

RESOLUTION 10 – 07
Eastern Idaho Regional Solid Waste District

WHEREAS, Bonneville County is a political subdivision of the State of Idaho charged with the responsibility for establishing, maintaining and operating a solid waste disposal system pursuant to Idaho Code 3 I-4401, et seq.; and

WHEREAS, the legislature of the State of Idaho has found and declared, pursuant to Idaho Code 3I-4901, et seq. (the "Act") that the disposal of solid waste within the State of Idaho is an important public purpose, and that the creation of independent regional districts to administer solid waste disposal is an efficient and cost-effective method of meeting the state's solid waste disposal needs; and

WHEREAS, the Act has been adopted in order to enable counties to establish regional solid waste districts for the purpose of providing a regional solution to the problem of solid waste disposal through the operation and maintenance of a regional solid waste system; and

WHEREAS, Bonneville County deems it in its best interest to participate with the counties of Clark, Madison, Teton, and Fremont, in the establishment of an independent public body corporate and politic to be known as the Eastern Idaho Regional Solid Waste District ("District"), as more specifically set forth in 3 I-4903 of the Act; and

WHEREAS the participating Counties aforementioned have deemed it appropriate to create this District to further investigate the technical and financial feasibility of constructing a District owned waste to energy facility to be located in the Centennial Energy Park in Dubois, Idaho; and

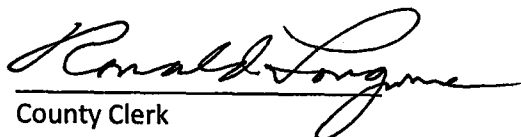
NOW, THEREFORE, BE IT HEREBY RESOLVED that Bonneville County hereby elects to become a participating county with Clark, Madison, Teton, and Fremont Counties in the establishment of the Eastern Idaho Regional Solid Waste District (the "District") in accordance with the terms and provisions of the Act.

BE IT FURTHER RESOLVED that Bonneville County hereby appoints Lee Staker, one of its Commissioners, to serve on the Board of the District.

BE IT FURTHER RESOLVED that Eastern Idaho Solid Waste District will be immediately dissolved if the waste to energy project is not deemed both technically or financially feasible as determined by a professional bond underwriter employed by the District and that Bonneville County nor any of the participating counties can or will be held liable for any debts or financial claims of the Eastern Idaho Solid Waste District.

Dated this 10th day of May, 2010.

ATTEST


County Clerk


Lee Staker, Commissioner, Acting Chairman

Dave Radford, Commissioner

BYLAWS OF THE:

Eastern Idaho Regional Solid Waste District

Through the ___ day of _____, 2010

THE BOARD OF DIRECTORS OF THE EASTERN IDAHO REGIONAL WASTE DISTRICT hereby restates its By-Laws with all amendments thereto through the ___ of _____, 2010, as follows:

ARTICLE I

Name

Section 1.1. The name of the district shall be the Eastern Idaho Regional Solid Waste District (hereinafter referred to as the "District"). The District was created pursuant to Section 31-4903, Idaho Code; by resolution of the boards of commissioners of _____ Counties, Idaho and is now composed of the counties of _____ Idaho.

ARTICLE II

Board of Directors

Section 2.1. The property, business, powers, and affairs of the District shall be managed and controlled by the board of directors thereof (the "Board"). The Board is vested with all powers as provided in Title 31, Chapter 49, Idaho Code, as the same exists or may hereafter be amended.

Section 2.2. The Board shall consist of a number of directors determined in accordance with the provisions of Section 31-4904, Idaho Code, with one (1) commissioner from each participating county serving as a Board member.

Section 2.3. Directors shall receive no compensation for their services, but shall be entitled to reimbursement from the District of their necessary expenses, including travel and per diem expenses, incurred in the discharge of their duties.

Section 2.4. Each director shall hold office for a two-year term or until his or her successor has been appointed and qualified, but in no event for a term greater than his or her term of office as commissioner of the participating county appointing him or her. A certificate of the appointment or reappointment of a director shall be filed with the secretary of the Board, and such certificate shall be conclusive evidence of the due and proper appointment of such director.

