

INTERGOVERNMENTAL AGREEMENT CREATING THE SOUTH CENTRAL IOWA SOLID WASTE AGENCY

This agreement is made this 21st day of January 2009 among the following municipalities: Marion County, Iowa; Poweshiek County, Iowa; Monroe County, Iowa; and the Lucas County Solid Waste Management Commission; hereafter referred to as "member", as "members", or as "member of the Association" in the singular. Each of the members are the solid waste authority for their respective county that represents a separate public Agency created under the provisions of Chapter 28E of the 1991 Code of Iowa with member municipalities, and by executing this Agreement, the municipalities of each member Agency are subject to the terms and conditions of this agreement.

ARTICLE I CREATION OF THE SOUTH CENTRAL IOWA SOLID WASTE AGENCY

Pursuant to the provisions of Chapter 28E, of the 1991 Code of Iowa, the Members above named do hereby create, as a public body corporate and politic and as a separate entity, the South Central Iowa Solid Waste Agency which shall be hereafter referred to as "Association".

ARTICLE II PURPOSES

The purpose of the Association is as follows:

- a. To provide for the economic disposal of all solid waste and recyclable materials generated by each member of the Association.
- b. To cooperate with local, State and Federal public health agencies in preventing the contamination and pollution of the land, water and air resources of the area, through the control and disposal of solid waste and recyclable materials.
- c. To engage such employees and provide such offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the Association's functions.
- d. To contract with public or private persons, firms or corporations for the disposal of solid waste and recyclable materials, and collect payment for such services, and to 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.
- e. to finance the costs of such purposes.

ARTICLE III ORGANIZATION

- a. The governing body of the Association shall be designated as the Association Board (the "Board"), whose membership shall consist of a representative appointed by the governing body of each Member of the Association. Each member of the Board shall have one vote for that jurisdiction; unless one or more members of the Board calls for a weighted vote. When a weighted vote is called for, the following criteria will be used to determine each member's vote. Each member will have the same percentage number of votes as the percentage of total per capita (Marion County 45.307%, Lucas County 13.698%, Monroe County 12.254% and Poweshiek County 28.743%).
- b. A quorum of the Board shall consist of a majority of the entire Board.
- c. The Chairman and Vice Chairman of the Board shall be elected by the Board membership at the Annual Meeting. They shall serve for one year after their election, or until their respective successors in office are chosen. The incumbent in each office may be re-elected if elected under the provisions of Article III (a.) as a member of the Board for the coming year.
- d. The Board shall meet in January, which shall be the Annual Meeting, and, on a date, and at such place as shall be determined by the Board. The Board shall meet monthly on a date, and at such place as shall be determined by the Board. Special meetings may be called by the Chairman or Vice Chairman and must be called at the request of a majority of the members of the Board.
- e. The Board shall cause this Agreement to be filed with the Secretary of State and recorded with the County Recorders of each County containing the respective Members named herein and shall notify said officers of the name of any Member.
- f. The Board shall hire a Executive Director, and such other supervisory, clerical and other personnel as are necessary to carry out the functions of the Association. The Board shall fix compensation and benefits, of all employees of the Association and shall approve all personnel rules and regulations pertaining thereto.
- g. The Executive Director shall be the Secretary and Treasurer of the Association and shall have the authority, duties and obligations normally associated with these offices, including but not limited to the receipt and disbursement of funds and the preparation and submission of monthly and annual financial reports to the Board.
- h. The Board may employ legal counsel, who may be a paid employee of one of the Members, and who may receive compensation set by the Board for the performance of his duties.

ARTICLE IV DURATION

- a. It is the intention of the parties to this Agreement that the Association be a perpetual organization unless terminated or dissolved as hereinafter provided. Additional counties, municipalities, or public entities may be added to the membership of the Association upon a majority vote of all the members of the Board; provided, however, that no such addition shall be made unless a certificate of an independent registered engineer acceptable to the Board shall have been filed with the Board stating the opinion that the addition of such new member shall not have an adverse effect on the operation of the landfill site or sites then existing (or to be acquired concurrently with such addition) of the Association to a point in time prior to the last maturity date of any Note or Bond of the Association then outstanding; and, provided further, that any additional new member added to this Association shall pay to said Association the pro-rata share of the value of property owned by the corporation and not encumbered or subject to the payment of bonds for the acquisition thereof and further agrees to pay thereafter its pro-rata share of all operating expenses, land acquisition and bonds or other encumbrances as determined by the Association. The pro-rata share of the corporation's property to be paid by the new member shall be computed by the Association.
- b. In the event a new member shall apply for membership in the Association and said application is considered and approved by the then existing Board, then said new member may be added to the membership; provided, however, that such new member as a condition of membership agrees to pay the Association a one time entrance fee of \$3.02 per capita, using the latest census, and abide by the terms of this agreement as set out herein and possesses legal power and authority to do so.

