

1. Chairman Phillips called to order the Rockland Green Board meeting for Tuesday December 20, 2022, at 5:15 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 via phone**  
**Commissioner Hood**  
**Commissioner Kohut**

Present

**Commissioner Monaghan**  
**Commissioner Paul**  
**Commissioner Powers**  
**Commissioner Soskin**  
**Commissioner Specht**

Absent

**Commissioner Jobson**  
**Commissioner Kenny**  
**Commissioner Lynn**  
**Commissioner McGowan**  
**Commissioner Moroney**  
**Commissioner Wieder**  
**Commissioner Yeger**

Staff

Jeremy Apotheker, Jerry Damiani, Izzy Eisenbach, Noreen Gelok, Jeremy Goldstein, Dee Louis, Ron Ludwig, Ken Murphy

Others

Edwin Mann, Teno West

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4. Introduced by: Hoehmann/Specht

Unan.

December 20, 2022

**RESOLUTION No. 104 OF 2022**  
**ADOPTION OF MINUTES, MEETING OF**  
**NOVEMBER 17, 2022**

**RESOLVED**, that the transcribed Minutes of the Rockland County Solid Waste Management Authority are approved for the meeting November 17, 2022, as recorded by the Clerk and are hereby adopted.

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5. Introduced by: Powers/Soskin

Unan.

December 20, 2022

**RESOLUTION NO 105 OF 2022  
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 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**, on December 7, 2021, Rockland Green approved certain modifications to the Contract in the form of Change Orders 1, 2 and 3 pursuant to Resolution No. 79 of 2021; and

**WHEREAS**, on January 27, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 4, 6, 7, 9, 10, 12 and 14 pursuant to Resolution No. 14 of 2022; and

**WHEREAS**, on February 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 16 and 17 pursuant to Resolution No. 27 of 2022; and

**WHEREAS**, on March 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 18 and 19 pursuant to Resolution No. 31 of 2022; and

**WHEREAS**, on April 28, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 20 and 22 pursuant to Resolution Nos. 39 and 48 of 2022, respectively; and

**WHEREAS**, on May 26, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 31, 11 and 13 pursuant to Resolution No. 50 of 2022; and

**WHEREAS**, on June 22, 2022, Rockland Green approved certain modifications to the Contract in the form of Changer Order 33 pursuant to Resolution No. 57 of 2022; and

**WHEREAS**, on July 28, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Order 39 pursuant to Resolution No. 68 of 2022; and

**WHEREAS**, on September 29, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 44, 45, 46, and 43 pursuant to Resolution No. 76 of 2022; and

**WHEREAS**, on October 27, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Order 55 pursuant to Resolution No. 88 of 2022; and

**WHEREAS**, on November 17, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 58, 60, 64, 56, pursuant to Resolution No. 102 of 2022; and

**WHEREAS**, additional costs for grading were required to fulfill the changes made as part of RFI # 149 and diversionary swale changes as part of RFI # 155, and the Contractor has agreed to perform such work for an amount equal to \$25,000, to be designated as Change Order 50; and

**WHEREAS**, Rockland Green requested repairs to the Area 2 Sprinkler Room, to remove, replace and repair the drywall and framing damaged by VDRS and Moisture, and the Contractor has agreed to perform such work for an amount equal to \$16,600.86, to be designated as Change Order 61; and

**WHEREAS**, the scope of the landscaping to be provided by the Contractor in Area 3 has been reduced, resulting in a landscaping credit to Rockland Green, and the Contractor has agreed to a credit in the amount of \$22,175.20, to be designated as Change Order 65; and

**WHEREAS**, additional work for the proper preparation of the Area 3 L 1 louver openings is required as part of RFI #164 and the field order detail, and the Contractor has agreed to perform such work for an amount equal to \$1,977.96, to be designated as Change Order 67; and

**WHEREAS**, a design change was made to manage ground water collecting in Pit P1, requiring sump cutting and excavation work in order to install a sump pump, and the Contractor has agreed to perform such work for an amount equal to \$30,072.09, to be designated as Change Order 72; and

**WHEREAS**, an additional concrete pad under the entry gate man-door at the entrance to the MRF has been requested due to the final grading of the site, and the Contractor has agreed to perform such work for an amount equal to \$1,987.50, to be designated as Change Order 74; and

**WHEREAS**, due to the enlargement of the parts storage room in Areas 2 and 3 of the MRF, it was requested by Rockland Green that the room be fully enclosed, and the Contractor has agreed to perform such work for an amount equal to \$12,376.28, to be designated as Change Order 59; 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 for the modifications to the work for the values stated therein; now therefore be it

**RESOLVED**, that Rockland Green hereby approves Change Order 50 for an increase in the Contract Price in an amount equal to \$25,000; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 61 for an increase in the Contract Price in an amount equal to \$16,600.86; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 65 for a decrease in the Contract Price in an amount equal to \$22,175.20; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 67 for an increase in the Contract Price in an amount equal to \$1,977.96; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 72 for an increase in the Contract Price in an amount equal to \$30,072.09; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 74 for an increase in the Contract Price in an amount equal to \$1,987.50; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 59 for an increase in the Contract Price in an amount equal to \$12,376.28; and be it further

**RESOLVED**, that the approval of Change Orders 50, 61, 65, 67, 72, 74, and 59 shall result in an overall increase in the Contract Price by an amount equal to \$65,839.49 for a total amended Contract Price of \$8,094,638.50 for the Contract.

