

AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of May, 1993, 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 conducting environmental tests on real estate located in Stanton County in an effort to determine the environmental suitability of locating a landfill on property 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, in the event the environmental tests determine that the property described herein is suitable for construction of a landfill, then in that event it is anticipated that the COALITION will endeavor to obtain the requisite siting approval and permits so as to allow the construction and operation of a landfill on the described property; and

WHEREAS, in the event a landfill is actually located and operated on the subject property, it will be necessary for the landfill to be served by adequate roads and the parties hereto recognize that additional maintenance of said roads may become necessary by utilization of such landfill; and

WHEREAS, the COALITION is desirous of entering into an agreement with COUNTY to pay a "host fee" to COUNTY to compensate COUNTY for the additional expenditures associated with the ongoing maintenance of said roads;

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

1. COALITION agrees to pay for the initial cost of upgrading the county road, bridges and culverts from Highway 15 west to a location entering the site from the county road located immediately north of the proposed landfill site. The COALITION will be responsible for the actual road, bridge and culvert

construction and it is agreed that the upgrade of the road will initially include the creation of a rock surface. Subsequent to the completion of the upgrading of the road and continuing until the closure of the landfill COALITION shall remain responsible for the cost of applying any additional rock that may become necessary. COUNTY shall be responsible for maintenance of the road and for applying gravel to the road that may become necessary following the completion of the upgrade of the road as provided for herein.

2. It is agreed that in the event of a severe blizzard that would require rental of specialized equipment or a snow blower not normally utilized by COUNTY for snow removal the cost of such rental would be borne by either COALITION or the operator of the landfill.

3. 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.

4. 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.

5. COALITION agrees to pay to COUNTY an annual host fee equal to fifty cents for each ton of refuse deposited in said landfill or the sum of \$50,000.00 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 one year following the effective date of this Agreement and on each anniversary date thereafter to whether there are additional monies owed to COUNTY so that the payments made total \$50,000.00. 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 every 5 years. 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 first 5 calendar years ending after the effective date of this Agreement. Subsequent adjustments shall be made every 5 years. 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.

6. COALITION agrees to take such steps as may be necessary to amend its Interlocal Agreement to allow for an additional voting member of the COALITION Board of Commissioners 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.

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

8. It is agreed that all solid waste deposited in the landfill shall be generated in the jurisdiction of a member of COALITION except that it shall be permissible for solid waste to be disposed of in the COALITION landfill that is not generated in the jurisdiction of a member of COALITION if the solid waste is generated in the solid waste jurisdiction of a county or municipality, as defined in the Integrated Solid Waste Management Act, and said county or municipality has an ownership interest in a publicly owned and licensed solid waste landfill which has entered into an agreement with COALITION and has previously accepted solid waste generated in the solid waste jurisdiction of a member of COALITION. COALITION agrees that any agreement authorized by this paragraph shall limit the amount of solid waste generated in the jurisdiction of a county or city which is not a member of COALITION to an amount not to exceed the amount of solid waste generated in the jurisdiction of a COALITION member that has previously actually been deposited in a publicly owned solid waste landfill in which the county or municipality that is not a COALITION member has an ownership interest. COALITION agrees to take such steps as may be necessary to amend its Interlocal Agreement to allow for the performance of the provisions of this paragraph.

9. 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.

10. It is agreed that every three (3) years following the effective date of this Agreement the parties shall discuss the feasibility of hard surfacing the county road from Highway 15 west to a location entering the site from the county road located immediately north of the proposed landfill site. Said discussions shall address the mutual interests of the parties in having the road hard surfaced and in the discussions the parties shall consider the present condition of the road, the ongoing maintenance costs of keeping the road maintained and the ability of COALITION to finance the costs of hard surfacing the road without incurring debt in such an amount as to require more than a nominal increase in gate fees in order to service the debt to finance the hard surfacing.

11. This Agreement shall become operative at such time as COALITION receives an Operational Permit for a landfill actually constructed and owned by COALITION on the subject property from the Nebraska Department of Environmental Quality except that the provision in paragraph 1 of this Agreement concerning the upgrading of the county road may be performed by COALITION contemporaneously with the construction of a landfill on the subject property and the provisions concerning the payment of a host fee as set forth in paragraph 5 shall commence 6 months following the beginning of the construction of a landfill on the subject property.

