

C. Pursuant to NMSA 1978, §§ 3-48-1 through 3-48-7, the Village of Questa, the Town of Red River, the Village of Taos Ski Valley, the Village of Eagle Nest, have statutory authority to dispose of solid waste and to operate a solid waste facility;

D. It is in the best interests of the citizens of the Town, the County, the Village of Questa, the Town of Red River, the Village of Taos Ski Valley, the Village of Eagle Nest to jointly undertake to exercise their statutory authority to dispose of solid waste and therefore address deleterious effects on the public health of unmanaged solid waste, and also provide a more efficient and cost-effective means of solid waste disposal for the citizens of the Parties;

E. Under the authority of the "Joint Powers Agreement for the Establishment of the Taos Regional Landfill Board and the Financing of the Taos Regional Landfill," adopted in November of 2000, rescinded and terminated herein, the Parties purchased, permitted, constructed, operated and maintained a solid waste landfill in Taos County, New Mexico (hereinafter referred to as "the Facility") pursuant to the New Mexico Solid Waste Act, NMSA 1978, § 74-9-1 *et seq.*, regulations of the Solid Waste Division of the New Mexico Environment Department found at 20.9.2 NMAC *et seq.*, and established a solid waste management entity to establish the Facility, to plan for future operation of the Facility, and provide for the day-to-day operation of the Facility, its maintenance and operation, including expansion and eventual closure; and

F. Each of the Parties hereto is a "public agency" as that phrase is defined in the JPA Act and is authorized to enter into this Agreement by applicable law, and the parties desire to update, amend, terminate, correct and rescind the November, 2000 Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for such other and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.01 Agency. "Agency" means the entity created by this Joint Powers Agreement, called the Taos Regional Landfill Agency;

1.02 Board. "Board" or "Board of Directors" means the Board of Directors of the Taos Regional Landfill Agency;

1.03 Facility. "Facility" or "the Facility" shall mean the property comprising the Taos Regional Landfill, a facility which holds a permit for solid waste disposal issued by the New Mexico Environment Department and described on Exhibit A hereto;

1.04 Fiscal Agent. "Fiscal Agent" shall mean the Town of Taos; and

1.05 Party, Parties. "Party" or "Parties" shall mean the Town of Taos, the County of Taos, the Village of Questa, the Town of Red River, the Village of Taos Ski Valley, and the Village of Eagle Nest. A county or municipality may join as a party by written amendment to this Agreement so long as the county or municipality has authority to dispose of solid waste and is otherwise capable of contracting with the parties herein under the JPA Act.

2. The Taos Landfill Agency.

2.01 Establishment. The Parties establish the Taos Landfill Agency (hereinafter referred to as "the Agency") and delegate to the Agency authority to plan, operate, construct, maintain, repair, replace, expand, or close the Facility as set forth herein. The Agency shall be a public entity separate from the parties to this Agreement.

2.02 Board of Directors. The Agency shall be managed by a Board of Directors (hereinafter referred to as "the Board"), comprised as follows:

(a) Each Party shall appoint one member (hereinafter "Director") to serve on the Board of Directors of the Agency;

(b) Each Director assigned to represent a Party on the Board of the Agency shall be a member of the governing body, board of county commissioners, or mayor of the relevant Party or the manager or administrator, or other appointed designee of a Party;

(c) A Director shall serve for such period as may be determined by the relevant Party;

(d) Each Party may appoint an Alternate Director to serve when the appointed Director is unavailable who shall be a member of the governing body, board of county commissioners, or mayor of the relevant Party or the manager or administrator, or other appointed designee of a Party. Alternate Directors shall serve and act in the absence or incapacity of the Director for whom they are alternate and, when so acting, shall have all the powers, duties, authority and responsibilities of the appointed Director; provided, however, an alternate Director shall not assume the office of Chair or Vice-Chair. Alternate Directors may attend all meetings of the Board and may participate in the discussion but may only vote only in the case of absence or incapacity of the appointed Director, as described herein;

(e) The Board shall elect a Chair, a Vice-Chair, and appoint a Clerk (or appoint staff of the Fiscal Agent to perform the function of the Clerk) for the purposes of holding meetings, conducting business, and executing documents as required. The Chair shall preside over all meetings of the Board, shall execute documents approved by the Board or within the scope of the Chair's authority as designated by the Board (either generally as a class, or

specifically), and shall otherwise represent the Board as authorized by the Board (again, generally as a class, or specifically);

(f) Directors shall not receive a salary or other compensation for their service on the Board. A Director may receive mileage and reimbursement pursuant to the New Mexico Per Diem and Mileage Act and Rules and Regulations of the Department of Finance and Administration promulgated thereunder and revised from time to time, but may receive such reimbursement only from the Party appointing the Director.