Section 2.5. The qualifications and eligibility of persons to serve on the Board shall be as defined and described in Section 31-4904, Idaho Code, as the same now exists or may be amended hereafter.

Section 2.6. The Board shall hold regular meetings without additional notice at the District Offices, (address)in _____, Idaho, on the last Wednesday of the month at the

hour of 10:00 a.m. or such other time and place as may be determined by the Board and included as an amendment to these Bylaws.

Section 2.7. The President or a majority of the Board shall have power to call special meetings of the Board, the object of which shall be submitted to the Board in writing; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. Special meetings may be held upon three (3) days' notice. The notice provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency matter, such as one involving injury or damage to persons or property or the likelihood of such injury or damage. The only item to be discussed at such emergency meetings shall be the matter for which the meeting is called. Attendance by any director, in person or by proxy at such special meeting shall be deemed a waiver of any right to notice of such meeting.

Section 2.8. A majority of the members of the Board present at duly noticed meeting in person or by proxy shall constitute a quorum for the purpose of conducting business and exercising the powers of the District and for all other purposes. Notwithstanding the provisions of Idaho Code 31-4904, official action may be taken by the Board only upon the affirmative vote of at least four (4) members thereof present in person or by proxy at a duly convened regular or special meeting at which a quorum is present, except as otherwise specified in these Bylaws.

Section 2.9. The Board, by majority vote of the full Board, may employ an Executive Director, technical experts, legal counsel, and such other agents and employees, permanent and temporary, as the Board may require, and the qualifications and duties of and compensation for all of said persons so employed shall be determined by the Board.

Section 2.10. Any vacancy on the Board shall be filled by the commissioners of the county originally appointing the director whose office has become vacant.

Section 2.11. A member of the Board shall be entitled to have his or her vote cast by proxy, provided, however, that the only person entitled to cast such proxy shall be a member of the Board of Commissioners of the county in which the absent District board member resides. In order for a vote to be cast concerning a decision to be made by the Board, such vote must be cast in person at a meeting of the Board.

ARTICLE III

Officers

Section 3.1. The Board shall elect a President and Vice President from among its members, and shall appoint a Secretary and Treasurer, who need not be a director. The Offices of Secretary and Treasurer may be combined in one person.

Section 3.2. The Board shall elect the foregoing officers and such other officers as are deemed necessary for a term of one (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the regular meeting held in January. Officers elected at that meeting shall hold office until the regular meeting the following January.

Section 3.3. The President shall be the chief presiding officer of the District. The President shall execute all deeds, bonds, contracts, leases, and other legal documents authorized by the Board. The President shall also have such other powers and duties as may be assigned to him or her by the Board.

Section 3.4. The Vice President shall be possessed of all the powers and shall perform the duties of the President in the absence or disability of the President. The Vice President shall have the power to vote on any matter presented to the Board for its consideration. The Vice President shall also have such other powers and duties as may be assigned to him or her by the Board.

Section 3.5. The Secretary shall keep the minutes of all proceedings of the Board; shall attend to giving and serving all notices of meetings of the Board as required; shall execute with the President in the name of the District all deeds, bonds, contracts, leases, and other legal documents and instruments as authorized by the Board, and shall be the custodian of the District seal, books, bylaws, and such other books, records, and documents of the Agency as the Board shall direct. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required of the Secretary may be performed by the President or Vice President or such other person as may be designated by the Board.

Section 3.6. The Treasurer shall have the general custody of all the funds and securities of the District and shall have general supervision of the collection and disbursement of funds of the District. He or she shall endorse on behalf of the District, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the District in such bank or banks or depositories as the Board may designate. He or she may sign, with the President or such other person or persons as may be designated for said purpose by the Board, all negotiable instruments. He or she shall enter or cause to be entered regularly in the books of the District full and accurate account of the District; shall at all reasonable times exhibit the District books and accounts to any director of the District at the office of the District during regular business hours; and, whenever required by the Board or the President, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board or by the bylaws. The Treasurer shall, before entering upon his or her duties; give bond for the faithful performance of his or her duties in such sum and with such surety as shall be approved by the Board.

