

1. Chairman Phillips called to order the Rockland Green Board meeting for Tuesday, December 7, 2021, at 5:00 p.m.

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2. Pledge of Allegiance led by Commissioner Hood

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3. Roll call by clerk. There is a quorum.

**Present**

**Chairman Phillips**  
**Commissioner Hoehmann**  
**Commissioner Hofstein**  
**Commissioner Hood**  
**Commissioner Kohut**

**Present**

**Commissioner McGowan**  
**Commissioner Monaghan**  
**Commissioner Soskin**  
**Commissioner Specht**

**Absent**

**Commissioner Jobson**  
**Commissioner Kenny**  
**Commissioner Lynn**  
**Commissioner Moroney**  
**Commissioner Paul**  
**Commissioner Powers**  
**Commissioner Wieder**  
**Commissioner Yeger**

**Staff**

Izzy Eisenbach, Jerry Damiani, Hermelindo Flores, Lawrence Garvey, Noreen Gelok, Jeremy Goldstein, Suzanne Haggerty, Ken Murphy

**Others**

Stephen Wargo Jr., Stephen Wargo Sr., Teno West

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4. **Introduced by: Hoehmann/Specht** **Unan.** **December 7, 2021**

**RESOLUTION No. 76 OF 2021**  
**ADOPTION OF MINUTES, MEETING OF**  
**OCTOBER 28, 2021**

**RESOLVED**, that the transcribed Minutes of Rockland Green are approved for the meeting October 28, 2021 as recorded by the Clerk and are hereby adopted.

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5. Introduced by: Soskin/Specht

Unan.

December 7, 2021

**RESOLUTION NO. 77 of 2021**

**AWARDING PROPOSAL AND AUTHORIZING EXECUTION OF SERVICE AGREEMENT WITH THE FIRM OF CARLO MINUTO CARTING COMPANY INC. FOR SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FOR THE VILLAGE OF AIRMONT**

**WHEREAS**, the Rockland County Solid Waste Management Authority d/b/a Rockland Green (hereinafter “Rockland Green”) has entered into an intermunicipal agreement with the Village of Airmont (hereinafter the “Village”) to provide garbage, bulky items and recyclables collection services to the Village, pursuant to Resolution 50 of 2021, duly adopted on June 24, 2021, and

**WHEREAS**, pursuant to the Intermunicipal Agreement, the Village has authorized Rockland Green to solicit proposals for removal and disposal of garbage, bulky items, and recyclable materials from the Village; and

**WHEREAS**, Rockland Green issued a Request for Proposals for such services on July 1, 2021 as amended pursuant to addenda, (the “RFP”); and

**WHEREAS**, on August 11, 2021, one (1) proposal was received from Carlo Minuto Carting Company Inc.; and

**WHEREAS**, Rockland Green’s Evaluation Committee evaluated the proposal and sought and supplied clarifications and additional information on September 14, 2021 and thereafter, and Rockland Green received and supplied timely responses to such requests; and

**WHEREAS**, the Evaluation Committee held a virtual interview with Carlo Minuto Carting Company Inc. on October 4, 2021; and

**WHEREAS**, Rockland Green’s evaluation committee evaluated the proposal and clarification responses and, taking into consideration the technical evaluation factors set forth in the request for proposals, including qualifications, experience and price, the Evaluation Committee determined that Carlo Minuto Carting Company Inc. provided a proposal demonstrating its capability to perform the services sought for a reasonable price, and, as such, is an advantageous proposal; and now therefore be it

**RESOLVED**, that the Executive Director of Rockland Green is hereby authorized to negotiate with Carlo Minuto Carting Company Inc., and, if negotiations prove successful, execute the Solid Waste Collection, Transportation and Disposal Agreement for the Village of Airmont as generally such services are described in the specifications set forth in RFP 2021-11, subject to review by Rockland Green Counsel; and be it further

