

FOURTH AMENDMENT TO LANDFILL GAS PURCHASE AGREEMENT

THIS FOURTH AMENDMENT is made and effective this _____ day of _____, 2023, by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho (hereinafter "the County"), and KOOTENAI ELECTRIC COOPERATIVE, an Idaho non-profit corporation (hereinafter, "the Contractor").

WHEREAS, the County and Contractor entered into a Landfill Gas Purchase Agreement, dated March 9, 2010 (hereinafter the "Agreement") for sale by the Count to KEC of Landfill Gas produced at the Landfill for the purpose of supplying fuel to facilities owned and operated by KEC and thereafter amended the same; and

WHEREAS, the County and Contractor deem it to be of benefit to both parties to again amend certain provisions of the March 9, 2010, Agreement, to-wit: amending the Facility Site Lease Agreement at Appendix B thereto, to provide for exclusive of use of the premises by Contractor in order to establish an ambient air boundary.

NOW, THEREFORE, in consideration of their mutual benefit and the covenants, conditions, agreements, and terms herein, the parties agree as follows:

1. Appendix "B," the Facility Site Lease, shall be amended as follows:

Paragraph III, NON-EXCLUSIVE USE, shall be amended to read:

III. EXCLUSIVE USE. KEC shall have exclusive use of the Premises. The County hereby warrants that the County will allow KEC to take such steps as it deems necessary in its sole discretion to exclude the general public, including County employees and the County's invitees, from entering the Premises. Such steps may include, but are not limited to, installation of fencing, signs, or other physical or non-physical means intended to achieve exclusion of Premises from being treated as ambient air under KEC's air quality permits or any applicable regulation under the IDEQ's implementation of the Clean Air Act. Access to Premises by County employees or County's invitees shall be limited to access by invitation of KEC for purposes related to support of the operation or maintenance of KEC's gas-to-energy plant. The County further warrants that it will train its employees as to the boundaries of the Premises and the restrictions on access set forth in this lease.

and

Paragraph IV, ACCESS, shall be amended as follows:

At KEC's election, access to and egress from the Premises may be restricted through use of locked gates. If a fence and gate(s) are employed, KEC shall allow County and its designees to use interlocking padlocks such that the gates may be opened by KEC and, upon invitation by KEC pursuant to paragraph III, County or County's designees.

2. This amendment is effective as of the _____ day of _____, 2023.
3. This amendment incorporates and includes all changes agreed to by the parties and supersedes and replaces any oral discussions, representations, or stipulations previously entered into by the parties.
4. All other provisions of the Agreement, entered into on March 9, 2010, and as subsequently amended, and attachments thereto, shall remain in full force and effect and shall not in any way be modified, changed, or altered by this amendment.

DATED this _____ day of _____, 2023.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Leslie Duncan, Chair

Bruce Mattare, Commissioner

Bill Brooks, Commissioner

ATTEST:

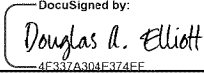
JENNIFER LOCKE, CLERK

By _____
Deputy Clerk

**FOURTH AMENDMENT TO LANDFILL
GAS PURCHASE AGREEMENT -**

DATED this 29th day of November, 2023.

KOOTENAI ELECTRIC COOPERATIVE

By: 
Douglas A. Elliott, General Manager