**Phillips:** Mr. Executive Director, do you want to give us a brief synopsis of this change order?

**Damiani:** Yes, Mr. Chairman, thank you. Under Resolution #5 Butler Construction Contract #2 there are eight change orders. Change Order #50 not to exceed the amount of \$25,000 for work related to additional site grading changes, resetting the drain grate, additional diversionary swale changes, installation of a 4-inch drain pipe installation asphalt curbing and additional concrete sidewalk and curbing. Change Order #61 in the amount of \$16,686 for the removal and reconstruction of the West side Area 2 fire suppression room. A portion of the room was originally damaged by Contract #1 VDRS. VDRS will be back charged \$5,385.20 related to this change order. Change Order #65 is a decrease to the overall contract amount by \$22,175.20. As we approached cold weather, we backed out the landscaping scope Contract #2. We will reinitiate that work on our own in the spring. Change Order #67 in the amount of \$1,977.96 field change for Area 3 L1 louver opening in the Compressor Room metal framing and flashing. Change Order #72 in the amount of \$30,072.09 for work associated with cutting and the required sump pit excavating by a hydrovac due to water infiltration into pit #1. Change Order #74 in the amount of \$1,987.50 for the installation of a concrete pad 5 feet by 5 feet by 6 inches thick at the entry gate to the facility. Change Order #59 in the amount of \$12,376.28 for the installation of roof frame steel welding over the parts storage room.

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6. **Introduced by: Soskin/Paul**

**Unan.**

**December 20, 2022**

**RESOLUTION NO. 106 OF 2022  
AUTHORIZING APPROVAL OF CHANGE ORDERS TO THE CONTRACT FOR  
FACILITY IMPROVEMENTS –  
PLUMBING AT THE MATERIALS RECOVERY FACILITY  
IN HILLBURN, NEW YORK**

**WHEREAS**, by Resolution No. 66 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 – Plumbing at the Materials Recovery Facility in Hillburn, New York between Rockland Green and Joe Lombardo Plumbing and Heating of Rockland, Inc. (the “Contractor”) dated as of October 18, 2021 (the “Contract”); and

**WHEREAS**, on March 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 1 and 3 pursuant to Resolution No. 32 of 2022; and

**WHEREAS**, on April 28, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 2R1, 4R1, 5, and 8 pursuant to Resolution No. 41 of 2022; and

**WHEREAS**, on June 22, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Order 9 pursuant to Resolution No. 59 of 2022; and

**WHEREAS**, on July 28, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 10 and 11 pursuant to Resolution No. 69 of 2022; and

**WHEREAS**, a design change was made to manage ground water collecting in Pit P1 necessitating the installation of a sump pump at Pit P1, and the Contractor has agreed to perform such work for an amount equal to \$18,000.00, to be designated as Change Order 12; and

**WHEREAS**, Rockland Green's Engineer, RRT Engineering, LLC, has reviewed this change order, a copy of which is attached hereto, and agrees with the Change Order for modifications to the work for the values stated therein; now therefore be it

**RESOLVED**, that Rockland Green hereby approves Change Order 12 for an increase in the Contract Price in an amount equal to \$18,000.00; and be it further

**RESOLVED**, that the approval of Change Order 12 shall result in an overall increase the Contract Price by \$18,000.00 for a total amended Contract Price of \$424,356.39 for the Contract.

**Phillips:** Authorizing approval of change orders for the facility improvements plumbing at the Materials Recovery Facility. Mr. Executive Director, will you give us a brief summary.

**Damiani:** Change Order #12 in the amount of \$18,000 related to installation of the pump outside Pit #1.

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7. Introduced by: Monaghan/Hood

Unan.

December 20, 2022

**RESOLUTION NO. 107 OF 2022  
AUTHORIZING APPROVAL OF CHANGE ORDERS TO  
THE CONTRACT FOR FACILITY IMPROVEMENTS –  
ELECTRICAL AT THE MATERIALS RECOVERY FACILITY  
IN HILLBURN, NEW YORK**

**WHEREAS**, by Resolution No. 67 of 2021, the Board of Rockland Green authorized award of the Contract for Facility Improvements – Electrical at the Materials Recovery Facility in Hillburn, New

York between Rockland Green and Fanshawe, Inc. d/b/a Rockland Electric (the “Contractor”), dated as of October 18, 2021, (the “Contract”); and

**WHEREAS**, on February 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders EC-02 and EC-03 pursuant to Resolution No. 23 of 2022; and

**WHEREAS**, on April 28, 2022, Rockland Green approved a certain modification to the Contract in the form of Change Order 5R1 pursuant to Resolution No. 42 of 2022; and

**WHEREAS**, on May 26, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders EC-09 and EC-06 pursuant to Resolution No. 51 of 2022 and Change Order EC-10 pursuant to Resolution No. 55 of 2022; and

**WHEREAS**, on June 22, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 11 and 7 pursuant to Resolution No. 60 of 2022; and

**WHEREAS**, on July 28, 2022, Rockland Green approved a certain modification to the Contract in the form of Change Order EC-04 pursuant to Resolution No. 70 of 2022; and

**WHEREAS**, on September 29, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders EC-12 and EC-08 pursuant to Resolution No. 77 of 2022 and Change Order 14 pursuant to Resolution 82 of 2022; and

**WHEREAS**, on October 27, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 16 and 17 pursuant to Resolution No. 102 of 2022; and

**WHEREAS**, (i) with respect to the power to the UG Holding Tank alarm panel, an increase of the conductor size from #12 to #8 for the entire length of the circuit is required, and (ii) with respect to the installation of a new sump pump in Pit P1, the installation of a new dedicated circuit for a pump smart junction box/controller and the installation of a receptacle for the pump connection are required, and the Contractor has agreed to perform such work for an amount equal to \$7,162.26, to be designated as Change Order 18; and

**WHEREAS**, an additional IT receptacle is required for the Fire Rover connection, and the Contractor has agreed to perform such work for an amount equal to \$958.18, to be designated as Change Order 19; and

**WHEREAS**, additional conduit and wiring to the new Orange & Rockland utility pole for the primary metering is required, and the Contractor has agreed to perform such work for an amount equal to \$29,880.02, to be designated as Change Order 20; 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 for the modifications to the work for the values stated therein; now therefore be it

**RESOLVED**, that Rockland Green hereby approves Change Order 18 for an increase in the Contract Price in an amount equal to \$7,162.26; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 19 for an increase in Contract Price in an amount equal to \$958.18; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 20 for an increase in Contract Price in an amount equal to \$29,880.02; and be it further

**RESOLVED**, that the approval of Change Orders 18, 19 and 20 shall result in an overall increase of the Contract Price by \$38,000.46 for a total amended Contract Price of \$1,557,416.13.

