

**MUNICIPALITY COOPERATION AGREEMENT
FOR
RECYCLING AND WASTE DISPOSAL**

The parties hereto, all of which are municipalities organized and existing under the laws of the state of Wisconsin, acting pursuant to the provisions of Sec. 66.30 of the Wisconsin Statutes, do hereby enter into this cooperative agreement for the purpose of joining together in recycling of items in the waste stream that can be recycled. Further, if it is within the best interest any or all of the cooperating municipalities may engage in any other activity that may be involved in handling or disposal of any forms of waste.

1. The name of the cooperative organization shall be the "Clintonville Area Waste Service".
2. The parties to this agreement do hereby form a commission to be known as the Clintonville Area Waste Service hereinafter referred to as the Commission or CAWS.
3. The purpose of this Commission is:
 - A. To protect the interest of the taxpayer constituencies of the municipalities executing this agreement and to insure that solid waste generated within these municipalities are properly recycled or disposed of according to the laws of the State of Wisconsin, the Wisconsin Department of Natural Resources, the Environmental Protection Agency, and Waupaca County and local ordinances, when applicable.
 - B. To determine the need, provide the plan, establish an equitable funding, accounting or profit distribution system, and to make recommendations to the municipalities executing this agreement concerning the method of operation and cost of providing waste recycling and disposal service to the citizens of the respective municipalities.
 - C. The Commission may enter into agreements with other municipalities such as counties or private enterprise for the purpose of expediting the recycling or disposal efforts.
 - D. The Commission shall operate independent of councils and town boards, but within the annual budget approved by the municipalities executing this agreement.
4. The Commission shall consist of two delegates appointed from each municipality executing this agreement. The Commission shall have a chairperson, vice-chairperson and treasurer. The chairperson of the Commission shall be elected from the two delegates of the municipality having the largest population within the membership of the Commission. The vice-chairperson and treasurer shall be elected from the delegates of the other municipalities executing this agreement. The vice-chairperson and treasurer must be from different municipalities. If there is no one willing or able to serve from the other municipalities, the vice-chairperson and treasurer shall be elected from among the remaining delegates. All delegates of the Commission shall have voting rights.
5. A quorum of the Commission is two thirds of its members. Any action by the Commission requires a two-thirds affirmative vote of members present.
6. The Commission shall hold meetings as follows:
 - A. Regular meetings shall be held the 4th Tuesday of every month unless otherwise approved by the commission.
 - B. The annual meeting of the commission shall be held on the 4th Tuesday in October.

- C. Special meetings may be called by the chairman of the Commission or by written request of three of the members of the commission.

7. Parliamentary practices:

- A. The Commission may adopt its own rules for the conduct of meetings. In the absence of such rules, Robert’s Rules of Order as revised will prevail.

8. Budget and fiscal year:

- A. The fiscal year shall be the calendar year.
- B. An annual budget for the coming fiscal calendar year shall be adopted at the annual meeting for presentation to the individual municipalities in the Commission.
- C. The budget shall conform to accepted practices in municipal accounting.
- D. All capital costs and improvements shall be paid on a prorata basis by population at the time of said construction, improvement or purchase.
- E. The CAWS Commission prepares the annual budget. The proposed budget is presented to the elected bodies of each municipality. Concerns and recommendations must be placed in writing and received by the Recording Secretary to the CAWS Commission, no later than one week before the next scheduled meeting of the CAWS Commission. The CAWS Commission is responsible for the final budget decisions.
- F. Each municipality shall be responsible for a subsidy based on the total number of customers taking solid waste and recyclables to the CAWS site. The subsidy is derived by dividing the total number of customers of each municipality by the total number of all customers to arrive at their percent of cost. Each January a review will be completed based on the previous calendar year to determine each municipality’s percentage of the cost. The subsidy, for which the municipalities shall be billed, is payable on a quarterly basis. The subsidy imposed shall be sufficient to recover all costs of annual operation, including administration, overhead, disposal fees and a sinking capital fund less any and all income included in the budget.

Current Formula (2007) for Apportionment of Operation Costs

<u>Municipality</u>	<u>Operation Percentage</u>
Clintonville	77.1_%
Larrabee	14.6%
Matteson	8.3%

The above rates are the initial subsidy rates and are subject to review and change at the CAWS Commission discretion.

- G. All management and fiscal operation of the Commission shall be coordinated through one of the municipalities executing this agreement as determined by the Commission. The coordinating municipality shall also be responsible for all necessary accounting. Accounting services will be rendered for an agreed upon fee.
- H. This cooperative agreement shall be in force on a continuing basis and run with the calendar year. Any municipality wishing to withdraw from this agreement shall notify all

other participating members in writing and shall forward a certified copy of the resolution for withdrawal. The notice of the resolution shall be filed with the commission at least eighteen months prior to the beginning of the fiscal year the municipality wishes to withdraw. By withdrawal a municipality forfeits all rights to the assets directly owned by CAWS it then has or thereafter may claim, to any assets or benefits known or unknown at the time of such withdrawal. Services provided by the commission will cease at the time of withdrawal by a member municipality.

- I. Any municipality not a party to this agreement may be admitted to the agreement by a two-thirds affirmative vote of the commission at the annual or monthly meeting of the Commission. New members must contribute a prorata share of the capitalized value of the Clintonville Area Waste Service.
- J. Supplemental additions to this agreement require the ratification of all municipalities holding membership in commission.
- K. This agreement supercedes all prior agreements.

**CITY OF CLINTONVILLE
TOWNS OF LARRABEE AND MATTESON**

Approved and Signed 2008