Section 3.7. If any of the foregoing offices shall, for any reason, become vacant, the Board shall elect a successor who shall hold office for the unexpired term.

Section 3.8. Consistent with section 2.9 hereof, the Board may appoint an Executive Director or other administrative officer for the District. The Executive Director or other administrative officer shall be the chief administrative officer of the District, shall serve at the pleasure of the Board, and shall have such powers and duties as may be assigned him or her by the Board. In addition, the Board may authorize the Executive Director to appoint such other administrative officers as it deems necessary, all of whom shall serve at the pleasure of the District, and shall have such powers and duties as may be assigned to them by the Executive Director.

ARTICLE IV

Miscellaneous

Section 4.1. The seal of the Eastern Idaho Regional Solid Waste District shall be circular in form and shall have the name of the District on the circumference and shall have the words "Corporate Seal" in the center.

Section 4.2. The Board may appoint one or more committees to investigate and study matters of District business and thereafter to report on and make recommendations concerning said matters assigned to the Board. When possible, each of said committees may be comprised of persons other than members of the Board. No such committees shall have the power to make final District decisions, that power being vested solely in the Board. The term of office, the persons serving, the matters to be studied and all procedural decisions relating to the functioning of such committees shall be made and decided by the Board.

Section 4.3. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board, the Treasurer, with the approval of the President, may authorize such bank accounts to be opened or maintained in the name and on the behalf of the District as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the District, each of which checks shall be signed by two of such directors, officers, or bonded employees of the District as shall be authorized by the Board.

Section 4.4. The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern regular and special meetings of the Board in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order which the Board may adopt.

Section 4.5. No director or employee of the District shall voluntarily acquire any personal interest, direct or indirect, in any project or property of the District or in any contract or proposed contract in connection with such project or property.

Section 4.6. Other counties that are not participating counties as of the date of adoption hereof may be included in the Eastern Idaho Solid Waste District upon the affirmative vote of two-thirds (2/3) of the full Board, and upon such terms and conditions as are imposed by the Board in its sole and absolute discretion.

Section 4.7. All budget receipts to be tendered to the District in any calendar year shall be payable in an amount not less than one-half (1/2) on or before the fourth Monday of January and the balance to be paid on or before the fourth Monday of July.

Section 4.8. The permissible service area of the District shall include all lands, including municipalities, contained within the counties of _____

Any additional area proposed for service outside of the counties designated in this paragraph 4.8 may be included in the District service area only upon the affirmative vote of two-thirds (2/3) of the Districts entire Board, which two-thirds (2/3) affirmative vote must include the affirmative vote of the Director who represents the county in which the landfill proposed for such expanded use is located. In the event that the Director who is a representative of such county does not cast an affirmative vote, or in the event that the affirmative vote of two-thirds (2/3) of the entire Board of the District is not obtained, such expansion shall be disallowed.

ARTICLE V

We, the undersigned, being all of the members of the Board of Directors of the Eastern Idaho Regional Solid Waste District, do hereby certify that the foregoing Bylaws were duly adopted as the Amended and Restated Bylaws of said District on the ____ day of _____, 2010.

County

County

County

County

County

County

County

I, the undersigned, secretary of the Eastern Idaho Regional Solid Waste District, hereby certify that the foregoing Bylaws were duly adopted as the Bylaws of the District on the ____ day of _____, 2010.

Secretary

Eastern Idaho Regional Solid Waste District Agreement

FLOW CONTROL ORDINANCE

AN ORDINANCE REQUIRING THE DEPOSIT OF ALL SOLID WASTE GENERATED WITHIN THE BOUNDARIES OF THE COUNTY AT THE COUNTY'S TRANSFER STATION(S) OR, ALTERNATIVELY AT THE CLARK COUNTY WASTE TO ENERGY FACILITY; DEFINING TERMS; ESTABLISHING PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Idaho Code Title 31 Chapter 44 imposes the primary responsibility for the establishment of solid waste disposal sites on the counties of the State of Idaho, and

WHEREAS, _____ County has elected to become a member of the Eastern Idaho Regional Solid Waste District in order to fulfill duties imposed upon it by law regarding solid waste, and