**Phillips:** Authorizing approval of change orders related to the electrical at the Materials Recovery Facility, Mr. Executive Director.

**Damiani:** Change Order #18 in the amount of \$7,162.26 we had to increase the conductor wire size from #12 to #8 for the entire run related to the underground holding tank alarm as well as the sump pump located outside Pit #1. Change Order #19 in the amount of \$958.18 for installation of additional IT outlets for the fire rover monitoring system. Change Order #20 in the amount of \$29,880.02 related to Orange & Rockland initiating the replacement of the existing utility pole with a new pole requiring the existing conduit bank to be partially removed with new conduit and wiring to be installed. The change order also includes reenergizing the feed supplying the automated gate at the front entrance that they damaged.

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8. Introduced by: Specht/Hoehmann

Unan.

December 20, 2022

**RESOLUTION NO. 108 OF 2022  
AUTHORIZING APPROVAL OF CHANGE ORDERS TO  
THE CONTRACT FOR FACILITY IMPROVEMENTS –  
FIRE PROTECTION SYSTEM AT THE MATERIALS RECOVERY FACILITY  
IN HILLBURN, NEW YORK**

**WHEREAS**, by Resolution No. 68 of 2021, the Board of Rockland Green authorized award of the Contract for Facility Improvements – Fire Protection System at the Materials Recovery Facility in Hillburn, New York between Rockland Green and W&M Sprinkler NYC, LLC d/b/a W&M Fire Protection Services (the “Contractor”) dated as of October 18, 2021 (the “Contract”); and

**WHEREAS**, on February 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders FA-01 and FP-7 pursuant to Resolution No. 24 of 2022; and

**WHEREAS**, on March 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders FP-1A, FP-1B, FP-1C, FP-5, FP-6, FP-8, 2 and FP-9 pursuant to Resolution No. 33 of 2022; and

**WHEREAS**, on April 28, 2022, Rockland Green approved a modification to the Contract in the form of Change Order 10 pursuant to Resolution No. 43 of 2022; and

**WHEREAS**, on May 26, 2022, Rockland Green approved a modification to the Contract in the form of Change Order FP-11 pursuant to Resolution No. 52 of 2022; and

**WHEREAS**, on June 22, 2022, Rockland Green approved a modification to the Contract in the form of Change Order FA-02 pursuant to Resolution No. 61 of 2022; and

**WHEREAS**, on July 28, 2022, Rockland Green approved modifications to the Contract in the form of Change Orders FA-03 and FP-12 pursuant to Resolution Nos. 72 and 74 of 2022; and

**WHEREAS**, on September 29, 2022, Rockland Green approved a modification to the Contract in the form of Change Order FP-13 pursuant to Resolution No. 78 of 2022; and

**WHEREAS**, on October 27, 2022, Rockland Green approved a modification to the Contract in the form of Change Order FP-14 pursuant to Resolution No. 89 of 2022; and

**WHEREAS**, the existing 6-inch wafer control valve in Area 2, Zone 4 and the existing 4-inch wafer control valve in Area 3, Zone 1 are leaking and must be replaced, and the Contractor has agreed to perform such work for an amount equal to \$6,633.72, to be designated as Change Order FP-17; and

**WHEREAS**, the replacement of an existing 8-inch backflow prevention assembly for Areas 1 and 2 is required, and the Contractor has agreed to perform such work for an amount equal to \$15,360.35, to be designated as Change Order FP-18; and

**WHEREAS**, an existing 8-inch backflow prevention assembly for Area 3 is failing and must be replaced, and the Contractor has agreed to perform such work for an amount equal to \$15,360.35, to be designated as Change Order FP-19; 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 for modifications to the work for the pricing stated therein; now therefore be it

**RESOLVED**, that Rockland Green hereby approves Change Order FP-17 for an increase in the Contract Price in an amount equal to \$6,633.72; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order FP-18 for an increase in the Contract Price in an amount equal to \$15,360.35; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order FP-19 for an increase in the Contract Price in an amount equal to \$15,360.35; and be it further

**RESOLVED**, that the approval of Change Orders FP-17, FP-18, and FP-19 shall result in an overall increase in the Contract Price in an amount equal to \$37,354.42, for a total amended Contract Price of \$1,113,538.81.



**Phillips:** Authorizing approval of change orders related to contract for facility improvements for the fire protection system at the Materials Recovery Facility.

**Damiani:** W&M fire protection Contract #6 Change Order FP-17 in the amount of \$6,633.72 replacement of an existing 6” and 4” water-controlled valve in Area 2 and Area 3. They failed the inspection. Change Order FP-18 and FP-19 are for the same amount of \$15,360.35 each to replace the existing 8” backflow preventer valve in Areas 1, 2 and 3.

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9. Introduced By: Hoehmann/Paul

Unan.

