

TORRANCE COUNTY, NEW MEXICO
RESOLUTION NO. 99-21

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN AMENDMENT TO THE TORRANCE COUNTY SOLID WASTE AUTHORITY JOINT POWERS AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN TORRANCE COUNTY, NEW MEXICO AND THE NEW MEXICO FINANCE AUTHORITY IN THE PRINCIPAL AMOUNT OF \$556,119 FOR THE PURPOSE OF ACQUIRING AND CONSTRUCTING SOLID WASTE FACILITIES AT THE TORRANCE COUNTY/BERNALILLO COUNTY REGIONAL LANDFILL AND FOR THE PURPOSE OF REFUNDING, REFINANCING AND PAYING IN FULL TORRANCE COUNTY'S OUTSTANDING ENVIRONMENTAL REVENUE BONDS, SERIES 1992; PLEDGING TORRANCE COUNTY'S ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX REVENUES DISTRIBUTED TO THE COUNTY AS AUTHORIZED BY SECTION 4-62-1D AND SECTIONS 7-20E-1 THROUGH 7-20E-8 AND 7-20E-17, NMSA 1978, TO THE PAYMENT OF PRINCIPAL AND INTEREST ON THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERCEPT AGREEMENT BY AND BETWEEN TORRANCE COUNTY AND THE NEW MEXICO FINANCE AUTHORITY; PROVIDING FOR THE DISTRIBUTIONS OF THE COUNTY'S ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX REVENUES FROM THE NEW MEXICO DEPARTMENT OF TAXATION AND REVENUE TO BE REDIRECTED TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE LOAN AGREEMENT; PROVIDING FOR THE DISPOSITION OF THE REVENUES DERIVED FROM SAID TAXES; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH; REPEALING RESOLUTION NO. 98-26 AND ALL OTHER ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

WHEREAS, Torrance County, New Mexico (the "County") is a legally and regularly created, established, organized and existing county under the general laws of the State of New Mexico; and

WHEREAS, pursuant to a joint powers agreement duly authorized and executed by the Village of Encino, the Town of Estancia, the City of Moriarty, the Town of Mountainair, the Village of Willard and Torrance County (collectively, but not including Encino, the "Participants") prior to the adoption hereof, designated as the "Torrance County Solid Waste Authority Joint Powers Agreement", (the "Authority Joint Powers Agreement") all pursuant to Sections 11-1-1 through 11-

STATE OF NEW MEXICO)
) ss.
COUNTY OF TORRANCE)

The County Commission (the "Governing Body") of Torrance County, New Mexico (the "County") in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the County, in the Commission Room at the Torrance County Courthouse, 205 Ninth Street, Estancia, New Mexico, at the hour of 9:00 a.m., on Wednesday, April 28, 1999.

Upon roll call, the following were found to be present, constituting a quorum:

Present:

Bill Williams
Rodger Rayner
Chester R. Lee Jr.

Absent:

Also present:

Thereupon the following proceedings, among others, were had and taken:

The Chairman of the Governing Body (the "Chairman") announced that the Governing Body at this meeting is to authorize and approve the first amendment to the Torrance County Solid Waste Authority Joint Powers Agreement between the Town of Estancia, the City of Moriarty, the Town of Mountainair, the Village of Willard and Torrance County (collectively, the "Participants") (the "Amendment to the Joint Powers Agreement") and to adopt a resolution (i) authorizing the execution and delivery of a loan agreement by and between Torrance County and the New Mexico Finance Authority; (ii) pledging the County's environmental services gross receipts tax revenues to the payment of amounts due under the loan agreement; and (iii) authorizing the execution and delivery of an intercept agreement between the County and the New Mexico Finance Authority.

