

**Rockland County Solid Waste Management Authority**  
**Minutes**  
**May 29, 2003**

**Members Present**

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

**Members Absent**

S. Hurley  
D. Jobson  
H. Marshall

**Others Present**

R. Delo  
A. Etelson  
T. West  
T. Pytlar  
D. O'Donnell  
J. Klos  
H. Benado  
L. Furlong  
J. Burnet  
B. Beckman  
D. Madionero

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

**Item #3**

**Resolution No. 11 of 2003**  
**Adoption of Minutes, Meeting of April 3, 2003**

F. Fornario 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 April 3, 2003 as recorded by the Clerk are hereby adopted.

**Item #4**

T. Pytlar stated that for the months of April and May the following were the services provided:

- Assisted R. Delo with the negotiations with Synagro for the corrosion protection issues and the buy out of warranty of exit testing provisions that are going to be discussed in detail tonight.
- Assisted in reviewing information provided by Waste Management regarding the equipment upgrades.
- A grant application was prepared for a baler facility at the RPF and MRF Improvements.
- Reviewed information provided by Sithe for their previously proposed site for their EIS and the Authority's usefulness for the Authority's yardwaste Facility.
- Conducted a survey of the yardwaste facility site regarding the stream water as per the request from the NYSDEC.
- Visited insulation using solar wall technology, which would help the drying of the wood amendment at the Cocomposting Facility.
- Reviewing the yardwaste facility site for Stony Point that was proposed 10 years ago.

## **Executive Director Report**

R. Delo stated that that Authority is investigating an additional yardwaste facility in the Town of Stony Point. The Authority is still waiting for the Town to advise us if they are interest in this facility. This facility is in addition to the facility with the Town of Ramapo. The Authority is still having discussions with Ramapo Land and they still are moving very slowly. The Authority is still waiting to hear back from the State as to weather the Authority can construct anything on the old Sithe site. The State did mark out the stream corridor today and will be surveyed shortly. The container system at the MRF is out of service again. WM is bypassing the Facility and shipping the material to their facility in Newark, NJ. There is a new infeed conveyor being delivered this week and will be installed over the weekend and should be in service by next week. Item #9 on the agenda R. Delo requests that this item by pulled. The discussions with WM are not complete and new items have been put on the table. WM has proposed a buy out of the contract to not processing containers at the facility anymore. WM would process the containers at their facility in Newark, NJ, and our facility would only process fiber. There is a need for an upgrade of the container system. The Authority has received some EPF grant money for the improvements that would cost \$1.2 million. R. Delo has been discussing with WM for them to contribute some of the moneys for the improvements because some of these improvements are needed due to WM's lack of maintenance on the equipment.

C. St. Lawrence questioned if WM has show any desire to contribute and money to the improvements?

R. Delo answered that the Authority thought that WM was interested but now WM is pursuing a lot of different avenues.

R. Delo continued that Dr. Yarmus has put R. Delo in tough with a medical Waste Disposal Company that the Authority can look at in the near future.

### **Item #5**

#### **Resolution No. 12 of 2003 Amending the Retainer Agreement with the Law Firm of Wasserman, Grubin & Rogers in their Representation of the Authority in its Law Suit with Waste Management**

**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 law firm of Wasserman, Grubin & Rogers, on January 24, 2002, were retained by the Authority, in its law suit with Waste Management, and,

**WHEREAS**, by Resolution No. 5 of 2002 the Authority authorized the retention of said law firm to be paid the following hourly rates:

Partners	\$225
Senior Associates	\$185
Junior Associates	\$165
Para Legals	\$70

**WHEREAS**, the said law firm has advised the Authority that it has raised its hourly rates for public clients for the first time in several years, and,

**WHEREAS**, the new hourly rates are as follows:

Partners	\$250
Senior Associates	\$195
Junior Associates	\$175
Para Legals	\$75

Now, therefore, be it,

**RESOLVED**, that the Authority hereby approves of the new hourly rates set forth above.

**Discussion**

R. Delo stated that their hourly rate has been at the same rate for quite some time and they have asked for a small increase. R. Delo recommended this increase and advised the Board that this rate is a competitive rate.