December 20, 2022

**RESOLUTION NO. 109 OF 2022**

**AUTHORIZING THE SECOND AMENDMENT TO THE RECYCLABLES COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT FOR THE VILLAGES OF NYACK, PIERMONT, AND SOUTH NYACK BETWEEN THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY AND CHARLES CAPASSO AND SONS CARTING, INC.**

**WHEREAS**, the Rockland County Solid Waste Management Authority, d/b/a Rockland Green (hereinafter “Rockland Green”) entered into an agreement with Charles Capasso & Sons Carting, Inc. (the “Contractor”) for the collection, transportation and disposal of Recyclable Materials for the Villages of Nyack, Piermont and South Nyack as of December 1, 2019 (the “Collection Agreement”) pursuant Request for Proposals No. 2019-06 which sought to procure recyclables collection, transportation and disposal services from Designated Dwellings located in the Villages of Nyack, Piermont, South Nyack, and Grand View-on-Hudson; and

**WHEREAS**, the Village of South Nyack has been dissolved as a governmental entity effective as of April 1, 2022, having assigned their rights and obligations to the Town of Orangetown for the remainder of 2022; and

**WHEREAS**, the Village of South Nyack will not be included in the scope of services under the Collection Agreement going forward as of January 1, 2023; and

**WHEREAS**, Rockland Green and the Contractor now wish to amend the Collection Agreement in order to terminate the recyclables collection, transportation, disposal services and disposal service charges relating to those units formerly encompassed by the Village of South Nyack commencing on January 1, 2023; and

**WHEREAS**, the pricing for such services were determined pursuant to RFP 2019-06; now therefore be it

**RESOLVED**, that the Executive Director is hereby authorized to enter into an amendment to the Collection Agreement, terminating said agreement as it pertains to the former Village of South

Nyack, substantially in the form presented at this meeting with such 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 Amendment to Collection 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 Executive Director is authorized and directed to do and cause to be done any and all acts necessary or proper in connection with or for carrying out this resolution.

**Phillips:** Authorizing the second amendment to the Recyclables Collection, Transportation and Disposal Agreement for the Villages of Nyack, Piermont and South Nyack between the Rockland County Solid Waste Management Authority and Charles Capasso and Sons Carting, Inc.

**Damiani:** We are all aware the Village of South Nyack was dissolved on April 1, 2022 and those units previously receiving such services under the collection agreement will no longer receive such services as of January 1, 2023.

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10. Introduced by: Kohut/Paul

Unan.

December 20, 2022

**Resolution No. 110 of 2022**

**AUTHORIZING AMENDMENT TO EXTEND THE COCOMPOSTING FACILITY OPERATION AND MAINTENANCE SERVICE AGREEMENT WITH WECARE DENALI, LLC**

**WHEREAS**, Rockland Green owns the Cocomposting Facility (the “Facility”) located at 410 Torne Valley Road, in Hillburn, New York; and

**WHEREAS**, Rockland Green entered into the Cocomposting Facility Operation and Maintenance Service Agreement, dated January 1, 2018, (the Service Agreement”), with WeCare Denali, LLC (the “Contractor”); and

**WHEREAS**, the initial term of the Service Agreement is scheduled to expire on December 31, 2022; and

**WHEREAS**, the Service Agreement provides for a five-year renewal term exercisable by the parties on mutually agreeable terms; and

**WHEREAS**, Rockland Green wishes to enter into the renewal term with the Contractor; and

**WHEREAS**, the Contractor wishes to enter into the renewal term with Rockland Green; and

**WHEREAS**, certain IRS modifications to the interpretation of the Internal Revenue Code and Treasury Service Regulations necessitate modifications to the compensation structure of the Service Agreement during any such renewal term, and

**WHEREAS**, Rockland Green and the Contractor have agreed on such modifications to the Service Agreement, as well as the renewal term compensation; now therefore be it

**RESOLVED**, that Rockland Green hereby authorizes the execution of an amendment to the Service Agreement in order to exercise the option to extend the term through December 31, 2027, with the modified compensation structure and for the renewal term compensation; and be it further

**RESOLVED**, that the Executive Director of Rockland Green is hereby authorized to execute the amendment with the Contractor in a form and on terms and conditions in the best interests of Rockland Green and not inconsistent with the terms of this resolution; and be it further

**RESOLVED**, that the executed amendment shall constitute conclusive evidence of the valid authorization hereunder of any such amendment, modification, change or omission; and be it further

**RESOLVED**, that the Executive Director of Rockland Green is authorized to do and cause to be done any and all acts necessary or proper in connection with or for carrying out this resolution.

**Phillips:** Authorizing amendment to extend the Cocomposting Facility Operation and Maintenance Service Agreement with WeCare Denali, LLC.

**Damiani:** We are amending the agreement to extend it out for another five years commencing on January 1, 2023 through December 31, 2027. A change to the current agreement is the compost sales revenue credit to incorporate separate compost marketing fee as the operators current compensation is consistent with the safe harbour provision of 2017. The operator's compensation can take into account either the managed property's net profits or manage property revenue and expense. The composting marketing fee will constitute the operators sole fee of marketing the compost material and Rockland Green will receive 100% of all revenue derived from the sale of finished compost. Currently, Rockland Green receives only 50% of the gross sale of finished compost. We also on the annual increase to the base fee effective January 1, 2023 and the excess sludge processing charge we agreed to CPI index calculated off the New York, New Jersey City consumer price index and it will be capped at 5%. We also increased the excess sludge processing charge for acceptable sludge from 18,500 tons a year to 19,000 tons a year.

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11. Introduced by: Specht/Soskin

Unan.

December 20, 2022

**Resolution No. 111 of 2022  
APPOINT LABORER TO ROCKLAND GREEN**

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

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

**RESOLVED**, Edwin Mann 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 January 2, 2022, 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

**Phillips:** Appointment of a Laborer. It is resolved that Edwin Mann is hereby provisionally appointed to the position of Laborer to serve in such capacity at the pleasure of Rockland Green Board at an annual salary of \$48,500. Congratulations, Edwin.

