corallo questioned if the Authority goes out to private contractors and if the Authority is going to set the hours of the facility?

R. Delo answered yes. The Authority will set and lock in the hours of operation, dust, odor and all types of environmental issues. R. Delo stated that he feels an RFP is an advantage because you can assign penalties if rules of operation are not followed.

H. Marshall stated that the upper site is an undistributed site making an undistributed area now industrial. The Authority should look at a site that is already distributed.

T. Pytlar stated that the one reason why the Authority is looking at this site is because Ramapo Land Company is offering this site as a settlement with the condemnation.

C. St. Lawrence questioned where the O&R easements are?

R. Delo stated that the power lines run along the site and the site is already partially disturbed. R. Delo added that the Authority investigated building the site on top of the landfill and the costs were very high because the landfill is settling all the time. The methane recovery system would also disturb the pads that the Authority would need for the equipment. R. Delo also stated that he is unaware of any site that would accommodate what we are trying to do.

H. Marshall stated what opposition the Authority is going to run into from the environmental groups.

R. Delo stated that the Authority is hopeful that the two combined sites are 25-30 acres. As part of this the Authority would be looking to acquiring 100 acres and the rest of the property would be forever open space. The environmental groups might look at that as a trade off for allowing us to develop this 15-20 acre of a 100-acre parcel. The Authority expects to get some opposition from people who feel that everything should be green, but the Authority is looking at the trade off on the environmental benefits to recycle yardwaste and to have 80 acres forever green.

C. St. Lawrence stated that this site is the same site the Sithe Energy was proposing for a power plant and now there is another company looking to do the same.

R. Delo stated that the Authority might want to look at coupling this with the operation of the Cocomposting facility. The vendors that would operate the cocomposting facility would also operate a yardwaste facility and this might be a way to further reduce the cost of both facilities.

P. Soskin questioned what is the Authority doing under the power lines?

T. Pytlar answered nothing, the power lines runs along the site.

T. Kleiner questioned if all 5 Towns would bring their yardwaste their?

R. Delo answered that this facility would be a supplement facility to the Clarkstown Facility. Clarkstown is at their limit and the Authority needs to take some of the pressure off of them. The Authority is hoping to get more material at this end of the County.

C. St. Lawrence stated that the Ramapo DPW has to run to Clarkstown where now they can run to Hillburn.

R. Delo stated that he did met with Jack O'Keefe from Ramapo Land Company and the Authority showed him what we are proposing. Ramapo Land Company is looking for \$2.1 million to settle the condemnation and Mr. O'Keefe was not positive to the amount of land that we are looking for. Originally the Authority was requesting 200 acres more. Mr. O'Keefe will get back to the Authority on a counter proposal.

#### **Item #7**

C. St. Lawrence stated that a meeting was schedule and the Chairman had cancelled the meeting and a new date will be available ASAP.

A. Etelson stated that he has prepared a report on the updates on each company. IWS has the \$500,000 payment in place. There are some wording corrections that will be worked out. There is now a court judgment in place for Scuffy Carting in NJ. K. Zebrowski suggested an attorney from NJ to collect this outstanding balance.

C. St. Lawrence stated that it is advantages for the Authority to have an attorney from NJ to collect this debt.

A. Etelson reviewed his report dated February 20, 2003 with the Board.

C. St. Lawrence stated that the Authority should work on the Scuffy matter first.

A. Etelson stated that he has revised the credit application for all vendors of the transfer station

R. Delo stated that he feels that it is a good plan, however, he does need time to implement the new credit application because it calls for a personal guarantee and

information on all their equipment. The Authority might want to allow certain exceptions for companies that we already have agreements with.

C. St. Lawrence requested the credit policy to be reviewed by the committee first then the Authority will act on it.

K. Zebrowski stated that he will be available next week for a meeting of the committee.

K. Zebrowski made a motion to proceed with Counsel in NJ.

**Resolution No. 5 of 2003**  
**Retaining the Law Firm of Cuccio & Cuccio, P.C. to Represent the Authority**  
**in Collection the Authority's Judgment Against**  
**Scuffy Carting, LLC in New Jersey**

**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 entered a judgment against Scuffy Carting, LLC in the sum of \$81, 708.52 in the Supreme Court of Rockland County, New York for tipping fee arrears, and,

**WHEREAS**, the judgment has been docketed in the Superior Court of the State of New Jersey in which state Scuffy Carting, LLC is located, and,

**WHEREAS**, the records of Motor Vehicle Services, a Division of the New Jersey Department of Transportation Department of Transportation, reflected the ownership by Scuffy Carting, LLC of trucks currently registered, and,

**WHEREAS**, answers to subpoenas served upon All Points Capital reflect that Scuffy Carting, LLC has an equity in at least three vehicles, and,

**WHEREAS**, the law firm of Cuccio & Cuccio, P.C., 45 Essex Street, Hackensack, New Jersey has, by its letter of February 13, 2003 attached hereto, offered to represented the Authority in the collection of the judgment in New Jersey at an hourly rate of \$195 with a \$750 retainer, now therefore, be it

**RESOLVED**, that the Authority retain the services of the law firm of Cuccio & Cuccio, P.C. consistent with the terms of its letter.

Motion to Approve NJ Counsel  
Zebrowski/Berlin Unan.

C. St. Lawrence requested the committee to also review proper dental/vision plan for the Authority employees.

Motion to Adjourn  
Corallo/Yarmus Unan.

T. Kleiner request R. Delo to review the new BONY charges that T. Kleiner was advised on at the Supervisors meeting.

R. Delo agreed.

Respectfully Submitted  
Camille Guido-Downey