ARTICLE V POWERS

The Association shall be a public body corporate and politic and a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following powers:

- a. To adopt and have a common seal and to alter the same at pleasure.
- b. To sue and be sued.
- c. To acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other moneys of the Association.
- d. To acquire, hold, use and dispose of other personal property for the purposes of the Association.

- e. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of the Association, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Association.
- f. To accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of the Association, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.
- g. To make and enforce by-laws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
- h. To do and perform any acts and things authorized by Chapter 28E, Code of Iowa 1991, and by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person.
- i. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Association or to carry out any powers expressly given by this Agreement.
- j. To cause the disposal of solid waste and recyclable material originating within each member jurisdiction pursuant to the By-laws of the Association.
- k. To fix, establish and maintain such rates, (all members, present and future, will pay the same tipping fee for the disposal of solid waste) tolls, fees, rentals or other charges for the services and facilities of the Association sufficient to pay at all times the costs of maintaining, repairing and operating said facilities, to pay the principal of and interest on bonds of the Association then outstanding, to provide for replacements, depreciation and necessary extensions and enlargements and to provide a margin of safety.
- l. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Association.
- m. To contract with and compensate consultants for professional services including but not limited to architects, engineers, planners, lawyers, accountants, rate specialists, and others found necessary or useful and convenient to the stated purposes of the Association.
- n. To prepare and recommend to members local ordinances governing recyclable material, refuse collection, transportation and disposal, regulation of private collection haulers, land use regulations, sanitation, burning of private or public wastes, incineration standards and such other regulations as may from time to time be required.

- o. To exercise such powers relative to the efficient disposal of solid waste and recyclable material as are available under then existing laws to each member as is necessary or useful and convenient to carrying out the functions of the Association.
- p. To provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for the bonding of employees.
- q. To consult with representatives of Federal, State and local agencies, departments and their officers and employees and to contract with such agencies and departments.
- r. To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes and to secure the payment of such bonds, certificates, refunding bonds and notes or any part hereof by a pledge of any or all of the Agency's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.
- s. To provide in the preceeding authorizing such obligations for remedies upon default in the payment of principal and interest on such obligations including but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Association's property, such trustee and such receiver to have the powers and duties provided for in the proceeding authorizing such obligations.
- t. To receive funds as payment for providing disposal of solid waste and recyclable materials; provided, however, that in lieu of receiving payment, the Association shall have the power to bill for disposal and recyclable services and to receive such payments.
- u. To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment.
- v. To borrow money and accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions with Municipal, County, State or the Federal Government.
- w. To assess members for additional contributions to the Association, for any purpose deemed appropriate by the full Association Board. However, such assessments shall be made only by compliance with the following procedure:
 - 1. The Association Board shall adopt a resolution recommending the assessment and its amount, and directing the question of such assessment be submitted to a vote at a meeting of each member agency of the Association which may be either an annual or a special meeting.

2. Written or printed notice shall be given by registered mail to each member agency of the Association and shall state the Board's recommendation and basis and direct the member agency to conduct a meeting of the member agency, the purpose, or one of the purposes, of such meeting is to consider an assessment of members.
3. For purposes of the meeting, a quorum shall be required in accordance with the member agency's intergovernmental agreement.
4. At such meeting a vote of members shall be taken on the proposed assessment. Such resolution shall be adopted only upon receiving the affirmative vote of the majority of votes entitled to be cast by the members present and voting.
5. Any assessment made shall be shared by each member pro-rata based upon the population of the member utilized for purposes of the member's original capital contribution to the Association, as a percentage of the total of all population figures utilized for all members as the respective times they joined the Association.

ARTICLE VI TECHNICAL COOPERATION FROM MEMBERS

The Members agree to respond to reasonable requests to make local records available to the Association staff and its consultants or employees for the purposes of this Agreement, and, to assure that engineers, architects and consultants hired by the Members release materials, data and other pertinent items paid for by public funds to the Association staff to aid in the efficient and effective accomplishment of such purposes.

