

**Minutes**  
**Rockland County Solid Waste Management Authority**  
**November 15, 2001**  
**8:00 p.m.**

**Members Present**

C. St. Lawrence  
E. Devine  
F. Fornario  
D. Jobson  
R. Karben  
T. Kleiner  
T. Lawless  
I. Schoenberger  
A. Thompson  
Dr. Yarmus  
K. Zebrowski  
B. Berlinger  
C. Holbrook  
S. Hurley

**Members Absent**

S. Corallo  
L. Dessau  
T. Dusanenko

**Others Present**

R. Delo  
A. Etelson  
T. West  
T. Pytlar  
D. O'Donnell  
S. Abate  
H. Benado  
B. Beckmann  
S. Orfini  
T. Fitzmaurice

The meeting was called to Order at 8:25p.m.

**Item #3**

**Resolution No. 41 of 2001**  
**Adoption of Minutes, Meeting of October 25, 2001**

F. Fornario offered the following resolution, which was seconded by D. Jobson and was approved unanimously,

**RESOLVED**, that the transcribed Minutes of the Rockland County Solid Waste Management Authority for the meeting of October 25, 2001 as recorded by the Clerk are hereby adopted.

**Item #4**

**REPORTS**  
**WFC**

T. Pytlar stated that WFC continues to work on the following projects:

1. Assisting the Authority in the disputed with WM on the operations of the MRF and WM's difficulties with the operation. A week and ½ of sampling of the containers has been preformed. WM is trying to make a determination of excess rejects in the container loads. WFC will also be sampling the rejects materials at the Facility.
2. WFC reviewed the bids that were received for Contract SB-1 (Village of Sloatsburg) and made a recommendation for consideration tonight.
3. Bids were prepared for the Contract SV-2 (Village of Spring Valley), which will be received on December 6, 2001.

4. An inspected of the Cocomposting Facility interior was conducted last week for signs of corrosion. There was not corrosion to report.
5. WFC has also continued to oversee the construction work at the transfer station.

### **Executive Director**

R. Delo stated that the Authority received radiological waste at the transfer station. The radiation detectors at the scalehouse detected the waste. The Authority's staff is tracking where the load came from. At this time it looks like it was gauze pads from a patient that had a radiological test and the pads were disposed of in the garbage. An outside contractor was brought in to isolate the waste, store it and transport it for proper disposal.

St. Lawrence questioned if the waste can from the County Facility?

R. Delo answered that it is very possible that it could have but the Authority needs to research all the records from that date. This waste could of also come from a nursing home. Carlo Minuto Carting services the County Facilities and the Authority has been in touch with them on this issue and also the Health Complex. A meeting is pending with the Health Complex to discuss a plan for this situation or a situation like this. The Authority is looking at a bill of \$2,000. The agreement with Miele Sanitation for the operation of the transfer station if the Authority is unable to determine the location of the hazardous waste then the cost is divided between the Authority and Miele Sanitation.

St. Lawrence stated that it is positive that the radiation detectors are working at the scalehouse.

R. Delo answered yes the system is working.

R. Delo stated that the authority is looking at certain avenues in regarding to the MRF operations that WM might have inefficiencies that the Authority will use as counter claims should WM press the issue on rejects. The Authority is moving ahead with its show on the road to educate the public about acceptable and non-acceptable materials for the recycling bins. Letters have already gone out to all service organizations in Rockland County. Responses are coming in for the Recycling Coordinator to attend these organizations. At the MRF we have seen children's swimming pools to appliances. These items are non-acceptable at the facility and WM's case is that these rejects are an increase in their operations costs and affecting the facility to run efficiently. WM does have the right to reject loads. There is a process to do that and WM has to submit a protocol to the Authority.

### **Recycling Coordinator**

S. Abate stated the following activities:

1. Seeking out new clients to sign agreements for recycling at the MRF. Bergen County Utilities Authority, Orange County, New Milford and Oradell are agreements that are outstanding. These contracts are outstanding because the Authority has exceeded limits of commingled containers at the MRF. S. Abate's emphasis on bringing in fiber products is that the competition is strenuous.
2. K. Scales-Zepf, J. Burnet and myself have been spending some time on the show on the road program. Business, Chambers of Commerce, Rotary Clubs, Senior Citizens, and others to talk about the need to recycle more, better and the non-acceptable materials at the MRF. Letters were written to 28 Senior Clubs, 15 Rotary Clubs, and 11 Lions Club

asking to be placed on their meeting agendas to speak about the Authority. 1 presentation has taken place already and 4 more are already scheduled for next week.

St. Lawrence request S. Abate to reach out to Legislators, Mayors, and Supervisors who represent the areas that you will be presenting at and see if they would like to attend.

S. Abate stated that letters were already sent to the Mayors and Supervisors and he will send letters to the legislators and have ask the legislators to contact him to see the schedule.

S. Abate continued,

3. That the greenhouse operation is ready for operation on January 1, 2002. Part-Time assistance is needed for the operation of the greenhouse. A pesticide application has been completed for the Authority with Cornell Corporation and he has taken the horticultural core examination and another exam tomorrow. These exams give him certification to handle pesticides. Boces has agreed to construct a storage shed and gazebo for the demonstration area next to the greenhouse. Recyclable materials will be used for this process.
4. D. O'Donnell and S. Abate have taken the Civil Services test for their positions with the Authority.

St. Lawrence questioned if S. Abate would be able to use pesticides to attach this beetle that is eating the maple trees?

S. Abate answered no he will be considered a technician for the first year and he could use general pesticides. These pesticides have to be kept tightly locked and made available to the State DEC.

T. Kleiner stated that the Town of Orangetown passed a resolution to move to once per week recycling instead of every other week. The Town of Orangetown wants to work with the Authority to develop an education campaign for residents.

St. Lawrence requested that any information sent out to the residents should be encouraging the residents to recycling paper.

## **Item #5 Public Hearing**

Motion to Open the Public Hearing

Zebrowski/Lawless Unan.

No public statements.

Motion to Close Public Hearing

Holbrook/ Zebrowski Unan.

**Item #6**

**Resolution No. 42 of 2001  
Adoption of the 2002 Solid Waste Management Authority Budget**

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

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

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

**WHEREAS**, the Authority after due deliberation and public hearing did review and discuss a budget for the fiscal year 2002 setting forth the various expenditures of the Authority, and, now therefore be it,

**RESOLVED**, that the Rockland County Solid Waste Management Authority does hereby adopted the budget of the Authority for the year 2002, a copy of which is attached to the resolution and marked as Schedule "A", and, still be it further,

**RESOLVED**, that the Executive Director is hereby authorized and directed to take such steps as are necessary to implement the intent of this resolution.

Motion to Approve  
Holbrook/Zebrowski

**Discussion**

E. Devine stated that he wanted to notify the Board that he had meet with representatives of the County Executive office and with G. Wren to discuss the concerns with the safety of the Household Hazardous Waste Facility at the Fire Training Center. The size of the facility is not adequate for the success of the Program. The County's Mobile command vehicle is parked in a garage next to the Facility is a concern in light of the recent events. With the variety of the factors involved including the success of the program and the amount of traffic they would like to see the facility moved to elsewhere. E. Devine requested an additional funds of \$100,000 be allocated to study the safety to study the feasibility of relocating the site to another location in Rockland County. Dr. Yarmus would like to speak in reference to the fire suppression system at the facility.

Dr. Yarmus stated seconded the motion that E. Devine made for further discussion. Consider the possibility that any study any outcome is possible such as no alternate sites available in the County. In that event it is imperative that the Authority be prepared to enhance the level of safety at the HHW facility. Dr. Yarmus stated that G. Wrens had discussions with contractors and it would cost \$250,000 to expand the sprinkler system at the Fire Training Center to cover the HHW facility. Dr. Yarmus amended

his motion to include expanding the sprinkler system at the Fire Training in case there is no alternate site available in the County.

C. Holbrook accepted the amendment.

R. Karben stated that was proposed from the County Executive through Dr. Yarmus and E. Devine are worthy concerns, however would these improvements raise the tax rate?

St. Lawrence answered that in the budget already is \$80,000 for the fire suppression system.

R. Delo stated that the \$80,000 included a number of enhancements to the facility including widening the gate at the entrance, new solid waste disposal system including compactors, oil tank system for storage in bulk, and \$30,000 out of the \$80,000 was for the fire suppression system. The \$30,000 was the original number given to R. Delo for the expansion of the system. Now, after review G. Wren feels a new system is needed.

St. Lawrence stated that \$320,000 would be needed for all the improvements at the HHW facility. That amount of money would increase the rates.

R. Delo agreed.

C. St. Lawrence stated to put all this money into the Fire Training Center and then decided that the HHW Facility has outgrown this facility does not make sense.

R. Delo stated that the State paid 50% of the building at the HHW Facility. It cost \$700,000 - \$800,000 for the HHW Facility and the State paid \$350,000. If the Authority was to abandoned this building the State might come looking for that money. R. Delo suggested that if the Authority looks for other locations for the HHW Facility, the existing Facility should be maintained as a satellite facility so that the grant money would not be put in jeopardy. It would be a two-year process to site another location and build it and would cost about \$1 million.

R. Karben stated that he can not vote for a budget without knowing what the impact would be for the taxpayers. At the legislature we are having a hard time with any tax increases and the Mayors have stated that even \$1.00 would hurt. R. Karben feels that the Board needs to move carefully before it approves and tax increase.

R. Delo stated that if the total amount to be raised is \$270 - 280,000 the increase would be \$3.00 per unit.

St. Lawrence stated that the Authority paid \$700 - \$800,000 for the building and it is going to cost \$250,000 for the fire system.

R. Delo stressed that at this time there has been no engineering done for this expansion. R. Delo stated that this estimate is very rough. R. Delo feels that experts need to contact and that the system need to be expanded. Right now there is only part of the building that has coverage and the program has grown so much that operations has been using parts of the building.

Dr. Yarmus stated that depending on the first study of sitting, the study on safety for the HHW Facility may be altered significantly if the facility is used for a satellite facility for items that are not that

hazardous. If the siting study is done quickly it may be deferrable. Dr. Yarmus amended his motion to have a smaller amount allocated but do not use it yet.

K. Zebrowski questioned if there is any money that can be used from the existing budget for the siting study? K. Zebrowski shared R. Karben's concerns and also wants to be supportive to the administration.

R. Delo stated that currently there is \$200,000 for contingency. R. Delo stated that this budget was the most difficult budget for the Authority, there was loss in revenues, increase in electricity and there is not a lot of extra money and feels to take some money from this area would be appropriate.

St. Lawrence stated that the Authority can get RFP to do the study on siting and the Authority has that money for this use. St. Lawrence suggested \$80,000 for the fire system instead of the \$30,000 that was originally allocated.

Dr. Yarmus accepted.

R. Delo clarified that the additional \$50,000 for the fire system is to be taken from contingency and the balance of the contingency will be used for the siting study and then there will be no tax increase.

C. Holbrook accepted.

Motion to Approve

Unan.

Item #7

**Resolution No. 43 of 2001**

**Adoption of Rate, Rental Fee or Change for Use or Availability of the Facilities and Services of the Authority or the Year 2002**

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

**WHEREAS**, it is necessary for the Authority to set its fees, rates, and charges for the usage of the Authority's facilities for the year 2002, and,

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

**WHEREAS**, a public hearing was held on November 15, 2001, for the purposes of determining the setting of fees, rates, and charges, and, therefore be it,

**RESOLVED**, that the fees and charges for the usage of the Authority's Facilities annexed hereto and made part of this Resolution as Exhibit "A" are hereby adopted for the year 2002.

Motion to Approve

Holbrook/Zebrowski      Unan.

**Item #8**

**Resolution No. 44 of 2001  
Setting the Rate for Municipality Recyclables Revenue Payments for the Year 2002**

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

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

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

**WHEREAS**, in order to encourage municipalities to maximize their recycling rate and to defray their collection and transportation costs for these recyclables, the Authority would like to share the revenue it receives from the sale of the recyclables, and in accordance with the formula included in the Intermunicipal Recyclables Management Agreement, and,

**WHEREAS**, based on recyclables revenue received and expenses incurred for operation and maintenance of the MRF for the year 2001, the recyclables revenue payment for 2002 has been calculated to be \$32 per ton, and, therefore be it,

**RESOLVED**, that the Authority pay over to each municipality which has entered into the Intermunicipal Recyclables Management Agreement with it, the sum of \$32 per ton for each ton of recyclable materials that such municipality has delivered to the Authority during the Year 2002.

Motion to Approve  
Zebrowski/Holbrook     Unan.

**Item #9**

**Resolution No. 45 of 2001  
Establishing the Position of Receptionist in Accordance with the Procedures of the Rockland  
County Personnel Office**

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

**WHEREAS**, the Authority has a need for a position of Receptionist, and,

**WHEREAS**, the position must comply with the Classification and description of services to be rendered in conformity with the procedures established by the Rockland County Personnel Office, and,

**WHEREAS**, the job title and description is set forth in the PO 27, attached hereto, now therefore be it,

**RESOLVED**, that the position of Receptionist be and it is hereby established and will be established upon classification action by the Rockland County Department of Personnel, and, still be it further,

**RESOLVED**, that the Executive Director is authorized and directed to sign any and all 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.

Item #9a

**Resolution No. 46 of 2001**  
**Establishing the Position of Grounds Worker in Accordance with the Procedures of the Rockland County Personnel Office**

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

**WHEREAS**, the Authority has a need for a position of Grounds Worker, and,

**WHEREAS**, the position must comply with the Classification and description of services to be rendered in conformity with the procedures established by the Rockland County Personnel Office, and,

**WHEREAS**, the job title and description is set forth in the PO 27, attached hereto, now therefore be it,

**RESOLVED**, that the position of Grounds Worker be and it is hereby established and will be established upon classification action by the Rockland County Department of Personnel, and, still be it further,

**RESOLVED**, that the Executive Director is authorized and directed to sign any and all 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

Motion to Approve  
Zebrowski/Schoenberger

**Discussion**

R. Delo stated that one position is a full-time receptionist and the other is a part-time grounds worker for the greenhouse.

D. Jobson questioned the salary?

R. Delo answered the grounds worker would be \$10/hr. and the receptionist is \$31,200.

R. Delo stated that currently the Authority is having a person with Cosulich who is really there as a construction administration services which will end at the end of the year. With the volume of the phone calls and records management the Authority feels that we need this position on an ongoing full time basis.

Unan.

**Item #10**

**Resolution No. 47 of 2001**

**Accepting Bid and Authorizing Execution of Contract SB-1 with the Firm of Miele Sanitation Company for Solid Waste (as described in the specifications for Contract SB-1) Collection, Transportation and Disposal Contract for the Village of Sloatsburg and Authorizing Execution of Contract SB-1 with the Village of Sloatsburg**

**WHEREAS**, the Village of Sloatsburg made a request that the Authority enter into a contract with it to collect and remove solid waste as described in the specifications for Contract SB-1, and,

**WHEREAS**, pursuant to its powers granted under the Public Authority Law, Title 13-M, the Authority has the power to do such collection and levy a fee for such services against the real property owners of the Village, and,

**WHEREAS**, in order to determine the costs to the Authority for delivering such services, a Request for Bids, which included the scope of services to be performed, was performed and advertised, and,

**WHEREAS**, three (3) bids were received and opened on Tuesday, November 8, 2001 and after review by the Executive director and the engineers for the Authority, it was determined that the lowest responsible and responsive bidder (result of bidding annexed) was the firm of Miele Sanitation Company, and,

**WHEREAS**, the Village of Sloatsburg Board has met, reviewed the bids and has resolved to enter into a contract with the Authority for collection of the Village's solid waste, based on the bid of the firm of Miele Sanitation Company, and, now, therefore be it,

**RESOLVED**, that the bid of the firm of Miele Sanitation Company for the prices included in their bid proposal are hereby accepted subject to execution of a contract with the Village of Sloatsburg, and, therefore be it,

**RESOLVED**, that subject to review by the Attorney for the Authority, the Executive Director or the Chairman of the Authority is authorized and directed to execute the contract with the firm of Miele Sanitation Company, for the collection of solid waste, as described in the specifications for Contract SB-1, and, therefore be it,

**RESOLVED**, subject to review by the Attorney for the Authority, that the Executive Director or the Chairman of the Authority is authorized and directed to execute the agreement with the Village of Sloatsburg based on the bid made by the firm Miele Sanitation Company, and, still be it further,

**RESOLVED**, that the Executive Director is authorized and directed to take all appropriate actions to levy a fee upon the real property owners of the Village of Sloatsburg for the costs of such collection of the solid waste.