Motion to Approve  
Corallo/Berliner

S. Corallo questioned what the time frame is for this resolution?

R. Delo answered that there is no time on this resolution because this is their first increase to their contract.

Unan.

**Item #6**

**RESOLUTION NO. 13 OF 2003**

**AUTHORIZING THE CHAIRMAN OF THE AUTHORITY TO ENTER INTO AND EXECUTE A SETTLEMENT AGREEMENT AND SEVENTH AMENDMENT TO COCOMPOSTING FACILITY AGREEMENT WITH SYNAGRO-WWT, INC. IN SETTLEMENT OF CERTAIN DISPUTES ARISING BETWEEN THE AUTHORITY AND SYNAGRO-WWT, INC. RELATING TO THAT CERTAIN COCOMPOSTING FACILITY DESIGN, CONSTRUCTION AND OPERATION AGREEMENT DATED AS OF JUNE 27, 1996**

**WHEREAS**, the Authority and Waste Management of New York, LLC (“Waste Management”), executed a Cocomposting Facility Design, Construction and Operation Agreement dated as of June 27, 1996 for the design, construction, start-up, acceptance testing, operation and maintenance of a cocomposting facility (the “Facility”) and the marketing of compost produced from the Facility, as amended by the First Amendment to the Cocomposting Facility Agreement dated as of June 26, 1997, the Second Amendment to the Cocomposting

Facility Agreement dated as of September 26, 1997, the Third Amendment to the Cocomposting Facility Agreement dated as of March 26, 1998, the Fourth Amendment to the Cocomposting Facility Agreement dated as of January 26, 1999, the Fifth Amendment to the Cocomposting Facility Agreement dated as of November 1, 1999, and the Sixth Amendment to the Cocomposting Facility Agreement dated as of March 1, 2000 (the “Cocomposting Facility Agreement”); and

**WHEREAS**, as a condition to the Sixth Amendment to the Cocomposting Facility Agreement dated as of March 1, 2000 (the “Sixth Amendment”), Waste Management agreed, in relevant part, to provide to the Authority a 20-year warranty of the Facility buildings, including corrosion for the cocomposting building; and

**WHEREAS**, in accordance with the Sixth Amendment, Waste Management provided the “Cocomposting Facility Buildings Warranty by Waste Management of New York to the Rockland County Solid Waste Management Authority” in March, 2000 (the “Warranty”); and

**WHEREAS**, on or about August 12, 2000, the Cocomposting Facility Agreement was validly assigned by Waste Management to Synagro-WWT, Inc. (the “Company”) in accordance with Section 14.7 of the Cocomposting Facility Agreement; and

**WHEREAS**, in conjunction with such assignment of the Cocomposting Facility Agreement by Waste Management to the Company, Waste Management also proposed to assign the Warranty to the Company; and

**WHEREAS**, the Authority did not consent to the assignment of the Warranty from Waste Management to the Company as required by Section 13 of the Warranty; and

**WHEREAS**, the Company has performed under both the Cocomposting Facility Agreement and Warranty since on or about August 12, 2000; and

**WHEREAS**, the Authority now desires to consent to the assignment of the Warranty by Waste Management to the Company; and

**WHEREAS**, certain disputes have arisen between the Authority and the Company relative to payment for Construction Work, certain Final Punch List items, and certain Close-Out Requirements, each as defined in the Cocomposting Facility Agreement; and

**WHEREAS**, as a result of such disputes, the Authority currently holds \$648,562.09 in funds (the “Construction Funds”) invoiced by the Company for Construction Work performed at the Facility; and

**WHEREAS**, the Authority has incurred professional fees and costs associated with the ongoing disputes over the Construction Funds and related issues; and