**RESOLVED**, that the Solid Waste Collection, Transportation and Disposal Agreement for the Village of Airmont shall be substantially in the form presented at this meeting, with such amendments, modifications, changes and omissions thereto as the Executive Director of the Rockland Green may negotiate and approve as in the best interests of Rockland Green and not inconsistent with

the terms of this resolution, and the execution of the Solid Waste Collection, Transportation and Disposal Agreement for the Village of Airmont shall constitute conclusive evidence of the valid authorization hereunder of any such amendment, modification, change or omission; and be it further

**RESOLVED**, that Rockland Green, in its sole discretion, has the right to discontinue negotiations with Carlo Minuto Carting Company Inc. at any time prior to the execution of the Solid Waste Collection, Transportation and Disposal Agreement for the Village of Airmont and such agreement shall not be binding and valid until executed by the parties.

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6. **Introduced by: Monaghan/Hood**

**Unan.**

**December 7, 2021**

**RESOLUTION NO. 78 OF 2021  
AWARD OF CONTRACT FOR FIRE PROTECTION UPGRADES  
AT THE COCOMPOSTING FACILITY  
RFP NO. 2021-18**

**WHEREAS**, on September 27, 2021, Rockland Green issued a Request for Proposal RFP 2021-18 for the purpose of seeking fire protection upgrades at the Biosolids Co-Composting Facility at 400 Torne Valley Road, Hillburn, NY 10931 (the “RFP 2021-18”); and

**WHEREAS**, one proposal was submitted in response to RFP 2021-18; and

**WHEREAS**, Rockland Green reviewed the proposal submitted by Campbell Fire Protection Inc., and determined that the proposal conformed to the specifications in the Request for Proposal; now therefore be it

**RESOLVED**, that the Rockland Green Board hereby awards the contract for fire protection upgrades at the Biosolids Co-Composting Facility at 400 Torne Valley Road RFP No. 2021-18, to Campbell Fire Protection Inc., in the amount of \$228,000.00, and authorizes the Executive Director to execute a draft agreement, for the performance of the work specified in the proposal; and be it further

**RESOLVED**, that Rockland Green, in its sole discretion, has the right to rescind this award at any time prior to the execution of the agreement for fire protection upgrades at the Biosolids Co-Composting Facility at 400 Torne Valley Road, and such agreement shall not be binding and valid until executed by the parties.

Funding Source: Capitol Fund

**Phillips:** Executive Director could you let us know what this is for?

**Damiani:** This is for the biosolids facility to upgrade the fire protection system.

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**Phillips:** Executive Director please tell us about these three change orders.

**Damiani:** All three change orders are related to Butler Contract #2 of the Materials Recovery Improvements. Change Order #1 is extending the environmental wall out an addition twenty some odd feet due to the fact that the original design contemplated a small metal deflector. When it was looked at again through the submitted design from Van Dyke and the layout of their equipment determined the engineers needed to extend that environmental wall to ensure that the drum feeder there was no additional spillage and we can utilize that wall as a push wall. Change Order #2 is associated with Contract #2 and this has to do with replacing or adding additional angle iron that is in pit #3. Pit #3 fed the Mack press baler and the bunkers on the old system. We expanded and extended that out to the North end and the East side. The West side where this angle iron is located either was missing or damaged during the demolition under Two Brothers Contracting but was not identified in the drawings. Unfortunately, it is \$10,856 to replace forty-two linear feet of angle iron. Change Order #3 has to do with Butler's Contract #2 changing the building manufacturer from Varco Pruden to Nucor Building Systems and installed by ABM at an increase of \$174,600. Varco Pruden could not meet our schedule even though they were the building manufacturer and installer that was identified in their proposal, but unfortunately, they could not meet the schedule and we would be waiting an additional fifty to fifty-two weeks for delivery. We asked Butler to go out to the market and find another manufacturer with a similar design and find out what the schedule would be. Butler was originally supposed to be substantially completed by August 2022 and the completion now has been pushed back to October 2022.