WHEREAS, the Eastern Idaho Regional Solid Waste District, through its Board of Directors, has established a regional solid waste disposal site at _____ in _____ County, Idaho, and

WHEREAS, the Eastern Idaho Regional Solid Waste District, through cooperation with its member counties, has established transfer stations within the boundaries of each county whereby solid waste may be delivered before finally being transported to the Clark County Waste to Energy facility, and

WHEREAS, the Eastern Idaho Regional Solid Waste District has, through its Board of Directors, established a budget to defray the cost of its operation, and

WHEREAS, the money necessary to conduct the operations of the District are generated through means authorized by Idaho Code Section 31-4404, and

WHEREAS, a significant portion of the revenue of the District is derived from "tipping" fees which are fees collected for the deposit of solid waste at either a transfer station or the Clark County Waste to Energy facility, and

WHEREAS, the budget of the Eastern Idaho Regional Solid Waste District assumes that the solid waste generated within the boundaries of this County will be delivered to either the regional landfill site or the Clark County Waste to Energy Facility in order that the county's share of the budget of the Eastern Idaho Regional Solid Waste District may be realized, and

WHEREAS, for purposes of protecting the public health, providing for protection of land, water and air resources to facilitate the ability of the Eastern Idaho Regional Solid Waste District to be adequately financed and discharge its duties with regard to the disposal of solid waste, it is necessary that the County control the disposition of solid waste generated within its boundaries,

BE IT THEREFORE ORDAINED by the Board of County Commissioners of _____
County, a political subdivision of the State of Idaho as follows:

Section 1. Definition of Terms:

For purposes of this ordinance:

A. "Solid Waste" shall have the meaning set forth in Idaho Code Section 39-7403(50) as it now exists or as it may hereafter be amended.

B. "Regional Solid Waste District" means the Eastern Idaho Regional Solid Waste District formed and existing under the provisions of Idaho Code Section 31-4901, et seq.

C. "Board of Directors" means the duly elected and serving Board of Directors of the Eastern Idaho Solid Waste District.

D. "Transfer Station" means any transfer station officially established as such within the boundaries of _____ County by action of the Board of Directors at the Eastern Idaho Regional Solid Waste District.

E. "Regional Landfill Site" means the approved landfill site owned by the Eastern Idaho Regional Solid Waste District in _____ County, and any additional landfill site owned or leased by the Eastern Idaho Regional Solid Waste District approved by the Idaho Department of Environmental Quality.

Section 2. Deposit of Solid Waste.

All solid waste generated within the boundaries of _____ County shall be deposited or collected exclusively at a transfer station located within the boundaries of the County or at the regional landfill site.

Section 3. Deposit of Certain Waste at Regional Landfill Site.

At the direction of the Eastern Idaho Regional Solid Waste District, designated types of solid waste shall be deposited directly at the regional landfill site and not at a transfer station. Such types of solid waste may include but not be limited to, those types of solid waste that have a high degree of potential for impact on human health or damage to property or which may require sophisticated inspection or handling prior to final disposition.

Section 4. Payment of Fees.

Every person or entity depositing solid waste at a transfer station or at a regional landfill shall pay an appropriate fee established by the resolution of the _____ County Board of Commissioners. The fee shall be payable at the time the solid waste is deposited.

Section 5. Penalty.

Any violation of this ordinance shall be a misdemeanor, punishable by a fine not to exceed Three Hundred Dollars (\$300.00), imprisonment in the county jail for a period not to exceed six (6) months or both. Each individual act of failing to properly deposit solid waste or failure to pay the appropriate fee shall constitute a separate offense under this ordinance.

Section 6.

This ordinance shall become effective upon its passage and publication as provided by law.

PASSED BY THE _____ COUNTY BOARD OF COUNTY
COMMISSIONERS THIS ___ DAY OF _____, 2010.

BOARD OF COUNTY COMMISSIONERS

Chairman

Commissioner

Commissioner

ATTEST:

Clerk

SOLID WASTE DISPOSAL AGREEMENT

ARTICLE I

ACCEPTANCE AND COSTS

Section 1.01. Acceptance of Solid Waste.