Motion to Approve  
Berliner/Zebrowski Unan.

Dr. Yarmus clarified that there is going to be a study for relocation and if additional fire safety is needed that the money will be taken from the contingency, all pending additional specification.

St. Lawrence agreed.

St. Lawrence noted that the Authority increased the revenue rebates to the municipalities from \$31 to \$32 per ton.

**Item #11**  
**Appointment of Nominating Committee for 2002 Officers**

K. Zebrowski delegated to the Chairman to make the appointments of the Officers.

**Item #12**

**Resolution No. 48 of 2001**

**Authorizing the Amendment of the Town of Ramapo and Town of Clarkstown Host Community Agreements**

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

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

**WHEREAS**, the Rockland County Solid Waste Management Authority (the "Authority") was formed in accordance with section 2053(e) *et seq.* of the Public Authority Law of the State of New York the ("Act"), and Resolution No. 301 of 1994 of the County legislature to implement certain provisions of the SWMP/GEIS and to construct solid waste management facilities; and

**WHEREAS**, the Authority has heretofore entered into a host community agreement with the Town of Ramapo ("Ramapo") for the siting of the Authority's material recovery facility (the "MRF"), preprocessing facility (the "Preprocessing Facility") and composting facility (the "Composting Facility") in Ramapo; and

**WHEREAS**, the Authority has heretofore entered into a host community agreement with the Town of Clarkstown ("Clarkstown") for the operation of a county-wide yardwaste compost facility located within Clarkstown; and

**WHEREAS**, the Ramapo host community agreement provides that Ramapo shall receive a \$2.00 host community fee for each ton of acceptable materials delivered to the MRF and for each ton of recoverable materials delivered to the Preprocessing Facility; and

**WHEREAS**, such \$2.00 per ton fees paid to Ramapo, in accordance with the terms of Ramapo host community agreement, shall be reduced to \$1.00 per ton as of the fifth anniversary of the MRF acceptance date and as of the fifth anniversary of the first date of operation of the Preprocessing Facility; and

**WHEREAS**, the Clarkstown host community agreement provides that Ramapo shall receive a \$2.00 host community fee for each ton of acceptable materials delivered to the yardwaste composting facility; and

**WHEREAS**, such \$2.00 per ton fees paid to Clarkstown in accordance with the terms of the Clarkstown host community agreement, shall be reduced to \$1.00 per ton after the first four operating years as defined in the Clarkstown host community agreement; and

**WHEREAS**, Ramapo and Clarkstown have requested that such host community fees shall remain at \$2.00 per ton during the term of such host community agreements;

**NOW, THEREFORE BE IT RESOLVED**, that the Ramapo host community agreement is hereby amended to provide that the host community fee for each ton of acceptable materials delivered to the MRF and for each ton of recoverable materials delivered to the Preprocessing Facility continue at \$2.00 per ton for the duration of the term of such host community agreement.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the Clarkstown host community agreement is hereby amended to provide that the host community fee for each ton of acceptable materials delivered to the yardwaste composting facility continue at \$2.00 per ton for the duration of the term of such host community agreement.

Motion to Approve  
Holbrook/Karben            Unan.

T. Kleiner questioned how long is the extension?

St. Lawrence answered that the extension will be indefinitely because of the services that the Towns provide to the Authority. There is no increase the price is \$2 a ton.

**Item #13**

**Resolution No. 49 of 2001**

**Rescheduling the December Meeting of the Rockland County Solid Waste Management Authority**

**WHEREAS**, the Rockland County Solid Waste Management Authority customarily conducts its monthly meeting on the 4<sup>th</sup> Thursday of each month, and,

**WHEREAS**, the 4<sup>th</sup> Thursday of the Month of December falls on a Holiday week, and,

**WHEREAS**, it is essential that a meeting of the Authority take place in the month of December to conduct business, and, therefore be it,

**RESOLVED**, that the Monthly meeting of the Rockland County Solid Waste Management Authority for the month of December be Rescheduled to December 13, 2001.

Motion to Approve  
Zebrowski/ Jobson for the 13<sup>th</sup> of December

Unan.

**Item #14a**

**Resolution No. 50 of 2001**

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**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

**2001 NOTE RESOLUTION**

**AUTHORIZING THE ISSUE OF UP TO**

**\$2,500,000**

**2001 BOND ANTICIPATION NOTES, SERIES A**

**Adopted November 15, 2001**

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**2001 NOTE RESOLUTION**

**AUTHORIZING THE ISSUE OF UP TO**

**\$2,500,000**

**2001 BOND ANTICIPATION NOTES, SERIES A**

BE IT RESOLVED by the Rockland County Solid Waste Management Authority as follows:

## ARTICLE I

### DEFINITIONS AND STATUTORY AUTHORITY

**SECTION II. Definitions.** (a) All terms which are defined in Section 102 of the General Resolution, unless otherwise defined herein, shall have the same meanings, in this Resolution as are given to such terms in said Section 102 of the General Resolution.

(b) As used in this Resolution, unless a different meaning clearly appears from the context:

**"Certificate of Determination"** shall mean a certificate of an Authorized Officer of the Authority fixing terms, conditions and other details of the 2001 Series A Notes in accordance with the delegation of power to do so hereunder.

**"Fourth Supplemental Resolution"** shall mean the Rockland County Solid Waste Management Authority Fourth Supplemental Bond Resolution Authorizing The Issue Of Up To \$2,500,000 General Obligation Bonds, Series 2002A, adopted November 15, 2001, as amended or supplemented;

**"General Resolution"** shall mean the Rockland County Solid Waste Management Authority Solid Waste Management System Bond Resolution, adopted November 30, 1995, as amended on February 6, 1996 and by Certificate of Determination dated February 28, 1996 and by Certificate of Determination dated August 22, 1996;

**"2001 Series A Notes"** shall mean the 2001 Bond Anticipation Notes, Series A of the Authority authorized and issued pursuant to Section 201 hereof, together with any Note issued in substitution therefore pursuant to Section 306 hereof;

**"2001 Series A Notes Payment Fund"** shall mean the fund by that name to be established by Section 402 hereof;

**"Noteholders,"** or **"Holders"** or any similar term, when used with reference to the 2001 Series A Notes, shall mean the holders as the registered owners of the 2001 Series A Notes;

**"Outstanding"**, when used in reference to the 2001 Series A Notes, shall mean, as of a particular date, the 2001 Series A Notes authenticated and delivered hereunder except to the extent that (i) the 2001 Series A Notes have been cancelled at or before such date; or (ii) any Note has been issued and authenticated in lieu of or in substitution therefore;

**"Purchasers"** means the purchaser or purchasers of the 2001 Series A Notes selected pursuant to Section 301 hereof;

**"Resolution"** shall mean this 2001 Note Resolution Authorizing The Issue Of Up To \$2,500,000 2001 Bond Anticipation Notes, Series A, as from time to time amended or supplemented by Supplemental Resolution in accordance with the terms and provisions hereof; and

**"Series A Bonds"** means the Series A Bonds, authorized to be issued pursuant to the General Resolution and the Fourth Supplemental Bond Resolution Authorizing The Issue Of Up To \$2,500,000 General Obligation Bonds, Series 2002A adopted by the Authority on November 15, 2001, as amended or supplemented.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships and corporations including public bodies as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Resolution, refer to this Resolution.

**SECTION I2. Authority for the Resolution.** This Resolution is adopted pursuant to the provisions of the Act and the General Resolution.

**SECTION I3. Resolution and Note Constitute a Contract.** With respect to the 2001 Series A Notes, in consideration of the purchase and acceptance of the 2001 Series A Notes authorized to be issued hereunder by the Holders, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Holders of the 2001 Series A Notes.

## **ARTICLE II**

### **AUTHORIZATION AND ISSUANCE OF NOTES**

**SECTION II1. Authorization of Notes.** Subject to the limitations contained in Article II and pursuant to Section 207 of the General Resolution, there is hereby established and created an issue of Notes of the Authority to be designated as "Rockland County Solid Waste Management Authority 2001 Bond Anticipation Notes, Series A," and there is hereby created a continuing pledge and lien as provided hereby and by the General Resolution to secure the payment of the principal of and interest on the 2001 Series A Notes.

The 2001 Series A Notes are hereby authorized to be issued in such aggregate principal amount as shall be sufficient to make available to the Authority no more than \$2,500,000 in proceeds of such Notes as determined by any Authorized Officer for the purpose of making the payments described in Section 202 of this Resolution from moneys on deposit in the Note Proceeds Fund established pursuant to Section 402 hereof.

The 2001 Series A Notes shall not be a debt of the State or of the County nor shall the State or the County be liable thereon, nor shall the 2001 Series A Notes be payable out of any funds other than those of the Authority pledged to the payment of the principal of and interest on the 2001 Series A Notes.

**SECTION II2. Purposes.** The purpose for which the 2001 Series A Notes are being issued is to pay Capital Costs, including in particular, Capital Costs in connection with the acquisition, planning, design, construction, improvement and equipping of the Ramapo Transfer Station and Scalehouse and other costs of the Authority relating to the issuance thereof.

**SECTION II3. Provisions for Issuance of the Notes.** 1. There is hereby delegated to any Authorized Officer, the authority to determine and carry out any or all of the following:

- (a) The authorized principal amount of the 2001 Series A Notes, subject to the provisions of Section 201 hereof;
- (b) The purposes for which the 2001 Series A Notes shall be issued, subject to the provisions of Section 202 hereof;
- (c) The date or dates of issue and maturity date or dates, provided that such maturity date shall be not later than December 31, 2002;
- (d) The interest rate on the 2001 Series A Notes and the interest payment date or dates therefore; provided that the interest rate on the 2001 Series A Notes shall not exceed seven percent (7%) per annum;
- (e) The redemption terms and the redemption price or prices of the 2001 Series A Notes;
- (f) Directions for the application of the proceeds of the 2001 Series A Notes;
- (g) Additional provisions for the sale or exchange of the 2001 Series A Notes and for the delivery thereof not otherwise set forth herein;
- (h) The purchase price of the 2001 Series A Notes, subject to Section 301 hereof;
- (i) The preparation, approval and distribution of offering documents, in a form acceptable to such Authorized Officer, for the purpose of selling the 2001 Series A Notes, such offering documents to be an updated form of the September 9, 1999 Official Statement of the Authority prepared in connection with the Authority's General Obligation Bonds, Series 1999A and updated by information contained in the Authority's 2001 secondary market filings and other documents necessary for the sale or placement of the 2001 Series A Notes; and
- (j) Adjustments to the form of 2001 Series A Notes, and any other provisions deemed advisable by an Authorized Officer of the Authority, not in conflict with the provisions hereof or of the General Resolution.

Such Authorized Officer shall execute a Certificate of Determination evidencing determinations or other actions taken pursuant to the authority granted herein or in the General Resolution, and any such Certificate of Determination shall be conclusive evidence of the action or determination of such Authorized Officer as to the matters stated therein.

2. The 2001 Series A Notes shall be executed by the Authority for issuance under the Resolution and delivered to the Purchasers and in such amounts as directed by the Authority to be authenticated by an Authorized Officer and by it delivered to or upon the order of the Authority, but only upon receipt by the Purchasers of:

(a) A copy of this Resolution, certified by an Authorized Officer of the Authority;

(b) Copies of the General Resolution and the Fourth Supplemental Resolution, each certified by an Authorized Officer of the Authority;

(c) A written order as to the delivery of the 2001 Series A Notes, signed by an Authorized Officer of the Authority;

(d) A Counsel's Opinion dated as of the date of such delivery by the Authority to the effect that (i) the Authority has the right and power under the Act as amended to the date of such Opinion to adopt the Resolution, the General Resolution and the Fourth Supplemental Resolution (with such approvals as may be required by the Act as so amended), and each of the Resolution, the General Resolution and the Fourth Supplemental Resolution has been duly and lawfully adopted by the Authority and such approvals given, is in full force and effect and is valid and binding upon the Authority and enforceable with such customary exceptions as Counsel shall specify, in accordance with its terms, and no other authorization for the Resolution, the General Resolution or the Fourth Supplemental Resolution is required; (ii) the Resolution creates the valid pledge which it purports to create pursuant to the General Resolution and the Resolution; and (iii) the Authority is duly authorized and entitled to issue the 2001 Series A Notes and, upon the execution and delivery thereof and upon authentication by an Authorized Officer, the 2001 Series A Notes will be duly and validly issued and will constitute the valid and binding general obligation of the Authority entitled to the benefits of the Resolution and the General Resolution, enforceable, with such customary exceptions as Counsel shall specify, in accordance with its terms and the terms of the Resolution and entitled to the benefits of the Resolution and the General Resolution and of the Act, and the 2001 Series A Notes have been duly and validly authorized and issued in accordance with law, including the Act, as amended to the date of such Opinion, and in accordance with the Resolution;

(e) A Certificate of the Purchaser to the effect that it has received, in form and substance satisfactory to such Purchaser, all documents and certificates required to be delivered to it pursuant to this Resolution as a precondition to the issuance of the 2001 Series A Notes by the Authority.

**SECTION II4. Additional Determinations.** To the extent an Authorized Officer deems it appropriate to give effect to the terms of sale of the 2001 Series A Notes, the Certificate of Determination may include additional determinations providing for the interest rates, designation, maturities and other terms with respect to the 2001 Series A Notes, including, but not limited to, minimum requirements on amounts held in various funds (which requirements are not inconsistent with the General Resolution and this Resolution), restrictions on investments of amounts held under various funds (which restrictions are not inconsistent with the General Resolution and this Resolution) and the pledge of other amounts for the payment of the 2001 Series A Notes.

In addition, each Authorized Officer is hereby authorized to take whatever other action is necessary to carry out such sale including, without limitation, to make such changes, additions, deletions, modifications and amendments to this Resolution as may be necessary or desirable and in the best interest of the Authority and not inconsistent with the authorization contemplated at the meeting of the directors of the Authority at which this Resolution was adopted.

### **ARTICLE III**

#### **GENERAL TERMS AND PROVISIONS OF THE NOTES**

**Section III1. Sale of 2001 Series A Notes.** The 2001 Series A Notes shall be awarded and sold to the Purchaser or Purchasers selected by an Authorized Officer, in accordance with the terms

and conditions set forth in a notice of sale delivered to potential purchasers selected by the Chairman or another Authorized Officer at a purchase price equal to the original principal amount of the 2001 Series A Notes to be sold.

The Chairman and all Authorized Officers of the Authority are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts necessary or proper for carrying out the issuance, sale and delivery of the 2001 Series A Notes and for implementing the terms of the 2001 Series A Notes and the transactions contemplated hereby or thereby.

**SECTION III2. Place and Medium of Payment.** The 2001 Series A Notes shall be payable, with respect to the interest thereon and the principal thereof, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and interest on the 2001 Series A Notes shall be payable in immediately available funds at the location agreed by the Purchaser and the Authority upon the surrender to the Authority of the 2001 Series A Notes at maturity or prior redemption.

