

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the Northeast Nebraska Solid Waste Coalition, hereinafter referred to as "COALITION" and Stanton County, Nebraska, hereinafter referred to as "COUNTY", WITNESSETH:

WHEREAS, the COALITION is a legal entity created by agreement pursuant to the Nebraska Interlocal Cooperation Act; and

WHEREAS, the COUNTY is a political subdivision of the State of Nebraska; and

WHEREAS, the COALITION is at the present time operating a landfill on real estate located in Stanton County which is described as the Northwest Quarter of Section 21, Township 21 North, Range 3 East of the 6th P.M., Stanton County, Nebraska; and

WHEREAS, the COALITION is desirous of amending the May 28, 1993 agreement with COUNTY to reflect current operation of the Coalition landfill.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The May 28, 1993 agreement is replaced in its entirety by this agreement as of the effective date of this agreement.
2. COALITION agrees to require that all trucks transporting solid waste to the landfill site must utilize the road running from Highway 15 west to the entrance located on the north side of the landfill site both when loaded and when empty.
3. COALITION agrees to make Cash-in-Lieu of Tax payments to political subdivisions based upon the agricultural value of the property prior to the acquisition for and construction for the landfill. However, it is agreed that no Cash-in-Lieu of Tax payments shall be made to Stanton County or to any other political subdivision with which COALITION has an agreement for which compensation is being paid by the COALITION to a political subdivision for services being rendered to COALITION. In computing the amount of the Cash-in-Lieu payments provided for in this paragraph the valuation shall be adjusted annually so as to be consistent with other similar agricultural land the applicable tax rates shall be equal to the actual tax rate of each political subdivision to which a Cash-in-Lieu of Tax payment is being made. Payments provided for in this paragraph shall be payable in perpetuity by COALITION.
4. COALITION agrees to pay to COUNTY an annual host fee equal to \$.820819 for each ton of refuse deposited in said landfill or the sum of \$85,081.90 per year, whichever is greater. COALITION shall pay host fee to the COUNTY on a quarterly

basis based on the number of tons of waste deposited in the landfill in the previous quarter. A determination shall be made each calendar year as to whether there are additional monies owed to COUNTY so that the payments made for the calendar year total \$85,081.90. If additional payments are necessary, they should be made by COALITION to COUNTY as part of the next quarterly payment otherwise owed by COALITION to COUNTY. The parties agree that the host fee provided for herein shall be subject to an adjustment January 1, 2026 and every 5 years thereafter. The adjustment to the fee paid per ton or to the base fee provided for without regard to the amount of solid waste disposed of in the landfill shall be made in an amount equal to the sum of the changes in the Consumer Price Index as determined by the United States Department of Commerce for the 5 years since the last adjustment. The host fee provided herein shall be paid so long as the landfill located on the property described herein remains open and is accepting solid waste for disposal.

5. COALITION will continue to allow for an additional voting member of the COALITION Board to be selected by the Stanton County Board of Commissioners with such member being a resident-owner of real property located in Maple Creek Township.

6. It is agreed that no solid waste shall be accepted for disposal in the landfill that has previously been deposited in an existing landfill.

7. It is agreed that all solid waste deposited in the landfill shall be generated in the jurisdiction of a member of COALITION or as otherwise authorized pursuant to COALITION'S bylaws, resolutions, or interlocal agreement.

8. COALITION agrees that all members of the COALITION shall be located within Nebraska and within fifty-five (55) miles of the landfill site described herein. In the event the majority of the area of any county or municipality is located within fifty-five (55) miles of the landfill site, then the entire county or municipality shall be eligible for membership in COALITION. See Attachment "A" for the area eligible for COALITION membership.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement in duplicate the day and year first above written.

NORTHEAST NEBRASKA SOLID WASTE
COALITION, a Legal Entity Created by
Agreement Pursuant to the Nebraska Interlocal
Cooperation Act

By _____
Corey Granquist, Chairman

STANTON COUNTY, NEBRASKA, a
Political Subdivision of the State of Nebraska

ATTEST:

Chairman, County Board

County Clerk

(S E A L)