7. **Introduced by: McGowan/Hofstein**

**Unan.**

**December 7, 2021**

**RESOLUTION NO. 79 OF 2021  
AUTHORIZING APPROVAL OF CHANGE ORDERS TO  
CONTRACT FOR FACILITY IMPROVEMENTS – GENERAL  
CONSTRUCTION AT THE MATERIALS RECOVERY FACILITY**

**WHEREAS**, by Resolution No. 56 of 2021, the Board of the Rockland County Solid Waste Management Authority d/b/a Rockland Green (hereinafter “Rockland Green”) authorized award of the contract for Facility Improvements – General Construction at the Materials Recovery Facility (“MRF”) to Butler Construction Group, Inc. (the “Contractor”) dated as of October 13, 2021 (the “Contract”); and

**WHEREAS**, additional work to extend to the environmental wall in Area 1 of the MRF is required to accommodate the DSR Processing System design in the amount of \$6,634.54 to be designated by Change Order No. 1; and

**WHEREAS**, the replacement of existing pit wall angle irons for Pit Number 3 at the MRF is required in the amount of \$10,856.40 to be designated by Change Order No. 2; and

**WHEREAS**, due to significant delays in the availability of the previously approved pre-engineered metal building (“PEMB”) the Contractor has requested a change order consisting of a change in the date for substantial completion of the work and a change in the manufacturer of the PEMB from Varco Pruden/Kraemer to American Buildings (Nucor)/ABM in the amount of \$174,600 to be designated by Change Order No. 3; and

**WHEREAS**, Rockland Green’s Engineer, RRT Engineering, LLC, has reviewed these change orders, copies of which are attached hereto, and agrees with the change orders, the required modifications to the work, the additional scope of work, and pricing; now therefore be it

**RESOLVED**, that Rockland Green hereby approves Change Order No. 1 in the amount of \$6,634.54, Change Order No. 2 in the amount of \$10,856.40, and Change Order No. 3 in the amount of \$174,600 totaling \$192,090.94 for a total amended contract price of \$7,813,600.94 for the Contract.

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**8. Introduced by: Hoehmann/Hofstein**

**Unan.**

**December 7, 2021**

**Resolution No. 80 of 2021**

**APPOINT MEO III TO ROCKLAND GREEN**

**WHEREAS**, Rockland Green has determined that it needs to fill the position of MEO III; and

**WHEREAS**, Hermelindo Flores has sought the position, and appears to be qualified; now therefore be it

**RESOLVED**, Hermelindo Flores is hereby provisionally promoted to the position of MEO III to serve in such capacity at the pleasure of the Rockland Green Board, and be it further

**RESOLVED**, that the compensation for such services beginning December 8, 2021, shall be the sum of \$63,200.00 annually; and be it further

**RESOLVED**, that the MEO III shall perform a minimum of 40 hours of services per week, and be it further

**RESOLVED**, that the Executive Director is hereby authorized and directed to provide a compensation package comparable to that offered to other similarly employed Rockland Green employees and to take all such steps necessary to implement same.

Funding Source: Salaries

**Damiani:** Hermelindo Flores has been employed by Rockland Green since 2016. Hermelindo has provided services as a Laborer and has moved up the ranks from Laborer to MEO II and I am proud to nominate him to position of MEO III.

**Phillips:** Congratulations on your promotion. Jerry speaks highly of you and that means a lot.

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9. **Introduced by: RG Board/RG Board**

**Unan.**

**December 7, 2021**

**RESOLUTION NO. 81 OF 2021**

**ACCEPTING RESIGNATION OF LABORER  
TO ROCKLAND GREEN**

**WHEREAS;** Daniel Cabrera has been employed since 2020 by Rockland Green as a Laborer; and

**WHEREAS;** Daniel Cabrera has tendered his resignation for the position of Laborer for Rockland Green, effective December 17, 2021, therefore it is hereby

**RESOLVED;** the resignation of Daniel Cabrera as designated Laborer for Rockland Green is hereby accepted; and be it further

**RESOLVED;** the Executive Director is hereby authorized to sign and file all necessary forms, returns and documents as may be required statutorily in connection with the above matter and to take all such actions and do all such things from time to time in this regard.