The District agrees to accept all solid waste delivered to a transfer station or stations or other solid waste disposal or resource recovery site or sites operated by the District in the County except hazardous waste. The District shall not be obligated to receive any material that is not solid waste. All solid waste received by the District pursuant to this Section shall be considered to be received by the District from the County. The District shall properly dispose of all solid waste received by it from the County.

Section 1.02. Solid Waste Disposal Charges.

(a) The District shall establish as a part of its budget for each fiscal year of the District (a "Fiscal Year") rates, fees and charges ("Solid Waste Disposal Charges") for the receipt of disposal of solid waste by the District, including the estimated total amount of Solid Waste Disposal Charges required to be received in such Fiscal Year (the "Annual Solid Waste Disposal Charges") from each participating county. The Annual Solid Waste Disposal Charges shall be sufficient, together with electrical production and other revenues received by the District, to cover the District's costs and expenses for such Fiscal Year, including but not limited to a reasonable operating reserve and any other reserves considered appropriate by the District in its discretion, and to provide any reasonable operating margin that the District in its discretion determines is required for it to operate on a fiscally sound basis. At no time shall the total amount of revenue removed from the District funds in direct payment to the participating counties exceed twenty five (25%) percent of the gross revenues even if a higher revenue to expenses ratio exists. If the gross revenues to expenses ratio (*net profit*) exceeds thirty (30%) percent the Annual Solid Waste Disposal Charges will be reduced to meet the goal of 25%.

(b) The County shall pay to the District, for the receipt from the County by the District of Solid Waste and the disposal of such solid waste, Solid Waste Disposal Charges which shall be the portion of each Annual Solid Waste Disposal Charge allocated by the District to such solid waste in accordance with this Section (the "County's Solid Waste Disposal Charges"). In determining Solid Waste Disposal Charges and in making such allocation, the District may

- (i) Base Solid Waste Disposal Charges and such allocation on weight or volume of solid waste received for disposal.
- (ii) Establish categories of solid waste that may be received and charge different Solid Waste Disposal Charges and allocation for various kinds of solid waste received, such as tires and sewer sludge.
- (iii) Establish separate Solid Waste Disposal Charges and allocations for Solid Waste received by it at transfer facilities owned by or leased to the District and for solid waste received by it from transfer facilities owned by counties and others delivering waste to the District.
- (iv) Take into account such other factors and may make such other decisions as it

in its discretion deems appropriate.

The allocation to the County for solid waste received by the District from the County during each 12-month period ending on a December 31 (a "Disposal Period"), together with all allocations to other counties and others with whom the District has contracted for the receipt of solid waste ("Contracting Sources") for the Fiscal Year that includes such December 31, shall equal the Annual Solid Waste Disposal Charges for such Fiscal Year (after deduction of any Solid Waste Disposal Charges budgeted to be received from noncontracting customers during such Fiscal Year).

(c) The District shall establish its budget for each Fiscal Year in accordance with Section 31-4907 of the Act. No later than each April 15, the District shall determine the projected amount of the County's Solid Waste Disposal Charges for the Disposal Period ending on the immediately following December 31 by any methodology adopted by the District and may base such determination upon the solid waste received by the District from the County and from other Contracting Sources in the immediately preceding Disposal Period. The County shall pay one-half of said projected Solid Waste Disposal Charges for such Disposal Period semiannually on the fourth Monday in January during such Disposal Period and the remaining one-half of said projected County Solid Waste Disposal Charges on the fourth Monday in July immediately following such Disposal Period.

(d) Within 30 days after the end of each Disposal Period, the aggregate County Solid Waste Disposal Charges for the solid waste that was received by the District from the County during such Disposal Period shall be determined by the District based on allocation of the Annual Solid Waste Disposal Charges (after deduction of any Solid Waste Disposal Charges received or budgeted to be received from noncontracting customers during the then current Fiscal Year) of the solid waste received from the County and the solid waste received from other Contracting Sources in such Disposal Period. In the event said aggregate County Solid Waste Disposal Charges

(i) are in excess of the projected County Solid Waste Disposal Charges paid by the County for such Disposal Period pursuant to the preceding paragraph (c), or

(ii) are less than the projected County Solid Waste Disposal Charges that have been paid by the County pursuant to the preceding paragraph (c),

the amount to be paid by the County during the immediately succeeding Fiscal Year shall be adjusted accordingly; provided that upon the termination of this Agreement pursuant to Section 1.02, the County shall pay any such excess County Solid Waste Disposal Charges, as appropriate, within 90 days after the termination of this Agreement.