**Mann:** Thank you.

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**12. Introduced By: RG Board/RG Board**

**Unan.**

**December 20, 2022**

**RESOLUTION NO. 112 of 2022  
APPROVING SHORT-TERM AGREEMENT WITH HI-TOR ANIMAL CARE CENTER,  
INC. FOR SHELTER OPERATION SERVICES**

**WHEREAS**, Rockland Green, is a Public Benefit Corporation, duly organized and existing under the Rockland County Solid Waste Management Authority Act (the “Act”), as set forth under Title 13-M of the Public Authorities Law of the State of New York; and

**WHEREAS**, the Act was amended pursuant to Chapter 553 of the laws of 2022 to empower Rockland Green to provide animal management services within the County of Rockland (the “County”) including the provision of an animal shelter and shelter operations, as well as the creation of a wholly owned subsidiary to provide animal shelter services; and

**WHEREAS**, Rockland Green’s obligations to perform animal management services will commence on January 1, 2023; and

**WHEREAS**, Rockland Green intends to enter into an agreement with the County, to commence on January 1, 2023, for the use of the County’s existing animal shelter while Rockland Green develops a new animal shelter at a different location; and

**WHEREAS**, pursuant to Resolution No. 99 of 2022, Rockland Green authorized the commencement of negotiations with Hi-Tor Animal Care Center, Inc. for such purpose; and

**WHEREAS**, Rockland Green now wishes to enter into an agreement with Hi-Tor Animal Care Center, Inc. for shelter operation services at the existing animal shelter; and

**WHEREAS**, Hi-Tor Animal Care Center, Inc. wishes to provide such services at the existing shelter to Rockland Green on such basis; and now therefore be it

**RESOLVED**, that the Board of Rockland Green hereby authorizes the Chairman or the Executive Director of Rockland Green to enter into the agreement for animal shelter management and operations with Hi-Tor Animal Care Center, Inc. for the operation of the County-owned existing animal shelter located at 65 Firemen’s Memorial Drive in Pomona, New York, for such services to commence on January 1, 2023; and be it further

**RESOLVED**, that the Executive Director is hereby authorized to execute such other documents and perform such other actions as may be necessary to carry out the intent of this resolution.

**Damiani:** We are approving a short-term agreement with Hi-Tor. The agreement provides sufficient funding to operate.

**Phillips:** At what amount?

**Damiani:** \$1.4 million.

**Phillips:** At \$1.4 million. What is their current year budget.

**Damiani:** Just under \$1 million.

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13. **Introduced by: Hoehmann/ Monaghan**

**Unan.**

**December 20, 2022**

**RESOLUTION NO. 113 OF 2022  
AUTHORIZING THE EXECUTION OF AN INTERAGENCY AGREEMENT FOR ANIMAL  
SHELTER SERVICES WITH THE TOWNS OF CLARKSTOWN, HAVERSTRAW,  
RAMAPO AND STONY POINT**

**WHEREAS,** Rockland Green is a public benefit corporation duly organized and existing under the Rockland County Solid Waste Management Authority Act set forth under Title 13-M of the Public Authorities Law of the State of New York (the “Act”), as amended on August 17, 2022 pursuant to Chapter 553 of the Laws of 2022 (the “Amendment”, and collectively, the “Amended Act”); and

**WHEREAS,** pursuant to the Amended Act, Rockland Green may operate an animal shelter and provide animal management services on behalf of one or more municipalities located in the County of Rockland pursuant to the New York State Agriculture and Markets Law; and

**WHEREAS,** it is the desire of Rockland Green to provide such services, commencing on January 1, 2023, to the towns in the County of Rockland; and

**WHEREAS,** it is the desire of the Towns of Clarkstown, Haverstraw, Ramapo, and Stony Point to utilize such services provided by Rockland Green commencing on January 1, 2023; now therefore be it

**RESOLVED,** that the Executive Director of Rockland Green is hereby authorized to execute an interagency agreement with the Towns of Clarkstown, Haverstraw, Ramapo, and Stony Point to enable Rockland Green to perform such services on their behalves (the “Interagency Agreement”); and be it further

**RESOLVED,** that the Interagency Agreement among Rockland Green and the Towns of Clarkstown, Haverstraw, Ramapo, and Stony Point shall be substantially in the form presented at this meeting, with such amendments, modifications, changes and omissions thereto as the Executive Director of 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 Interagency Agreement among Rockland Green and the Towns of Clarkstown, Haverstraw, Ramapo, and Stony Point shall constitute conclusive evidence of the valid authorization hereunder of any such amendment, modification, change or omission; and be it further

**RESOLVED**, that the Executive Director is hereby authorized to execute such other documents and perform such other actions as may be necessary to carry out the intent of this resolution.

**Phillips:** Authorizing the execution of the Interagency agreement for the animal shelter with the Towns of Clarkston, Haverstraw, Ramapo and Stony Point.

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#### 14. New Business

**Phillips:** Mr. Executive Director, I understand we have a few items under new business.

**Damiani:** Under new business we have accepting infrastructure repair services IRS quote for \$174,511.20 for installation of a new concrete foundation and concrete piers to facilitate the installation of the West Nyack tunnel scale. We already purchased the scale and it is being delivered on January 19 so we are going to move forward with the repairs.

