CORRECTED
AFFIDAVIT RE: DELAWARE COUNTY SOLID WASTE DISPOSAL COMMISSION AND DELAWARE COUNTY LANDFILL, INC.

STATE OF IOWA)
)ss.
COUNTY OF DELAWARE)

I, James R. Schmitz, Chairman of the Delaware County Solid Waste Disposal Commission, being first duly sworn on oath depose and state the following:

17-183

1. That I, James R. Schmitz, am Chairman of the Delaware County Solid Waste Disposal Commission, a political subdivision formed pursuant to Iowa Code Chapter 28E.

2. Delaware County Landfill, Inc., is the owner of the following described real estate, located in Delaware County, Iowa, to-wit:

> The E½ of the SW¼ except that part lying North of the highway, and that part of the E 1/3 of the N½ of the NW¼ of the SW¼ lying South of the highway, and the E 1/3 of the E 3/4 of the S½ of the NW¼ of the SW¼ in Section 22, and the E½ of the NW¼ of Section 27, T88N, Range 4, West of the Fifth P.M., except for 22.5 acres located in the NE corner of the NE¼ of the SW¼ of Section 22 and described as: Commencing at the SE corner of the NE¼ of the SW¼ of Section 22, thence North of the Public Road a distance of approximately 70 rods which is the East line thereof, and sufficient land West thereof to form a perfect rectangle containing 22.5 acres in Section 22, T88N, Range 4, West of the Fifth P.M., said 22.5 acres is more particularly described as follows: Commencing at the SE corner of the NE¼ of the SW¼ of Section 22, Twp. 88 North, Range 4, West of the 5th P.M., thence North along said line a distance of 1148 feet, thence West 924 feet, thence South 1102 feet, thence East 984 feet to the point of beginning in Delaware County, Iowa now known as survey and plat of part of the SW¼ of Section 22 and the NW¼ of Section 27 T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 136 in the office of the Delaware County Recorder.

FILE No. 296-48
RECORDING FEE $ 25.00
TRANSFER FEE $
FILED FOR RECORD THE 28 DAY OF June 19 93 AT 8:47 O'CLOCK A. M. BOOK 17 PAGE 191A
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
AFF

3. Delaware County Solid Waste Disposal Commission and Delaware County Landfill, Inc., have entered into a Contract for Solid Waste Disposal said Contract being dated the 18th day of December 1989; attached hereto and identified as Exhibit "A" is copy of said Contract for Solid Waste Disposal and said Exhibit "A" is incorporated herein by this reference.

4. Said Contract between Delaware County Solid Waste Disposal Commission and Delaware County Landfill, Inc., creates rights and responsibilities between the two entities and involves the above-described real estate; said Contract is also for performance and use of the real estate in the future.

James R. Schmitz, Chairman
Delaware County Solid Waste Disposal Commission
Delaware County, Iowa

Subscribed and sworn to before me this 24 day of June, 1993.

Notary Public in and for the State of Iowa

EXHIBIT "A"

CONTRACT FOR SOLID WASTE DISPOSAL

THIS AGREEMENT, is made and executed this 18th day of December, 1989, by and between Delaware County Solid Waste Disposal Commission, Delaware County, Iowa, hereinafter referred to as Commission, and the Delaware County Landfill, Inc., hereinafter referred to as Contractor;

IT IS THEREFORE AGREED AS FOLLOWS:

1. PURPOSE: The purpose of this agreement is to provide for the disposal of solid waste during the duration of this agreement by the Contractor for the Commission.

2. PARTIES: The parties to this agreement are:

DELAWARE COUNTY SOLID WASTE DISPOSAL COMMISSION, DELAWARE COUNTY, IOWA

DELAWARE COUNTY LANDFILL, INC.

3. EFFECTIVE DATE: This agreement will become effective on the 1st day of December, 1989.

4. DURATION: The duration of this agreement shall be until the 29th day of May, 1991, and shall automatically renew on said date for a period of three years thereafter, unless action is taken by the parties to this agreement to terminate this contract by written notice to the parties to this agreement sixty (60) days prior to the termination date of this agreement.