**WHEREAS**, the Authority and the Company propose to enter into a Settlement Agreement, in the form attached hereto as Exhibit A (the “Settlement Agreement”), to resolve all such outstanding disputes, including potential claims and defenses against each other, to make final and complete settlement of all outstanding claims and issues between them, and to resolve certain potential disputes on a going-forward basis; and

**WHEREAS**, the Settlement Agreement shall provide that the Authority shall retain \$548,562.09 of the Construction Funds in Settlement of the disputes described above; and

**WHEREAS**, the Settlement Agreement shall further provide that the obligations of the Company under the Warranty shall terminate upon payment by the Company to the Authority of an amount equal to \$500,000, such amount to be secured by a letter of credit in favor of the Authority and to be paid by the Company in equal monthly increments over an 18-month period commencing on the effective date of the Settlement Agreement, without interest; and

**WHEREAS**, the Settlement Agreement shall further provide that the Company shall have no further obligation with respect to the exit testing obligations set forth in Section 13.3 of the Cocomposting Facility Agreement upon payment by the Company to the Authority of an amount equal to \$275,000 (the “Exit Testing and Equipment Funds”); and

**WHEREAS**, in partial satisfaction of payment of the Exit Testing and Equipment Funds, the Authority shall retain the remaining \$100,000 of Construction Funds. The remaining \$175,000 of Exit Testing and Equipment Funds shall be secured by a letter of credit in favor of the Authority and be paid by the Company to the Authority in equal monthly increments over an 18-month period commencing on the effective date of the Settlement Agreement, without interest; and

**WHEREAS**, as a condition to the Settlement Agreement, the Authority and the Company propose to enter into a Seventh Amendment to the Cocomposting Facility Agreement, in the form attached hereto as Exhibit B (the “Seventh Amendment”), on or before the effective date of the Settlement Agreement; and

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the Authority authorizes the Chairman of the Authority to execute the Settlement Agreement and Seventh Amendment with the Company in substantially the forms set forth in the Exhibits hereto, with such additional terms, amendments, modifications or changes thereto as the Chairman may approve as in the best interest of the Authority and not inconsistent with the terms presented at this meeting. The execution of the Settlement Agreement and the Seventh Amendment shall constitute conclusive evidence of the valid authorization hereunder of any such additional terms, amendments, modifications or changes; and

**RESOLVED**, that the Authority authorizes the Chairman of the Authority to execute, deliver or accept on behalf of the Authority, any and all other agreements, instruments (including security instruments), 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 Settlement Agreement and Seventh Amendment; and

**RESOLVED**, that an amount equal to \$1,000,000 of the funds retained by the Authority or paid by the Company to the Authority in accordance with the Settlement Agreement shall be deposited into the System Improvements Fund established under the Solid Waste Management System Bond Resolution.

EXHIBIT A  
EXHIBIT B

Motion to Approve

Zebrowski/Holbrook Unan.

**Item #7**

**Resolution No. 14 of 2003  
AUTHORIZING AMENDMENT NO. 15 TO WILLIAM F. COSULICH  
ASSOCIATES CONTRACT WITH THE AUTHORITY TO EXPEND  
ADDITIONAL ENGINEERING FEES REQUIRED FOR CONSULTING  
SERVICES FOR THE AUTHORITY'S OPERATIONS**

**WHEREAS**, The Rockland County Solid Waste Management 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**, in order to serve the public need as set forth in its enabling legislation, the Authority has constructed a Materials Recovery Facility and Sludge Composting Facility at its site at Torne Valley Road in Hillburn, New York, and

**WHEREAS**, said facilities have been in operation since June, 1998, and

**WHEREAS**, the firm of William F. Cosulich Associates (the "Engineers") are the engineering consultants to the Authority under the contract, and

**WHEREAS**, the services of William F. Cosulich Associates are required to assist in the continued operations and programs of the Authority, and

**WHEREAS**, William F. Cosulich Associates has submitted to the Executive Director its May 22, 2003 letter enclosing budgets for various engineering Services, and

**WHEREAS**, the additional budget requested is in the sum of \$376,381, and

**WHEREAS**, the Executive Director has reviewed the proposed Amendment No. 15 and recommends it approval, therefore be it

**RESOLVED**, that the contract for services with William F. Cosulich Associates be enlarged by Amendment No. 15 to include the additional services required by the Executive Director for the purposes set forth in the above letter and estimated budget attached thereto, and it is further

**RESOLVED**, that the Executive Director is authorized to execute all documents necessary to facilitate the same.

Motion to Approve  
Zebrowski/Phillips Unan.

**Item #8**

**Resolution No. 15 of 2003  
Authorizing the Town of Ramapo Department  
of Parks and Recreation to Tap Into the Authority's Water  
Main on Torne Valley Road at No Cost To The Town**

**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 Town of Ramapo Department of Parks and Recreation is planning to develop a community center and recreation complex in the Torne Valley, and,

**WHEREAS**, the said Town of Ramapo Department of Park and Recreation are desirous of tapping into the water main at no cost which is located in Torne Valley Road which water main is owned by the Authority, and,

**WHEREAS**, the Authority or its agents have received the preliminary design plans in connection with said project prepared by Ward Associates, P.C. a landscape architect and architect and engineering firm, and

**WHEREAS**, the Authority has approved of the tapping into its water main at no cost to the Town of Ramapo as set forth above, now therefore be it,

**RESOLVED**, that the Authority hereby permits the Town of Ramapo Department of Parks and Recreation to tap into the Authority’s water main on Torne Valley Road upon obtaining the necessary approvals and permits required at no cost to the Town of Ramapo, and it is further,

**RESOLVED**, that the executive Director execute whatever documents are necessary and proper to accomplish the project.

Motion to Approve  
Schoenberger/Berliner Unan.

**Discussion**

R. Delo stated that the resolution needs to amended to reflect the deduction of the capital costs. When Marangi tried into our water line the Authority passed a resolution requiring a per acre capital fee to be paid by the user. This tie in by the Town would cost \$57,000. Therefore we need to amend the resolution to waive the capital costs for the tie in.

Motion accepted by Schoenberger/Berliner

T. Dusanenko questioned why the Authority would waive the costs for the connection?

R. Delo answered because it is for a municipality. R. Delo stated the he believes that the intent for the resolution years ago was for if a private developer was going to utilize our water line this fee would deferring some of the cost for the construction of the water line.

Unan.

**Item #9**

This Item Was Pulled

**Item #10**

**Presentation-Energy Conference**

C. St. Lawrence called Dorice Madionero to make her presentation.

D. Madionero stated that Melanie Golden and herself along with the organizers at Pace University Energy Program on a renewable energy expo and conference to be held at Bear Mountain, NY in September.

D. Madionero discussed the opportunities for the RCSWMA in partnering with Pace at this Expo and offered that the Authority take full sponsorship of the planning and hosting of the Family/Children’s tent at the event. There is expected to be 8,000-10,000 people at this event and it will be a two-day event.

C. St. Lawrence questioned the cost to sponsor the tent?

D. Madionero answered the tent and your staff, time, and materials that you usually hand out at events. Administration is free for the event.

C. St. Lawrence stated that the Authority would sponsor the tent for the event and that this is a great opportunity for the Authority to get the message out to the public and this event is a great opportunity for the Authority.

Motion to Approve  
Phillips/Kleiner Unan.