1-7, NMSA 1978 and as approved by the New Mexico Department of Finance and Administration, the Participants and Encino have determined to jointly exercise common powers relating to solid waste disposal by the creation of the Torrance County Solid Waste Authority (the "Authority"); and

WHEREAS, pursuant to Sections 11-1-1 through 11-1-7, NMSA 1978, the Participants desire to amend the Authority Joint Powers Agreement by entering into the First Amendment to the Torrance County Solid Waste Authority Joint Powers Agreement (the "Amendment to the Joint Powers Agreement") to designate the County as the agent to enter into the Loan Agreement (as defined herein) with the New Mexico Finance Authority (the "NMFA") on behalf of the Participants; and

WHEREAS, the County, pursuant to its Ordinance No. 92-5, as amended by Ordinance No. 92-6, adopted on June 30, 1992 and August 5, 1992, respectively, previously issued its "Torrance County Environmental Revenue Bonds, Series 1992" (the "1992 Bonds") in the aggregate principal amount of \$350,000 payable from and constituting a lien upon the County's environmental services gross receipts tax revenues; and

WHEREAS, pursuant to the Authority Joint Powers Agreement, as amended by the Amendment to the Joint Powers Agreement and this resolution, the County will issue and deliver in the name and on behalf of itself and the other Participants, a loan agreement by and between Torrance County and the NMFA (the "Loan Agreement") in the principal amount of \$556,119 for the purpose of acquiring and constructing solid waste facilities (the "Improvement Project") and for the purpose of refunding, refinancing and paying in full the outstanding 1992 Bonds (the "Refunding Project"); and

WHEREAS, the County, on behalf of the Participants, will use the proceeds of the Loan Agreement to acquire and construct the Improvement Project and to complete the Refunding Project (collectively, the "Project"); and

WHEREAS, Sections 3-31-1C and 4-62-1D, NMSA 1978, permit each of the Participants to pledge to the payment of environmental gross receipt tax revenue bonds the amount of money distributed to it pursuant to Sections 7-1-6.12 and 7-1-6.13, NMSA 1978, for any municipal or county environmental services gross receipts tax imposed pursuant to Sections 7-19D-1 through 7-19D-8 and 7-19D-10, NMSA 1978 and 7-20E-1 through 7-20E-8 and 7-20E-17, NMSA 1978; and

WHEREAS, pursuant to the Amendment to the Joint Powers Agreement and resolutions to be adopted by each Participant, the Town of Estancia, the City of Moriarty, the Town of Mountainair, and the Village of Willard will each pledge the revenues received from the 1/16th of 1% municipal environmental services gross receipts tax imposed by the municipalities as security for the payment of the Loan Agreement, and the County will pledge the revenues received from its 1/8th of 1% county environmental services gross receipts tax imposed by Torrance County as security for the payment of the Loan Agreement; and

WHEREAS, the Village of Encino will not be pledging its distribution of municipal environmental services gross receipts tax to the repayment of the Loan Agreement, but Encino will continue to be a member of the Authority; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts coming due under the Loan Agreement; and

WHEREAS, other than Torrance County, the Participants have not pledged the Pledged Revenues to any obligations which are currently outstanding or which will be outstanding on the date of the execution and delivery of the Loan Agreement; and

WHEREAS, the Governing Body has determined that there is an urgent public need for the Project; and

WHEREAS, pursuant to the Authority Joint Powers Agreement, as amended by the Amendment to the Joint Powers Agreement the Authority will operate the Facility for the benefit of all of the Participants and Encino; and

WHEREAS, the Loan Agreement shall be issued pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, and Sections 4-62-1 through 4-62-10, NMSA 1978, and shall constitute an irrevocable first lien (but not necessarily an exclusively first lien) on the Pledged Revenues; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the New Mexico Finance Authority (or its assigns) for the payment of the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement which are required to have been obtained by the date of this resolution have been obtained or are reasonably expected to be obtained; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County (a) the Amendment to the Joint Powers Agreement (b) the form of the Loan Agreement and (c) the form of an intercept agreement between the County and the New Mexico Finance Authority (the "Intercept Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. Ratification. All actions heretofore taken (not inconsistent with the express provisions of this resolution) by the Governing Body and officers of the County directed toward the Project, toward the execution and delivery of the Loan Agreement and Intercept Agreement by the County and toward the pledge of the Pledged Revenues be and the same hereby are ratified, approved and confirmed.

Section 2. Findings. The County hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Participants and Encino and their inhabitants.