**Phillips:** This will make us more efficient?

**Damiani:** Yes, it will create efficiency at the facility.

**Introduced By:** Paul/Hood

**Unan.**

**December 20, 2022**

**RESOLUTION NO. 114 OF 2022  
ACCEPTING QUOTE AND AUTHORIZING CONCRETE FOUNDATION FOR NEW  
INTERIOR TRUCK SCALE FACILITY IN CLARKSTOWN, N.Y.**

**WHEREAS**, the Rockland County Solid Waste Management Authority d/b/a Rockland Green (hereinafter “Rockland Green”) is a Public Benefit Corporation, duly organized and existing under the Rockland County Solid Waste Management Authority Act, as set forth under Title 13-M of the Public Authorities Law of the State of New York; and

**WHEREAS**, Rockland Green owns, operates, and maintains the Clarkstown Transfer Station Facility for the purpose of transporting municipal solid waste (MSW) to designated landfills; and

**WHEREAS**, Rockland Green determined that major repairs to the interior truck scale were required; and

**WHEREAS**, Rockland Green issued a Request for Quotes. Quotes were received by Rockland Green on Wednesday, November 23, 2022, for work described under RFQ-2022-11, “Concrete Foundation for New Interior Truck Scale”. This work relates to the required preparation of the existing loadout tunnel at the Clarkstown Transfer Station for the installation of a new interior truck scale that was previously purchased by Rockland Green and is scheduled for delivery and installation on January 19, 2023. The new truck scale will allow transfer containers to be fully loaded and weighed completely

inside the transfer station tunnel for increased operating efficiencies and protection from inclement weather. All work will be performed without interruption to daily transfer station operations; and

**WHEREAS**, Rockland Green issued Request for Quote's RFQ-2022-11 on November 23, 2022; and,

**WHEREAS**, on or before December 9, 2022, Rockland Green received four (4) quotes in response to RFQ-2022-11, that ranged from \$174,511.20 to \$319,448.00; and,

**WHEREAS**, as a result of the wide range of the price quotes, follow-up conversations were held with the proposers to confirm their understanding of the scope of work. Discussions included a review of the scope of work, the need to protect newly installed concrete during winter temperatures, the project schedule, and the need to complete services outside normal daily operating hours (including weekends and nighttime work); and

**WHEREAS**, Rockland Green's evaluation team, including engineers from EDR reviewed the quotes and sought clarifications from said firms on or before December 9, 2022, which were evaluated by Rockland Green's evaluation team; and

**WHEREAS**, the evaluation team evaluated the Quotes together with the engineers from EDR in order to make a determination as to which Quote was most responsive and most advantageous to Rockland Green, with the overall net cost of the Quote being a major criterion in the selection; and;

**WHEREAS**, evaluation team has determined that the quote submitted by Infrastructure Repair Service, LLC (IRS) at a cost of \$174,511.20, provided the most responsive and most advantageous quote; now therefore be it

**RESOLVED**, that the Board has determined that the quote submitted by Infrastructure Repair Service, LLC (IRS), 168 Beaver Brook RD., Lincoln Park, NJ 07035 provided the most responsive and most advantageous Quote; and be it further

**RESOLVED**, that the Executive Director of Rockland Green is hereby authorized to negotiate with Infrastructure Repair Service, LLC (IRS) and, if negotiations prove successful, execute the Contract for repairs to the Concrete Foundation for new interior truck scale at the Clarkstown Transfer Station not to exceed a price of \$174,511.20.

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**Damiani:** Authorizing a lease purchase agreement with Beach Road Industrial LLC. Rockland Green has negotiated in good faith with the owner of 10 Ecology Lane in Haverstraw. The original asking price was \$4.2 million and we agreed upon a purchase price of \$3.8 million. We also agreed upon leasing the property for one year opposed to three years the owner originally requested. The lease agreement for an amount of \$225,000 will give us access and control of the site as we look to build a new shelter for the beginning of 2025 and start the programing process associated with the redesign of the new shelter.



**Introduced By: Hood/Kohut**

**Unan.**

**December 20, 2022**

**RESOLUTION NO. 115 OF 2022**

**AUTHORIZING THE LEASE AND PURCHASE OF THE PROPERTY LOCATED AT 427 BEACH ROAD (A/K/A 10 ECOLOGY LANE), WEST HAVERSTRAW, NEW YORK AND RELATED ACTIONS**

**WHEREAS**, Rockland Green’s enabling legislation, Title 13-M of the Public Authorities Law of the State of New York (the “Act”), was amended pursuant to Chapter 533 of the laws of 2022 to provide animal management services within Rockland County (the “County”); and

**WHEREAS**, as part of such services, Rockland Green plans to undertake the development of a new animal shelter in the County of Rockland; and

**WHEREAS**, Rockland Green is authorized to acquire an interest in real property pursuant to item (3) of Section 2053-e of the Act” and, in connection therewith, has adopted Guidelines for Acquisition of Real Property by the Authority (the “Guidelines”), outlining certain procedures and guidelines to follow when acquiring an interest in real property; and

**WHEREAS**, Rockland Green has followed the process set forth in the Guidelines in order to identify a suitable and available site for the future use, occupancy and operation of a new animal shelter, which process included a search of potentially available government-owned real property in Rockland County to determine if a suitable parcel can be acquired as outlined in Section 1.B.2. of the Guidelines; and

**WHEREAS**, no potentially available and suitable government-owned parcels in Rockland County were discovered during such search; and

**WHEREAS**, such process has resulted in certain findings arising from a rigorous and extensive evaluation undertaken by Rockland Green with respect to the property located at 427 Beach Road (a/k/a 10 Ecology Lane), West Haverstraw, New York (the “Beach Road Parcel”); and

**WHEREAS**, inasmuch as Rockland Green has complied with the Guidelines in completing its evaluation of the Beach Road Parcel, the results of which meet or exceed the criteria set forth in the Guidelines, Rockland Green may enter into formal negotiations with the owner of the Beach Road Parcel with respect to Rockland Green’s intent to acquire a leasehold interest in the Beach Road Parcel, together with an exclusive option to purchase same, as a suitable site for the use, occupancy and operation of a new animal shelter; and

