INTERGOVERNMENTAL AGREEMENT FOR SOLID WASTE DISPOSAL AT NEWTON SANITARY LANDFILL

The City of Newton, Iowa (hereinafter "Landfill Operator"), and the City of Baxter, Iowa, the City of Colfax, Iowa, the City of Kellogg, Iowa, the City of Lambs Grove, Iowa, the City of Lynnville, Iowa, the City of Mingo, Iowa, the City of Monroe, the City of Reasnor, Iowa, the City of Sully, Iowa, the City of Valeria. Iowa, the City of Oakland Acres, Iowa, and Jasper County, Iowa (hereinafter collectively called “Landfill Associates") hereby agree as follows:

1. **AUTHORITY.** The Landfill Operator and Landfill Associates enter into this agreement pursuant to the provisions of Chapter 28E, Code of Iowa (1993).

2. **DISSOLUTION OF PREVIOUS 28E AGREEMENT AND ESTABLISHMENT OF PERMANENT ENVIRONMENTAL RESPONSIBILITY FOR LANDFILL PROPERTY.** The Landfill Operator and Landfill Associates hereby acknowledge and agree that the SOLID WASTE DISPOSAL INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NEWTON, IOWA, AND POLITICAL SUB-DIVISIONS OF JASPER COUNTY, IOWA, dated August 7, 1978, and recorded in Book 813, Pages 508-513 of the records of the Jasper County Recorder (hereinafter called "Previous 28E Agreement"), should be and the same is hereby dissolved by mutual agreement without respect to further written notice or time before said dissolution shall become effective.

2.1 All personal property used to carry out the function of solid waste disposal shall be the property of the Landfill Operator and Landfill Associates in accordance with the formula identified in Section 2.2(b) of this agreement.

2.2 All real property comprising the Newton Sanitary Landfill (hereinafter "Landfill") shall, subject to the notice and public hearing requirements of §364. 7, Code of Iowa (1993), become the property of the Landfill Operator and Landfill Associates as tenants in common holding undivided interests as hereinafter established; additionally, the Landfill Operator and Landfill Associates acknowledge that they have, in the proportions hereinafter established, permanent shared responsibility and liability for any and all future Landfill related costs associated with said property including but not limited to all costs of Landfill testing, monitoring, containment, management, remediation, closure, post closure, leachate collection, leachate treatment and leachate disposal which exceed or cannot be timely paid out of regular revenues generated by tonnage fees and other miscellaneous revenues such as the sale of recyclables, to wit:

2.2(a) Landfill Real Property

All real property described in the Landfill Plat of Survey recorded in Plat Cabinet "A", Page 387, of the records of Jasper County.

2.2(b) Undivided Interests of the Landfill Operator and Landfill Associates in Landfill Real Property, and Proportionate Shares of the Landfill

Operator and Landfill Associates in the Costs Specified in Paragraph 2.2 Immediately Above:

NAME	UNDIVIDED PROPERTY INTEREST/ PROPORTIONATE COST SHARE
City of Newton	58.28%
City of Baxter	2.05%
City of Colfax	4.73%
City of Kellogg	1.45%
City of Lambs Grove	.33%
City of Lynnville	.80%
City of Mingo	.23%
City of Monroe	2.65%
City of Oakland Acres	.27%
City of Reasnor	.30%
City of Sully	2.05%
City of Valeria	.09%
Jasper County	26.77%

The percentages above will be subject to adjustment annually beginning in January 1995. These annual adjustments will be based on a formula whereby the years 1978 -1993 are computed using the above percentages and 1994 and future years are computed on the tonnage of all solid waste disposal from each Landfill Associate, at the Landfill as determined by the Landfill Operator based on the most recent twelve-month period for which data is available. This formula will result in a cumulative average being computed each year with 1978 always being the first year of the cumulative average.

Landfill staff will prepare and provide each landfill associate with an annual report of the property interest data at the annual Landfill 28-E budget workshop.

3. **PURPOSES OF THIS AGREEMENT.** The purposes of this agreement are as follows:

3.1 To provide for economical and environmentally responsible disposal at the Landfill of all residential solid waste produced or generated by or within the jurisdictional boundaries of the Landfill Operator and the Landfill Associates, and to provide for economical and environmentally responsible disposal at the Landfill of all commercial or other solid waste collected within the jurisdictional boundaries of any Landfill Associate pursuant to any oral or written contract or agreement between any such Landfill Associate and any solid waste disposal contractor.

