

CONTRACT  
PERMITTING USE OF SANITARY LANDFILL

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between the City of Ottumwa, Iowa, Wapello County, Iowa and [User].

RECITALS

WHEREAS, the City of Ottumwa and Wapello County (“Owners”) jointly own and operate a solid waste disposal system pursuant to an Amended and Restated 28E Agreement (“28E Agreement”), approved on \_\_\_\_\_, 2026; and

WHEREAS, as part of the solid waste disposal system, the Owners operate a landfill located at 13277 165th Street, Ottumwa, Iowa and a recycling center located at 2415 Emma Street, Ottumwa, Iowa (the “Ottumwa/Wapello Landfill”); and

WHEREAS, pursuant to Article IV of the 28E Agreement, public agencies may be permitted to use the Ottumwa/Wapello Landfill pursuant to the terms and conditions of the 28E Agreement, and only after a contract has been entered into with the Owners; and

WHEREAS, the Owners and [User] (the “City”) now desire to enter into a contract regarding the terms and conditions by which City may bring waste and recycling to the Ottumwa/Wapello Landfill; and

WHEREAS, this agreement is necessary ensure the Owners are providing an efficient solid waste disposal program to protect the environment and the public, and to support the long-term planning, maintenance and budgeting of the Ottumwa/Wapello Landfill.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Owners and City agree as follows:

ARTICLE I

1. Owners consent to permit City to use the Ottumwa/Wapello Landfill from the \_\_\_\_ day of \_\_\_\_\_, 2026, to the 30<sup>th</sup> day of June, 2035, for the disposal of solid waste, garbage, ashes, trash, or any solid refuse matter as allowed by the laws of the State of Iowa and the rules of the Iowa Department of Natural Resources (“IDNR”) during said term and pursuant to the provisions of the 28E Agreement, and any amendments hereinafter made to said 28E Agreement, and pursuant to any rules and regulations promulgated by Owners.

2. City will pay to the Owners for the use of the Ottumwa/Wapello Landfill as follows:

- A. Each resident of said City shall be the applicable gate fee in effect when the Ottumwa/Wapello Landfill is used by the resident.

- B. Commercial haulers hauling refuse from City, pursuant to a contract with City or one of its residents shall pay the applicable commercial gate fee.
- C. In addition, if it becomes necessary the Owners may establish an annual per capita per resident fee. The fee will be at the same per resident rate across the area serviced by the Ottumwa/Wapello Landfill. The most recent Federal Census Data will be utilized in calculating an invoice based upon the per capita value.

3. The City will abide by the laws of the State of Iowa and the rules of the IDNR during the term of this contract and pursuant to the provisions of the 28E Agreement, and pursuant to any rules and regulations adopted by the Owners.

4. The City shall not assign this contract without the prior written consent of the Owners.

5. The City waives any cause of action against the Owners for any disruption in the operation of the Ottumwa/Wapello Landfill due to acts of God, or other causes beyond the control of Owners, including temporary or permanent closing down of said operations by state or federal authorities.

6. The City understands and agrees that this contract may be terminated by Owners upon the violation by City of any of the terms of this contract or the 28E Agreement, or any amendments thereto or rules and regulations promulgated thereunder, and for any violations of the laws of the State of Iowa or ordinances, rules or regulations of Owners.

7. The City will pay for and/or indemnify and hold harmless Owners for any damage or injury to the Ottumwa/Wapello Landfill and the property contained thereon, to the employees of Owners or to any other persons using the Ottumwa/Wapello Landfill as a result of acts of City, its agents, or employees, or independent contractors hired by City to transport waste materials to the Ottumwa/Wapello Landfill.

8. Pursuant to both state and federal laws that award any and all parties disposing of waste in a landfill some proportionate share of the responsibility for current and future environmental contamination of the landfill, liability for cleanup costs shall be assessed as follows:

A. To the Owners, the City, or any business or industry therein that contributed the waste causing the contamination if the source of contamination can be accurately determined.

B. If the source of contamination cannot be accurately determined, then the City shall share in the cleanup costs on a proportionate basis of the tonnage of waste delivered by the City, or its contractors, to the contaminated Ottumwa/Wapello Landfill cell as compared to the overall tonnage of waste delivered by all users to the contaminated Ottumwa/Wapello Landfill cell as evidenced by written records of

deliveries, provided the Owners furnish records demonstrating that waste loads to the contaminated Ottumwa/Wapello Landfill cell underwent periodic inspections and the Owners adopted and enforced rules and regulations pertaining to contamination prevention at all times during the delivery of all waste to the contaminated Ottumwa/Wapello Landfill cell.

C. Notwithstanding the foregoing, the City not be responsible for cleanup costs related to contamination that may be accurately determined to have existed prior to the delivery of waste from the City to the Ottumwa/Wapello Landfill, or any contamination arising from a failure of the Owners to perform maintenance of the Ottumwa/Wapello Landfill, or arising from an act of misconduct, recklessness or negligence by the Owners, their officers, agents or employees.

It is further understood and agreed that if Owners in their discretion decide to cease the operation of the Ottumwa/Wapello Landfill, Owner will give City six (6) months advance notice of said decision and that City will cease to sue said site by the time of the date set out in said notice and waives any cause of action against the Owners for the decision to cease the operation of said sanitary landfill site, except that said Owners will reimburse City of the any sums paid under this contract for the privilege of using said site beyond the time said site is to be closed; City recognizing that Owners, in their discretion, may cease to operate the sanitary landfill at their discretion so long as said advance notice is given to the City.

It is further understood and agreed that the above mentioned cost to City for the use of the Ottumwa/Wapello Landfill may be reviewed at the time of the preparation of the budget by Owners for the operation of the Ottumwa/Wapello Landfill and the rates identified in Section 2 above may be adjusted so that said costs will be fair and equitable to Owners, City and other participants in the use of the Ottumwa/Wapello Landfill, which said adjusted cost shall commence at the beginning of the new budget year of the Owners even though said budget year may not correspond with the term of this contract.

*(signatures follow on the next page)*

IN WITNESS WHEREOF the said municipal corporations who are parties hereto, have, on the date written above, caused these presents to be signed by the respective municipal officers thereto, duly authorized and have caused their respective corporate seals to be hereto affixed.

CITY OF OTTUMWA, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
By:

COUNTY OF WAPELLO, IOWA

ATTEST:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
By:

[User], IOWA

ATTEST:

\_\_\_\_\_  
[Position]

\_\_\_\_\_  
By: