

SECOND AMENDED INTERLOCAL SOLID WASTE MANAGEMENT AGREEMENT

THIS AMENDED AGREEMENT is made and entered into by and among the undersigned political subdivision and the other political subdivisions, listed on Exhibit "A" hereto, whose governing bodies approve, by resolution, this Amended Agreement on or before November 5, 1993. WITNESSETH:

WHEREAS, the undersigned political subdivision has previously affiliated itself as a member of the "Northeast Nebraska Solid Waste Coalition", hereinafter referred to as "NNSWC"; and

WHEREAS, the members of the NNSWC have found it necessary to amend the existing interlocal agreement to provide a mechanism for utilization in allowing additional political subdivisions to join the NNSWC together with a need to amend certain provisions of the previously executed interlocal agreement;

WHEREAS, the members of the NNSWC are desirous of having a single document which describes the amended agreement of the parties and therefore the original Interlocal Agreement is superseded by this Amended Agreement;

WHEREAS, the members of the NNSWC for their common good are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act (§§13-801 to 13-827 R.R.S. 1943 (R.S.Supp., 1991)) as the same may from time to time be amended, for the purpose of providing solid waste management to their respective constituencies by the means of creating, building, and operating a solid waste disposal facility, more commonly referred to as a landfill; and

WHEREAS, the members of the NNSWC are in agreement for their joint and mutual benefit and to avoid any unnecessary risks associated with or liability for environment clean-up as a result of hazardous material contamination to ground water and/or other segments of the environment, as well as any post-closure risks or

liability for the same, that any solid waste disposal facility or landfill created, built, and operated as provided herein shall accept only solid wastes from the parties hereto or as approved by the governing board of the NNSWC subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the members of the NNSWC being parties hereto agree as follows:

1. The parties hereto agree pursuant to the provisions of the Nebraska Interlocal Cooperation Act (§§13-801 to 13-827 R.R.S. 1943 (R.S.Supp., 1991)) as the same may from time to time be amended, to create a joint entity to be known as the "Northeast Nebraska Solid Waste Coalition", hereinafter referred to as "NNSWC" which shall constitute a separate body politic. The NNSWC shall function as a local subdivision of government providing for solid waste management and disposal and functioning as a nonprofit agency, which shall be empowered to make all financial and policy decisions affecting the purpose for which it is created. Additional political subdivisions, or entities may seek to become parties to this Agreement and added as members to the NNSWC upon providing to NNSWC a letter of application which shall be considered by the NNSWC Board of Directors at the next NNSWC regular or special meeting of the Board of Directors following the receipt of the application. Upon receiving the approval of two-thirds (2/3) of the Directors named to the Board of Directors and upon the governing body of the political subdivision applying for membership authorizing the execution of this Agreement by Resolution and upon the execution of this Agreement, including any addendum, amendment or modification thereto, the political subdivision applying for membership shall become a member of the NNSWC; provided, however, any political subdivision or entity desiring to become a party to this Agreement shall be located within and serve constituents located within the State of Nebraska. The parties hereto further agree

and expressly understand that by becoming a party to this Agreement and a member of the NNSWC, any municipality, county, or other entity does not forgo or relinquish any of its rights to refuse to be the host municipality or host county for the solid waste disposal facility site. The parties agree that the host municipality or host county shall enter into a separate interlocal agreement with the NNSWC to be the host municipality or host county, which agreement shall specify the terms and conditions thereof to the mutual satisfaction of either the host municipality or host county and the NNSWC. The host agreement for a particular site with a host community or county may contain provisions that create further restrictions and agreements that are more restrictive than the provisions of this Agreement. The parties agree to comply with the terms of any such host Agreement and specifically agree to accept the terms of the host Agreement entered into with Stanton County dated November 4, 1993.

2. The NNSWC shall continue in existence and operation for the active life of the solid waste disposal facility and for thirty (30) years post-closure, the total existence not to exceed sixty (60) years without amendment of this Agreement.

3. The NNSWC shall be governed by a Board of Directors made up of one representative appointed by Resolution of the governing body of each of the parties to this Agreement and each party may name an alternate member to act and vote in the absence of the governing body's named representative. In the event that the NNSWC has selected a particular location for consideration in siting of a landfill or has an active operating landfill site or has a site that is in post-closure then there may be an additional Director or Directors representing the general location of the site being considered, site being operated or site in post-closure. The additional Director or Directors shall be selected pursuant to the terms of any existing host agreement or as otherwise authorized by the Board of Directors. The NNSWC shall have, through the exercise of its Board of Directors, those

responsibilities and powers set forth in the Nebraska Interlocal Cooperation Act (§§13-801 to 13-827 R.R.S. 1943 (R.S.Supp.,1991)), as the same may from time to time be amended, as well as the power to issue bonds and notes pursuant to §13-808 R.R.S. Neb. 1943, et. seq., and the power to enter into service agreements pursuant to §§13-2024 R.R.S. 1943 (R.R.S.Cumm.Supp. 1992). An executive committee of the Board of Directors shall be responsible for interim policy decisions, approval of reports of claims, and shall have such power, authority, and duties as the Board of Directors may from time to time delegate to it and shall be comprised of the following members:

- (1) A single representative from each county which is a party to this Agreement who shall represent the unincorporated population of such county;
- (2) A single representative from the three (3) largest municipalities which are parties to this Agreement;
- (3) A single representative from the largest municipality in each county which is a party to this Agreement, if said municipality is not already one of the three (3) largest municipalities as set forth in subparagraph (2) above; and
- (4) A single representative, which shall rotate annually, for all other municipalities within each county which is a party to this Agreement. Said municipalities shall meet prior to the annual budget meeting of the NNSWC and designate which municipality shall be the representative on the Executive Committee until the next annual budget meeting.
- (5) If a municipality other than any of those set forth above shall be the host for the solid waste disposal facility, a single representative from the host municipality shall be a permanent member of the executive committee of the Board of Directors.

4. The purpose of the NNSWC is to create, build, and operate a solid waste disposal facility, if economically feasible, for the citizens who are constituents of the parties hereto. Parties who associate with the NNSWC may withdraw from the NNSWC, without incurring any liability whatsoever as set forth in Paragraph 13 of this Agreement, if said withdrawal is made prior to the issuance of any bonded indebtedness issued by the NNSWC necessary to accomplish the purposes of this Agreement. Powers and responsibilities of the NNSWC shall include, but not be limited to the following:

- (A) Set budgets and rates ("user fees") and to provide for a system of budgeting, accounting, auditing and reporting of all NNSWC funds and transactions, for a depository, and for the bonding of employees and officials;
- (B) Establish solid waste disposal facility use rules and regulations for the NNSWC facility, including those prohibiting various types of wastes;
- (C) Establish goals and/or mandates regarding waste reduction, reuse, and recycling;
- (D) Contract for the design, development, and construction of a publicly owned and publicly operated solid waste disposal facility, and all such contracts shall be competitively bid;
- (E) Manage and review solid waste disposal facility operations;
- (F) Organize efforts to keep the general public informed of desired solid waste facility operations and procedures, and making the public aware of potential problems and concerns;
- (G) Address questions and concerns of the general public;
- (H) Make application for any permits or licenses required by regulating agencies;

- (I) See that the solid waste disposal facility operating personnel are kept abreast of latest developments and concerns regarding the solid waste disposal facility;
- (J) Employ such personnel as are needed to carry out the objectives of the NNSWC, fix their compensation, benefits, enact personnel rules and regulations, and terminate their employment;
- (K) Adopt By-Laws and standard operating procedures regarding the organization and operation of the NNSWC;
- (L) Make application for and receive grants related to the solid waste management purposes for which the NNSWC was formed;
- (M) Borrow funds as necessary;
- (N) To contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, rate specialists, and others found necessary or useful and convenient to the stated purposes of the NNSWC;
- (O) To sue and be sued;
- (P) To purchase, plan, develop, construct, equip, maintain, and improve facilities and systems for use in solid waste management and lease or acquire land in fee by gift, grant, purchase or condemnation, as necessary for the construction and operation of such a facility or system;
- (Q) To acquire, hold, use and dispose of the reserves derived from the operation of solid waste management facilities and systems and other moneys of the NNSWC;
- (R) To acquire, hold, use and dispose of other personal property for the purposes of the NNSWC; and
- (S) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the NNSWC.