**Item #11**

**Resolution No. 16 of 2003**

**Authorizing an Extension of the Five Year Contract Between the Authority and Miele Sanitation of NY Regarding Pick up and Disposal of Solid Waste for the Village of Haverstraw for an Additional Six Months**

**WHEREAS**, the Rockland County Solid Waste Management Authority (the “Authority”), is 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 and Miele Sanitation of NY’s five year contract for pick up and disposal of solid waste for the Village of Haverstraw is expiring on June 30, 2003, and

**WHEREAS**, the Village of Haverstraw has requested changes to the contract which changes require evaluation and incorporation into bid documents, and,

**WHEREAS**, there are no bid items for certain properties being services under the current contract and new bid items for these properties must be developed and assigned to these properties through the Village Assessor, and,

**WHEREAS**, Miele Sanitation of NY has agreed to a six month extension of the contract under the current terms, conditions and costs, and,

**WHEREAS**, the six-month extension of the contract will provide time to address the anticipated changes, now, therefore, be it

**RESOLVED**, that the Authority authorizes an extension of the said contract to December 31, 2003 under the same terms, conditions and costs, and it is further,

**RESOLVED**, that the Executive Director execute and documents that may be necessary to accomplish this extension.

Motion to Approve  
Yarmus/PhillipsUnan.

**Item #12**

**Resolution 17 of 2003**

**Amending the Household Hazardous Waste Facility Contract to Permit the Expansion of Collection and Disposal Beyond The Current Occasional Operation Dates**

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

**WHEREAS**, for the purpose of serving the residents of Rockland County, the Authority, in addition to maintaining its solid waste operations in Hillburn, New York, On June 4, 1997 contracted with Laidlaw Environmental Services, (North East, Inc. to maintain and service the collection and disposal of household hazardous waste at the Rockland County Fire Training Center site in Pomona, New York, and,

**WHEREAS**, the said contract was amended on November 30, 1998 to reflect Laidlaw's Change of name to Safety-Kleen Corporation and to extend the contract to December 31, 2000, and,

**WHEREAS**, thereafter Safety-Kleen Corporation and certain of its subsidiaries filed for Chapter 11 Bankruptcy protection, and,

**WHEREAS**, on October 16, 2002 the Bankruptcy Court approved of assignment of this and other contract to Clean Harbors Environmental Services, Inc., and the acceptance of the contract by Clean Harbors, and,

**WHEREAS**, Clean Harbors has been maintaining and servicing the Household Hazardous Waste Facility for the collection and disposal days established by the Authority, and,

**WHEREAS**, the household hazardous waste program has been so successful and has on occasion overwhelmed the staff operating the program, and,

**WHEREAS**, it has been suggested that the operation of the program be expanded to include additional days of the week to accommodate the over flowing response, and,

**WHEREAS**, the Authority in its 2003 budget provided for the salary and fringe benefits for no less than two full time employees to operate the Household Hazardous Waste Facility on an expanded schedule including weekdays, and,

**WHEREAS**, Clean Harbors has established a new program entitled “Apollo Onsite Services Program “ throughout the country to service the needs of ant community, and,

**WHEREAS**, Clean Harbors has proposed an amendment to the existing contract to provide these services at an estimated cost of \$169,000 per year, and,

**WHEREAS**, by amending the contract with Clean Harbors the Authority could dispense with filling the twp positions so budgeted thus saving salaries, benefits and training costs, and,

**WHEREAS**, the cost of the program would be eligible for 50% grant funding from the HHW Environmental Protection Fund Program, and,

**WHEREAS**, the Authority in a trial basis could contract with Clean Harbors for a six month period beginning July 1, 2003 at an estimated cost of \$84,500 for the last half of the year 2003, and,

**WHEREAS**, the Authority could apply for a grant to pay for 50% of said cost of \$84,500 now, therefore be it,

**RESOLVED**, that the Authority, through its Executive Director and counsel, negotiate an amendment of the existing contract with Clean Harbors along the lines set forth above and executed the appropriate documents to accomplish same.

Motion to Approve  
Berliner/Soskin Unan.

Motion to Adjourn  
Zebrowski/Fornario Unan.

Respectfully Submitted,

Camille Guido-Downey