(e) The District's determination of its budget, Solid Waste Disposal Charges, Annual Solid Waste Disposal Charges, the projected and actual County's Solid Waste Disposal Charges and other amounts related to this Agreement shall be binding upon the County.

(f) To the extent permitted by law, the County shall pay the District a delinquency charge on any Solid Waste Disposal Charges not paid when due pursuant to this Agreement, which delinquency charge shall be equal to the amount of said Solid Waste Disposal Charge due times a daily accrual charge for the number of days said Solid Waste Disposal Charge is

delinquent computed at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

(g) All Solid Waste Disposal Charges payable by the County shall be paid for the account of the District to _____ Bank, _____, Idaho (or another bank designated by the District in a written notice to the County) acting as a depository for District funds for payment for deposit into an account maintained by the District with said bank for the receipt of District funds.

(h) The County's obligations to pay Solid Waste Disposal Charges are in consideration for the receipt of solid waste delivered by the County to the District. The obligation of the County to pay Solid Waste Disposal Charges for solid waste received from the County by the District is absolute and unconditional without abatement, deduction, set-off, counterclaim, recoupment or defense, or any right of termination or cancellation. Nothing in this Section shall be construed as a waiver by the County of any rights or claims the County may have against the District under this Agreement or otherwise, but any recovery upon such rights or claims shall be had from the District separately.

Section 1.03. Covenants of the County.

(a) The County shall not acquire, construct or operate, or continue the operation of, any landfill site or any facility for the recovery of resources or the disposal of solid waste after a solid waste disposal or resource recovery facility of the District is operational unless agreed herein. The County shall take all actions necessary to require that all solid waste collected within the County be delivered to the District's Solid Waste Disposal or resource recovery site or sites.

(b) The County agrees to obtain, budget and appropriate sufficient funds from sources legally available to it, including but not limited to the sources set forth in Section 31-4404 of the Idaho Code, to pay the Solid Waste Disposal Charges under this Agreement.

ARTICLE II

EVENT OF DEFAULT AND REMEDIES

Section 2.01. Default by the County.

(a) If the County fails to pay any installment of the Landfill Closure Charge or any Solid Waste Disposal Charge when the same is due and such failure continues for 45 days after the District has given the County notice of such failure, the District may exercise any one or more of the following remedies:

(i) Refuse to accept any further solid waste from the County until such time as all installments of the Landfill Closure Charge due hereunder, all Solid Waste Disposal Charges due hereunder and any delinquency charges due hereunder have been paid in full.

(ii) Commence and pursue an action seeking payment for all sums due hereunder together with all costs of the District in prosecuting said action and pursuing remedies hereunder, including without limitation attorney's fees.

(iii) Take any other action at law or in equity to enforce the rights of the District under this Agreement.

(b) In the event the County shall fail to perform any of its other obligations hereunder and the County does not cure such failure within 30 days after the District has given the District written notice of such failure (or, if such failure cannot be cured during such 30-day period, such longer period as is acceptable to the District in its discretion), then the District may take any available action at law or in equity to enforce its rights hereunder.

Section 2.02. Default by the District.

In the event the District shall fail to perform any of its obligations hereunder and the District does not cure such failure within 30 days after the County has given the District written notice of such failure (or, if such failure cannot be cured during such 30-day period, such longer period as is acceptable to the District in its discretion), then the County may take any available action at law or in equity to enforce its rights hereunder.

ARTICLE III
REVENUE SHARING

Section 3.01 Payments.