5. The NNSWC shall be funded by the revenues derived from the rates ("user fees") set by the NNSWC Board of Directors for solid waste disposed by and from the parties hereto and in accordance with the provisions set forth by the Board. NO PROPERTY TAX SHALL BE LEVIED FOR ANY COST RELATED TO THE CREATION, BUILDING, OR OPERATION OF THE SOLID WASTE DISPOSAL FACILITY provided, however, that (1) in the event that funds derived from "user fees" are insufficient to service debt of the NNSWC, then and in that event the individual members of the NNSWC shall be assessed (which assessment may be provided for in any service agreement with each such member) on a per-capita basis on the basis of the entire population of the members of the NNSWC as determined by the most recent decennial census which assessment shall be paid by revenues derived from local property taxes or other local revenue sources; and (2) in the event of a request from the NNSWC Board of Directors for the members' assistance in meeting state or federal financial assurance requirements of NNSWC for closure, post-closure care or for corrective action, then and in that event the members shall participate in the Local Government Financial Test, the Local Government Guarantee, a State-Approved Mechanism, or in any combination of these financial assurance mechanisms as requested by the NNSWC Board of Directors, on a per-capita basis on the basis of the entire population of the members of the NNSWC as determined by the most recent decennial census. The NNSWC, prior to approving its annual budget and setting of rates, shall conduct a "town hall" meeting annually in each one of the three (3) largest municipalities who are parties to this Agreement for the purpose of reviewing said budget and proposed rates. The rates charged by the NNSWC shall be uniform for all municipalities and counties for disposal costs at the gate of said facility based on the tonnage or volume of waste. Rates charged by the parties hereto to their constituents for collection and transfer to the solid

waste disposal facility shall be the function and responsibility of each of the said parties hereto.

6. The parties hereto agree to: (1) pass appropriate ordinances or resolutions requiring their citizens to manage their solid wastes in compliance with the policies of the NNSWC; (2) where legally authorized by law to do so, to require the disposal of said wastes only through a transfer station approved by NNSWC; and (3) incorporate the rates for solid waste disposal as set annually by the NNSWC Board of Directors into any rate charged to their respective constituents.

7. The NNSWC shall set the standards of and for the solid waste it shall accept both at the network of transfer stations and the solid waste disposal facility. Said standards shall be in compliance with the rules and regulations as adopted by the United States Congress, Nebraska State Legislature, the Environmental Protection Agency (EPA), and/or the Nebraska Department of Environmental Quality (DEQ), as the same may from time to time be adopted or amended.

8. The parties hereto agree that the solid waste disposal rates shall be approved annually by the NNSWC Board of Directors, based on an engineering study from a qualified engineering firm, and shall be calculated to fund all capital, debt service, operating, closure, post-closure, financial assurance, and self-funded insurance costs.

9. The parties hereto further agree to assure quality control at the solid waste disposal facility, that the transfer station(s) and hauling function(s) shall not be owned and operated by the same entity, or different entities owned or controlled by the same person or persons, firm, partnership, or corporation, unless the specific party hereto shall have made adequate provisions for the inspection of the transfer station. Notwithstanding the previous provisions, nothing contained in this paragraph shall be deemed to prohibit any party hereto from providing both the hauling and transfer station functions itself.

10. Any party to this Agreement which does not agree with the rates established by the NNSWC Board of Directors shall be allowed to challenge the reasonableness of said rate in the District Court of the county having jurisdiction over the aggrieved party within thirty (30) days after the NNSWC Board of Directors establishes its annual rates as provided herein.

11. The parties hereto are hereby authorized and encouraged to establish by separate Interlocal Agreement relationships with other parties hereto to provide for the most economically feasible location and development of their own transfer stations, including but not limited to the transfer station's capitalization, debt service, operation and maintenance, and related capital and operating reserve costs required to transport their waste to the solid waste disposal facility.

12. The parties hereto further agree to assure quality control and minimize potential exposure to ground water, other segments of the environment, and post-closure liability, that the solid waste disposal facility shall not accept any waste which has not been first routed through a transfer station approved by and operated in accordance with the criteria established by the NNSWC. Transfer station operators shall be required to keep exacting records of the tonnage and volume of waste they initially receive, what is diverted, reused or recycled, what is sorted out as hazardous material, what is sorted out as required by the NNSWC, and the tonnage or volume approved for transfer to the solid waste disposal facility.

13. The parties hereto shall remain parties to this Agreement, except as provided in Paragraph 4 of this Agreement, for the duration of the amortization schedule of all revenue bond issues and until the required post-closure care and any required corrective action has been completed. In the event any party hereto desires to withdraw from this Agreement, said party shall forfeit any future opportunities for self-insurance reimbursement from the funds established for this purpose, but shall remain

responsible for any assessments or any financial assurance mechanism participation as requested, directed or agreed under the provisions of Paragraph 5 of this Agreement. Any member seeking to withdraw from membership in the NNSWC shall file in the office of the NNSWC a certified copy of the resolution of the member's governing body approving withdrawal. The withdrawal shall be effective upon such filing.