**Phillips:** We wish Dan Cabrera the best in his new life in Florida.

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**10. New Business**

**Phillips:** Executive Director do we have new business.

**Damiani:** Yes Mr. Chairman. We have a resolution for the termination of James Campbell a Laborer that was assigned to the West Nyack Facility. James was a no show no call for three consecutive days. Per the employee handbook, he has voluntarily given up his position.

**Introduced by: RG Board/RG Board**

**Unan.**

**December 7, 2021**

**Resolution No. 82 of 2021**

**TERMINATION OF EMPLOYMENT OF JAMES CAMPBELL, LABORER**

**WHEREAS;** James Campbell has been employed by Rockland Green as a laborer at the Transfer Station in West Nyack since February 11, 2021; and

**WHEREAS;** James Campbell stopped reporting for work on November 26, 2021 and has not returned to work; and

**WHEREAS;** the Rockland Green Employee Handbook, distributed to all Rockland Green employees, under the heading No Call/ No Show, page 30, directs that anyone absent for three (3) consecutive work days without prior permission and without calling in as required, may be presumed to have voluntarily quit as of the last day worked or other date as designated by Rockland Green; and

**WHEREAS;** James Campbell was thereupon absent without permission and without calling in as required on November 29, 2021, November 30, 2021, December 1, 2021, and thereafter; let it be

**RESOLVED;** that the Executive Director is hereby authorized to sign and file all necessary forms, returns and documents and take all actions as may be required to terminate the employment of James Campbell from Rockland Green, effective December 2, 2021.

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**Damiani:** Since we are losing a Laborer we need to hire a new Laborer.

**Introduced by: Hood/Kohut**

**Unan.**

**December 7, 2021**

**Resolution No. 83 of 2021**

**APPOINT LABORER TO ROCKLAND GREEN**

**WHEREAS,** Rockland Green has determined that it needs to fill the position of Laborer; and

**WHEREAS,** Stephen M. Wargo has sought the position, and appears to be qualified; now therefore be it

**RESOLVED,** Stephen M. Wargo is hereby provisionally appointed to the position of Laborer to serve in such capacity at the pleasure of the Rockland Green Board, and be it further

**RESOLVED**, that the compensation for such services beginning December 8, 2021, shall be the sum of \$48,500.00 annually; and be it further

**RESOLVED**, that the Laborer shall perform a minimum of forty (40) hours of services per week and subject to a term of probation of twenty-six (26) weeks, and be it further

**RESOLVED**, that the Executive Director is hereby authorized and directed to provide a compensation package comparable to that offered to other similarly employed Rockland Green employees and to take all such steps necessary to implement same.

Funding Source: Salaries/Contingency Fund

**Phillips:** Congratulations Stephen. Welcome aboard.

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**Damiani:** Just to give you an update on the Materials Recovery Facility. The receiving area that you saw at the ground-breaking ceremony has been fully replaced. We poured over 330 cubic yards of concrete. We also poured the West wing environmental wall yesterday and the East was poured today. Rockland Electric has done a great job terminating some of the old electrical runs and installing new conduit and new electrical drops to feed the Van Dyke system. We also started demolishing and excavating in and around the East side of the drop off.

**Phillips:** What is the timeline again?

**Damiani:** To get an operator on board so we can do the testing as of October/November.

**Phillips:** Do we have any comments from the Commissioners or any public comment? Since there is no public comment, do we have a motion to adjourn?

**Hoehmann:** Moved

**Specht:** Seconded

The meeting was adjourned at 5:20 p.m.

Respectfully submitted,

Suzanne Haggerty