**WHEREAS**, Section 2053-f of the Act specifies that Rockland Green shall not acquire any interest in real property unless at least 45 days’ prior notice of the acquisition of any interest in real property by Rockland Green has been given to the Rockland County Legislature and no objection by resolution of the Rockland County Legislature shall have been made and delivered within such 45 days; and

**WHEREAS**, ON November 17, 2022 The Board of Rockland Green, under Resolution No. 101-22, authorized the Executive Director to enter into formal negotiations with the owner of the Beach Road parcel

to acquire a leasehold interest in the Beach Road parcel, together with an an exclusive option to purchase same; and

**WHEREAS**, Rockland Green now wishes to enter into an agreement with the owner of the Beach Road parcel with the purpose of acquiring a leasehold interest and exclusive option to purchase said parcel, located at 427 Beach Road, West Haverstraw, N.Y. and the owner of said parcel wishes to enter into an agreement with Rockland Green to lease and sell the parcel; now therefore be it

**RESOLVED**, that the Board of Rockland Green hereby authorizes the Chairman or the Executive Director of Rockland Green to enter into an agreement for a short-term lease of the aforementioned property commencing on January 3, 2023, and thereafter the purchase of said property with the stated purpose of the development of a new animal shelter in the County of Rockland; and be it further

**RESOLVED**, that the Executive Director is hereby authorized to execute such other documents and perform such other actions as may be necessary to carry out the intent of this resolution.

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**Damiani:** Butler Construction Contract #2 Change Order #57 in the amount of \$21,799.96. The original intent was not to replace the glass panels. However, it was discovered that the structural component to the solarium was severely damaged as well as mold was present. In order to make a full repair, we will have to do additional work in framing, sill flashing, new gaskets and new gypsum board. Change order #62 was a decrease in the amount of \$21,200. It was determined by Rockland Green that its engineers at EDR Engineers conducted the roof inspection of Area 1 and 2 and no repairs were required. Change Order #68 is an additional decrease in the contract amount by \$10,987.91 as no additional steel is required to support the residue conveyer from the new installation in the pre-engineered metal building.

**Phillips:** So, two reductions and one add on.

**Introduced by: Monaghan/Specht**

**Unan.**

**December 20, 2022**

**RESOLUTION NO 116 OF 2022  
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 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**, on December 7, 2021, Rockland Green approved certain modifications to the Contract in the form of Change Orders 1, 2 and 3 pursuant to Resolution No. 79 of 2021; and

**WHEREAS**, on January 27, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 4, 6, 7, 9, 10, 12 and 14 pursuant to Resolution No. 14 of 2022; and

**WHEREAS**, on February 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 16 and 17 pursuant to Resolution No. 27 of 2022; and

**WHEREAS**, on March 24, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 18 and 19 pursuant to Resolution No. 31 of 2022; and

**WHEREAS**, on April 28, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 20 and 22 pursuant to Resolution Nos. 39 and 48 of 2022, respectively; and

**WHEREAS**, on May 26, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 31, 11 and 13 pursuant to Resolution No. 50 of 2022; and

**WHEREAS**, on June 22, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Order 33 pursuant to Resolution No. 57 of 2022; and

**WHEREAS**, on July 28, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Order 39 pursuant to Resolution No. 68 of 2022; and

**WHEREAS**, on September 29, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 44, 45, 46, and 43 pursuant to Resolution No. 76 of 2022; and

**WHEREAS**, on October 27, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Order 55 pursuant to Resolution No. 88 of 2022; and

**WHEREAS**, on November 17, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 58, 60, 64 and 56 pursuant to Resolution No. 102 of 2022; and

**WHEREAS**, on this December 20, 2022, Rockland Green approved certain modifications to the Contract in the form of Change Orders 50, 61, 65, 67, 72, 74, and 59 pursuant to a Resolution approved by the Board; and

**WHEREAS**, a repair to the compressor room solarium is required as existing faulty workmanship and deterioration of the solarium is preventing the proper installation of new spandrel glass, and the Contractor has agreed to perform such work for an amount equal to \$21,799.96, to be designated as Change Order 57; and

**WHEREAS**, certain repairs to Areas 1 and 2 of the roof requested by Rockland Green are no longer required, and the Contractor has agreed to such modification to the scope of work for a \$21,200.00 credit to Rockland Green, to be designated as Change Order 62; and

**WHEREAS**, the trash conveyor supports included in the scope of work for the Contract are no longer required to be provided and installed by the Contractor, and the Contractor has agreed to such

reduction in the scope of work for a \$10,987.91 credit to Rockland Green, to be designated as Change Order 68; 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 for the modifications to the work for the values stated therein; now therefore be it

**RESOLVED**, that Rockland Green hereby approves Change Order 57 for an increase in the Contract Price in an amount equal to \$21,799.96; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 62 for a reduction in the Contract Price in an amount equal to \$21,200.00; and be it further

**RESOLVED**, that Rockland Green hereby approves Change Order 68 for a reduction in the Contract Price in an amount equal to \$10,987.91; and be it further

**RESOLVED**, that the approval of Change Orders 57, 62, and 68 shall result in an overall reduction in the Contract Price by an amount equal to \$10,387.95 for a total amended Contract Price of \$8,084,250.55 for the Contract.

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**Damiani:** The last item under new business is a resolution authorizing Rockland Green to obtain a line of credit and enter into an agreement with a bank so we have sufficient funding as of January 3, 2023.

**Phillips:** Jeremy why don't you give an explanation of why we need the line of credit.

**Goldstein:** Thank you Mr. Chairman. As everyone knows we are entering into an agreement with Hi-Tor in order to provide funding to them on day one. We are not able to use funds raised for solid waste disposal charges as per our bond convenance, so we need to provide essentially seed money to get the contract going off the ground with the intent that we will pay it back once we receive the revenue from the County for the animal management charge we placed on the tax bills in January.