B. Moneys available for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring and constructing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement (collectively, the "Agreements") to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, morals and welfare of the residents of the Participants and Encino.

F. The County will acquire and construct the Project, in whole or in part, on behalf of the Participants with a portion of the net proceeds of the Loan.

G. Other than the 1992 Bonds, the County does not have any outstanding obligations payable from Pledged Revenues which will be outstanding on the date of the Loan Agreement or which will be incurred prior to the initial execution and delivery of the Agreements.

H. The net effective interest rate on the Loan shall not exceed 12.0% per annum, which is less than the maximum rate permitted by State law.

Section 3. Authorization of Project. The Project is hereby authorized at a total cost of not exceeding \$556,119 and the necessity thereof is hereby so declared, excluding any such cost defrayed or to be defrayed by any source other than the Loan Agreement. The Project is to be used solely by the Authority on behalf of the Participants. The proceeds of the Loan shall be used to (i) finance the acquisition and construction of the Improvement Project, (ii) to refund, refinance, and prepay in full the 1992 Bonds pursuant to the Refunding Project, (iii) to fund the Loan Agreement Reserve Account (as defined herein), and (iv) to pay the costs of executing and delivering the Loan Agreement.

Section 4. Approval of Amendment to Joint Powers Agreement. The Amendment to the Joint Powers Agreement, in the form presented to the Governing Body, is hereby approved and acknowledged. After the Amendment to the Joint Powers Agreement is approved by all of the

Participants, it shall be submitted to the New Mexico Department of Finance and Administration for approval.

Section 5. Approval of Loan Agreement. The Loan Agreement in the form presented to the Governing Body, are hereby approved and confirmed. The Loan Agreement details shall be as set forth herein and in the Loan Agreement. The Chairman and Clerk of the County are hereby authorized to execute and deliver the Loan Agreement and affix the seal of the County on the Loan Agreement. The Loan Agreement, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues, which are irrevocably so pledged; the NMFA or First Security Bank of New Mexico, N.A., as trustee under the Loan Agreement (the "Trustee") may not look to any general or other fund for the payment of the principal of or interest on the Loan Agreement, except the designated special funds pledged by the Participants therefor; and the Loan Agreement shall not constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; nor shall it be considered or held to be a general obligation of the County or the Participants; and the Loan Agreement shall recite that it is payable and collectible solely from the Pledged Revenues, the income from which is so pledged, and that the NMFA or the Trustee may not look to any general or other fund for the payment of principal of or interest on the Loan Agreement. Nothing herein shall prevent the County or the Participants from paying any of the principal of or interest on the Loan Agreement from any legally available funds, but the County and the Participants are not obligated to do so.

The Agreements shall be in substantially the form of the Agreements presented at the meeting of the Governing Body at which this resolution was adopted. The Loan shall be payable in installments of principal due on May 1 of the years designated in Exhibit B to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, commencing on November 1, 1999, at the rates designated in Exhibit B to the Loan Agreement which rates include an administrative fee of .25 % per annum.

Section 6. Pledge of County Pledged Revenues and Approval of Intercept Agreement. Pursuant to Section 4-62-1D and Sections 7-20E-1 through 7-20E-8 and 7-20E-17, NMSA 1978, the County hereby pledges to the payment of the Loan Agreement the revenues derived from its 1/8th of 1% environmental services gross receipts tax, imposed pursuant to Ordinance No. 91-1 as amended by Ordinance No. 92-7 adopted by the County on June 10, 1991 and August 5, 1992, respectively. The Intercept Agreement in the form presented to the Governing Body is hereby approved. The Chairman and Clerk of the County are hereby authorized to execute and deliver the Intercept Agreement and affix the seal of the County on the Intercept Agreement. So long as the Loan Agreement shall be outstanding either as to principal or interest, or both, the New Mexico Department of Taxation and Revenue, pursuant to the Intercept Agreement, shall monthly transfer to the NMFA or the Trustee the County's Pledged Revenues to be deposited in the debt service account (the "Debt Service Account") or loan agreement reserve account (the "Loan Agreement Reserve Account") created under the Loan Agreement, which accounts are held and administered by the Trustee, to be applied in accordance with the Loan Agreement.