**SECTION III3. Form of Notes.** The 2001 Series A Notes shall be issued in fully registered definitive form without coupons registered in the name of the Holder thereof. The 2001 Series A Notes may be typewritten. Subject to the provisions hereof, the 2001 Series A Notes shall be in substantially the form and tenor annexed hereto as Exhibit A.

**SECTION III4. Legends.** The 2001 Series A Notes may contain, or have endorsed thereon, such provisions, specifications and descriptive words not inconsistent herewith, as may be necessary or desirable and as may be determined by an Authorized Officer of the Authority prior to their delivery.

**SECTION III5. Execution and Authentication.** The 2001 Series A Notes shall be executed in the name of the Authority by the manual or facsimile signature of an Authorized Officer and its corporate seal, if available, (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the facsimile signature of another Authorized Officer, or in such other manner as may be permitted by law. In case any one or more of the officers who shall have signed or sealed the 2001 Series A Notes shall cease to be such officer before the 2001 Series A Notes so signed and sealed shall have been actually authenticated and delivered by an Authorized Officer, the 2001 Series A Notes may nevertheless be delivered as provided herein, and may be issued as if the persons who signed or sealed the 2001 Series A Notes had not ceased to hold such offices or be so employed. Any 2001 Series A Notes may be signed and sealed on behalf of the Authority by such persons as at the actual time of the execution of such 2001 Series A Notes shall be duly authorized or hold the proper office in or be employed by, the Authority, although at the date of the 2001 Series A Notes such persons may not have been so authorized or have held such office or employment.

The 2001 Series A Notes shall bear thereon a certificate of authentication executed by an Authorized Officer manually or by its facsimile signature. The 2001 Series A Notes shall not be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by such Authorized Officer. Such certificate of the Authorized Officer upon the 2001 Series A Notes executed on behalf of the Authority shall be conclusive evidence that the 2001 Series A Notes so authenticated have been duly authenticated and delivered under the Resolution and that the Holder is entitled to the benefits hereof.

**SECTION III6. Note Mutilated, Destroyed, Lost or Stolen.** In case one of the 2001 Series A Notes shall become mutilated or be destroyed, lost or stolen, the Authority in its discretion may execute and deliver, and upon its request an Authorized Officer shall authenticate and deliver, a new 2001 Series A Note of like date, maturity, interest rate and principal amount as the 2001 Series A Note so mutilated, destroyed, lost or stolen, in exchange and substitution for the mutilated, destroyed, lost or stolen 2001 Series A Note, upon surrender and cancellation of such mutilated 2001 Series A Note, or in lieu of and substitution for such 2001 Series A Note so destroyed, lost or stolen, upon filing with the Authority evidence satisfactory to the Authority that such 2001 Series A Note has been destroyed, lost or stolen and proof of ownership thereof, and upon furnishing the Authority with indemnity satisfactory to it and complying with such other reasonable regulations as the Authority may prescribe and paying such expenses as the Authority may incur in connection therewith. If one of the 2001 Series A Notes is so surrendered it shall be cancelled by the Authority.

**SECTION III7. Redemption.** The 2001 Series A Notes shall be subject to redemption prior to maturity at any time, in whole or in part, at the option of the Authority at the redemption price or redemption prices, and on the terms and conditions, determined by an Authorized Officer pursuant to Section 203 hereof, plus accrued interest, if any, to the date fixed for redemption.

## ARTICLE IV

### PLEDGE OF RESOLUTION; CREATION OF ACCOUNTS; AND APPLICATION OF PROCEEDS

**SECTION IV1. Pledge of Resolution.** The proceeds of sale of the Series A Bonds to be deposited in the 2001 Series A Notes Payment Fund are hereby pledged, in accordance with the General Resolution and the Fourth Supplemental Resolution, to the Noteholder as security for the payment of the principal of and interest on the 2001 Series A Notes and as security for the performance of any other obligation of the Authority hereunder, all in accordance with the provisions hereof. Such pledge of the proceeds of the sale of the Series A Bonds deposited in the 2001 Series A Notes Payment Fund shall have a priority over any other pledge of such proceeds created by the General Resolution. In addition, the Noteholder shall expressly have the benefit of the pledges authorized to be made pursuant to the provisions of Section 207 of the General Resolution, including a pledge of the proceeds of the 2001 Series A Notes, and a pledge of Revenues.

The pledges made hereby are valid and binding from the time when they are made and all moneys and investments at any time held in the 2001 Series A Notes Payment Fund shall immediately be subject to the lien of such pledges without any physical delivery thereof or further act, and the lien of such pledges shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof. No instrument by which such pledges are created nor any financing statement need be recorded or filed.

**SECTION IV2. Creation of Funds and Accounts.** There is hereby established a fund designated the Note Proceeds Fund. Except as otherwise specified herein the Authority shall apply the amount of the proceeds derived from the sale of the 2001 Series A Notes to the Note Proceeds Fund and for the purposes of making the payments described in Section 403 hereof. There is further hereby established a fund designated the 2001 Series A Notes Payment Fund. Except as otherwise specified herein the Authority shall make payments of interest and principal on the 2001 Series A Notes from moneys pledged therefore and deposited therein.

**SECTION IV3. Application of Note Proceeds Fund.** Unless otherwise specified in writing by an Authorized Officer, moneys in the Note Proceeds Fund, or any accounts therein, shall be applied for the purposes set forth in Section 202 of this Resolution at the direction of any Authorized Officer.

## ARTICLE V

### INVESTMENT OF FUNDS

**SECTION V1. Investment of Funds and Accounts.** Any moneys held in any fund or account hereunder, if permitted by law, shall, as nearly as may be practicable, be invested in Investment Securities; provided that each such investment shall permit the moneys so deposited or invested to be available for use at the times at which the Authority reasonably believes such moneys will be required for the purposes hereof.

**SECTION V2. Liability for Investments.** The Authority shall not have any liability arising out of or in connection with the making of any investment authorized by the provisions of this Article V, in the manner provided in this Article V, for any depreciation in value of any Investment Securities, or for any loss, direct or indirect, resulting from any investment.

## ARTICLE VI

### PARTICULAR COVENANTS

The Authority hereby particularly covenants and agrees with the Noteholders, and makes provisions which shall be a part of the contract with such holder, to the effect and with the purpose as follows:

**SECTION VI1. Payment of Principal and Interest.** The Authority shall pay or cause to be paid the principal of and interest on the 2001 Series A Notes on the date and at the place and in the manner provided in the 2001 Series A Notes and this Resolution, according to the true intent and meaning thereof.

**SECTION VI2. Powers as to Note and Pledge.** The Authority is duly authorized under the General Resolution, the Fourth Supplemental Resolution, the Act and all other applicable laws to create and issue the 2001 Series A Notes, to adopt this Resolution and to pledge the amounts in the 2001 Series A Notes Payment Fund in the manner and to the extent provided herein and therein. Upon the issuance of the 2001 Series A Notes, all conditions, acts and things required by the Act and hereby to exist, to have happened and to have been performed precedent to and in the issuance of the 2001 Series A Notes, shall exist, have happened and have been performed and the issuance of the 2001 Series A Notes, together with all other indebtedness of the Authority, if any, shall be within every debt and other limit prescribed by the laws of the State. Any amounts to be held in the 2001 Series A Notes Payment Fund shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created hereby, and all corporate action on the part of the Authority to such ends have been duly and validly taken. The 2001 Series A Notes and the provisions hereof are and shall be the valid and legally enforceable general obligations of the Authority in accordance with their terms and the terms hereof. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge made hereby and all of the rights of the Noteholders under the Resolution against all claims and demands of all persons whomsoever.

**SECTION VI3. Further Assurance.** The Authority, at any and all times, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and accounts hereby pledged or assigned, or intended so to be, or which the Authority may hereafter become bound to pledge or assign.

**SECTION VI4. Accounts and Audits.** The Authority shall keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the 2001 Series A Notes, which books and accounts, at reasonable hours and subject to the reasonable rules and regulations of the Authority, shall be subject to the inspection of the Noteholders or their representative duly authorized in writing. The Authority shall cause such books and accounts to be audited annually after the end of its fiscal year by a nationally recognized independent public accountant selected by the Authority.

**SECTION VI5. Creation of Liens.** The Authority shall not create or cause to be created (a) any lien or charge upon the proceeds of the Series A Bonds prior to the liens or charges thereon created hereby, or (b) any lien or charge upon the 2001 Series A Notes Payment Fund prior to or of equal rank with the liens or charges thereon created hereby; provided, however, that nothing contained herein shall prevent the Authority from issuing (i) Bonds, or other obligations under the General Resolution which shall have a charge or lien or right equal to the charge or lien for the benefit of the Noteholders created hereby and the General Resolution with the consent of the Noteholders, or (ii) Bonds or other Bond Anticipation Notes under the General Resolution with an equal charge and lien as to Revenues, or (iii) bonds, notes or other evidences of indebtedness under another and separate resolution so long as the charge or lien created by such resolution is not prior to or of equal rank with the charge or lien created hereby.

**SECTION VI6. Agreement of the State.** In accordance with the provisions of Section 2053-o of the Act the Authority hereby includes in this Resolution, to the fullest extent enforceable under applicable federal and State law, the pledge to and agreement with bondholders and noteholders of the Authority made by the State and set forth in such Section 2053-o.

**SECTION VI7. Amendment to General Resolution and Fourth Supplemental Resolution.** The Authority reserves the right, and the Noteholders from time to time hereby consent to such right, to amend or supplement the General Resolution and the Fourth Supplemental Resolution in any manner whatsoever; provided, however, that any such amendment or supplement shall not become effective prior to the date on which the 2001 Series A Notes are paid in full. The Authority hereby covenants that it shall not amend or supplement the General Resolution or the Fourth Supplemental Resolution, without the consent of the Noteholders, except to the extent that such amendment or supplement is effective only on or after the date on which the 2001 Series A Notes are paid in full.

## **ARTICLE VII**

**SECTION VIII. Events of Default.** An event of default shall exist hereunder (herein called "event of default") if:

(a) Payment of the principal of or interest on the 2001 Series A Notes shall not be made by the Authority when the same shall become due and payable, either at maturity or otherwise; or

(b) The Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained herein or in the 2001 Series A Notes on the part of the Authority to be performed and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been received by the Authority from the Noteholders; or

(c) The Authority shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the General Resolution or in the Bonds or other obligations issued thereunder or in any agreement or instrument providing for the issuance of any note.

**SECTION VII2. Enforcement of Remedies.** Upon the happening and continuance of any event of default specified in Section 701 hereof, then and in every such case, the Noteholders shall be entitled to proceed to protect and enforce such Holders' rights by such appropriate judicial proceeding as such Holders shall deem most effectual to protect and enforce any such right, either by suit in equity or by action in law, whether for specific performance of any covenant or agreement contained herein, or in aid of the exercise of any power granted hereby, or to enforce any other legal or equitable right vested in the Noteholders hereby or by the 2001 Series A Notes or by law.

**SECTION VII3. Remedies not Exclusive.** No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

## ARTICLE VIII

**SECTION VIII1. Further Assistance.** Any Authorized Officer is hereby authorized to execute and deliver such documents, agreements, instruments and certifications as may be necessary to give effect to this Resolution.

**SECTION VIII2. Moneys and Funds Held for the Notes.** The amounts held for the payment of the principal of and interest on the 2001 Series A Notes due on any date shall, pending such payment, be set aside and held in trust for the Noteholders, and for the purposes hereof such principal of and interest on the 2001 Series A Notes, due after such date thereof, shall no longer be considered to be unpaid.

**SECTION VIII3. Cancellation of Notes.** The Authority shall forthwith cancel the 2001 Series A Notes following payment of the same, and may destroy the 2001 Series A Notes. Once cancelled, the 2001 Series A Notes shall not be deemed Outstanding hereunder and no notes shall be issued in lieu thereof.

**SECTION VIII4. Severability of Invalid Provision.** If any one or more of the covenants, stipulations, promises, agreements and obligations provided herein on the part of the Authority to be performed should be contrary to law, then such covenant or covenants, stipulation or stipulations, promise or promises, agreement or agreements or obligation or obligations shall be null and void, shall be

deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions hereof or of the 2001 Series A Notes.

**SECTION VIII5. Parties in Interest.** Nothing herein, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than the Authority and the Noteholders any rights, remedies or claims hereunder or by reason hereof or any covenants, condition or stipulation thereof. All covenants, stipulations, promises and agreements herein contained by or on behalf of the Authority shall be for the sole and exclusive benefit of the Authority and the Noteholders.

**SECTION VIII6. Governing Laws.** The Resolution shall be governed by and construed in accordance with the laws of the State.

**SECTION VIII7. Effective Date.** The Resolution shall take effect immediately upon its obligation.

EXHIBIT A

(FORM OF SERIES 2001A NOTE)

REGISTERED

REGISTERED

No. 01AR-

\$ \_\_\_\_\_

NEITHER THE STATE OF NEW YORK, THE COUNTY OF ROCKLAND NOR ANY OTHER MUNICIPALITY OR PUBLIC CORPORATION SHALL BE LIABLE ON THIS NOTE AND THIS NOTE IS NOT A DEBT OF THE STATE OF NEW YORK, THE COUNTY OF ROCKLAND OR ANY OTHER MUNICIPALITY OR PUBLIC CORPORATION

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
2001 BOND ANTICIPATION NOTE, SERIES A

ORIGINAL ISSUE DATE:

MATURITY DATE

INTEREST RATE

DATED DATE

CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY (the "Authority"), a body corporate and politic constituting a public benefit corporation organized and existing under the laws of the State of New York (the "State"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity

Date shown above, and to pay interest on such Principal Amount until the Authority's obligation with respect to the payment of such Principal Amount shall be discharged as provided in the Resolution described in this Note at the Interest Rate shown above semiannually on the fifteenth day of June and December in each year, commencing \_\_\_\_\_, 2001. Interest will be paid from the Dated Date shown above (which is the Original Issue Date or such later date to which interest has been paid.) The principal of this Note is payable upon presentation and surrender at the principal office of \_\_\_\_\_, trustee and registrar under the 2001 Note Resolution, or its successor in trust (the "Trustee"), or at the principal office of \_\_\_\_\_, New York, New York, a paying agent of the Authority, or at the principal office of its successor as such paying agent. The principal and interest on this Note are payable in any coin or currency of the United States of America which, at the time of payment is legal tender for the payment of public and private debts, provided, however, that interest on this fully registered note shall be paid by check as set forth above. The interest on this Note is payable to the person in whose name this Note is registered as of the close of business on the fifteenth day of June and December (or the preceding business day if such fifteenth day is not a business day) in each year by check mailed to such registered owner (or, as long as this Note is registered in book-entry form, interest on this Note may be paid by wire transfer to the registered owner) at his address (or wire instructions, if applicable) as shown on the registration books of the Authority kept by the Trustee.

This Note is one of a duly authorized issue of notes of the Authority designated: 2001 Series A Notes (the "Bond Anticipation Notes") in the aggregate principal amount of \$X,XXX,000 issued under and pursuant to the Rockland County Solid Waste Management Authority Act, Title 13-M of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York (the "Act"), and under and pursuant to a resolution of the Authority adopted November 15, 2001 entitled "Rockland County Solid Waste Management Authority 2001 Note Resolution Authorizing The Issue Of Up To \$2,500,000 2001 Bond Anticipation Notes, Series A" (the "Resolution"). As provided in the Resolution, the Notes as to principal and interest thereon are payable from and secured by a pledge of the proceeds of an issuance of bonds authorized under the Resolution, the proceeds of the Notes, and Revenues, as defined in the Resolution. Copies of the Resolution are on file at the office of the Authority and at the corporate trust office of the Trustee, and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing the Notes, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Notes with respect thereto, the terms and conditions upon which the Notes are issued and may be issued thereunder, the conditions upon which the Resolution may be amended or supplemented with or without the consent of the holders or registered owners of the Notes, and the terms upon which notes may no longer be secured by the Resolution if sufficient moneys or specified securities are deposited with the Trustee in trust for their payment.