2.03 Powers of the Board. The Parties delegate the following powers and authority to the Agency and the Board, as the managing authority to the Agency, subject to the following limitations:

(a) The Board shall have the power and authority to take all actions necessary and proper for the lawful and efficient operation, maintenance and ultimate closure of the Facility;

(b) The Board shall have the power and authority to adopt and implement rules and procedures with respect to the operation of the Agency, the Board and the Facility;

(c) The Board shall have power and authority to recommend to the Parties and implement, as appropriate, long range plans for the continued existence of a regional solid waste landfill after closure of the Facility;

(d) The Board shall have the power and authority to develop and recommend for adoption an annual budget for the Agency, which budget shall be finalized only after a public hearing. If, for any reason, the Agency fails to have an approved annual budget in place for a fiscal year as of the first day of that fiscal year, the annual budget for the prior fiscal

year shall be effective for the subsequent fiscal year until such time as an annual budget is adopted and approved for that subsequent fiscal year;

(e) The Board shall have authority to operate, maintain, repair, replace, expand, and close (as appropriate) the Facility in conformity with the relevant, adopted annual budget, which authority shall include, without limitation, authority to employ personnel, enter into contracts, amend, restate, modify or rescind applications and other documents filed with respect to the Facility with a public agency or entity, and perform any other function necessary for, and incidental to, the operation, maintenance, repair, replacement, expansion, and closure of the Facility; provided, however, that the Facility shall not be expanded or closed, and no actions with respect to the expansion or closure of the Facility shall be taken without the prior written approval of each of the governing bodies of the Parties hereto;

(f) The Board shall have authority to receive grants and other financial assistance and to contract for the same from private and public sources, including State and federal agencies, institutions and entities, and from the Parties hereto; provided, however, that the Agency shall not obligate itself on a loan or purport to encumber any of the Agency's or the Facility's property;

(g) The Board shall be empowered to acquire, purchase, and contract for items and services in furtherance of its responsibilities hereunder;

(h) The Board shall be empowered to adopt revenue bond ordinances in accordance with NMSA 1978, § 3-31-1 *et seq.* and § 4-62-1 *et seq.*;

(i) The Board shall have the power and authority to establish fees for disposal of solid waste in the Facility, which fees shall take into account the costs of operation,

the need to acquire capital improvements in furtherance of landfill operations, and landfill closure; and

(j) The Board shall have authority to transfer accumulated post-closure funds to the Fiscal Agent upon closure of the Facility and termination of this Agreement for post-closure activities required by the permit.

2.04 Meetings of the Board. The Board shall have at least one regularly scheduled meeting each calendar quarter, unless more or less frequent meetings are desired or deemed necessary by the Board. The Board shall, during its first meeting of each calendar year, adopt a resolution pursuant to the Open Meetings Act that establishes a regular schedule of meetings for the upcoming calendar year and which may provide for special and emergency meetings of the Board, and which describes the notice required for each regular, special and emergency meeting of the Board. A quorum of members of the Board shall be required to conduct a meeting as described herein; a quorum consists of a majority of all Board members. Action at meetings of the Board shall be accomplished by vote; each Director shall have one vote. A simple majority of a quorum of the Board at a duly called meeting of the Board shall be sufficient to take formal action on items before the Board, except those matters on which more than a majority of a quorum is necessary. All actions or decisions of the Board shall be documented in the minutes and, as necessary, by resolution of the Board. If the Board reaches a tie on a matter and all members of the Board are not present, the matter shall be carried over to a subsequent meeting for vote only. At any time prior to the subsequent meeting, the Board may convene a special or emergency meeting of the Board, as appropriate, for purposes of resolving the issue that resulted in the tie vote. But if a tie results from the incapacity of a Board member

through conflict of interest or otherwise, and a future meeting will not result in additional members being present and capable of voting, a tie results in a denial of the motion.

3. The Facility.

3.01 Unless otherwise determined by the Board, with the prior approval and consent of the Parties hereto, only solid waste that meets the criteria for disposal specified in the permit under which the Facility operates may be accepted and disposed of in the Taos Regional Landfill.

3.02 If desired by the Board, the Agency may apply for changes to the permit to accept solid waste that may be disposed of consistent with the physical construction of the relevant cell or cells.