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


Robert Warner, Chairman

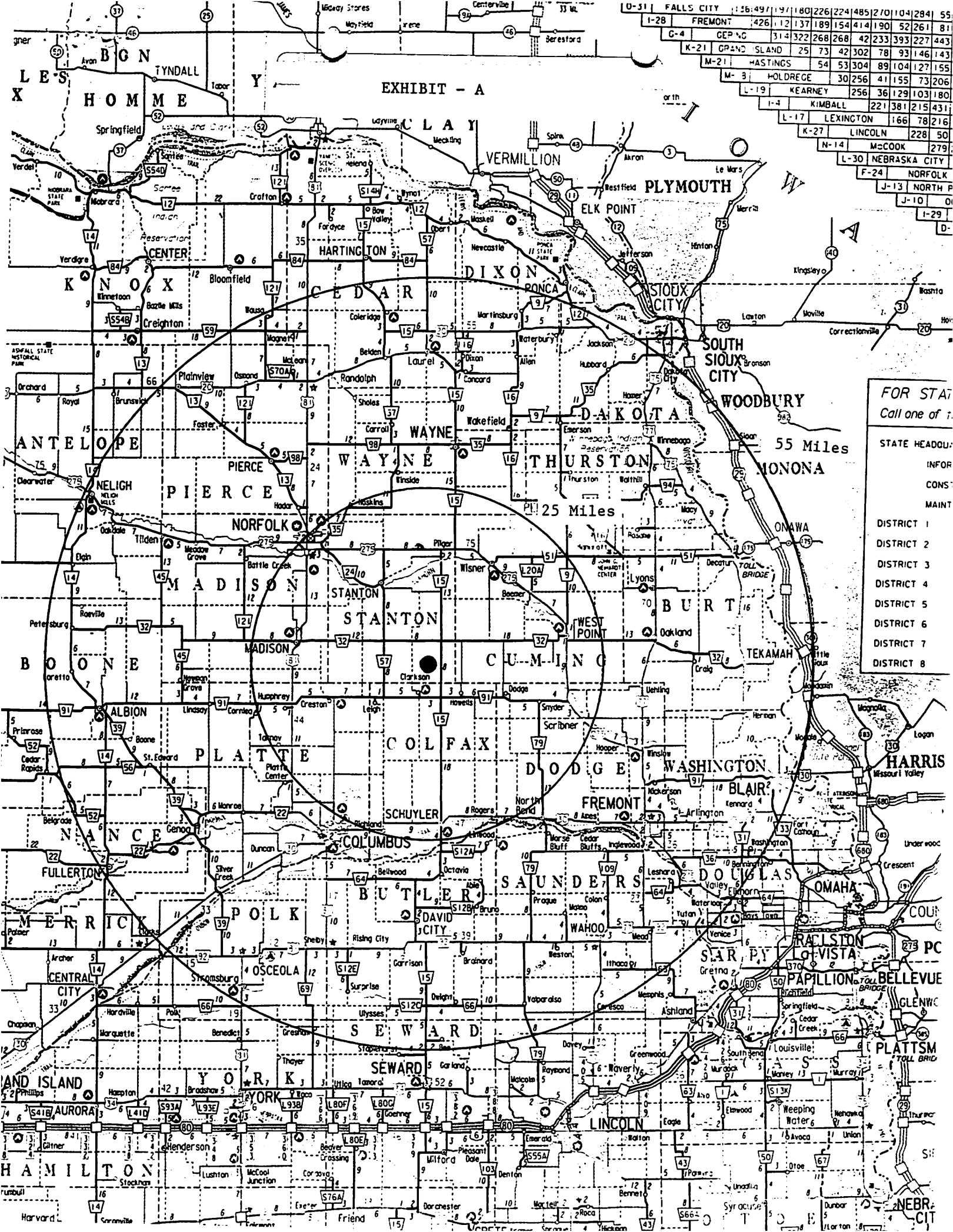
STANTON COUNTY, NEBRASKA, a
Political Subdivision of the State
of Nebraska

ATTEST:

Kenneth Wolvonton
Chairman, County Board

Rita Raefeldt
County Clerk





U-31	FALLS CITY	156	49	19	180	226	224	485	270	104	284	55
I-28	FREMONT	426	12	137	189	154	414	190	52	261	81	
G-4	GEPHNG	314	322	268	268	42	233	393	227	443		
K-21	GRAND ISLAND	25	73	42	302	78	93	146	143			
M-21	HASTINGS	54	53	304	89	104	127	155				
M-3	HOLDREGE	30	256	41	155	73	206					
L-19	KEARNEY	256	36	129	103	180						
I-4	KIMBALL	221	381	215	431							
L-17	LEXINGTON	166	78	216								
K-27	LINCOLN	228	50									
N-14	MACCOOK	279										
L-30	NEBRASKA CITY	279										
F-24	NORFOLK											
J-13	NORTH P											
J-10	NORTH P											
I-29	O											
D-												

FOR STATE
Call one of the

STATE HEADQUARTERS
INFORMATION
CONSTRUCTION
MAINTENANCE

DISTRICT 1
DISTRICT 2
DISTRICT 3
DISTRICT 4
DISTRICT 5
DISTRICT 6
DISTRICT 7
DISTRICT 8

EXHIBIT - A

55 Miles

25 Miles