As provided in the Resolution, notes of the Authority may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Resolution. The Resolution provides that the Authority may issue bond anticipation notes secured by the general revenues of the System ("Bond Anticipation Notes"). Bond Anticipation Notes are also sometimes referred to herein as "Notes". The aggregate principal amount of Notes which may be issued under the Resolution is not limited except as provided in the Resolution, and all Bond Anticipation Notes issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution, or any resolution amendatory thereof or supplemental thereto, may be modified or

amended by the Authority with the written consent of the holders of at least a majority in principal amount of the Notes then outstanding under the Resolution, and, in case less than all of a series of Notes would be affected thereby, with such consent of the holders of at least a majority in principal amount of the Notes of each series so affected then outstanding under the Resolution, and, in case such modification or amendment would change the terms of any principal installment, with such consent of the holders of at least two-thirds in principal amount of the Notes of the particular series and maturity entitled to such sinking fund installment then outstanding; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Notes of any specified like series and maturity remain outstanding under the Resolution, the consent of the holders of such Notes shall not be required and such Notes shall not be deemed to be outstanding for the purpose of the calculation of outstanding Notes. No such modification or amendment shall permit a change in the terms of maturity of the principal of any outstanding Notes or of any installment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon without the consent of the holder of such Notes, or shall reduce the percentages or otherwise affect the classes of Notes the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any Paying Agent without its written assent thereto.

This Note is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above mentioned office of the Trustee by the registered owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner of this Note or such owner's duly authorized attorney, and thereupon a new registered Note or Notes in the same aggregate principal amount shall be issued to the transferee in exchange therefore as provided in the Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee and any Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

[The Bond Anticipation Notes are subject to redemption prior to maturity as follows:

\_\_\_\_\_]

The Act provides that neither the members of the Authority nor any person executing this Note shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance of this Note.

The registered owner of this Note shall have no right to enforce the provisions of the Resolution or to institute action to enforce the covenants therein or to take any action with respect to an event of default under the Resolution or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Resolution.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New York to exist, to have happened or to have been performed precedent to or in the issuance of this Note, exist, have happened and have been performed and that the issue of notes of which this issue is one together with all other indebtedness of the Authority is within every debt and other limit prescribed by said Constitution or statutes. This Note is a general obligation of the Authority to which the faith and credit of the Authority is pledged, payable from the revenues and assets not otherwise pledged, including certain revenues of the System under the Resolution in accordance with the provisions of the Resolution.

This Note shall not be valid or become obligatory upon the Authority and shall not be entitled to any security, right or benefit under the Resolution until authenticated by the certificate of the Trustee endorsed hereon by the manual signature of a duly authorized official of the Trustee.

IN WITNESS WHEREOF, ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY has caused this Note to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman or other Authorized Officer, and by imprinting or otherwise affixing its corporate seal hereon, attested by the manual or facsimile signature of its Secretary or other Authorized Officer, as of the Original Issue Date shown above.

ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

[SEAL]

By \_\_\_\_\_  
Chairman or other  
Authorized Officer

Attest:

\_\_\_\_\_  
Secretary or other  
Authorized Officer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

TRUSTEE'S CERTIFICATE

This Note is one of the issue of the Bond Anticipation Notes, Series 2001A described in this Note. The legal opinion attached to this Note is a true and correct copy, except for the omission of the date, of the opinion of Hawkins, Delafield & Wood, approving the validity of the Notes described in this Note. The opinion was dated and delivered on the date of the original delivery of such Notes.

\_\_\_\_\_,  
Trustee

By \_\_\_\_\_  
Its Authorized Official

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(Please print or typewrite name and address of Transferee)

the within note and does hereby irrevocably constitute

\_\_\_\_\_ Attorney to transfer such note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: \_\_\_\_\_ The signature to this assignment must correspond with the name as it appears on the face of the within note in every particular.

In the presence of:

\_\_\_\_\_  
NOTE: Assignment form should state both the name and address of the assignee in the space provided.

**Motion to Approve Item #14a  
Zebrowski/Fornario Unan.**

**Item #14b**

**Resolution No. 51 of 2001**

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**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
FOURTH SUPPLEMENTAL RESOLUTION**

**AUTHORIZING THE ISSUE OF UP TO  
\$2,500,000  
GENERAL OBLIGATION BONDS, SERIES 2002A**

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**Adopted: November 15, 2001**

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**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
GENERAL OBLIGATION BONDS, SERIES 2002A**

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**FOURTH SUPPLEMENTAL RESOLUTION**

**AUTHORIZING THE ISSUE OF UP TO  
\$X,XXX,000 GENERAL OBLIGATION BONDS, SERIES 2002A**

RECITALS

WHEREAS, the Rockland County Solid Waste Management Authority (the "Authority") pursuant to the Solid Waste Management System Bond Resolution adopted November 30, 1995, as amended on February 6, 1996 and by Certificate of Determination dated February 28, 1996 and by Certificate of Determination dated August 22, 1996 (the "Bond Resolution") authorizes the issuance of Bonds of the Authority from time to time; and

WHEREAS, the Authority hereby determines that it is necessary and desirable that the Authority issue its General Obligation Bonds, Series 2002A (sometimes referred to as the "Series 2002A Bonds") primarily for the purposes of paying principal and interest on a series of bond anticipation notes (the "2001 Series A Notes") issued to pay certain Capital Costs incurred by the Authority in connection with the development of the Solid Waste Management System, funding of the Debt Service Reserve Requirement with respect to the Series 2002A Bonds, and paying Costs of Issuance; and

NOW, THEREFORE, BE IT RESOLVED BY THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

## ARTICLE I

### AUTHORITY AND DEFINITIONS

#### Section 101. Authority for Supplemental Resolution.

This Fourth Supplemental Resolution (the "Fourth Supplemental Resolution") is adopted in accordance with the provisions of the Bond Resolution and pursuant to the authority contained in the Act.

#### Section 102. Definitions.

A. All terms defined in Section 102 of the Bond Resolution shall have the same meanings, respectively, in this Fourth Supplemental Resolution.

B. In addition, as used in this Fourth Supplemental Resolution, unless the context otherwise requires, the following terms shall have the following respective meanings: "Bond Purchase Agreement" means the Bond Purchase Agreement among the Authority and the Underwriters for the sale of the Series 2002A Bonds authorized to be entered into by this Fourth Supplemental Bond Resolution.

"2001 Series A Notes" means the series of bond anticipation notes issued by the Authority pursuant to the 2001 Note Resolution Authorizing the Issue of Up to \$2,500,000 2001 Bond Anticipation Notes, Series A.

"Fourth Supplemental Resolution" means this Supplemental Resolution of the Authority adopted on November 15, 2001, Authorizing The Issue Of Up To \$2,500,000 General Obligation Bonds, Series 2002A.

"Series 2002A Bonds" means the General Obligation Bonds of the Authority authorized by this Fourth Supplemental Resolution and herein designated "General Obligation Bonds, Series 2002A".

"Underwriters" means the underwriters named in the Bond Purchase Agreement.

C. Unless the context otherwise requires, in this Fourth Supplemental Resolution words of the masculine gender shall mean and include correlative words of the feminine and neuter genders; words importing the singular number shall mean and include the plural number and vice versa; words importing persons shall include firms, associations and corporations; and the terms, "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Fourth Supplemental Resolution.

## ARTICLE II

### AUTHORIZATION OF SERIES 2002A BONDS

#### Section 201. Principal Amount, Designation and Series.

A series of General Obligation Bonds entitled to the benefit, protection and security of the Bond Resolution is hereby authorized in the aggregate principal amount up to \$X,XXX,000. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title of, General Obligation Bonds, Series 2002A. In order to distinguish between Bonds of the same Series due to different federal tax law treatment of proceeds used for different proceeds, on the advice of bond counsel, the Series 2002A Bonds may be designated (as herein provided and as may be provided in the Certificate of Determination) in such way as to identify several Subseries. Such Subseries may be designated as Series 2002A-AMT and Series 2002A-Non-AMT, as however determined by an Authorized Officer. Any Authorized Officer may also change the year designation of the Series 2002A Bonds to conform to the actual date of issuance.

### **Section 202. Purpose.**

The purposes for which the Series 2002A Bonds are being issued are (a) to pay principal and interest on the 2001 Series A Notes previously issued to pay various Capital Costs of the Authority incurred or to be incurred in connection with the development of the System, (b) to make a deposit into the Debt Service Reserve Fund, as provided in Article III of this Fourth Supplemental Resolution, and (c) payment of Costs of Issuance.

### **Section 203. Issue Date.**

The Series 2002A Bonds shall be dated as provided in the Certificate of Determination, except as otherwise provided in Section 301 of the Bond Resolution.

### **Section 204. Delegation of Authority.**

There is hereby delegated to any Authorized Officer of the Authority, subject to the limitations contained herein and in the Bond Resolution, the power with respect to the Series 2002A Bonds to determine and carry out the following:

(a) The principal amount of Series 2002A Bonds to be issued in an aggregate principal amount up to \$2,500,000; the exact amount of the aggregate principal amount shall be determined by the Chairman or, in his absence, the Vice Chairperson or the Treasurer;

(b) The date or dates, maturity date or dates and principal amount of each maturity of the Series 2002A Bonds, the amount and date of each Sinking Fund Installment, if any, and which Series 2002A Bonds, if any, are Serial Bonds, Term Bonds, Capital Appreciation and Current Interest Bonds, Capital Appreciation Bonds or Current Interest Bonds; provided that the Series 2002A Bonds shall mature no later than December 15, 2023;

(c) The interest rate or rates of the Series 2002A Bonds (including a zero interest rate), the date from which interest on the Series 2002A Bonds shall accrue and the Interest Payment Dates, if any, therefore; provided, however, that the true interest cost on the Series 2002A Bonds (as determined by an Authorized Officer of the Authority, which determination shall be conclusive) shall not exceed eight percent (8%) per annum;(d) The Paying Agent or Paying Agents, if any, for the Series 2002A Bonds and, subject to the provisions of Section 301 of the Bond Resolution, the place or places of payment of the Principal, Sinking Fund Installments, if any, Redemption Price of and interest on the Series 2002A Bonds; provided,

however, that such Paying Agent or Paying Agents may be appointed by resolution of the Authority adopted prior to authentication and delivery of the Series 2002A Bonds in accordance with the provisions of Section 1102 of the Bond Resolution;

(e) The Redemption Price or Redemption Prices, if any, and, subject to Article IV of the Bond Resolution, the redemption terms, if any, for the Series 2002A Bonds; provided, however, that the Redemption Price of any Series 2002A Bond subject to redemption at the election of the Authority or in accordance with the Bond Resolution shall not be greater than one hundred three percent (103%) of the principal amount of the Series 2002A Bonds or portion thereof to be redeemed, plus accrued interest thereon to the date of redemption;

(f) Additional provisions for the sale or exchange of the Series 2002A Bonds and for the delivery thereof not otherwise set forth herein;

(g) Directions for the application of the proceeds of the Series 2002A Bonds not in conflict with the provisions hereof;

(h) The purchase price of the Series 2002A Bonds, subject to Section 301 hereof; and

(i) Any other provisions deemed advisable by an Authorized Officer of the Authority, not in conflict with the provisions hereof or of the Bond Resolution, including, without limitation, incorporating a Credit Facility or a Reserve Credit Facility to the extent that an Authorized Officer of the Authority determines that such changes would be in the best interest of the Authority.

Such Authorized Officer shall execute a Certificate of Determination evidencing determinations or other actions taken pursuant to the authority granted herein or in the Bond Resolution, and any such Certificate of Determination shall be conclusive evidence of the action or determination of such Authorized Officer as to the matters stated therein.

All Series 2002A Bonds issued pursuant to this Fourth Supplemental Resolution of like maturity shall be identical in all respects, except as to denominations, maturity amounts, numbers and letters.

#### **Section 205. Registration, Denominations, Numbers and Letters.**

The Series 2002A Bonds shall be issued in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple of \$5,000. Unless the Authority shall otherwise direct, the Series 2002A Bonds shall be numbered from one upward preceded by the letters "02AR" prefixed to the number. Subject to the provisions of the Bond Resolution, the forms of the Series 2002A Bonds and the Trustee's certificates of authentication shall be substantially in the form set forth in Article IV of this Fourth Supplemental Resolution.

#### **Section 206. Additional Determinations.**

To the extent an Authorized Officer of the Authority deems necessary to obtain a Credit Facility or a Reserve Credit Facility or obtain or preserve a rating on the Series 2002A Bonds or to obtain

a no adverse impact letter relating to the rating on the Series 2002A Bonds, or otherwise give effect to the terms of sale of the Series 2002A Bonds, the Certificate of Determination may include, to the extent reasonable or necessary to provide for the terms of the Series 2002A Bonds as set forth in the Bond Purchase Agreement or any notice of sale in connection with a competitive offering of the Series 2002A Bonds, additional determinations providing for the interest rates, designation, maturities, terms of redemption and other terms with respect to the Series 2002A Bonds, including, but not limited to, minimum requirements on amounts held in the various Funds (which requirements are not inconsistent with the Bond Resolution and this Fourth Supplemental Resolution), and restrictions on investments of amounts held under the various Funds (which restrictions are not inconsistent with the Bond Resolution and this Fourth Supplemental Resolution), and such changes to the General Resolution, subject to any required Bondholder consent, necessary to obtain a rating on the Bonds and to take into account the final forms of agreements with the vendor for the System Improvements.

### **ARTICLE III**

#### **SALE AND DELIVERY**

##### **Section 301. Sale of Bonds.**

The Series 2002A Bonds shall be awarded and sold to the Underwriters upon the terms and conditions set forth in the Bond Purchase Agreement or to purchasers determined by competitive sale pursuant to a notice of sale, in either case at a purchase price of not less than ninety percent (90%) of the aggregate original principal amount of the Series 2002A Bonds to be sold.

The Chairman, Vice Chairperson, Executive Director, Treasurer and Secretary of the Authority are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts necessary or proper for carrying out the Bond Purchase Agreement or any notice of sale, for the issuance, sale and delivery of the Series 2002A Bonds and for implementing the terms of the Series 2002A Bonds and the transactions contemplated hereby or thereby, including such changes to the form of Series 2002A Bonds as may be necessary or appropriate to reflect the provisions of any Credit Facility or Reserve Credit Facility.

##### **Section 302. Execution.**

The Series 2002A Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairman, Vice Chairperson, Executive Director or Treasurer and the corporate seal of the Authority (or a facsimile thereof) shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary or the Executive Director of the Authority, or in such other manner as may be required by law.

##### **Section 303. Delivery.**

After their execution as hereinabove provided, the Series 2002A Bonds shall be authenticated by the manual or facsimile signature of the Trustee and, upon satisfaction of the conditions contained in the Bond Resolution, shall be delivered to or upon the order of the Underwriters in accordance with the Bond Purchase Agreement or the purchasers in accordance with any notice of sale.

##### **Section 304. Arbitrage and Use of Proceeds Certificate.**

There is hereby delegated to each Authorized Officer of the Authority the power to execute and deliver an Arbitrage and Use of Proceeds Certificate with respect to the Series 2002A Bonds. Any such execution by an Authorized Officer shall be conclusive evidence of the approval required hereby.