5. CONSIDERATION: In consideration of this agreement it is understood and agreed by and between the parties hereto that the Commission agrees to pay and the Contractor agrees to accept, in full consideration for performance of the Contractor's obligations, the following:

A. One Dollar and Seventy-Five Cents ($1.75) for each household, commercial and industrial establishment per month by and for each city or town represented by the Commission.

B. A Two Thousand Two Hundred Fifty-Eight Dollar and Sixty-Seven Cent ($2,258.67) charge as a lump sum for the jurisdictional area of the Commission not covered by A above.

C. That the City and County shall pay the Contractor said amounts on or before the end of every operating month. In case of payment default, an interest charge shall be assessed as set by State law until the account is satisfied. Any changes in the

billing procedure may be made only with the approval of the parties hereto.

D. The rates and charges referred to in paragraphs A and B shall be reviewed annually on or before May 29th of each year during the duration of this agreement and changes may be made if approved by the parties to this agreement.

E. The parties to this agreement further agree to the following minimum gate fee schedule:

TYPE	MINIMUM ENTRY FEE
Cars, Station Wagons	$1.00
Pickups	$3.00
Other trucks up to 2 tons	$5.00
Semi-tractor trailer trucks	$8.00
Other vehicles not covered above	Negotiated

F. The hauler's landfill fee will be thirty percent (30%) of the hauler's base charges to his customer.

G. All rural residences will be billed according to the collector's procedure. This will be established by the hauler submitting to the Contractor and the Commission his schedule of charges.

H. At the end of each month, all haulers for hire must furnish the Contractor a schedule of each customer, including rates and number of collections made during the month. The above schedule shall include all charges for extra service.

I. The Commission and the Contractor shall agree on a proper annual audit system prepared by a certified public accountant for the landfill operation and Commission books with costs being shared equally between the Commission and Contractor.

6. CONTRACTOR'S DUTIES AND RESPONSIBILITIES: The following shall be the duties and responsibilities of the Contractor, other than the obligations made by this agreement:

A. The Contractor agrees to furnish all tools, lands, buildings, labor, mechanics, equipment and materials to perform said work in accordance with plans and specifications under the law.

B. The Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of material and equipment furnished and for the payment of material and equipment leased, which is actually used or leased in the performance of this agreement.

C. The Contractor shall conform with all laws, rules and regulations applicable to this agreement and construction shall be in accordance therewith.

D. The Contractor must furnish a $20,000.00 surety bond and shall maintain said bond during the life of this agreement, and in addition, shall carry fire, workmen's compensation, public liability and property damage insurance, and shall name the Commission as a named insured and copies of said insurance shall be submitted by the Contractor to the Commission on an annual basis.

E. The Contractor shall not, in the performance of this agreement, discriminate or permit discrimination against any person because of his race, political or religious beliefs or affiliations.

F. The Contractor shall conform to all ordinances, laws and regulations pertaining to any part of his operation and will furnish all necessary permits.

G. The Contractor shall not be permitted to assign this contract to any party, company, partnership or corporation, without specific approval in writing, from the Commission.

H. Rules and regulations of the landfill shall be posted at the entrance to the landfill and shall be enforced by the local officers and employees of the landfill.

7. DUTIES AND RESPONSIBILITIES OF THE COMMISSION: The following shall be the duties and responsibilities of the Commission in addition to the obligations created by this agreement:

A. The Commission will be responsible for all costs associated with the Environmental Protection Agency and Iowa Ground Water Legislation, including monitoring, engineering, Iowa tonnage tax, and any other costs associated with the compliance of the Environmental Protection Agency and Ground Water Legislation.

EXHIBIT "A"

B. That in the event of the lateral expansion of the Contractor's landfill, the Commission shall be responsible for the costs associated with engineering for said expansion. Lateral expansion of the Contractor's landfill may take place only upon the approval of the parties to this agreement.

Executed this 18th day of December, 19 89.

By: _____
DELAWARE COUNTY SOLID WASTE
DISPOSAL COMMISSION
Delaware County, Iowa

By: _____
DELAWARE COUNTY LANDFILL, INC.

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