



IOWA DEPARTMENT OF NATURAL RESOURCES

CRT Collection Facility

COLLECTION REGISTRATION FORM



New Registration -CRT- - To be filled in by agency

FACILITY CONTACT INFORMATION

Facility Information

Name: Dickinson County Regional Collection Center Phone: 712 338 2549
Address: 2260 220th St Fax:
City, State, Zip: Milford IA 51351 E-mail: RCC@dickinsoncountyiowa.gov

Responsible Official for the Facility

Name: Charles Vigdal Phone: 712 330 3505
Address: 2260 220th St Fax:
City, State, Zip: Milford IA 51351 E-mail: cvigdal@dickinsoncountyiowa.gov

CRT Drop-off Location (if different than mailing address):

CERTIFICATION

- IAC 567 122.5(1) - Attach proof of ownership or legal entitlement to use the property for CRT collection.
OR
 IAC 567 122.5(2) - If the facility is leased, the applicant shall also include a statement, signed by the property owner, stating that the property owner is aware that CRT collection is taking place at the site and property owner may be held liable for wastes abandoned at the site (below).

Property Owner  Designated Representative of the property owner (Provide verification of status as representative)

By signing below, I state that I am the owner or the representative of the owner of the property described in this application. I acknowledge that I or the owner I represent have been informed and are aware of the uses and activities that are ongoing or proposed for the property and consent to those uses and activities. Furthermore, I understand that the issuance by the Iowa Department of Natural Resources, of a Permit/Registration to collect and recycle Cathode Ray Tubes on the property and the terms and conditions of any such registration do not relieve the owner of the Property from any liability, duty, or responsibility arising under Iowa's Solid Waste Management regulations.

Signature: [Signature] Date: 1/30/23
Printed Name: Kevin S. Bice

CERTIFICATION

I certify under penalty of law that I am the owner, operator, or authorized representative of the owner or operator and that I have examined and am familiar with the information reported above, and that I believe the information is true, accurate and complete.

Printed Name: Charles Vigdal Phone: 712 338 2549
Email: cvigdal@dickinsoncountyiowa.gov Fax:
Signature: [Signature] Date: 1-30-23

Return completed application with attached information to: Iowa Department of Natural Resources, Solid Waste Section, 502 E 9th St, Des Moines IA 50319-0034.







means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

#### NOTICE OF DEFAULT

- B.** Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

#### REMEDIES


- C.** In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 15. SIGNS.** Landlord, during the last ninety days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.
- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant

hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**19. ADDITIONAL PROVISIONS.** All cost associated with development of the land shall be at the sole expense of the tenant. These items shall include, but not limited to the following: road construction, fencing, financing, management, and operations. In no event shall the landlord accept or be responsible for costs of development or operation other than as a member of the Dickinson County Recycling Commission. Only greenwaste, including grass clippings, leaves, weeds, shrubs, aquatic plants, compost, and tree prunings (defined as saw dust, wood chips, branches, stumps and other wood residue), and other organic garden debris from a residence or business (referred to as yard waste) shall be allowed to be disposed of upon this land. Any intentional violation of this provision shall cause the lease to terminate immediately, and tenant agrees to be responsible for the costs of any cleanup associated with such unauthorized dumping.

Temporary storage of "white goods" (appliances), electronics (including CRTs and CFLs), tires, and household hazardous wastes will be allowed conditioned on the placement of these goods in a temporary, enclosed or outdoor structure, not readily visible from the adjacent roadway.

No other items of disposal or storage shall be allowed on these premises without first obtaining written permission from the landlord.

  
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Dickinson County, Iowa, LANDLORD

  
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Dickinson County Recycling  
Commission, TENANT