3.03 The Facility shall accept waste deliveries only during the hours and under the conditions specified in its Permit and at such hours as are sufficient to accept waste generated by the Parties as contemplated herein, including without limitation acceptance of waste deliveries from 9:00 a.m. until 4:00 p.m. Monday through Friday, and 10 a.m. until 4 p.m. Saturday, except legal holidays and other designated days, unless other hours are specified by the Board.

4. Funding.

4.01 Start-Up Costs. [Reserved]

4.02 Except as otherwise provided herein, the Authority shall be self-funded through revenue generated from solid waste disposal at the Facility.

4.03 The Board shall adopt and revise from time-to-time a schedule of tipping fees for disposal of solid waste at the Facility. Tipping fees shall be based on the weight of solid waste disposed of at the Facility and a rate established for each class of solid waste. The rate for each unit of weight of solid waste shall be established through a rate study commissioned by the Board from time-to-time which takes into account the cost and expense of operation, capital

replacement, closure and post-closure monitoring of the Facility. Rate studies, or an update thereto, shall be performed from time-to-time but not less frequently than once every five years. Tipping fees shall at all times be just and reasonable. Tipping fees may be organized into classes of fees, such as residential, commercial and industrial. A different rate may be established for the Parties hereto as opposed to customers of the Facility so long as the fees are just and reasonable. A cost of living adjustment may be adopted by the Board from time to time to ensure that rates keep pace with the rate of inflation.

4.04. The annual budget of the Agency shall be developed from the previous years' revenue from tipping fees, revenue received from sale of pit run, base course and fill dirt, and expenditures and payments on debt, adjusted for inflation as necessary, containing a 1/12 reserve as required by Law, and adjusted as necessary to address costs not in the previous years' budget. The annual budget of the Agency shall include capital replacement funds for equipment replacement, for landfill cell replacement and for closure.

4.05 Without express written consent of each of the parties hereto, the Board shall limit its annual budget to expected revenue from tipping fees and other revenue.

4.06 If, for any reason, the budgeted revenue is insufficient to pay the costs associated with the Agency's operations, debt service, and capital improvements, the Board shall promptly notify the Parties; the Parties shall immediately confer and take steps as may be reasonable and prudent under the existing circumstances to ensure that the shortfall is not permitted to impair the operation, integrity, permitting or creditworthiness of the Agency.

4.07 The Board shall have authority to apply for loans from the New Mexico Finance Authority to finance necessary capital expenditures at the Facility, such as construction of new cells, drainage management, equipment and closure. Loans outstanding as of the date of

adoption of this Amended and Restated Joint Powers Agreement are hereby ratified; revenue pledged against the repayment of said loans and collateral pledged as security for the issuance of loans shall remain in force and enforceable as provided in the loan documents.

4.08 Funds required for the development, operation, closure and post-closure of the Facility may be raised by the Agency through the issuance of revenue bonds as authorized by NMSA 1978, § 3-31-1 *et seq.* and § 4-62-1 *et seq.*, or any successor or replacement statutes. Revenue bonds shall be issued pursuant to an ordinance adopted by the Board in accordance with the most restrictive procedures established by State Law for adopting revenue bond ordinances by the Parties. Bonds outstanding as of the date of adoption of this Amended and Restated Joint Powers Agreement are hereby ratified; revenue pledged against the repayment of said bonds and collateral pledged as security for the issuance of bonds shall remain in force and enforceable as provided in the bond ordinance.

4.09 Any debts of the Agency shall not be debts of the parties hereto. Nothing in this Agreement is to be construed as permitting the creation of a debt, creating an obligation or debt of any Party hereto, which is or may be deemed a violation of New Mexico Law.

4.10 The Agency shall be strictly accountable for all receipts and disbursements by the Agency.

5. Staff.

5.01 The Board shall employ staff deemed necessary to operate the Facility consistent with the permit, and the operating requirements established by the Board and the New Mexico Environment Department.

5.02 All such staff shall be employed in the first instance by the Fiscal Agent, and shall be subject to the Fiscal Agent's personnel rules and procedures.

5.03. The salary of, and any employment-related benefits for staff of the Agency, or a portion thereof in the case of staff that is assigned on a part-time basis to the Facility, shall be included in the annual budget of the Agency and will be paid, or provided for, by the Agency.

5.04 Staff shall include properly certified landfill operators under regulations of the New Mexico Environment Department, or uncertified staff that is required to obtain necessary certification within twelve months of beginning employment.

