

RRA Book #3 Supplement

QUESTIONS & ANSWERS

1. Legislator Wishnick Questions & Status of Answers:

1.1. CAN THE LEGISLATURE LEGALLY SOLICIT AN RFP FOR THE SALE OF THE UCRRA?

1.1.1. Legislative Counsel Chapman and Guerin advise the following: The Ulster County Legislature does not own the UCRRA or the assets thereof. Thus, the Legislature cannot issue an RFP for the sale of the UCRRA per se. However, the Legislature can issue an exploratory RFP to determine if there are any interested parties in the purchase of the assets of the RRA. Such an RFP would have to be explicit that it is subject to contractual obligations, laws, rules, & regulations, debt commitments, and state and regulatory approval. The RFP should include a provision putting the onus on the interested party to confirm the requisites necessary to complete the potential sale.

1.2. THE RRA'S TRANSFER STATION IN THE TOWN OF NEW PALTZ IS BUILT ON TOWN OWNED PROPERTY AND THE UCRRA LEASE EXPIRES IN 2016. CAN A PRIVATE COMPANY LEGALLY OPERATE THERE?

1.2.1. RRA EXECUTIVE DIRECTOR PROVIDED A COPY OF THE RRA AGREEMENT WITH TOWN OF NEW PALTZ (SEE PAGE 78 OF BOOK #3)

1.2.2. Legislative Counsel Chapman and Guerin advise the following: Unless there is something in the local laws of the Town of New Paltz prohibiting such agreements, the Town of New Paltz is allowed to contract with private entities to lease facilities owned by the town.

2. Legislative Counsel Guerin question to RRA:

2.1. In 1998, a Second Amendment was made to the original Agreement to extend the term to December 31, 2028. I believe that this was done to coincide with bonds that the RRA was going to issue for the post-closure monitoring of the Consolidation Landfills and to refinance bonds issued for the Landfill Closure Assistance Plan. The language of the Second Amendment is as follows: "Notwithstanding the above, this Agreement shall remain in full force and effect until December 31, 2028, provided that the extension period shall only bind the County to pay Net Service Fees related to post-closure monitoring and maintenance of the Consolidation Landfills." However, in 2002, a Fourth Amendment was made which, among other things, extended the Agreement to March 31, 2025 and no reference was made to the Second Amendment. The question I have is did the Second Amendment only extend the Agreement so long as the bonds that were issued pursuant to that amendment were still outstanding thereby requiring the Fourth Amendment to be done to coincide with the bonds that were issued in 2025? Or, more plainly, what is the actual termination date for the Agreement?

2.1.1. **RESPONSE FROM RRA ATTORNEY STEVEN WING:** The Second Amendment extended the Service Agreement solely for the purpose of binding the County for the presumed term of post-closure care of the consolidation landfills (30 years). The Service Agreement is used to back up UCRRA's financial assurance requirements for post-closure care. The Fourth Amendment extended the Service Agreement for all purposes until March 31, 2025.

3. LEGISLATIVE COUNSEL GUERIN QUESTION TO THE NYS DEC:

3.1. The Legislature contracted with the UC RRA to develop the plan in 1988. At what point did the designating planning unit change to the UC RRA?

3.1.1. **Response from DEC Division of Materials Management:** DEC approval of the original solid waste management plan in 1991 recognized Ulster County as the planning unit, and UCRRA as the designee for developing all planning and implementation activities.

3.2. If the County is the planning unit and UC RRA submitted a draft plan in December 2011, to replace the expired plan previously approved by Ulster County and DEC, can Ulster County receive a copy of this draft to review?

3.2.1. **Response from NYS DEC:** [Response pending]