#### **Section 305. Continuing Disclosure Agreement.**

There is hereby delegated to each Authorized Officer of the Authority the power to execute and deliver a Continuing Disclosure Agreement in connection with the sale and delivery of the Series 2002A Bonds. Any such execution by an Authorized Officer shall be conclusive evidence of the approval required hereby.

### **ARTICLE IV**

#### **ACCOUNTS; DISPOSITION OF PROCEEDS OF SERIES 2002A BONDS**

##### **Section 401. Creation of Series 2002A Accounts.**

There is hereby created in each of the Debt Service Fund, the Debt Service Reserve Fund, the Rebate Fund and the Bond Proceeds Fund an account relating to the Series 2002A Bonds which in each case shall be designated the "Series 2002A Account" thereof. There shall be deposited into and paid from each such Account any amounts to be deposited into or paid from the related Fund in connection with the Series 2002A Bonds. There shall be paid from the Series 2002A Account of the Construction Fund amounts to pay Capital Costs. There is hereby created in the Construction Fund an account relating to the Series 2002A Bonds and Costs of Issuance incurred in connection therewith and designated the "Series 2002A Costs of Issuance Account" thereof. There shall be paid from such Series 2002A Costs of Issuance Account, any Costs of Issuance in connection with the Series 2002A Bonds and, upon the direction of an Authorized Officer, there shall be transferred from such Series 2001A Costs of Issuance Account to the Construction Fund any excess amount on deposit in the former account. There is hereby created an escrow fund relating to the payment of the 2001 Series A Notes of the Authority and designated the "2001 Series A Notes Payment Fund". There shall be paid from such 2001 Notes Payment Fund the principal of, and to the extent not otherwise provided for by the Authority, the interest on the 2001 Series A Notes at the maturity thereof.

##### **Section 402. Disposition of Series 2002A Bond Proceeds.**

The proceeds of the sale of the Series 2002A Bonds shall be disposed of as applied, simultaneously with the issuance and delivery of the Series 2002A Bonds, in each case in amounts as determined in the Certificate of Determination, in the following order:

1. in the Debt Service Fund, accrued interest received on the sale of the Series 2002A Bonds;
2. in the Debt Service Reserve Fund, the amount of money, if any, necessary in order that upon delivery and issuance of the Series 2002A Bonds the amount in the Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement;
3. in the Series 2002A Cost of Issuance Account in the Construction Fund, the amount sufficient to pay the Costs of Issuance of the Series 2002A Bonds and any other

Authority Expenses in connection with such issuance; provided, however, that any amounts payable to the provider of a Credit Facility securing the Series 2002A Bonds may be paid directly from the Underwriters to such provider in satisfaction of a like amount of the purchase price, upon the direction of the Authority;

4. in the 2001 Notes Payment Fund, an amount equal to the principal and interest due on the 2001 Series A Notes (except to the extent that interest due on such 2001 Series A Notes is to be paid from Operating Funds of the Authority budgeted and available therefore); and

5. the balance of such proceeds, if any, exclusive of accrued interest, shall be deposited in the Construction Fund to pay Capital Costs.

## ARTICLE V

### FORM OF SERIES 2002A BONDS

#### **Section 501. Form of Series 2002A Bonds and Trustee's Certificate of Authentication.**

Subject to the provisions of the Bond Resolution, the General Obligation Bonds and the Trustee's certificate of authentication shall be, respectively, in substantially the following forms, with such insertions or omissions, endorsements and variations as may be required or permitted by the Bond Resolution:

#### (FORM OF SERIES 2002A BOND)

REGISTERED

REGISTERED

No. 02AR-

\$\_\_\_\_\_

NEITHER THE STATE OF NEW YORK, THE COUNTY OF ROCKLAND NOR ANY OTHER MUNICIPALITY OR PUBLIC CORPORATION SHALL BE LIABLE ON THIS BOND AND THIS BOND IS NOT A DEBT OF THE STATE OF NEW YORK, THE COUNTY OF ROCKLAND OR ANY OTHER MUNICIPALITY OR PUBLIC CORPORATION

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
GENERAL OBLIGATION BONDS, SERIES 2002A

ORIGINAL ISSUE DATE:

MATURITY DATE

INTEREST RATE

DATED DATE

CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY (the "Authority"), a body corporate and politic constituting a public benefit corporation organized and existing under the laws of the State of New York (the "State"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest on such Principal Amount until the Authority's obligation with respect to the payment of such Principal Amount shall be discharged as provided in the Resolution described in this bond at the Interest Rate shown above semiannually on the fifteenth day of June and December in each year, commencing \_\_\_\_\_, 2002. Interest will be paid from the Dated Date shown above (which is the Original Issue Date or such later date to which interest has been paid.) The principal of this bond is payable upon presentation and surrender at the principal office of \_\_\_\_\_, trustee and registrar under the Bond Resolution, or its successor in trust (the "Trustee"), or at the principal office of \_\_\_\_\_, New York, New York, a paying agent of the Authority, or at the principal office of its successor as such paying agent. The principal and interest on this bond are payable in any coin or currency of the United States of America which, at the time of payment is legal tender for the payment of public and private debts, provided, however, that interest on this fully registered bond shall be paid by check as set forth above. The interest on this bond is payable to the person in whose name this bond is registered as of the close of business on the fifteenth day of June and December (or the preceding business day if such fifteenth day is not a business day) in each year by check mailed to such registered owner (or, as long as this bond is registered in book-entry form, interest on this bond may be paid by wire transfer to the registered owner) at his address (or wire instructions, if applicable) as shown on the registration books of the Authority kept by the Trustee.

This bond is one of a duly authorized issue of bonds of the Authority designated: General Obligation Bonds, Series 2002A (the "General Obligation Bonds") in the aggregate principal amount of \$\_\_\_\_\_ issued under and pursuant to the Rockland County Solid Waste Management Authority Act, Title 13-M of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York (the "Act"), and under and pursuant to a resolution of the Authority adopted November 30, 1995, as amended on February 6, 1996, entitled "Solid Waste Management System Bond Resolution" (the "Bond Resolution"), and as supplemented by the Fourth Supplemental Resolution adopted November 15, 2001 (which resolutions, together with all supplemental resolutions hereafter adopted in conformity with the terms thereof, are herein called the "Resolution"). As provided in the Resolution, the bonds as to principal and interest thereon are payable from and secured by a pledge of certain revenues of the System referred to in the Resolution and other funds held or set aside under the Resolution. Copies of the Resolution are on file at the office of the Authority and at the corporate trust office of the Trustee, and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing the bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the bonds with respect thereto, the terms and conditions upon which the bonds are issued and may be issued thereunder, the conditions upon which the Resolution may be amended or supplemented with or without the consent of the holders or registered owners of the bonds, and the terms upon which bonds may no longer be secured by the Resolution if sufficient moneys or specified securities are deposited with the Trustee in trust for their payment.

As provided in the Bond Resolution, bonds of the Authority may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution. The Bond Resolution provides that the Authority may issue general obligation bonds secured by the general revenues of the System ("General Obligation Bonds"). General Obligation Bonds are also sometimes referred to herein as "Bonds". The aggregate principal amount of Bonds which may be issued

under the Bond Resolution is not limited except as provided in the Bond Resolution, and all General Obligation Bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution, or any resolution amendatory thereof or supplemental thereto, may be modified or amended by the Authority with the written consent of the holders of at least a majority in principal amount of the Bonds then outstanding under the Resolution, and, in case less than all of a series of Bonds would be affected thereby, with such consent of the holders of at least a majority in principal amount of the Bonds of each series so affected then outstanding under the Resolution, and, in case such modification or amendment would change the terms of any principal installment, with such consent of the holders of at least two-thirds in principal amount of the Bonds of the particular series and maturity entitled to such sinking fund installment then outstanding; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding under the Resolution, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit a change in the terms of maturity of the principal of any outstanding Bonds or of any installment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon without the consent of the holder of such Bonds, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above mentioned office of the Trustee by the registered owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner of this bond or such owner's duly authorized attorney, and thereupon a new registered bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefore as provided in the Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee and any Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The General Obligation Bonds are subject to redemption prior to maturity as follows:  
[\_\_\_\_\_.]

The Act provides that neither the members of the Authority nor any person executing this bond shall be liable personally on this bond or be subject to any personal liability or accountability by reason of the issuance of this bond.

The registered owner of this bond shall have no right to enforce the provisions of the Resolution or to institute action to enforce the covenants therein or to take any action with respect to an event of default under the Resolution or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Resolution.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New York to exist, to have happened or to have been performed

precedent to or in the issuance of this bond, exist, have happened and have been performed and that the issue of bonds of which this issue is one together with all other indebtedness of the Authority is within every debt and other limit prescribed by said Constitution or statutes. This bond is a general obligation of the Authority to which the faith and credit of the Authority is pledged, payable from the revenues and assets not otherwise pledged, including certain revenues of the System under the Resolution in accordance with the provisions of the Bond Resolution.

This bond shall not be valid or become obligatory upon the Authority and shall not be entitled to any security, right or benefit under the Resolution until authenticated by the certificate of the Trustee endorsed hereon by the manual signature of a duly authorized official of the Trustee.

IN WITNESS WHEREOF, ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman or other Authorized Officer, and by imprinting or otherwise affixing its corporate seal hereon, attested by the manual or facsimile signature of its Secretary or other Authorized Officer, as of the Original Issue Date shown above.

ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

[SEAL]

By \_\_\_\_\_  
Chairman or other  
Authorized Officer

Attest:

\_\_\_\_\_  
Secretary or other  
Authorized Officer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

TRUSTEE'S CERTIFICATE

This bond is one of the issue of the General Obligation Bonds, Series 2002A described in this bond. The legal opinion attached to this bond is a true and correct copy, except for the omission of the date, of the opinion of Hawkins, Delafield & Wood, approving the validity of the Bonds described in this bond. The opinion was dated and delivered on the date of the original delivery of such Bonds.

\_\_\_\_\_  
Trustee

By \_\_\_\_\_  
Its Authorized Official

(FORM OF ASSIGNMENT)

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(Please print or typewrite name and address of Transferee)

the within bond and does hereby irrevocably constitute

\_\_\_\_\_ Attorney to transfer such bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular.

In the presence of:

---

NOTE: Assignment form should state both the name and address of the assignee in the space provided.

**(END OF FORM OF BOND)  
ARTICLE VI**

**MISCELLANEOUS**

**Section 601. Continued Exemption from Federal Income Taxation.**

The Authority hereby agrees and covenants that it shall at all times perform all acts and things necessary or appropriate under any valid provision of law or in order to ensure that interest or amounts treated as interest, as applicable, paid on the Series 2002A Bonds, to the extent the Series 2002A Bonds are issued as tax-exempt bonds, shall not be included in the gross income of the owners thereof for federal income tax purposes under the Code. Further, Authorized Officers are hereby authorized to execute all instruments and documents necessary to take such action.

**Section 602. No Recourse on Series 2002A Bonds.**

No recourse shall be had for the payment of the principal of or interest or amounts treated as interest, as applicable, on the Series 2002A Bonds or for any claim based thereon or on the Bond Resolution against any member or officer of the Authority or any person executing the Series 2002A Bonds and neither any member or officer of the Authority nor any person executing the Series 2002A Bonds shall be liable personally on the Series 2002A Bonds by reason of the issuance thereof.

**Section 603. Incorporation of Certificate of Determination.**

The Certificate of Determination shall be incorporated herein, and the provisions thereof shall have the same force and effect as if fully set forth herein.

**Section 604. Effective Date.**

This Fourth Supplemental Resolution shall take effect immediately.

**Motion to Approve Item #14B  
Lawless/Zebrowski Unan.**

**Item #14c**

**RESOLUTION NO. 52 of 2001  
APPROVING, RATIFYING AND CONFIRMING THE DISTRIBUTION OF THE  
PRELIMINARY OFFICIAL STATEMENT, APPROVING THE FORM OF AND  
AUTHORIZING THE DISTRIBUTION OF THE OFFICIAL STATEMENT, APPROVING THE  
FORM OF THE BOND PURCHASE AGREEMENT FOR THE 2001 SERIES A NOTES AND  
AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT,  
AUTHORIZING THE EXECUTION OF ANY OTHER NECESSARY DOCUMENTS,  
AUTHORIZING THE HOLDING OF A PUBLIC HEARING, CONFIRMING THE SELECTION  
OF THE FINANCIAL ADVISOR AND THE TRUSTEE AND AUTHORIZING THE  
SELECTION OF AN UNDERWRITER**

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

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

**WHEREAS**, the Rockland County Solid Waste Management Authority (the "Authority") was formed in accordance with section 2053c *et seq.* of the Public Authority Law of the State of New York (the "Act") and Resolution No. 301 of 1994 of the County Legislature to implement certain provisions of the SWMP/GEIS and to construct solid waste management facilities; and

**WHEREAS**, by Resolution No. 33 of 1998, the Authority determined that under the State Environmental Quality Review Act ("SEQRA") the acquisition of and improvements to the Ramapo Transfer Station and Weigh Scales located at 50 Baler Boulevard, Hillburn, New York (the "Transfer Station") have no significant impact on the environment; and

**WHEREAS**, in accordance with Resolution No. 34 of 1998, the Authority has filed a Negative Declaration concerning the proposed action in accordance with SEQRA; and

**WHEREAS**, on July 23, 1998, the Authority adopted the 1998 Note Resolution authorizing the issuance of up to \$6,500,000 1998 Bond Anticipation Notes, Series A (the "1998 Notes") to finance the acquisition of and improvements to the Transfer Station; and

**WHEREAS**, on July 23, 1998, the Authority adopted the Third Supplemental Resolution (the "Third Supplemental Resolution") authorizing the issuance of up to \$6,500,000 General Obligation Bonds, Series 1999A (the "Series 1999A Bonds") to finance the acquisition of and improvements to the Transfer Station and the refunding of the 1998 Notes; and

**WHEREAS**, on August 12, 1998, the Authority acquired the Transfer Station from the Town of Ramapo; and

**WHEREAS**, on September 18, 1998, the Authority issued the 1998 Notes in the aggregate principal amount of \$5,700,000 for financing the acquisition of and improvements to the Transfer Station; and

**WHEREAS**, on September 15, 1999, the Authority issued the Series 1999A Bonds in the aggregate principal amount of \$4,000,000 for financing the acquisition of and improvements to the Transfer Station and the refunding of the 1998 Notes; and

**WHEREAS**, on November 15, 2001, the Authority adopted the 2001 Note Resolution (the "2001 Note Resolution") authorizing the issuance of up to \$2,500,000 2001 Bond Anticipation Notes, Series A (the "2001 Notes") to continue to finance improvements to the Transfer Station; and

**WHEREAS**, on November 15, 2001, the Authority adopted the Fourth Supplemental Resolution (the "Fourth Supplemental Resolution") authorizing the issuance of up to \$2,500,000 General Obligation Bonds, Series 2002A (the "Series 2002A Bonds") to finance improvements to the Transfer Station and the refunding of the 2001 Notes;

**NOW THEREFORE BE IT:**

**RESOLVED**, that the Authority may sell, solely upon the request of the Executive Director, pursuant to the Solid Waste Management System Bond Resolution dated November 30, 1995, as amended (the "Bond Resolution"), and the 2001 Note Resolution, its 2001 Notes to an Underwriter as selected in accordance herewith for the transaction, pursuant to a Bond Purchase Agreement between the Authority and the Underwriter (the "Bond Purchase Agreement"), the form of which Bond Purchase Agreement has been set before the Authority Board, and be it further

**RESOLVED**, that in connection with the sale of the 2001 Notes, the Authority Board approves, ratifies and confirms the preparation and distribution of the Preliminary Official Statement as submitted to this meeting and made a part of this resolution as though set forth in full herein as such preliminary official statement is deemed by the Chairman, upon recommendation of the Executive Director, to be necessary to sell the 2001 Notes, and be it further