ARTICLE VII FINANCING

The Board shall prepare a budget based on a July 1 to June 30 fiscal year based on the operation of the Association, the same to be adopted at the January meeting each year. A copy of the budget and gate charges for the next ensuing fiscal year shall be forwarded to each member no later than the first day of February following its adoption.

Any revenue bonds authorized under this Agreement shall be undertaken in accordance with Iowa Code Section 28F.

ARTICLE VIII NOT FOR PROFIT

It is expressly understood that the Association is to be operated not for profit and no profit or dividend will inure to the benefit of any person.

ARTICLE IX
SUSPENSION OF VOTING RIGHTS AND SERVICES

During a period of delinquency by a Member in the payment to the Association of its share of a budget and before such delinquency is determined a voluntary withdrawal, such Member shall not be entitled to the services of the Association, nor shall the representatives of the Members be entitled to vote on matters coming before the Board, unless such delinquency shall be waived for voting purposes by a majority vote of the remaining members of the Board.

ARTICLE X
WITHDRAWAL, DISSOLUTION AND EXPULSION OF MEMBERS

Withdrawal: A member cannot withdraw from membership prior to dissolution of the Association except in accordance with the following procedures:

- a. The withdrawing member shall serve notice of the withdrawal on the Association by restricted certified mail, return receipt requested, addressed to the Chairman of the Board deposited in a United States mail box with sufficient postage thereon. The notice shall state the name of the withdrawing municipality, its intention to withdraw from the Association, its willingness to sign the requisite agreements upon withdrawal (see subparagraph e, below), and shall be signed by a duly authorized representative of the member agency. For purposes of this paragraph, notice of withdrawal is deemed served when received by the Chairman of the Board of the Association.
- b. Notice of withdrawal may be served at any time. No withdrawal from the Association shall be effective until such time as the withdrawing member's proportionate share of any assessments, debts or liabilities incurred or levied by the Association during the period in which such member was a member, as well as the member's proportionate share of all outstanding bonds, loans, notes, and all other indebtedness or obligations of any kind of the Association, is paid in full to the Association.
- c. A notice of withdrawal is self-executing, not requiring Association action to be effective. A member which has once served a notice of withdrawal in accordance with this agreement cannot rescind the notice, but may reapply for membership in accordance with the procedures set forth in this agreement.
- d. A member which has served notice of withdrawal shall utilize the Association for disposal of all solid waste generated by the member until the last day of the budget year of the Association following the budget year in which notice is served. A notice of withdrawal relinquishes any rights to property of the Association as of the date it is served, excepting rights on dissolution of the Association as provided in Article X: Distribution of Assets.

- e. Concurrently with service of the notice of withdrawal, the withdrawing member shall authorize, sign, and tender to the Association an agreement, which shall provide at a minimum, the following:
1. That the withdrawing member shall pay its proportionate share of all outstanding bonds, loans, notes, and all other indebtedness or obligations of any kind of the Association within 30 days of said Notice of Withdrawal.
 2. That the withdrawing member will pay its proportionate share as defined below, of all costs of maintenance and monitoring, of the landfill site when all members and former members are assessed by the Association for this purpose.
 3. That the withdrawing member will bear its proportionate share, as defined below, of all cleanup costs pertaining to the landfill site incurred at any time by the Association, Association members, their agents, the State of Iowa, the United States of America, or the political subdivisions of these entities. For purposes of this subparagraph, the term "cleanup costs" means costs incurred in the prevention or mitigation of damages from a hazardous condition or the cleanup of a hazardous substance involved in a hazardous condition. The terms "hazardous condition" and "hazardous substance" are assigned the meanings set forth in Section 455B.381(1), (2), Code of Iowa (1985).
 4. That the withdrawing member will comply with the provisions of House File 2336 of the 71st Iowa General Assembly, regarding financial disclosure of liabilities and assets of responsible parties when a site is listed on the State registry of abandoned and uncontrolled sites, and regarding repayment of costs and expenses paid by the State.
 5. For purposes of this subparagraph e, a "proportionate share" of costs is defined as pro rata share based upon the total tonnage of waste brought by the member to the Association's site or sites, as a percentage of the total tonnage of waste brought by all members to the Association's site or sites. The determination of the tonnages under this subparagraph shall be in the sole judgement of the Association manager, based upon relevant records and the manager's expertise.