3.2 To achieve compliance with the requirement of participation in and filing of a "comprehensive plan" within the meaning of §455B.306, Code of Iowa (1993).

3.3 To cooperate with local, State and Federal public health agencies in preventing the contamination and pollution of land, water and air resources of the area, through the disposal of solid waste.

3.4 To forge a stronger and more permanent relationship between the Landfill Operator and the Landfill Associates, thereby enhancing the Landfill Operator's ability to confidently engage in long-range operational and fiscal planning, and securing to the Landfill Associates greater input into such planning as well as long-range availability of cost-effective solid waste disposal services.

3.5 To authorize the Landfill Operator to engage such employees and provide such offices, equipment, machinery, buildings and grounds as are necessary to adequately perform solid waste disposal functions.

3.6 To authorize the Landfill Operator to establish fees for disposal of solid waste, collect said fees, receive and expend State, Federal and private grants and other moneys which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth.

4. **ORGANIZATION.** No separate legal or administrative entity is created by this agreement; for and in consideration of the valuable mutual benefits occurring as a consequence of the exchange of rights and obligations hereinafter specified, the Landfill Operator and the Landfill Associates shall be entitled to exercise the following rights and shall undertake the following obligations:

4.1 **The Landfill Operator** shall convene and conduct a Landfill Budget Workshop for the Landfill Associates annually, for the purposes of reviewing current Landfill operations, policies, income and expenses, the Landfill Associates' tonnage figures as referenced in Section 2.2(b) and receiving the comments of the Landfill Associates. After such consultation, the Landfill Operator shall establish the solid waste disposal fees for the next fiscal year.

4.2 In order to assure a stable and predictable stream of solid waste disposal income, the Landfill Associates, except for Landfill Associate Jasper County, shall execute contracts with solid waste disposal contractors that specify that such contractors shall collect and dispose of all residential solid waste produced or generated by or within their jurisdictional boundaries at the Newton Sanitary Landfill. All contracts executed by any Landfill Associates with solid waste disposal contractors for the collection of commercial solid waste shall specify that such contractors shall dispose of such commercial solid waste at the Newton Sanitary Landfill.

4.3 **The Landfill Operator** shall have the right to contract with all levels of government, or other public agencies, private agencies and private individuals for the disposal of solid waste; to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment; to purchase, lease, receive as gifts or donations, or otherwise acquire all land, buildings, equipment and supplies necessary to carry out the function of solid waste disposal and to dispose of the same; to make, or cause to be made, studies and surveys necessary to carry out solid waste disposal functions; to contract with and compensate consultants for professional services, including but not limited to architects, engineers, planners, lawyers, accountants, and all others found necessary to the stated purpose; to borrow money. make and issue bonds, or enter into other long term obligations for the purchase, lease or acquisition of land and equipment and erection of buildings and other improvements, and to provide for their retirement: to establish

Landfill operations as an enterprise fund: to provide for a system of budgeting, accounting, auditing, and reporting of all funds and transactions, and for bonding of employees; to consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments; to exercise all other powers consistent with the stated purposes available under then-existing law.

5. **DURATION.** It is the intention of the Landfill Operator and Landfill Associates that this agreement remain in full force and effect for the full useful life to the Landfill as determined by Landfill Operator's sound discretion; at such time as said full useful life has been reached and the Landfill is closed, the environmental responsibility of the Landfill Operator and Landfill Associates and title to real and personal property shall be as established in Paragraph 2 above and shall survive and remain in full force and effect until and unless the Landfill Operator and all of the Landfill Associates agree to different terms.

6. **MANNER OF FINANCING CURRENT OPERATIONS.** The purposes of this agreement and the operations of the Landfill shall be financed to the maximum extent reasonably possible by solid waste disposal fees determined and collected by Landfill Operator as described above; in the event that such fees are insufficient lo finance the operational costs and all other costs specified in Paragraph 2.2 above such costs shall be assessed against the Landfill Operator and the Landfill Associates in the proportions specified in Paragraph 2.2(b) above.