5.05 A person shall be employed by the Board to be the Superintendent or Director of the Agency. The Superintendent or Director shall be the chief operating officer of the Agency and shall be responsible for all matters delegated by the Board.

5.06 The Superintendent or Director shall be employed by the Fiscal Agent pursuant to the personnel policies of the Fiscal Agent. The salary of, and any employment-related benefits for the Superintendent, or a portion thereof, shall be included in the annual budget of the Agency and will be paid, or provided for, by the Agency. In the event that the Superintendent is absent, ill, or otherwise unable to fulfil the duties of Superintendent for a protracted period of time, the Board may select a person employed by the Fiscal Agent to perform the duties of the Superintendent on an interim basis.

5.07 Duties of the Superintendent or Director. The duties of the Superintendent or Director shall include, without limitation:

(a) management and supervision of the Agency and the Facility in accordance with the adopted annual budget in compliance with applicable laws, rules and regulations, including the conditions imposed under the applicable NMED permit for the Facility;

(b) serving as administrative staff to the Board;

(c) preparation of a draft annual Budget for presentation and approval of the Board;

(d) supervising employees assigned to the Facility;

(e) hiring, managing, disciplining and terminating such personnel as may be required or appropriate to operate and maintain the Agency and Facility, consistent with the adopted annual budget of the Board, and consistent with the conditions imposed under the applicable NMED permit for the Facility and the personnel policies of the Fiscal Agent;

(f) negotiate, execute, and deliver contracts, purchase orders, instruments and other documents in furtherance of the operations of the Agency and Facility, subject to the adopted annual budget and all applicable laws, rules and regulations, including the conditions imposed under the applicable NMED permits for the Facility; and

(g) ensure compliance by the Agency and Facility with all applicable Laws, rules and regulations, including the conditions imposed under the applicable NMED permit for the Facility.

6. Property.

6.01 The Facility is located on real property owned by the Agency and donated to the Agency by the Town. The property of the Facility is described on Exhibit B. Upon closure of the Facility and termination of this Agreement, the property comprising the Facility shall be transferred to the Town. The Agency shall have no authority to transfer the Facility other than the Town as provided in the preceding sentence.

6.02 The Fiscal Agent shall maintain detailed records of real and personal property owned by the Agency, as required by Law.

6.03 In accordance with its approved annual budget, the Agency may acquire real property and personal property to implement this Agreement and to operate the Facility. Title to all real and personal property so acquired shall vest in the Agency. The Agency shall not have authority to dispose of real property owned by the Agency.

6.04 The Agency may acquire real property and personal property from a Party hereto. A Party shall take all actions and shall execute and deliver all such agreements, instruments, and other documents as may be necessary or appropriate to transfer title to such property to the Agency, subject to reversion in favor of the donating Party upon termination of this Agreement. The Agency shall not have authority to dispose of real property donated by a Party. The Agency shall have authority to dispose of personal property from time-to-time when it becomes obsolete, worn-out or unusable in the manner provided by Law.

6.05 Upon termination of this Agreement or the conclusion of closure and post-closure activities for the Facility, whichever occurs last, and subject to the terms of any agreement continuing the operation of a regional solid waste facility at a different site, the Parties delegate to the Board the power and authority to cause the sale of all Agency property, other than the Facility (unless such sale is pursuant to a termination of this Agreement occasioned by the sale of the Facility and its operations), and shall use the proceeds of such sale to wind up the Agency's operations and affairs. Any sale proceeds remaining after the winding up of the Agency's operations and affairs, less the amounts designated for post-closure activities, shall be paid to the Parties in the proportion each Party contributed to the original acquisition cost of the Facility, unless a Party failed to make required payments for waste disposal at the Facility, in which case payment of sale proceeds shall be adjusted accordingly. The Board may, in its sole

judgment and discretion, make in-kind distributions to the parties in lieu of effecting a property sale and distributing the proceeds.

7. Permit.

7.01 The Facility shall at all times be properly permitted through the New Mexico Environment Department to collect and dispose of waste at the Facility.

7.02 The Facility and the Agency shall at all times comply with all applicable laws, rules and regulations, and this Agreement.

7.03 The Agency may from time to time make modifications of its permit as needed. The costs of such permit modification shall be borne by the Agency or, by agreement of the Parties, by the Parties in proportion to the tonnage of waste each Party deposited at the Facility in the preceding three fiscal years.