14. Any refund of post-closure self-funded insurance funds shall be redistributed to the parties hereto on the basis of their pro-rata share of the volume of waste delivered to the solid waste disposal facility on the basis of either a per ton or a per cubic yard of volume, which basis shall be determined by the Board of Directors.

15. Any party to this Agreement shall have the right to conduct an inspection of the solid waste disposal facility at any time.

16. The parties hereto further agree that the host municipality, host county, or any municipality or coalition of municipalities comprising ten percent (10%) of the total population of the NNSWC as determined by the latest decennial census, shall have the right of veto over any policy decisions established by the other parties to this Agreement. Such vetoes can be over ridden by super-majority of the parties to this Agreement comprising two-thirds (2/3) of the population of the entire NNSWC as determined by the last decennial census. Nothing contained in this paragraph shall in any way prohibit any party to this Agreement from exercising any remedy available to it in law or in equity. No veto under this paragraph 16 shall be effective unless exercised in writing within fifteen (15) days of the adoption of the policy or measure vetoed. No override of a veto shall be effective unless the vote the parties providing for such override occurs within thirty (30) days after the NNSWC has received notice of such veto.

17. The NNSWC may be dissolved only by the adoption of resolutions approving such action by the governing body of each member, provided that the NNSWC may not be dissolved until all outstanding bonds, notes, service agreements or other contractual obligations and legal claims shall have been satisfied in full. Upon dissolution of the NNSWC, each member shall become the owner of a fractional undivided interest in all remaining assets of the NNSWC. Each member's undivided fractional interest in such assets shall be determined in accordance with that fraction which is produced, based upon the most recent decennial census, by dividing the population of each member by the entire population of all members of the NNSWC.

18. The title to all property, personal or real, owned by the NNSWC shall be held in the name of the NNSWC. All conveyances of real property owned or held in the name of the NNSWC shall be authorized by resolution of the Board and executed by the Chairperson or Vice Chairperson on behalf of the NNSWC.

19. Each party to this Agreement shall execute duplicate copies of this Agreement and provide one executed copy to the NNSWC. The parties agree that the separately executed copies of this Agreement which shall constitute the Amended Interlocal Agreement of the NNSWC shall be given full force and effect.

20. Each member shall provide to the NNSWC a certified copy of the resolution of the governing body of the member approving this Agreement and a certified copy of the resolution appointing said members representative to the board of directors, said resolutions being effective upon their filing with the NNSWC.

21. This Agreement may be amended upon approving resolutions adopted by the governing body of each member. A certified copy of each approving resolution shall be submitted to and kept on file at the NNSWC office.

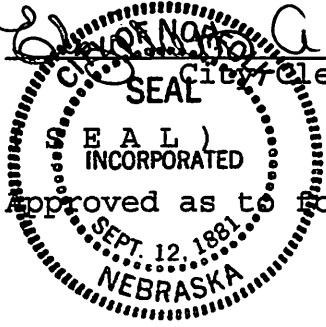
IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate this 20th day of June, 1994.

CITY OF NORFOLK, NEBRASKA, a
Municipal Corporation,

ATTEST:

Harley Pector
Mayor

Edward A. Deck
City Clerk



Approved as to form: Christ G. Lumbert
City Attorney

MEMBERS OF THE
NORTHEAST NEBRASKA SOLID WASTE COALITION

- (1) City of Battle Creek, Nebraska
- (2) Burt County, Nebraska
- (3) Village of Craig, Nebraska
- (4) Dodge County, Nebraska
- (5) City of Fremont, Nebraska
- (6) City of Hooper, Nebraska
- (7) Village of Hoskins, Nebraska
- (8) Village of Inglewood, Nebraska
- (9) City of Madison, Nebraska
- (10) Madison County, Nebraska
- (11) Village of Meadow Grove, Nebraska
- (12) City of Norfolk, Nebraska
- (13) City of Oakland, Nebraska
- (14) Village of Pilger, Nebraska
- (15) City of Stanton, Nebraska
- (16) Stanton County, Nebraska
- (17) Village of Uehling, Nebraska

EXHIBIT "A"