**RESOLVED**, that the Authority Board confirms and ratifies the certification of the Chairman, or an Authorized Officer, that the Preliminary Official Statement of the Authority is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, except for certain omissions relating to information not required under said Rule to be included therein, and be it further

**RESOLVED**, that the Authority Board authorizes the Chairman, or an Authorized Officer, to execute and deliver, on behalf of the Authority, a final Official Statement relating to the Series 2001A Notes with such changes, insertions and omissions to the Preliminary Official Statement as may be approved by the Chairman or by such Authorized Officer, said execution being conclusive evidence of such approval, and any amendments or supplements thereto which may be necessary or desirable. Any material changes from the Preliminary Official Statement approved pursuant to this resolution to be made in the Official Statement which are not made pursuant to matters which are authorized to be determined by the Chairman, or an Authorized Officer, pursuant to this resolution, the Fourth Supplemental Resolution or a Certificate of Determination shall be distributed to the Chairman or the Treasurer of the Authority for comments, if any, prior to final printing. After execution, the Chairman, or such Authorized Officer, is hereby authorized to deliver to the purchasers of the Series 2001A Notes an executed copy or copies of such Official Statement and any amendments or supplements thereto, and be it further

**RESOLVED**, that the Authority Board approves the form of the Bond Purchase Agreement submitted to this meeting and made a part of this resolution as though set forth in full herein, in the manner set forth in Section 301 of the 2001 Note Resolution, and authorizes the Chairman, or an Authorized Officer, to approve and execute such changes to the Bond Purchase Agreement as may be deemed necessary or convenient to effectuate the purposes thereof, and be it further

**RESOLVED**, that the Chairman, or an Authorized Officer, is authorized to execute upon such terms and conditions as are determined to be in the best interests of the Authority and are consistent with the provisions of the 2001 Note Resolution: (i) a Continuing Disclosure Agreement if such agreement is required pursuant to applicable law and (ii) any additional agreements necessary to facilitate the sale of the Series 2001A Notes and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution, and be it further

**RESOLVED**, that the Executive Director is authorized to advertise and hold a public hearing in connection with the issuance of the 2001A Notes as required by applicable tax law, and be it further

**RESOLVED**, that the Authority Board confirms and ratifies the selection of U.S. Trust, New York, New York, as Trustee and the selection of Environmental Capital, LLC as financial advisor, and be it further

**RESOLVED**, that the Chairman, upon recommendation of the Executive Director, is hereby authorized to select an Underwriter for the issuance of the 2001A Notes, as necessary, and such selection shall hereby be deemed ratified by the Authority Board.

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**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY**  
**BONDS ANTICIPATION NOTES**  
**SERIES 2001A**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2001

Rockland County Solid Waste Management Authority  
420 Torne Valley Road

Hillburn, New York 10931

Ladies and Gentlemen:

The undersigned, \_\_\_\_\_ (the "Underwriter"), acting on behalf of itself, and not as agent or fiduciary for you, offers to enter into this Bond Purchase Agreement with the Rockland County Solid Waste Management Authority (the "Authority") which, upon your acceptance hereof, will be binding upon you and upon the Underwriter. The offer made hereby is subject to your written acceptance on the date hereof or such other date as may be agreed upon between you and the Underwriter and, upon your acceptance, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon you and upon the Underwriter. If not so accepted, this offer shall be subject to withdrawal by the Underwriter upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Capitalized terms used herein without definition are used as defined in the Official Statement (as defined hereinafter).

Section 1. Purchase and Sale of the Series 2001A Notes. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriter, all (but not less than all) of its Bond Anticipation Notes, Series 2001A (the "Series 2001A Notes"), at an aggregate purchase price of \$\_\_\_\_\_ (which reflects a net original issue discount of \$\_\_\_\_\_ and an underwriter's discount of \$\_\_\_\_\_), plus accrued interest thereon, if any, from the date of the Series 2001A Bonds to the date of Closing (hereinafter defined).

Section 2. Terms of Series 2001A Notes. The Series 2001A Notes shall be dated \_\_\_\_\_, 2001 and shall mature in the amounts and at the times, bear interest from their date at the rates, be payable and subject to redemption, and otherwise contain the terms and conditions set forth in the Solid Waste Management System General Resolution adopted by the Authority on November 30, 1995, as amended (the "General Resolution") and the 2001 Note Resolution thereto, adopted by the Authority on November 15, 2001 (the "2001 Note Resolution") and the Certificate of Determination relating to the Series 2001A Notes (the "Certificate of Determination") (the General Resolution, the 2001 Note Resolution and the Certificate of Determination being referred to hereinafter as the "Resolution") and described in the Official Statement (defined below). The Series 2001A Notes shall be issued and secured under the Resolution and shall be subject to its terms.

Section 3. Representations of the Underwriter. (a) The Underwriter agrees to make a bona fide public offering of all of the Series 2001A Notes at prices not in excess of the initial public offering prices, or less than the yields, set forth on the inside cover page of the Official Statement, plus accrued interest, if any. Subsequent to such initial public offering, the Underwriter reserves the right to change the public offering prices and yields as the Underwriter shall deem necessary in connection with the offering of the Series 2001A Notes. The Series 2001A Notes may be offered and sold to certain dealers and others (including other dealers depositing the Series 2001A Notes into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriter also reserves the right to (i) over allot or effect transactions which stabilize or maintain the market price of the Series 2001A Notes at a level above that which might otherwise prevail in the open market and (ii) discontinue such stabilizing if commenced at any time.

(b) The Underwriter hereby certifies that at the time of the execution of this Bond Purchase Agreement, based upon prevailing market conditions and the representations in subparagraph (a) above, it does not have any reason to believe that any of the Series 2001A Notes will be initially sold to the public

(excluding such bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices in excess of the prices, or yields below the yields, set forth on the inside cover page of the Official Statement, plus accrued interest, if any, on the Series 2001A Notes from the date thereof. At the Closing, the Underwriter shall deliver to the Authority a certificate to the effect that: (i) all of the Series 2001A Notes have been the subject of an initial offering to the public as herein provided, and (ii) not less than 10% of each subseries of the Series 2001A Notes of each maturity was sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than the respective prices, or yields below the respective yields, shown on the inside cover page of the Official Statement, and as to such other matters reasonably required in order to enable Bond Counsel to render its opinion as to the exclusion from gross income for Federal income tax purposes of interest on the Series 2001A Notes.

Section 4. Concurrent Delivery of Documents. At the time of or before the Authority's acceptance hereof, the Authority shall deliver to the Underwriter an Official Statement of the Authority relating to the Series 2001A Notes, which shall be in a form satisfactory to the Underwriter and be duly executed by the Authority (which Official Statement and all appendices thereto, with such changes therein and supplements thereto which are consented to in writing by the Underwriter, is herein called the "Official Statement"). The Official Statement shall be "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, and shall be so designated by the Authority. Within two business days of the Authority's acceptance hereof, the Authority shall deliver to the Underwriter sufficient copies of the Official Statement to enable the Underwriter to comply with the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The Authority authorizes the use and reproduction of the Official Statement in connection with the offering and sale of the Series 2001A Notes by the Underwriter. The Authority also approves of and ratifies the use and reproduction by the Underwriter prior to the date of the Official Statement of the Preliminary Official Statement of the Authority dated \_\_\_\_\_, 2001 relating to the Series 2001A Notes (which, together with all appendices thereto, and as supplemented through the date hereof, is herein called the "Preliminary Official Statement") in connection with the offering of the Series 2001A Notes.

During the period from the date hereof to and including a date which is the earlier of (i) 90 days following the end of the underwriting period for the Series 2001A Notes (as described below), or (ii) 25 days following the end of the underwriting period (as described below) in the event that the Official Statement is available to any person from a nationally recognized municipal securities information repository ("NRMSIR"), the Authority (a) will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished a copy, the Underwriter shall object in writing, and (b) will, if any event relating to or affecting the Authority shall occur as a result of which it is necessary, in the opinion of the Authority and the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Authority and the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. The "end of the underwriting period" for the Series 1999A Bonds as used herein shall mean the date of Closing or, if the Underwriter notifies the Authority in writing on the Closing Date that the "end of the underwriting period" has not occurred as of the Closing Date, such later date as to which written notice is given by the Underwriter to the Authority. During said period, the Authority will promptly notify the Underwriter of the occurrence of any event which, in its opinion, is an event described in clause (b) of the preceding sentence. The Underwriter hereby agrees to

furnish to each NRMSIR copies of the final Official Statement within five (5) business days after receipt thereof.

The Underwriter may terminate this Bond Purchase Agreement by notification to the Authority at any time prior to the Closing if in the reasonable judgment of the Underwriter such supplement or amendment has or will have a material adverse effect on the market price of the Series 2001A Notes or for any reason otherwise permitted under this Bond Purchase Agreement.

Section 5. Delivery and Payment. As set forth in the Official Statement, the Series 2001A Notes shall be issued in book-entry form only. On \_\_\_\_\_, 1999, or at such earlier date as shall be required to qualify the Series 2001A Notes for book-entry form prior to the Closing (as described below), the Authority will cause to be deposited with The Depository Trust Company in New York, New York registered Series 2001A Notes in definitive forms each duly executed by the Authority. On \_\_\_\_\_ 15, 1999, or such later date as all the parties hereto may mutually agree in writing (the "Closing"), the Authority will deliver, or cause to be delivered, to the Underwriter the other documents hereinafter mentioned at the offices of Hawkins, Delafield & Wood, 67 Wall Street, New York, New York 10005; and the Underwriter will accept such delivery by the Authority of the Series 2001A Notes and the other documents in accordance with the procedure set forth above and pay the purchase price of the Series 2001A Notes in Federal Funds by wire. The Authority will cause to be furnished to the Underwriter a reasonable supply of copies of the approving opinion of Bond Counsel to accompany delivery of the Series 2001A Notes.

Section 6. Representations of the Authority. The Authority represents and warrants to and agrees with the Underwriter that:

(1) The Authority is a body politic and corporate constituting a public benefit corporation validly existing under the Constitution and laws of the State of New York (the "State"), and has on this date, and at the date of the Closing will have, the requisite legal right, power and authority to issue the Series 2001A Notes, to enter into this Bond Purchase Agreement, the MRF Agreement, the Cocomposting Agreement, the Sludge Operator Agreements, the Collection Agreement, the [Continuing Disclosure Agreement] and to execute and deliver the Arbitrage and Use of Proceeds Certificate (collectively, the "Authority Documents"), to adopt the Resolution, to pledge and assign the revenues and the funds and accounts established under the Resolution, and to issue, sell, deliver and secure the Series 2001A Notes pursuant to the terms of this Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by the Authority Documents.

(2) The Authority, prior to or concurrently with the acceptance hereof, has duly authorized and approved (a) the execution, delivery and due performance by the Authority of its obligations contained in the Series 2001A Notes and the Authority Documents, (b) the execution and delivery by the Authority of the Official Statement and the distribution of the Official Statement and the Preliminary Official Statement, and (c) the taking of any and all such actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by such instruments.

(3) The Series 2001A Notes at the Closing will be duly authorized, executed, issued and delivered and will constitute legal, valid and binding general obligations of the Authority enforceable in accordance with the provisions of the laws of the State. The Series 2001A Notes will be general obligations of the Authority to which the faith and credit of the Authority is pledged, payable from the revenues and assets not otherwise pledged including certain revenues of the System under the Resolution. The Series 2001A Notes are not general obligations of the County of Rockland or the State of New York. Neither the full faith and credit nor the taxing power of the County of Rockland or the State of New York are pledged to the payment of any amount due or to become due under the Series 2001A Notes.

(4) The Resolution has been duly adopted by the Authority, and is in full force and effect and constitutes the legal, valid and binding act of the Authority; and the Authority Documents, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the Authority and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws generally and as may be limited by general equitable principles concerning remedies.

(5) With respect to the issuance of the Series 2001A Notes, the Authority has, and at the date of the Closing will have, in all respects complied with the Resolution and the Constitution and laws of the State.

(6) The execution and delivery of the Series 2001A Notes and the Authority Documents do not, and compliance with the provisions of each of such instruments will not, conflict with or constitute on the part of the Authority a violation of, breach of or default under any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Authority is a party or by which the Authority is bound, or, to the knowledge of the Authority, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties, nor did or will any such execution, delivery or compliance result in the creation or disposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Authority under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2001A Notes and the Resolution.

(7) Except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body, pending against or affecting the Authority, or to the best knowledge of the Authority, any basis therefore, nor is there any such action, suit, proceeding, inquiry or investigation threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Bond Purchase Agreement or any of the Authority Documents or which in any way would adversely affect the validity of the Series 2001A Notes, the Authority Documents, or of any other agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummating the transactions contemplated hereby and by the Resolution, or the exclusion of interest on the Series 2001A Notes from gross income under Section 103 of the Code as described in the Official Statement.

(8) The Authority is not in breach of or default under any applicable law or administrative regulation of the State, of the United States or any applicable judgment or decree or administrative ruling or any agreement, resolution, certificate or other instrument to which the Authority is a party or is otherwise subject, which breach or default would in any way materially

and adversely affect the Authority's activities, the transactions contemplated by any of the Authority Documents or the offering of the Series 2001A Notes, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument.

(9) As of the date hereof and as of the Closing, the information in the Official Statement relating to the Authority and each of the Authority Documents including the Resolution, and the information contained in the Official Statement under the captions INTRODUCTION; SOURCES OF PAYMENT AND SECURITY FOR THE BONDS; SUMMARY OF HISTORICAL AND PROJECTED REVENUES, EXPENSES AND FUND BALANCES; THE AUTHORITY AND THE SYSTEM; PLAN OF FINANCE AND APPLICATION OF PROCEEDS; DESCRIPTION OF THE SERIES 2001A NOTES; DEBT SERVICE REQUIREMENTS; and LITIGATION, is and will be accurate in all material respects. Furthermore, the Official Statement does not and will not omit any statement of a material fact necessary in order to make the statements therein relating to the Authority and the Authority Documents, in light of the circumstances under which they were made, not misleading.

(10) The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Series 2001A Notes.

(11) The Authority will furnish such information, execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Series 2001A Notes for offering and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States as the Underwriter may designate but such action shall not include consent to the service of process or to the jurisdiction of any court outside the State of New York.

(12) No consent, approval, authorization or order, filing, registration or declaration with any court, governmental agency or body that has not already been received or made is required for the issuance, offering, delivery or sale of the Series 2001A Notes, the execution and delivery of the Authority Documents, the construction of the System Improvements, or the consummation of the other transactions effected or contemplated herein or thereby, except (a) such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Series 2001A Notes by the Underwriter, and (b) those permits, licenses and approvals which the Authority will obtain prior to the date of the Closing or will obtain as needed to complete and operate the System.

(13) No litigation is pending or, to the knowledge of the Authority, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2001A Notes or the application of proceeds of the Series 2001A Notes as provided in the Resolution or the collection of the revenues of the System pledged under the Resolution, (ii) in any way contesting or affecting any authority for the issuance of the Series 2001A Notes or the validity of the Series 2001A Notes or any of the Authority Documents, or (iii) in any way contesting the existence or powers of the Authority.

(14) Any certificate signed by any official of the Authority and delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter as to the truth of the statements therein contained.