7.04 The Agency shall have the authority to contract with an engineering firm or firms to assist with the permitting of the Facility, to provide for required groundwater testing, leachate collection and testing, methane testing or to respond to technical inquiries of NMED.

8. Closure.

8.01 The Agency shall keep and maintain in place a closure fund or bond to fund final closure of the Facility at the end of its useful life, post-closure care of the Facility, phase I and phase II assessments or corrective action ("closure costs") as required by the Facility permit. The amount of the closure fund shall be established by a reputable engineering firm familiar with the cost of final closure of the Facility; the Agency shall accumulate funds until the amount established for closure and post-closure is accumulated. The Agency shall periodically review the amount of the cost of final closure and post-closure activities of the Facility; if the amount in the closure fund is found during such review to be inadequate, the Agency shall accumulate funds until the amount established in the revised amount required for closure and post-closure is accumulated. If the amount required cannot be accumulated within four (4) years, the Fiscal

Agent may apply the Local Government Financial Test to meet the permit requirement that closure funds be fully accumulated within four (4) years of permit issuance.

8.02 The Agency shall keep and maintain in place a fund to pay for new cells when needed. The amount needed for construction of at least one new cell shall be established by a reputable engineering firm familiar with the costs of constructing a new cell at the Facility; the Agency shall accumulate funds until the amount established is accumulated.

8.03 The Fiscal Agent shall hold the closure and post-closure funds and the funds to pay for new cells in separate interest-bearing accounts and shall provide periodic reports to the Board concerning the amounts in each fund.

8.04. Upon closure, the Board shall transfer post closure funds to the Town for post closure activities.

8.05. In the event the Facility permit is amended and the cost of closure is increased, the Agency shall accumulate funds as described in this section until the funds to close the Facility and to accomplish post-closure activities are accumulated as required in the permit.

9. Prior Agreements.

9.01 The "Joint Powers Agreement for the Establishment of the Taos Regional Landfill Board and the Financing of the Taos Regional Landfill, dated November, 2000, is hereby rescinded and terminated.

9.02 Any previous agreement, contracts or understandings with respect to the Facility, of whatever form and nature and whether oral or written, are also hereby terminated.

10. Fiscal Agent.

10.01 The Town of Taos shall be the fiscal agent for the Agency and, as such, shall implement the budget of the Board, and shall be responsible for all of the following:

- (a) monthly billing and collection from the Parties, customers and contractors for waste delivered and accepted at the Facility;
- (b) keeping accurate and complete records concerning the disposal of waste at the Facility by each Party;
- (c) managing and accounting for the revenue and expenditures of the Board, for procurement pursuant to the New Mexico Procurement Code according to the Town's Procurement Regulations and the New Mexico Procurement Code;
- (d) accounting on behalf of the Agency;
- (e) issuing and paying invoices;
- (f) executing and soliciting contracts on behalf of the Agency as directed by the Agency;
- (g) performing an annual audit pursuant to Law;
- (h) investing funds of the Agency on deposit pursuant to Law;
- (i) keeping reserves on deposit according to Law;
- (j) employing employees of the Agency who shall be subject to the Town's personnel policies and ordinances and deducting the costs of such employees from the Agency's accounts as provided herein;
- (k) providing necessary legal and other professional services to the Board;
- (l) providing insurance for the Facility;
- (m) keeping in force, amending and maintaining the permit of the Facility; and
- (n) providing post closure activities that are required by the Facility permit following closure of the Facility.

10.02 Expenditures made by the Town as fiscal agent shall be debited to the account of the Agency. Revenue received by the Facility as tipping fees shall be credited to the Agency.

10.03 The Fiscal Agent shall invoice each Party for waste deposited at the Facility, monthly. Each Party shall pay the invoice promptly, within thirty (30) days of receipt. Tipping fees shall adopted developed by the Board.

10.04 The Town shall be entitled to collect a five percent (5%) administrative fee of the budget approved by the Board for performing the duties of Fiscal Agent. The administrative fee shall be in addition to the reimbursement for Town employees serving as staff to the Agency.

11. Insurance.

11.1 The Board shall budget for and the Fiscal Agent shall provide and maintain insurance during the Term in the minimum amounts and under the conditions set forth in Exhibit C, attached hereto and incorporated herein by reference. The Board shall provide each Party annually with a certificate of insurance certifying such coverage and certifying compliance with the following requirements. The certificate shall state that the coverage shall not be canceled except upon thirty (30) days written notice. In the event the insurance coverage required by this Agreement is not reasonably available, the Fiscal Agent, in its reasonable judgment, may accept any form of financial security in lieu of such insurance coverage and upon such terms as it determines to be the substantial equivalent of such coverage or bond.