Dissolution: The Association may be dissolved in the following manner:

- a. The Association Board shall adopt a resolution recommending that the Association be dissolved, and directing that the question of such dissolution be submitted to a vote at a meeting of each member agency of the Association, which may be either an annual or a special meeting.

- b. Written or printed notice shall be given to each member agency of the Association, by registered mail and shall state the Board's recommendation and basis and direct the member agency to conduct a meeting of the member agency, the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the Association.
- c. For purposes of the meeting, a quorum shall be required, in accordance with the member agency's Intergovernmental agreement.
- d. At such meeting a vote of members entitled to vote shall be taken on a resolution to dissolve the corporation. Such resolution shall be adopted only upon receiving the affirmative vote of a majority of the number of votes entitled to be cast by the members present and voting.
- e. Upon the adoption of such resolution, a written notice of the dissolution of the Association shall be filed in the office of the Secretary of State and in the office of the county recorder in each county containing a member of the Association.
- f. No resolution of Dissolution shall be voted upon or adopted unless concurrent with such resolution each member shall have authorized, signed and tendered to the Association, an agreement which shall provide, at a minimum, the following:
 - 1. That each member will pay its proportionate share of all outstanding bonds, loans, notes, and all other indebtedness or obligations of any kind of the Association within 30 days of said Notice of Dissolution.
 - 2. That each member will bear its proportionate share, as defined below, of all costs of maintenance and monitoring, of the landfill site when all members and former members are assessed by the Association for this purpose.
 - 3. That each member will bear its proportionate share, as defined below, of all cleanup costs pertaining to the landfill site incurred at any time by the Association, Association members, their agents, the State of Iowa, the United States of America, or the political subdivisions of these entities. For purposes of this subparagraph, the term "cleanup costs" means costs incurred in the prevention or mitigation of damages from a hazardous condition or the cleanup of a hazardous substances involved in a hazardous condition. The terms "hazardous condition" and "hazardous substance" are assigned the meanings set forth in Section 455B.381(1), Code of Iowa (1985).
 - 4. That each member will comply with the provisions of House File 2336 of the 71st Iowa General Assembly, regarding financial disclosure of liabilities and assets of responsible parties when a site is listed on the State registry of abandoned and uncontrolled site, and regarding repayment of costs and expenses paid by the State.

5. For purposes of subparagraph e.2, a "proportionate share" of costs is defined as pro rata share based upon the total tonnage of waste brought by the member to the Association's site or sites, as a percentage of the total tonnage of waste brought by all members to the Association's site or sites. The determination of the tonnages under this subparagraph shall be in the sole judgement of the Association manager, based upon relevant records and the manager's expertise.

Expulsion of Members:

- a. **Procedures for Expulsion of Members:** A member may be expelled for continued violation of any of the provisions of this Agreement or the By-laws of the Association. Expulsion of a member shall be initiated by resolution passed by a majority of the Association members declaring their intent to expel the member and setting forth within the resolution the reasons for the intended expulsion. The resolution of intent shall include the actions which the member may take to avoid expulsion, as well as the time limit the member shall have to take such actions. The notice shall be sent to the member by certified mail, addressed to the Chairman of the County Board of Supervisors. Once the member has received notice, if the member fails to take corrective action within the time stated in the resolution, the Association may at its next regularly scheduled meeting, by a simple majority vote, expel the member.
- b. **Obligations of Expelled Members:** Expulsion of a member shall not relieve the member from its obligation to pay its share of expenses and liabilities of the Association incurred during the time in which such expelled member was a member of the Association. Expulsion of a member shall also not relieve the member of its proportionate share of all outstanding bonds, loans, notes, and all other indebtedness or obligations of any kind of the Association, or any additional financial obligations it may have to the Association which are imposed either under the terms of this Agreement, the By-laws, any contractual obligations, or any other obligations imposed by federal or state law.

Distribution of Assets: Upon dissolution of the Association, the Association Board shall continue in existence and be empowered to conduct such business of the Association as is necessary to comply with applicable State and Federal requirements and to wind up the Association's affairs. Unrestricted assets of the Association shall be distributed to members and former members as soon as may be practical, pro-rata, based upon the population of the member utilized for purposes of the member's original capital contribution to the Association, as a percentage of the total of all population figures utilized for all members at the respective times they joined the Association.

ARTICLE XI MANNER OF ACQUIRING AND HOLDING PROPERTY

- a. Marion County reserves all mineral rights, present and future on the landfill site.