(15) The Authority has engaged Bennett Kielson Storch & Company, Certified Public Accountants, as auditors who are "independent" of the Authority. The financial reports of the Authority for the year ended 2000 included in the Preliminary Official Statement and to be included in the Official Statement, present fairly the financial position of the Authority as of the dates indicated and the results of the Authority's operations for the periods specified, and such financial reports and statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved, except as otherwise stated in the notes thereto. There has been no material change in the general affairs, management, properties, financial position, capitalization, or results of operation of the Authority since the date of such financial statements, except as set forth in the Preliminary Official Statement and to be set forth in the Official Statement and, since the end of 2000, the Authority has not entered into any transaction or incurred any debt or other liability material as to the Authority, except as set forth in the Official Statement.

(16) The Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certification may not be relied upon.

(17) The Authority has good title, free and clear of any liens thereon, to all real property and other assets of the Authority, except as permitted by the Resolution.

Section 7. Conditions of Underwriter's Obligations. The obligation of the Underwriter hereunder to purchase and pay for the Series 2001A Notes is subject to the satisfaction of the following conditions at or before the Closing:

(1) The Authority shall have performed its obligations and agreements hereunder at or prior to the Closing, and the representations and warranties of the Authority herein shall be accurate as of the date hereof and accurate as if made on and as of the date of Closing.

(2) At the time of Closing, the Authority Documents and all other contracts, documents, agreements and legislation referred to as being in effect in the Official Statement relating to the MRF, the Cocomposting Facility and the Transfer Station or securing the Series 2001A Notes shall be in full force and effect and shall not have been amended, modified or supplemented except as contemplated in the Official Statement, and the Official Statement shall not have been amended, modified or supplemented, except as shall have been agreed to by the Underwriter.

(3) At the time of Closing, all necessary official action of the Authority relating to the Authority Documents and the Series 2001A Notes shall have been taken and shall remain in full force and effect in all material respects.

(4) No change shall have occurred in any applicable law or regulation or in the interpretation thereof by any governmental or regulatory authority which would make the Underwriter's participation in the transactions contemplated hereby illegal or which would subject the Underwriter to any unreimbursed tax, penalty or other liability.

(5) The Underwriter shall have received on or before the date of Closing the closing documents specified in Section 9 hereof.

Section 8. Events Permitting the Underwriter to Terminate. The Underwriter shall have the right to terminate its obligation under this Bond Purchase Agreement to purchase and pay for the Series 2001A Notes upon notice to the Authority of its election to do so if, after the execution hereof and prior to the Closing:

(1) Except as disclosed in the Official Statement, a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States of America, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage (press release, report, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service, the chairperson or ranking minority member of the Senate Committee on Finance or the House of Representatives Committee on Ways and Means, a conference committee of both the House of Representatives and the Senate, the Speaker or majority leader of the House of Representatives or by the majority leader of the Senate or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Authority or by any similar body, upon the Series 2001A Notes, or interest received on obligations of the general character of the Series 2001A Notes which, in the Underwriter's reasonable judgment, has a material adverse effect on the marketability or the market price of the Series 2001A Notes;

(2) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by a governmental body, department or agency in the State, or a decision by a court within the State shall be rendered which, in the Underwriter's reasonable judgment has a material adverse effect on the marketability or the market price of the Series 2001A Notes;

(3) A stop order, ruling or regulation by the Securities and Exchange Commission or any other governmental agency or by any court having jurisdiction over the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2001A Notes, or the issuance, offering or sale of the Series 2001A Notes, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, the Securities Act of 1933, as amended and as then in effect, the registration provisions of the Securities Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(4) An order, ruling, regulation, decree or injunction of any court of competent jurisdiction or of any governmental body or board shall have been issued and remain in effect or a judicial or administrative proceeding shall have commenced, or legislation shall have been enacted, with the purpose or effect of prohibiting the issuance, offering, sale or distribution of the Series 2001A Notes as contemplated hereby or by the Official Statement or the performance of the obligations of any of the parties to the Authority Documents in accordance with the respective terms thereof;

(5) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that the Series 2001A Notes or obligations of the general character of the Series 2001A Notes are not exempt from registration under the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect;

(6) Any material and adverse change shall have occurred in or affecting the business, properties, affairs, position, results of operations or condition, financial or otherwise, of any of the parties to the Authority Documents which, in the Underwriter's reasonable judgment, has a material adverse impact on the feasibility of the System Improvements or the status of its construction or the timing of its operation, as contemplated by the Official Statement, the transactions to be entered into in connection therewith, or the investment quality of the Series 2001A Notes;

(7) There shall have been a material adverse change from the descriptions contained in the Official Statement in the status of construction or operation of the System Improvements, or with respect to required permits and approvals;

(8) Any event occurs which, in the reasonable judgment of the Underwriter, would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and the Authority shall not have furnished to the Underwriter an amendment or supplement with respect thereto;

(9) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the reasonable judgment of the Underwriter, materially adversely affects the marketability or the market price of the Series 2001A Notes;

(10) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 1999A Bonds or obligations of the general character of the Series 2001A Notes, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(11) A general suspension of trading in securities shall have occurred on the New York Stock Exchange;

(12) A general banking moratorium shall have been established by federal or State authorities;

(13) Any rating of the Series 2001A Notes shall have been either placed on a credit watch with negative implications or downgraded or withdrawn by a national rating service, which in the Underwriter's reasonable judgment, materially and adversely affects the marketability or the market price of the Series 2001A Notes; or trading in the Series 2001A Notes shall have been suspended on any national securities exchange; or any proceeding, except as disclosed in the Official Statement, shall be pending or threatened by the Securities and Exchange Commission against, the Authority with respect to the Series 2001A Notes;

(14) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have commenced or escalated, or any other

national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Underwriter's reasonable judgment materially and adversely affects the marketability or the market price of the Series 2001A Notes;

(15) Any of the Authority Documents shall have been repudiated by any party thereto, or any litigation or proceeding shall be pending or threatened as to the validity or enforceability of any of the Authority Documents or seeking to enjoin the performance thereof, or the Authority shall have received notice from any party under the Authority Documents that it will be unable to perform its obligations thereunder; or

(16) Any event of default, as defined in the Resolution or any Authority Document, has occurred and is continuing or any event shall have occurred and be continuing which, with the lapse of time or the giving of notice or both, would constitute an event of default under the Resolution or any Authority Document.

Section 9. Closing Documents. At or prior to the Closing, as a condition to its obligation hereunder as provided in Section 5 hereof, the Underwriter shall have received the following, in form and substance satisfactory to the Underwriter:

(1) Evidence, satisfactory in form and substance to the Underwriter, of the issuance of a rating on the Series 2001A Notes of not less than ["Aa3"] by Moody's Investors Service and ["A+"] by Standard & Poors Ratings Services, a division of McGraw Hill.

(2) Opinions, dated the date of Closing, of the following:

(a) Hawkins, Delafield & Wood, Bond Counsel, an approving opinion in substantially the form and to the effect set forth in Appendix F to the Official Statement, together with a letter of Bond Counsel addressed to the Underwriter to the effect that the Underwriter may rely on such opinion;

(b) Hawkins, Delafield & Wood, Bond Counsel, a supplemental opinion or opinions addressed to the Underwriter and dated the date of Closing, to the effect that (i) the Bond Purchase Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding agreement of the Authority enforceable in accordance with its terms except to the extent that its enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other laws affecting creditors' rights or remedies heretofore or hereafter enacted and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (ii) the Official Statement has been duly authorized, executed and delivered by the Authority, and the Authority has authorized the distribution of the Preliminary Official Statement and the use of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the public offering of the Series 2001A Notes; (iii) the Series 2001A Notes are exempt from registration under the Securities Act of 1933, as amended, and no indenture or resolution relating to the Series 2001A Notes need be qualified pursuant to the Trust Indenture Act of 1939, as amended; (iv) the information contained in the Official Statement under the headings Appendix B - Definitions of Certain Terms Used in this Official Statement and Appendix C - Summary of Certain Provisions of the Resolution, accurately and fairly presents the information purported to be set forth in such summaries; (v) the information contained in the Official Statement as to legal matters under the headings

INTRODUCTION, SOURCES OF PAYMENT AND SECURITY FOR THE BONDS, DESCRIPTION OF THE SERIES 2001A Notes, LEGAL INVESTMENTS, TAX MATTERS, CONTINUING DISCLOSURE UNDER SEC RULE 15c2-12, is correct and nothing has come to their attention which would lead them to believe that such information contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (vi) the Series 2001A Notes conform as to form and tenor with the terms and provisions thereof as set out in the Official Statement.

(c) Counsel to the Authority, substantially in the form and to the effect set forth in Appendix A hereto.

(d) \_\_\_\_\_, Counsel to the Underwriter, a letter addressed to the Underwriter and dated the date of the Closing, to the effect that without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement or assuming responsibility therefore, nothing has come to its attention that would lead it to believe that, as of the date hereof, the Official Statement contains an untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(3) Certified copies of all documents comprising the Resolution.

(4) Specimen Series 2001A Notes.

(5) Written evidence of compliance with the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

(6) A certificate of the Authority, signed by an authorized official of the Authority and dated the date of Closing, to the effect that (a) each of the representations and warranties of the Authority contained herein is true and complete in all material respects on and as of the date of Closing and (b) to the best knowledge of the Authority, no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute an event of default, by any party under the Authority Documents.

(7) Materials supporting the federal tax exemption of interest on the Series 2001A Notes, including the filing of executed Internal Revenue Service Form 8038, and the use of proceeds of the Series 2001A Notes in conformity with the qualifying facilities and arbitrage requirements of the Code.

(8) A copy of the Engineer's Report dated August 31, 1999 (the "Consulting Engineer's Report") of William F. Cosulich Associates, P.C. (the "Consulting Engineer").

(9) A certificate of the Consulting Engineer, signed by an authorized officer thereof, dated the date of the Closing and in form and substance satisfactory to the Underwriter, confirming that (a) the Consulting Engineer's Report was prepared in accordance with generally accepted engineering practices; (b) the Consulting Engineer consents to the references in the Official Statement to its experience in the review of the design, development, construction and

operation of cocomposting, materials recovery, solid waste disposal and transfer station projects, including those similar to the MRF, the Cocomposting Facility and the Transfer Station, and the use of the Consulting Engineer's Report in and included as Appendix A to the Official Statement and the Consulting Engineer confirms that each reference to its Consulting Engineer's Report and its conclusions therein contained in the body of the Official Statement are accurate descriptions thereof; (c) nothing has come to the attention of the Consulting Engineer in relation to the preparation of the Consulting Engineer's Report, which included participation in meetings with representatives of the Authority and the Company and their respective counsel, that causes it to believe that the Consulting Engineer's Report was, as of its date inaccurate in any material respect; (d) the information contained in the Official Statement relating to or specifically attributed to the Consulting Engineer is true and correct in all material respects and does not contain any untrue or incorrect statement of a material fact and does not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and (e) on the basis of limited procedures through the date of the Closing, consisting solely of making inquiries of the Authority as to whether there has been any material change in the information provided by them, and upon which the Consulting Engineer has relied, for purposes of the Consulting Engineer's Report, nothing has come to the attention of the Consulting Engineer as a result of such procedures that causes it to believe that the opinions of the Consulting Engineer set forth in the Consulting Engineer's Report were, as of the date of the Closing, not correct.

(10) A certificate, dated the date of the Closing, signed by an authorized officer of the Authority or such other appropriate official satisfactory to the Underwriter, to the effect that to the best of his knowledge, the Consulting Engineer is and has been the only independent consultant retained to prepare a feasibility report regarding the project in the form contained in Appendix A to the Official Statement.

(11) Such additional certificates, instruments, agreements, letters, professional opinions, and other documents as the Underwriter may reasonably request within a reasonable time before the date of Closing to evidence compliance with applicable law, the truth and accuracy of the statements and information contained in the Official Statement as of the date hereof and as of the date of Closing, the truth and accuracy of the representations and warranties of each party to the Authority Documents, and the due performance or satisfaction at or prior to the date of Closing by each party to the Authority Documents of all agreements then to be performed and all conditions then to be satisfied by each such party thereunder.

Section 10. Survival of Certain Representations and Obligations. The respective agreements, representations, warranties and other statements of the Authority and its officers and of the Underwriter set forth in or made pursuant to this Bond Purchase Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Underwriter or the Authority, and will survive the delivery of the payment of the Series 2001A Notes pursuant to this Bond Purchase Agreement.

Section 11. Termination for Failure to Satisfy Conditions. If the Authority shall be unable to satisfy or cause to be satisfied any condition in this Bond Purchase Agreement and the satisfaction of such condition shall not be waived by the Underwriter, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Authority will have any further obligations or liabilities hereunder except as otherwise provided in Section 12 with respect to the payment of expenses.

Section 12. Expenses. The Underwriter, whether or not the transactions contemplated hereby shall be consummated, shall not be under any obligation to the Authority to pay any expenses incident to the performance of the obligations of the Authority or its counsel hereunder nor the expenses of any other party to any of the Authority Documents or their counsel, accountants or advisors. It is understood and agreed that all such costs and all out-of-pocket costs and expenses incident to the authorization, preparation, issuance, delivery and sale of the Series 2001A Notes (including, but not limited to, any and all documentary stamp taxes, if any, the printing of Series 2001A Notes, the preparation, printing, execution and delivery of the principal agreements, the Preliminary Official Statement, the Official Statement, this Bond Purchase Agreement and all other agreements and documents involved and contemplated hereby and thereby, the supply of such number of copies of the foregoing as the Underwriter may reasonably request, and the fees and disbursements of Bond Counsel, the fees and disbursements of the Trustee and its counsel, filing fees, printing costs, the fees for bond ratings and any credit enhancement fees) shall be paid by the Authority. In the event the Series 2001A Notes are not purchased by the Underwriter, the Underwriter shall have no responsibility for such expenses, which shall be paid by the Authority. The Underwriter will pay its out-of-pocket expenses (including the fees of its counsel) and the advertising expenses in connection with a public offering of the Series 2001A Notes.

Section 13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Underwriter and persons controlling the Underwriter and the Authority, and their respective successors and assigns, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Bond Purchase Agreement. The term "successors" and "assigns" shall not include any purchaser of Series 2001A Notes from the Underwriter merely because of such purchase.

Section 14. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Notices. All notices, requests, demands and formal actions hereunder will be in writing, mailed, telegraphed or delivered to:

The Underwriter:

[SUPPLY]

The Authority:

Rockland County Solid Waste Management Authority  
420 Torne Valley Road  
Hillburn, New York 10931  
Attention: Executive Director

Section 16. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to its principles of conflicts of laws).

Very truly yours,

[UNDERWRITER]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Accepted this \_\_ day of \_\_\_\_\_, 2001:

ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY

BY: \_\_\_\_\_

Title:

Appendix A  
to the  
Bond Purchase Agreement

Form of Opinion of \_\_\_\_\_  
Counsel to the Authority

\_\_\_\_\_ 2001

Rockland County Solid Waste Management Authority  
420 Torne Valley Road  
Hillburn, New York 10931

[UNDERWRITER]

Re: \$\_\_\_\_\_ Rockland County Solid Waste Management Authority  
Bond Anticipation Notes, Series 2001A

Ladies and Gentlemen:

As counsel for the Rockland County Solid Waste Management Authority (the "Authority"), I am rendering this opinion in connection with the issuance by the Authority of its \$\_\_\_\_\_ Bond Anticipation Notes, Series 2001A (the "Series 2001A Notes") which are being delivered to the Underwriter today pursuant to the Bond Purchase Agreement with the Authority dated September 9, 1999. Capitalized terms used herein without definition are used as defined in the Official Statement of the Authority dated \_\_\_\_\_, 2001 relating to the Series 2001A Notes (the "Official Statement").

In connection with rendering this opinion, I have examined the Official Statement, the Bond Purchase Agreement, the MRF Agreement, the Cocomposting Agreement, the Sludge Generator Agreements, the Collection Agreement, the Intermunicipal Agreements, [the Continuing Disclosure Agreement] and the Arbitrage and Use of Proceeds Certificate (the "Authority Documents"), and the Resolution and such other documents, records, proceedings and matters of law as I have considered necessary to enable me to render this opinion.