Revenues generated by the operations of the Waste to Energy Conversion Facility shall be determined by the ratio between the revenue generated from all sources over expenses included debt and operating contract incentive payments. The annual budget shall reflect a goal of a net positive ratio of not less than 25% and not more than 30%. Revenues shall be shared as follows:

- a) Waste to Energy Conversion Facility host county sixty percent (60%)
- b) Back up landfill host county thirty percent (20%)
- c) Up to twenty percent (20%) to other participating counties

The revenues shall be paid within 45 days upon successful completion of the fiscal year.

ARTICLE IV
CONDITIONS

Section 4.01. Term.

This Agreement shall be effective for a term commencing with its execution and delivery by the parties hereto and ending on December 31, 2030, unless extended expressly by a written instrument executed by both parties hereto. The obligations of the County and the District to make any payments under Section 1.01(d) with respect to such Disposal Period shall survive expiration of the term of this Agreement.

Section 4.02. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

Section 4.03. No Personal Liability.

All liabilities of the parties under this Agreement are solely liabilities of the County and the District, and no commissioner, director, officer, employee or agent of the County or the District shall have any personal individual liability under this Agreement.

Section 4.04. Binding Effect.

This Agreement shall inure to and be binding upon the County and the District and their respective successors and assigns.

Section 4.05. Entire Agreement

This Agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 4.06. Amendments.

This Agreement may not be effectively amended, changed, modified, altered, or supplemented except with the written consent of both the County and the District. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

Section 4.07. Notices.

Any notices required or permitted under this Agreement shall be sufficient if same is duly mailed by registered or certified mail, postage prepaid, and addressed as follows:

(a) If to the County:

(b) If to the Eastern Idaho Regional Solid Waste District:

Section 4.08. Assignment.

(a) In the event of the dissolution of the District at any time during which that certain Ground Lease dated as _____, 2010, between the District and Jefferson County. (the "Lessor"), remains in effect, all of the rights of the District hereunder shall, without further action, be assigned to the Lessor or its successors or assigns, and the provisions contained in Addendum 1 attached hereto shall become immediately effective.

(b) In the event this Agreement is assigned as described in paragraph (a) of this Section, so long as the District's Waste to Energy Conversion Facility (the "Conversion Facilities") are thereafter operated by the Lessor or any of its subsequent successors or assigned and remain available for the receipt of the County's Solid Waste, the County shall remain obligated to deliver all solid waste collected within the County to the Conversion Facilities, to comply with the provisions of Section 1.03 hereof and to take all actions necessary to require that all solid waste collected within the County be delivered to the Conversion Facilities during the term of this Agreement.

(d) The County hereby acknowledges and consents to any assignment of the rights to the District in accordance with this Section 3.08 and acknowledges the County's continuing obligations in connection herewith.

(e) Except as expressly provided above, neither party hereto shall assign its rights hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

Eastern Idaho Regional Solid Waste District

By: _____

President

(SEAL)

ATTEST:

Secretary

Addendum 1
ALTERNATE PROVISIONS

Any assignee of the District pursuant to Section 4.08 and all of its subsequent assignees or successors (any such parties, an "Assignee" shall have the right, but not the obligation, to continue to operate the Disposal Facilities for the acceptance and processing of solid waste through the terms of this Agreement as set forth in Section 4.01.

During such time as the Disposal Facilities are being operated by an Assignee, the County shall pay to such Assignee its *pro rata* share of Annual Solid Waste Disposal Charges determined in a manner similar to that described in Section 1.02 if all references to the District in said Section are changed to refer to such Assignee. The Assignee's "costs and expenses for such Fiscal Year" may include without limitation:

1. Direct operating costs of the Disposal Facilities, including interest expense or imputed interest expense;
2. A reasonable overhead factor;
3. A reasonable profit factor;
4. Management fees, if a manager is engaged;
5. A reasonable capital component which amount may reflect any debt forgiveness, write-off or reclassification, invested capital, actual acquisition costs and amounts that would have been payable during such period had the Lease not been terminated.

If an Assignee shall determine to sell the Disposal Facilities or to lease the operation thereof to another entity or to engage outside management services, such Assignee shall do so by attempting to obtain at least three bids before executing a contract and shall otherwise evaluate alternatives for the operation of the Disposal Facilities in a commercial reasonable matter.