- b. The Board shall maintain title to all such property in the name of the Association and shall require the Secretary to maintain an inventory.
- c. The Board may lease, purchase, or acquire by any other means, from members or from any other source, such real and personal property as is required for the operation of the Association and the carrying out of the purposes of this Agreement.
- d. Acquisition of real estate shall be by the Board. However, sale of real estate requires the approval of a majority of the Board. All conveyances of real property owned or held in the name of the Association shall be made and executed on behalf of the Agency by the Chairman or Vice-Chairman and Secretary of the Board.
- e. Property, materials, and services, other than real estate, shall be acquired or disposed of only upon a majority vote of a quorum attending a duly called Board meeting, provided, however, that by the same vote the Board may authorize the Executive Director to expend such funds as the Board may direct for other authorized purposes of the Association.

ARTICLE XII AMENDMENT OF AGREEMENT

Amendment of the Agreement shall be by the approval of a majority or more of the members by the same procedures by which this agreement was approved and executed; provided, however, that this Agreement shall never be amended in any way so as to adversely affect the interests of the holder or holders of any bonds or other obligations of the Association.

ARTICLE XIII ARBITRATION OF DISPUTES BETWEEN MEMBERS

Except as may be otherwise required by law the Members agree that any disputes which may arise between them or between them and the Association, involving interpretation of this Agreement, shall be resolved whenever possible by voluntary negotiation in which the Executive Director may act as mediator if Association interests do not appear to be present in the issues presented, but the Executive Director shall not represent the Association if the issues do affect the Association. Such negotiation shall however not be obligatory and may, if commenced, be terminated at any time by withdrawal of any party to the conflict.

At any time from and after it first appears that such a conflict exists, including the period of voluntary negotiation proposed, any party to such a conflict or whose interests as a member or as an Association are affected hereby may invoke the processes of arbitration hereinafter described in the following manner:

- a. Any one or more Members interested in such a dispute or the Association shall serve notice in the manner of service of an original notice under the Iowa Rules of Civil Procedure upon all the adverse parties above referred to stating as simply as possible the points of difference between the parties and stating an intent to initiate such arbitration procedures and the completed service of such notice shall be deemed initiation of such procedures. Within ten (10) days thereafter the serving parties (acting jointly if more than one), jointly and severally identified as Party X" for purposes of this Article, shall each select an arbitrator and shall notify the other in writing of the name and address of the arbitrator selected. The arbitrators so selected shall within ten (10) days after being notified of their selection select a third arbitrator, and after doing so shall in writing forthwith notify Party X and Party Y of the name and address of such third arbitrator. The three arbitrators selected as aforesaid shall immediately proceed to determine the points of difference stated in such notice, and the conclusion of said arbitrators, or a majority of them shall be reduced to writing and submitted in writing to Party X and Party Y and the determination so made shall be binding upon Party X and Party Y and shall form the basis for future guidance of the parties on the issues so resolved.
- b. If either party shall fail to select an arbitrator as aforesaid the party who is not in default may apply to the Secretary of State of the State of Iowa for the appointment of the second arbitrator, which application shall be upon ten (10) days' written notice to the other party, and such Secretary of State shall appoint the second arbitrator. If the two arbitrators fail within ten (10) days after their appointment to agree upon the third arbitrator, either of the parties, acting jointly if multiple in composition, or either of the arbitrators, whether appointed by the parties or by such Secretary of State upon not less than three (3) days' notice in writing to each of the parties and to the other arbitrators and upon such application such Secretary of State shall appoint the third arbitrator. The active contestants within each party shall pay the expense of this arbitrator and the expense incurred by it, and the compensation of the third arbitrator shall be divided equally as between such parties and paid by the active contestants in each as above provided. In the event that said arbitrators, or a majority of them shall fail to agree upon a determination of the issues within ten (10) days after the matter is submitted to them said arbitrators shall be discharged and the proceedings had before them shall be abandoned, and if, for the foregoing or any other reason, any arbitration shall fail, a new arbitration shall be immediately commenced by naming new arbitrators as above provided, and the parties shall so continued until a determination shall be made by such arbitrators or a majority of them as herein provided.
- c. Any vacancy on said board of arbitrators may be filled by the party originally entitled to select such arbitrator, and if such party neglects to do so for a period of ten (10) days after written notice by the other party to select such arbitrator, then such vacancy shall be filled, on three (3) days' written notice by the party not in default, by an appointment by such Secretary of State.