Section 7. Disposition of Proceeds; Completion of the Project.

A. Program Account. The County hereby consents to creation of the Program Account by the Trustee pursuant to the Indenture.

The proceeds derived from the execution and delivery of the Loan Agreement for the Improvement Project shall be deposited promptly upon the receipt thereof in the Debt Service Account, the Program Account, the Loan Agreement Reserve Account and the Expense Fund, as provided in the Loan Agreement and the Indenture.

On the Closing Date, the proceeds of the Refunding Loan (as defined in the Loan Agreement) shall be applied to refund, refinance and prepay in full the 1992 Bonds in accordance with the Refunding Project.

Until the date of the final payment of the Project, the money in the Program Account shall be used and paid out solely for the purpose of acquiring and constructing the Improvement Project and completing the Refunding Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The County will complete the Project with all due diligence.

B. Completion of Acquisition and Construction of the Project. Upon the date of payment of the final costs of the Project (the "Completion Date"), the County shall execute a certificate stating that acquisition and construction of and payment for the Project has been completed. As soon as practicable, and in any event not more than 60 days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Debt Service Account, as provided in the Loan Agreement and the Indenture.

Section 8. Payment Obligations of Participants. Pursuant to resolutions adopted or to be adopted by each of the Participants, the County hereby pledges the Pledged Revenues pledged by each of the Participants to the payment of amounts due under the Loan Agreement.

(a) The following shall be deposited to the Debt Service Account maintained by the Trustee:

(i) Interest Component and Expense Component. Monthly, commencing in July, 1999, an amount in equal monthly installments necessary, together with any other monies therein and available therefor, to pay the next maturing interest component and expense component on the Loan Agreement, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary to pay the next maturing interest component and expense component on the Loan Agreement;

(ii) Principal Payments. Monthly, commencing in July, 1999, an amount in equal monthly installments necessary, together with any other monies therein and available therefor, to pay the next maturing principal component on the Loan Agreement, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary to pay the next maturing principal component on the Loan Agreement.

(b) As a third charge and lien on the Debt Service Account, the County shall cause the Participants to transfer to the Trustee any amounts necessary to fully replenish the Loan Agreement Reserve Account to the Loan Agreement Reserve Requirement (as defined in the Loan Agreement). Moneys in the Loan Agreement Reserve Account shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Loan Agreement Payments resulting from a failure to deposit into the Debt Service Account sufficient Pledged Revenues to pay debt service requirements on the Loan. If funds are withdrawn from the Loan Agreement Reserve Account to pay debt service on the Loan, at the direction of NMFA and the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve Account in an amount sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one year following such withdrawal.

(c) No payment shall be made into the Debt Service Account if the amount in the Debt Service Account and the Loan Agreement Reserve Account totals a sum at least equal to the entire aggregate amount to become due as to principal, premium, if any, and interest, on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such account shall be used as provided in paragraph (d) of this Section.

(d) After making the required deposits into the Debt Service Account and the Loan Agreement Reserve Account, the Trustee shall use the balance of the Pledged Revenues received from the Authority to credit against upcoming Loan Agreement Payments or to distribute to the Authority for any other purpose permitted by law.

Section 9. First Lien on Pledged Revenues. The County hereby acknowledges that the Loan Agreement constitutes an irrevocable first lien (but not necessarily an exclusively first lien) on the Pledged Revenues.

Section 10. Approval of Refunding Loan by Department of Finance and Administration. The County will execute and deliver the Loan Agreement only after receipt of the required written approval of the Refunding Loan (as defined in the Loan Agreement) by the Department of Finance and Administration of the State of New Mexico.

Section 11. Delegated Powers. The officers of the County be, and they hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this

resolution, including, without limiting the generality of the foregoing, the execution of the Amendment to the Joint Powers Agreement and execution of such certificates or agreements as reasonably may be required to effect the Project and the Loan Agreement.