7. **COLLECTION OF CONTAMINATION COSTS FROM RESPONSIBLE PARTIES.** In the event of Landfill costs including but not limited to all costs of Landfill testing, monitoring, containment, management, remediation, closure, post closure, leachate collection, leachate treatment and leachate disposal which exceed or cannot be timely paid out of regular revenues generated by tonnage fees and other miscellaneous revenues such as the sale of recyclables, then the Landfill Operator will pursue all legal remedies available to the Landfill against all potentially responsible parties, in addition to the Landfill Operator and Landfill Associates, who are known to have contributed to the aforementioned costs.

8. **TERMINATION AND DISSOLUTION.** This agreement may only be terminated or dissolved a) by the mutual consent of the Landfill Operator and all of the Landfill Associates, or (b) upon determination by the Landfill Operator that the Landfill has reached its full useful life; at such time as said full useful life has been reached and the Landfill is closed, the environmental responsibility of the Landfill Operator and Landfill Associates and title to real and personal property shall be as established in Paragraph 2 above and shall survive and remain in full force and effect until and unless the Landfill Operator and all of the Landfill Associates agree to different terms. Individual Landfill Associates may seek to alter the agreement with written notice to all parties. When written notice has been provided to all parties a Special Meeting of the Landfill Operator and Landfill Associates must be called within 90 days. At said Special Meeting the Landfill Operator and all Landfill Associates will vote and if the vote passes, the agreement shall be amended.

9. **ADDITIONAL PARTIES.** Other governmental subdivisions of the State of Iowa may become Landfill Associates with the mutual consent of the Landfill Operator and all extant

Landfill Associates, upon such terms and conditions as proposed by the Landfill Operator and approved by all extant and prospective Landfill Associates.

10. **EXECUTION OF THIS AGREEMENT**. This agreement may be executed by one or more of the parties hereto separately in any number of counterparts, each of which when so executed and delivered, shall be part of the original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS AND TESTIMONY WHEREOF, the Landfill Operator and Landfill Associates have caused this agreement to be executed on their behalf by their duly authorized officers, and the same to be attested to by their Clerks or Auditor and the corporate seals affixed hereto.

Dated this 2nd day of August, 2021.

ATTEST:
Katrina Davis
Katrina Davis, City Clerk

CITY OF NEWTON, IOWA
By:
Michael L. Hansen, Mayor

ATTEST:
Peg Pemberton
FIRST AND LAST NAME, City Clerk

CITY OF BAXTER, IOWA
By: Dennypher Papenhagen
FIRST AND LAST NAME, Mayor

ATTEST:
Nancy Eades
FIRST AND LAST NAME, City Clerk

CITY OF COLFAX, IOWA
By:
FIRST AND LAST NAME, Mayor

ATTEST:
Phillip Schippers
FIRST AND LAST NAME, City Clerk

CITY OF KELLOGG, IOWA
By:
FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF LAMBS GROVE, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

CITY OF LYNNVILLE, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

_____

FIRST AND LAST NAME, City Clerk

CITY OF MINGO, IOWA

By: _____

FIRST AND LAST NAME, Mayor

ATTEST:

Ashley Stock

FIRST AND LAST NAME, City Clerk

CITY OF OAKLAND ACRES, IOWA

By: _____

LISA R GRIFFITH

FIRST AND LAST NAME, Mayor

ATTEST:

FIRST AND LAST NAME, City Clerk

Michele Lanphier

CITY OF REASNOR, IOWA

By: _____

FIRST AND LAST NAME, Mayor

Dale James

ATTEST:

Barbra Maasdam, City Clerk

CITY OF SULLY, IOWA

By: _____

Gordon Yarrington, Mayor

ATTEST:

CITY OF VALERIA, IOWA

By: _____

FIRST AND LAST NAME, City Clerk

ATTEST:

_____

FIRST AND LAST NAME, City Clerk

FIRST AND LAST NAME, Mayor

JASPER COUNTY, IOWA ATTEST: Deputy Auditor

By: Denny Carpenter V C

FIRST AND LAST NAME, Mayor

ATTEST:

_____

FIRST AND LAST NAME, City Clerk

CITY OF MONROE, IOWA

By: _____

FIRST AND LAST NAME, Mayor