- d. No arbitrator shall be appointed hereunder unless he be entirely disinterested, not related to either of the parties disinterested, not related to either of the parties or to another arbitrator, and all arbitrators must be of good repute, known integrity, well informed concerning municipal corporations and the rules and regulations to which they are legally subject and must have been resident freeholders of the State of Iowa, for at least five (5) years prior to appointment.
- e. It is the intent of this Agreement that recourse to arbitration as prescribed shall be a mandatory condition precedent to the invocation of a judicial remedy or judgment and that such arbitration shall be final and binding upon the parties thereto save and except only as the law requires.
- f. For the purposes of the Article all the members which are parties to this Agreement shall be named in either Party X or Party Y. Party Y shall consist of parties known to be adverse to Party X and all other members, party to this Agreement, which have not officially declared their intent to join in the initiation of such arbitration proceedings upon the date of delivery of the initiating notice of service. Selection of an arbitrator by Party Y shall, however, be by the real parties in interest to the issues presented.
- g. In rendering the final, binding decision within ten (10) days of the submission of the matter to them, the panel of arbitrators shall have no power in such decision to add to, subtract from, or otherwise modify in any manner the express terms of this Agreement or of the Association's By-laws.
- h. Each side of the dispute shall be responsible for its own costs, and the cost of the arbitrators shall be divided equally among the parties. Any party seeking to have the proceedings recorded shall be responsible for the payment of the recording costs.

ARTICLE XIV ORGANIZATION

The members of the Association hereby agree that during the month of January of each year, each member shall select a representative to the Association Board and an alternate, and the Secretary of the Association shall forthwith be notified of their names, addresses, and phone numbers. The Board members so appointed by the government bodies of the respective members shall hold office until their successors are selected, pursuant to this paragraph.

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 testimony whereof, said members have caused this agreement to be executed on their behalf by their duly authorized officers, and the same to be attested by their Clerk or Auditor of their host County, and the Corporate Seal of said member or host County to be affixed here to all as of the day and year first above written.

ARTICLE XV FLOW CONTROL

- a. To the extent permitted by the Constitutions and laws of the United States and the State of Iowa, all members shall require that all waste generated or collected, in cities or counties that are included in the Association's Comprehensive Solid Waste Management Plan be delivered to and deposited in the disposal facility designated by the Association.
- b. The Association shall accept for disposal at its facilities all solid waste generated and collected within the service area boundaries of any member, without regard to whether such waste was collected by a public or private entity; provided that such solid waste when delivered is in compliance with the Association's rules and regulations and is a waste of a kind and nature suitable for disposal at the Association's site. The Association may, at its option, refuse to accept any waste for disposal which it, at its sole discretion, deems unsuitable for disposal at the site.
- c. New Association members are required to adopt waste stream reduction plans equal to the plans and reduction percentages of current members.

ARTICLE XVI RESPONSIBILITY OF INDIVIDUAL MEMBERS FOR INDEBTEDNESS OF ASSOCIATION

Notwithstanding anything to the contrary herein, no Withdrawal, Dissolution or Expulsion shall relieve any member of any indebtedness, liability or expenditure which is initiated, accrued or acquired during the period of time of any individual member's membership in the Association. These shall continue to be an obligation of said member until such indebtedness, liability or expenditure is fully paid or satisfied. All members shall continue to be responsible for their proportionate share of said indebtedness, liability or expenditure during the period of time the obligation remains outstanding.

ARTICLE XVII ENTIRE AGREEMENT, SEVERABILITY

- a. This agreement constitutes the entire agreement of the parties establishing the Association and supercedes and replaces all prior agreements, whether written or oral, regarding the South Central Iowa Solid Waste Agency.

- b. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is held to be invalid by a decision in any court of law, such invalidity shall not effect any other term or provision or any application thereof which can be given effect without the invalid term, provision or application, and to this end the terms and provisions of this Agreement are declared to be severable.

(SEAL)

County of Marion, Iowa

Attest:

By Sam L. M. [Signature]
Chairman

Auditor

Jake Handia

(SEAL)

County of Poweshiek Iowa

Attest:

By Romy Wilson
Chairman

Auditor

Diana Dawley

(SEAL)

Lucas County Solid Waste Management Commission

Attest:

By Sam Davis
Chairman

Auditor

Carol Morrison, Deputy Auditor

(SEAL)

County of Monroe, Iowa

Attest:

By [Signature]
Chairman

Auditor

By Jeannie Bettis
Shonda F. Kress
Deputy Auditor