Section 12. Separability. If any section, paragraph, clause or provision shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 13. Repealer Clause. Resolution No. 98-26 adopted by the County on March 11, 1998 is hereby repealed and shall be of no further force or effect. All other action inconsistent herewith is hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 14. Resolution Irrepealable. After the Loan Agreement is executed and delivered, this resolution shall be and remain irrepealable until the Loan Agreement and interest thereon shall be fully paid, cancelled and discharged as therein provided, or there has been defeasance as provided in the Loan Agreement.

Section 15. Effective Date. Upon its final passage, this resolution shall be authenticated by the signatures of the Chairman and the Clerk, and said resolution shall be in full force and effect immediately thereafter.

Section 16. General Summary for Publication. The title and a general summary of the subject matter contained in this resolution shall be published in a newspaper of general circulation within the County in substantially the following form:

(Form of Summary of Resolution for Publication)

TORRANCE COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION NO. 99-21

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in Resolution No. 99-21, duly adopted and approved by the Governing Board of Torrance County, New Mexico on April 28, 1999. A complete copy of such resolution is available for public inspection during the normal and regular business hours of the office of the County, 205 Ninth Street, Estancia, New Mexico.

The title of Resolution No. 99-21 is:

RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF AN AMENDMENT TO THE TORRANCE COUNTY SOLID WASTE AUTHORITY JOINT POWERS AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN TORRANCE

COUNTY, NEW MEXICO AND THE NEW MEXICO FINANCE AUTHORITY IN THE PRINCIPAL AMOUNT OF \$556,119 FOR THE PURPOSE OF ACQUIRING AND CONSTRUCTING SOLID WASTE FACILITIES AT THE TORRANCE COUNTY/BERNALILLO COUNTY REGIONAL LANDFILL AND FOR THE PURPOSE OF REFUNDING, REFINANCING AND PAYING IN FULL TORRANCE COUNTY'S OUTSTANDING ENVIRONMENTAL REVENUE BONDS, SERIES 1992; PLEDGING TORRANCE COUNTY'S ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX REVENUES DISTRIBUTED TO THE COUNTY AS AUTHORIZED BY SECTION 4-62-1D AND SECTIONS 7-20E-1 THROUGH 7-20E-8 AND 7-20E-17, NMSA 1978, TO THE PAYMENT OF PRINCIPAL AND INTEREST ON THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERCEPT AGREEMENT BY AND BETWEEN TORRANCE COUNTY AND THE NEW MEXICO FINANCE AUTHORITY; PROVIDING FOR THE DISTRIBUTIONS OF THE COUNTY'S ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX REVENUES FROM THE NEW MEXICO DEPARTMENT OF TAXATION AND REVENUE TO BE REDIRECTED TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE LOAN AGREEMENT; PROVIDING FOR THE DISPOSITION OF THE REVENUES DERIVED FROM SAID TAXES; REPEALING RESOLUTION NO. 98-26 AND ALL OTHER ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

The following is a general summary of the subject matter contained in such resolution.

The preambles recite that the Town of Estancia, City of Moriarty, Town of Mountainair, Village of Willard, Torrance County (together, the "Participants"), and the Village of Encino have entered into a "Joint Powers Agreement for Funding, Construction and Operation of the Torrance County/Bernalillo County Landfill" (the "Authority JPA") to exercise common solid waste disposal powers pursuant to Sections 11-1-1 through 11-1-7, NMSA 1978, and have created the Torrance County Solid Waste Authority (the "Authority"); that the Participants desire to enter into an amendment to the Authority JPA designating Torrance County as the agent to enter into the Loan Agreement (the "JPA Amendment"); that Torrance County, New Mexico will acquire and construct solid waste facilities to be known as the Torrance County/Bernalillo County Landfill (the "Facility") on behalf of the Participants and Encino by executing and delivering a loan agreement with the New Mexico Finance Authority (the "Loan Agreement"); that the proceeds of the Loan Agreement will be used to acquire and construct solid waste facilities for the Authority and to refund, refinance and prepay in full Torrance County's outstanding Environmental Revenue Bonds, Series 1992; that each Participant will pledge the revenues received from its environmental services gross receipts tax (the "Pledged Revenues") to the payment of the principal and interest on the Loan Agreement; that the

Loan Agreement constitutes a first lien (but not necessarily an exclusive first lien) on the Pledged Revenues.