Based upon the foregoing examination, I am of the opinion that:

(1) The Authority is a body politic and corporate constituting a public benefit corporation validly existing under the Constitution and laws of the State of New York (the "State"), and has on this date the requisite legal right, power and authority to issue the Series 2001A Notes, to enter into the Authority Documents, to adopt the Resolution, to pledge and assign the revenues and the funds and accounts established under the Resolution, and to issue, sell, deliver and secure the Series 2001A Notes pursuant to the terms of the Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by the Authority Documents.

(2) The Resolution has been duly adopted by the Authority, and is in full force and effect and constitutes the legal, valid and binding act of the Authority.

(3) The Authority Documents have been duly authorized, executed and delivered by the Authority and, assuming the due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws generally and as may be limited by general equitable principles concerning remedies.

(4) The execution, delivery and performance by the Authority of each of the Authority Documents does not conflict with or constitute on the part of the Authority a violation of, breach of or default under any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Authority is a party or by which the Authority is bound, or, to the knowledge of the Authority, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties, nor does any such execution, delivery or compliance result in the creation or disposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Authority under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2001A Notes and the Resolution.

(5) No authorization, consent, approval or license of, or filing or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign (except such as have been duly obtained and are now in full force and effect), or any specifically granted exemption from any of the foregoing, is or was necessary for the valid execution, delivery or performance by the Authority of any of the Authority Documents or the legality, validity or effectiveness of any of the Authority Documents.

(6) No event of default, as defined in any one of the Authority Documents or the Resolution, has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument.

(7) The information contained in the Official Statement under the caption LITIGATION accurately and fairly presents the information purported to be set forth in such summary.

(8) To the best of my knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity, or before or by any judicial or administrative court, public board, agency or body, pending or threatened against or affecting the Authority, or to the best of our knowledge, after due investigation, is there any basis for such action, suit, proceeding, inquiry or investigation, wherein an

unfavorable decision, ruling, or finding would adversely affect this transaction or the validity or enforceability of any of the Authority Documents (or the transactions contemplated thereby) in accordance with their respective terms, or in any way relating to, affecting or questioning the issuance, execution or delivery of the Series 2001A Notes.

(9) Nothing has come to my attention which would lead me to believe that the Official Statement (except for the financial statements and other financial and statistical data included therein and "Appendix D -- Financial Statements of the Authority" as to which I express no opinion), as of its date and as of the date hereof, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

I hereby consent to the references to me in the Official Statement.

Very truly yours,

Arnold Etelson, Esq.

**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
BOND ANTICIPATION NOTES  
SERIES 2001A**

**CONTINUING DISCLOSURE AGREEMENT**

**THIS AGREEMENT**, dated \_\_\_\_\_, 2001, is made by and between the Issuer and the Trustee, each as defined below in Section 1.

In order to permit the Underwriters to comply with the provisions of Rule 15c2-12 in connection with the public offering of the Bonds, the parties hereto, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree, for the sole and exclusive benefit of the Holders (which, for the purposes of Section 5 only, includes certain beneficial owners of Bonds), as follows:

**Section 1. Definitions; Rules of Construction.**

(i) Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Bond Resolution.

"Bond Resolution" shall mean the Solid Waste Management System Bond Resolution of the Issuer, adopted on November 30, 1995, as amended.

"Bonds" shall mean the Issuer's Bond Anticipation Notes, Series 2001A.

"GAAP" shall mean generally accepted accounting principles as in effect from time to time in the United States.

"Holder" shall mean any registered owner of Bonds, and, for purposes of Section 5 of this Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that acts as a "clearing corporation" within the meaning of the New York Uniform Commercial Code and is a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

"Issuer" shall mean Rockland County Solid Waste Management Authority, a public benefit corporation of the State of New York.

"Issuer Annual Information" shall mean the information specified in Section 3 hereof.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Repository" shall mean any nationally recognized municipal securities information repository within the meaning of Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12 (as amended through the date of this Agreement) under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof promulgated on or prior to the effective date hereof.

"State Information Depository" shall mean the information depository for the State of New York, if and to the extent it shall have been established and shall be in existence and operating as a state information depository within the meaning of Rule 15c2-12.

"Trustee" shall mean United States Trust Company of New York or any successor trustee under the Bond Resolution.

"Underwriters" shall mean the underwriter or underwriters that have contracted to purchase the Bonds from the Issuer upon initial issuance.

(ii) Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Any reference herein to a particular Section or subsection without further reference to a particular document or provision of law or regulation is a reference to a Section or subsection of this Agreement.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

## **Section 2. Obligation to Provide Continuing Disclosure.**

### *A. Obligations of the Issuer*

(i) The Issuer hereby undertakes, for the benefit of Holders of the Bonds, to provide or cause to be provided:

(a) to each Repository and to the State Information Depository, no later than 120 days after the end of each fiscal year, commencing with the fiscal year ending December 31, 1999, the Issuer Annual Information relating to such fiscal year;

(b) if not submitted as part of the Issuer Annual Information, to each Repository and to the State Information Depository, not later than 120 days after the end of each fiscal year commencing with the fiscal year ending December 31, 1999, audited financial statements of the Issuer for such fiscal year when and if they become available and, if such audited financial statements are not available on the date which is 120 days after the end of a fiscal year, the unaudited financial statements of the Issuer for such fiscal year; and

(c) to each Repository or to the MSRB, and to the State Information Depository, in a timely manner, notice of any of the following events with respect to the Bonds, if material:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions or events affecting the tax-exempt status of the securities;
- (7) modifications to the rights of security holders;
- (8) bond calls (which do not include regularly scheduled or mandatory sinking fund redemptions effectuated in accordance with the Bond Resolution);
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities; and
- (11) rating changes; and

(d) to each Repository or to the MSRB, and to the State Information Depository, in a timely manner, notice of a failure to provide any Issuer Annual Information required by clause A(i)(a) of this Section 2 or any financial statements required by clause A(i)(b) of this Section 2.

*B. Obligations of the Trustee*

The Trustee shall notify the Issuer upon the occurrence of any of the eleven events listed in Section 2(A)(i)(c) promptly upon becoming aware of the occurrence of any such event. The Trustee shall not be deemed to have become aware of the occurrence of any such event unless an officer in its corporate trust department becomes aware of the occurrence of any such event.

*C. Nature of Disclosure Obligations; Additional Obligations*

(i) Other Information. Nothing herein shall be deemed to prevent the Issuer from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Issuer should disseminate any such additional information, the Issuer shall not have any obligation hereunder to update such information or to include it in any future materials disseminated hereunder.

(ii) Disclaimer. Each of the Issuer and the Trustee shall be obligated to perform only those duties expressly provided for such entity in this Agreement, and neither of the foregoing shall be under any obligation to the Holders or other parties hereto to perform, or monitor the performance of, any duties of such other party.

**Section 3. Annual Information Filings.**

*A. Issuer Annual Information*

(i) The required Issuer Annual Information shall consist of the type of financial information and operating data described below and which is currently included in the Official Statement dated September 9, 1999 and relating to the Bonds under the headings "DEBT SERVICE REQUIREMENTS" and "THE AUTHORITY AND THE SYSTEM", including, more specifically,

- (1) a description of the System and its operations;
- (2) a description of changes to the Solid Waste Disposal Charges charged to users of the System;
- (3) information concerning the amounts, sources, material changes in and material factors affecting Revenues, Operating Expenses, Capital Costs and debt service incurred under the Bond Resolution;
- (4) a presentation of changes to indebtedness issued by the Authority under the Bond Resolution as well as information concerning changes to the Authority's debt service requirements on such indebtedness payable from Revenues; and
- (5) a presentation of the Authority's financial results in accordance with GAAP for the most recent completed fiscal year for which that information is then currently available; together with (b) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Authority.

*B. Incorporation by Reference*

All or any portion of the Issuer Annual Information may be incorporated therein by cross reference to any other documents which have been filed with (i) the Repositories and the State Information Depository or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

*C. General Categories of Information Provided*

The requirements contained in this Agreement under Section 3 are intended to set forth a general description of the type of financial information and operating data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of Section 3 call for information that no longer can be generated or is no longer relevant because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

**Section 4. Financial Statements.**

The Issuer's annual financial statements for each fiscal year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

All or any portion of the Issuer's audited or unaudited financial statements may be incorporated therein by specific reference to any other documents which have been filed with (i) the Repositories and the State Information Depository or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

**Section 5. Remedies.**

If any party hereto shall fail to comply with any provision of this Agreement, then the Trustee or any Holder of Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Agreement against such party and any of its officers, agents and employees, and may compel such party or any of its officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of such party hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 2 shall be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Bonds at the time outstanding which are affected thereby. Each of the Issuer and the Trustee reserves the right, but shall not be obligated, to enforce the obligations of the others. Failure to comply with any provision of this Agreement shall not constitute a default under the Bond Resolution nor give right to the Trustee or any Holder to exercise any of the remedies under the Bond Resolution.

**Section 6. Parties in Interest.**

This Agreement is executed and delivered solely for the benefit of the Holders of the Bonds which, for the purposes of Section 5, includes those beneficial owners of Bonds specified in the definition

of Holder set forth in Section 1. For the purposes of such Section 5, such beneficial owners of Bonds shall be third-party beneficiaries of this Agreement. No person other than those described in Section 5 shall have any right to enforce the provisions hereof or any other rights hereunder.

#### **Section 7. Amendments.**

Without the consent of any Holders (except to the extent expressly provided below), the Issuer and the Trustee at any time and from time to time may enter into any amendments or changes to this Agreement for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto or authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional) which are applicable to the Agreement;

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Issuer and the assumption by any such successor of the covenants of the Issuer or the State hereunder;

(iv) to add to the covenants of the Issuer or the State for the benefit of the Holders, or to surrender any right or power herein conferred upon the Issuer or the State; or

(v) for any other purpose as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer, or type of business conducted; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or authoritative interpretations of Rule 15c2-12, as well as any change in circumstances, (2) the amendment or change either (a) does not materially impair the interests of Holders, as determined by bond counsel or (b) is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change and (3) the Trustee receives an opinion of bond counsel that such amendment is authorized or permitted by this Agreement.

The Issuer Annual Information or State Annual Information for any fiscal year containing any amended operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such amendment and the impact of the change on the type of operating data or financial information in the Issuer Annual Information or State Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such amendment, such Issuer Annual Information or State Annual Information, respectively, shall present a comparison between the financial statements or information prepared on the basis of the amended accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent reasonably feasible such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent to each Repository or to the MSRB, and to the State Information Depository.

#### **Section 8. Termination.**

This Agreement shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or legally defeased pursuant to the Bond Resolution (a "Legal Defeasance"); *provided, however*, that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and *provided, further, that* if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any Legal Defeasance, the Issuer shall provide notice of such defeasance to each Depository, the State Information Depository and the MSRB. Such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption. Upon any other termination pursuant to this Section 8, the Issuer shall provide notice of such termination to each Repository or to the MSRB, and to the State Information Depository.

**Section 9. The Trustee.**

(i) Except as otherwise set forth herein, this Agreement shall not create any obligation or duty on the part of the Trustee and the Trustee shall not be subject to any liability hereunder for acting or failing to act as the case may be.

(ii) The Issuer shall indemnify and hold harmless the Trustee in connection with this Agreement, to the same extent provided in the Bond Resolution for matters arising thereunder.

**Section 10. Governing Law.**

This Agreement shall be governed by the laws of the State of New York determined without regard to principles of conflict of law.

**Section 11. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

By: \_\_\_\_\_

Name:

Title:

UNITED STATES TRUST COMPANY

OF NEW YORK

By: \_\_\_\_\_

Name:

Title:

**Motion to Approve Item #14 c**

**Lawless/Zebrowski Unan.**

**Item #14d**

**RESOLUTION NO. 53 OF 2001  
AUTHORIZING THE REIMBURSEMENT OF COSTS INCURRED  
IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS  
TO THE AUTHORITY TRANSFER STATION AND SCALEHOUSE**

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

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

**WHEREAS**, the Rockland County Solid Waste Management Authority (the "Authority") was formed in accordance with section 2053(e) *et seq.* of the Public Authority Law of the State of New York (the "Act"), and Resolution No. 301 of 1994 of the County legislature to implement certain provisions of the SWMP/GEIS and to construct solid waste management facilities; and

**WHEREAS**, by Resolution No. 35 of 1998, the Authority has authorized the acquisition of the Ramapo Transfer Station and Scalehouse (the "Transfer Station"); and

**WHEREAS**, on September 15, 1999, the Authority issued the Series 1999A Bonds in the aggregate principal amount of \$4,000,000 for financing the acquisition of and improvements to the Transfer Station, including the construction of a recycling preprocessing facility; and

**WHEREAS**, the Authority intends to finance improvements to the Transfer Station through the issuance of Authority bonds; and

**WHEREAS**, the Authority will be incurring certain expenses prior to the issuance of such bonds for which it intends to reimburse itself from the proceeds of such bonds;

**NOW, THEREFORE, BE IT RESOLVED** that the Authority intends to pay, on an interim basis, the costs of the Transfer Station improvements the costs of which project are reasonably expected to be financed on a long term basis with the proceeds of an indebtedness to be issued in the maximum principal amount of \$2,500,000.

**Motion to Approve Item #14d**  
**Zebrowski/Lawless Unan.**

**Item #15**

**Resolution No. 54 of 2001**  
**Authorizing the Executive Director to Submit a Refunding Application to EFC and to Have Prepared a Refunding Bond Resolution for the Series 1996A Bond**

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

**WHEREAS**, the SWMP/GEIS sets forth a strategy that relies upon multiple waste management methods and facilities, including recycling,

**WHEREAS**, the Rockland County Solid Waste Management Authority (the "Authority") was formed in accordance with section 2053(e) *et seq.* of the Public Authority Law of the State of New York the ("Act"), and Resolution No. 301 of 1994 of the County Legislature to implement certain provisions of the SWMP/GEIS and to construct solid waste management facilities, and,

**WHEREAS**, the Authority has heretofore issued on February 28, 1996, pursuant to the Clean Water State Revolving Fund (the "CWSRF"), its \$22,936,600 Series 1996A Bonds ("the 1996A Bonds"), and,

**WHEREAS**, the New York State Environmental Facilities Corporation (the "EFC") is planning a major refinancing initiative on behalf of municipalities that have financed projects through the CWSRF since 1990, and,

**WHEREAS**, the primary goal of such refinancing initiative is to reduce a municipalities interest costs on outstanding CWSRF loans, and,

**WHEREAS**, the Authority is desirous of achieving such interest cost savings with respect to the 1996A Bonds, and, now therefore be it,

**RESOLVED**, that the Executive Director is hereby authorized and directed to submit an application to the EFC for financial assistance to refund the 1996A Bonds, and, still be it further,

**RESOLVED**, that the Executive Director is hereby authorized and directed to request Bond Counsel to prepare a Refunding Bond Resolution for the 1996A Bonds.

R. Delo stated that the Authority has an opportunity to extend the length of the SRF 1996A Bond for the Composting Facility. EFC are in the processing of refinancing all the bonds that are callable because of the low interest rate on the bonds now.

Motion to Approve  
Zebrowski/Jobson Unan.

St. Lawrence thanked Mayor Thompson for all the work that he has done for the Authority and wish him all the best.

The Rockland County Solid Waste Management Authority thanked Allan Thompson for his commitment to this Board and all were appreciative. Best of luck.

Motion to Adjourn  
Thompson/Zebrowski Unan.

Respectfully Submitted,  
Camille Guido