**Phillips:** We are very solvent at Rockland Green, but we are not able to tap into those funds. We expect by March that the County will give us our tax dollars.

**Goldstein:** The County's first payment to us is typically made between February 15 and March 1. The second payment is made May 1 and the final payment is June 1. By the first six months we will be made fully whole.

Introduced by: Kohut/Soskin

Unan.

December 20, 2022

**RESOLUTION NO. 117 OF 2022  
AUTHORIZING A LINE OF CREDIT TO BE USED FOR ANIMAL SHELTER AND  
MANAGEMENT SERVICES**

**WHEREAS**, Rockland Green is a public benefit corporation duly organized and existing under the Rockland County Solid Waste Management Authority Act set forth under Title 13-M of the Public Authorities Law of the State of New York (the “Act”), as amended on August 17, 2022 pursuant to Chapter 553 of the Laws of 2022 (the “Amendment”, and collectively, the “Amended Act”); and

**WHEREAS**, pursuant to the Amended Act and the New York State Agriculture and Markets Law, Rockland Green is undertaking the provision of animal shelter and animal management services on behalf of the Towns of Clarkstown, Haverstraw, Ramapo and Stony Point; and

**WHEREAS**, pursuant to the Amended Act, Rockland Green may impose an animal management charge to cover the costs of providing such services; and

**WHEREAS**, Rockland Green seeks to enter into an agreement with a bank for a line of credit of up to five hundred thousand dollars (\$500,000) to be used as start-up money for the provision of animal shelter and animal management services prior to receiving funds collected pursuant to the animal charge; now therefore be it

**RESOLVED**, that the Chairman of Rockland Green is hereby authorized to execute documents for a bank line of credit of up to five hundred thousand dollars (\$500,000) to be used as start-up money for animal shelter and animal management services; and be it further

**RESOLVED**, that the Chairman may negotiate and approve as in the best interests of Rockland Green and not inconsistent with the terms of this resolution, the terms of such bank line of credit, and that the execution of the closing documents for any such line of credit shall constitute conclusive evidence of the valid authorization hereunder of any such amendment, modification, change or omission; and be it further

**RESOLVED**, that the Chairman is hereby authorized to execute such other documents and perform such other actions as may be necessary to carry out the intent of this resolution.

\*\*\*

**Phillips:** Mr. Executive Director, do we have any other new business?

**Damiani:** No.

**Phillips:** Before we go out to the public. I don't see Janet Burnet here tonight, but on behalf of the entire Board of Commissioners, we would like to express to her our deepest appreciation and gratitude for a job well done. She is going to be retiring. She will be helping us out on a part-time basis, but we always like to express to our employees especially when they have been so dedicated and committed to the job, our gratitude. You know what, we have a great organization at Rockland Green and we are doing a fantastic job. Please make sure our sincere expression of thanks reaches Janet.

Is there anyone in the public that would like to bring anything before the Board? Just state your name and address for the record.

**Tina Traster:** The \$3.8 million that you propose to purchase the building with how will that be funded?

**Phillips:** Right now, we are in negotiations with them. We haven't finalized those negotiations, I don't want to give an exact number. More than likely once we reach this agreement we will go out to bond for that amount of money.

**Tina Traster:** The \$225,000 for the one-year leasing, what fund is that coming from?

**Phillips:** That will be raised by the funds that are being raised through the taxes. On the Town tax bill for 2023 each Town Assessor will have a separate line for this. We are keeping it under \$20, Jeremy?

**Goldstein:** Yes, \$19.23.

**Phillips:** That is just a flat fee that is not ad valorem. It is like a unit charge of \$19.23 for everybody in Haverstraw, Clarkstown, Ramapo and Stony Point. Because Orangetown is not participating in the operation their amount will be far less, but they will have a line item.

**Tina Traster:** The question is the \$225,000 does that come out of the \$19.23 per household.

**Phillips:** The amount to be raised and whatever Orangetown's amount is \$2.21.

**Tina Traster:** I am a little confused on math because \$1.4 million is?

**Phillips:** Is going to be the contract with Hi-Tor.

**Tina Traster:** The extra \$300,000?

**Phillips:** Approximately, \$1.710 million with the \$19.23 and \$2.21 per household.

**Tina Traster:** Is it the difference where the \$300,000.

**Phillips:** Mostly, we always want to set aside a little cushion, so you don't overrun your budget.

**Tina Traster:** So that would only be \$75,000. If that is where the \$225,000 then your cushion is \$75,000.

**Phillips:** Somewhere around there.

**Tina Traster:** The seed money, how much is that for?

**Phillips:** We are looking for a line of credit for \$500,000.

**Tina Traster:** That you expect to paid back when?

**Phillips:** Some time in 2023.

**Tina Traster:** From the County raising taxes?

**Phillips:** When the County raises the taxes and gives us our money, we will be able to pay off the line of credit. It depends upon our finances we can either pay it off immediately or we can pay it off during sometime in 2023.

**Tina Traster:** Will it be taken from the subsidiary Rockland CARES or will it be from Rockland Green at large?

**Goldstein:** RG CARES I believe doesn't have the ability to levy any fees or bond down the road. The line of credit is through Rockland Green.

**Phillips:** Is there anyone else from the public that would like to speak? Since there is no other public comments, are there any comments from the Commissioners? On behalf of all the Commissioners we want to wish everyone a wonderful Hannukah and blessed Christmas, enjoy with your friends and family and have a great time. We live in the greatest Country in the world let us rejoice and be glad. Do we have a motion to adjourn?

**Hoehmann:** Moved

**Specht:** Seconded

The meeting was adjourned at 5:50 p.m.

Respectfully submitted,  
Suzanne Haggerty