Sections 1 through 4 ratify previous action by the Governing Board and officers of the Authority; set forth findings of the County; authorize the Project and approve the JPA Amendment.

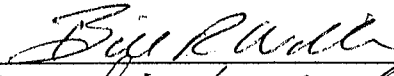
Sections 5 and 6 approve the Loan Agreement; set forth the pledge by the County of the Pledged Revenues to the payment of the Loan Agreement; set forth the pledge of the County's Pledged Revenues and approve the Intercept Agreement.

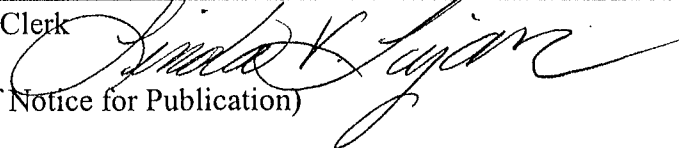
Sections 7 through 9 set forth the disposition of the proceeds of the Loan Agreement, the payment obligations of the Participants and acknowledge that the Loan Agreement constitutes an irrevocable first lien (but not necessarily an exclusive first lien) on the Pledged Revenues.

Sections 10 through 16 set forth the requirement of the approval of the New Mexico Department of Finance and Administration for the refunding of the 1992 Bonds; delegate certain powers to County officers, provide separability and repealer clauses, repeal Resolution No. 98-26 adopted on March 11, 1998, provide an irrepealability clause, provide for an effective date and provide a summary for publication.

COMPLETE COPIES OF THIS RESOLUTION ARE ON FILE IN THE OFFICE OF THE TORRANCE COUNTY CLERK, 205 NINTH STREET, ESTANCIA, NEW MEXICO, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 6-14-6, NMSA 1978.

WITNESS my hand and the seal of Torrance County, New Mexico this 28th day of April, 1999.



Clerk 

(End of Form of Notice for Publication)

PASSED, ADOPTED, SIGNED AND APPROVED THIS 28th DAY OF APRIL, 1999.

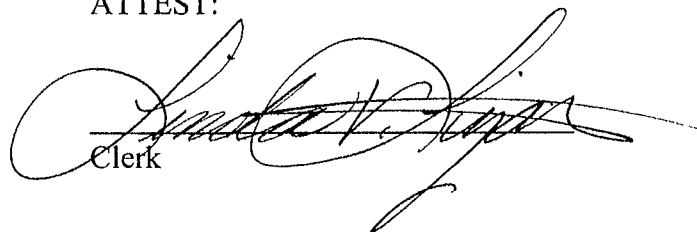
TORRANCE COUNTY, NEW MEXICO



Chairman

(SEAL)

ATTEST:



Clerk

99-21

STATE OF NEW MEXICO)
) ss.
COUNTY OF TORRANCE)

The County Commission (the "Governing Body") of Torrance County, New Mexico (the "County") in the State of New Mexico, met in open regular session in full conformity with law and the ordinances and rules of the County, in the Commission Room at the Torrance County Courthouse, 205 Ninth Street, Estancia, New Mexico, at the hour of 9:00 a.m., on Wednesday, April 28, 1999.

Upon roll call, the following were found to be present, constituting a quorum:

Present: Bill Williams
Rodger Rayner
Chester Riley Jr.

Absent: _____

Also present: _____

Thereupon the following proceedings, among others, were had and taken:

The Chairman of the Governing Body (the "Chairman") announced that the Governing Body at this meeting is to authorize and approve the first amendment to the Torrance County Solid Waste Authority Joint Powers Agreement between the Town of Estancia, the City of Moriarty, the Town of Mountainair, the Village of Willard and Torrance County (collectively, the "Participants") (the "Amendment to the Joint Powers Agreement") and to adopt a resolution (i) authorizing the execution and delivery of a loan agreement by and between Torrance County and the New Mexico Finance Authority; (ii) pledging the County's environmental services gross receipts tax revenues to the payment of amounts due under the loan agreement; and (iii) authorizing the execution and delivery of an intercept agreement between the County and the New Mexico Finance Authority.