11.2 The Board, through the Fiscal Agent, shall maintain environmental impairment insurance, if reasonably available, which shall cover all claims arising from or related to harm or threat of harm to the environment, whether or not such harm may relate to

public or private property, or to the public health or personal injury, and shall include among covered claims those claims for actual injury to persons or property, as well as those claims for the cost of preventing such injury, including claims which seek to compel the Agency or any Party to undertake such cost for preventing such injury. The costs of such insurance shall be borne by the Agency and shall be included in the annual budget. Such insurance shall be maintained throughout the term of this agreement. The Fiscal Agent shall annually provide the parties with a certificate of insurance certifying such coverage and certifying compliance with this agreement. The coverage shall not be canceled except upon thirty (30) days' notice and each Party shall be named as an additional insured on such policy. The policy shall expressly provide that the insurer waives all claims of subrogation against the Parties for payment under the policy. The Board may, in its sole discretion, accept as sufficient a policy which provides some, but not all, of the coverage terms or amounts required by this provision, if the coverage required is not reasonably available. The mandatory minimum amount of coverage shall be One Million Dollars (\$1,000,000), combined single limits.

12. Rate study.

12.01 The rate for each unit of weight of solid waste deposited at the Facility shall be developed through a rate study commissioned by the Board from time-to-time which takes into account the cost and expense of operation, capital replacement, and closure of the Facility and post-closure requirements. Rate studies shall be performed from time-to-time but not less frequently than once every five years.

12.02 Tipping fees shall be based on the weight of solid waste disposed of at the Facility and a rate established for each class of solid waste. Tipping fees shall at all times be just and reasonable.

12.03 Tipping fees may be organized into classes of fees, such as residential, commercial and industrial. A different rate may be established for the Parties hereto as opposed to customers of the Facility so long as adequate funds to meet the obligations under this Agreement are collected, and so long as the rates are just and reasonable.

12.04 A cost of living adjustment may be adopted by the Board from time-to-time in conjunction with its establishment of fees to ensure that rates keep pace with the rate of inflation.

12.05 The Board shall establish and amend tipping fees from time-to-time according to the recommendations of the rate study.

12.06 The rate study shall consider all costs associated with the Facility, including, but not limited to, service levels, collection technologies, fleet maintenance practices, fleet replacement strategies, financing, and closure and post-closure activities. The rate study shall contain clearly defined goals and objectives, shall include an evaluation of the agency's operating budget through examination of each budget line item and assumptions of future operating conditions and costs, a revenue sufficiency analysis that identifies the amount, timing, and financing source for required capital investments noted in the agency's long-term capital improvements plan, an analysis of the current customer rate structures and development of alternative recommendations on rate modifications, closure costs.

13. Records.

13.01 The Agency shall maintain records of all deliveries of solid waste to the Facility, including the weight of solid waste brought to the Facility by each Party, the name and address of non-Party haulers, and the name and address of persons depositing solid waste at the Facility and, with respect to all deliveries, the source, kind, and weight of the solid waste

received, and such other records that the permit requires. These records will be maintained by the Agency for at least five (5) years and will be made available to authorized representatives of each Party for inspection upon one (1) business day's advance notice. Before disposing of any such records, the Agency shall give each Party and the Records Management Division of the Commission of Public Records sixty (60) days prior notice and a Party or the Commission will have the right to take possession of such records within such period. Each Party shall have the right to audit the weight records of the Agency and inspect the weighing equipment and procedures at reasonable times.

14. Landfill Gas to Energy, Solar Projects.

14.01 The Agency may, but is not required, to develop and operate a landfill gas to energy project or a solar energy project at the Facility for the purpose of combusting gas produced by the Landfill or creating electricity from solar power. The proceeds of any such project shall inure to the benefit of the Facility, and proceeds during the post closure period shall be allocated among the parties pro rata.

15. Term.

15.01 This Agreement shall become effective as of the date of execution by all parties (the "Effective Date") and approval by the Department of Finance and Administration (whichever occurs last) and shall continue in full force and effect until the issuance of a closure approval for the Facility, at which time this Agreement shall terminate. Notwithstanding the foregoing, the provisions of this agreement relating to post-closure activities, and all provisions of the agreement that apply to such obligations, shall remain in effect following termination of this Agreement, until those obligations are complete.