

**MUNICIPALITY COOPERATION AGREEMENT
FOR
WAUPACA REGIONAL RECYCLING/COMPOSTING CENTER**

THIS AGREEMENT made and entered into this 31st day of July, 1990,
by And between the following Municipalities. Revised June 24, 2010:

| | |
|--------------------|---------------------------|
| City of Waupaca | Waupaca County, Wisconsin |
| Town of Farmington | Waupaca County, Wisconsin |
| Town of Dayton | Waupaca County, Wisconsin |
| Town of Waupaca | Waupaca County, Wisconsin |
| Town of Lind | Waupaca County, Wisconsin |

together, said Municipalities shall hereinafter be referred to as 'the Municipalities.'

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 Section 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.

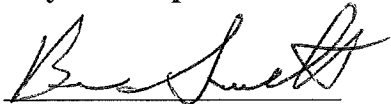
- 1) The name of the cooperative organization shall be the "Waupaca Regional Recycling/Composting Center".
- 2) The parties to this Agreement do hereby form a commission to be known as the Waupaca Regional Recycling/Composting Center Commission, hereinafter referred to as "the Commission".
- 3) The purpose of this Commission is:
 - A) To protect the interests 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 and the Environmental Protection Agency, 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 composting 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/composting efforts.
 - D) The Commission shall operate independent of councils and town boards, but within budgets approved by Municipalities executing this Agreement.
- 4) The Commission shall consist of one (1) delegate and one (1) alternate appointed from each Municipality executing this Agreement. The participating Municipalities shall name their delegates within thirty (30) days of executing this Agreement. Delegates shall serve until the Municipality removes them.

- 5) A quorum of the Commission is two-thirds (2/3) or three (3) of its five (5) members present at a meeting. Any action by the Commission requires a fifty-one percent (51%) affirmative vote of members present. The chair and vice-chair of the Commission shall be elected from the delegates of the Commission at the annual meeting in May. The chair will have voting rights.
- 6) The Commission shall hold meetings as follows:
 - A) Regular meetings shall be held biannually in the months of May after Elections and September after Labor Day.
 - B) The annual meeting of the Commission shall be held in May.
 - C) Special meetings may be called by the chair of the Commission or by written request of three (3) 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 Orders 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 September meeting for presentation to the individual Municipalities in the Commission.
 - C) The budget shall conform to accepted practices in municipal accounting.
 - D) The budgeted costs shall be paid by each Municipality in a per capita basis.
- 9) All management and fiscal operations of the Commission shall be coordinated through one (1) of the Municipalities executing this Agreement as determined by the Commission. The coordinating clerical support staff shall be responsible for the fiscal management operational functions. The coordinating Municipality shall also be responsible for all necessary accounting and legal procedures. The coordinating Municipality shall charge the Commission for services rendered on a cost basis.
- 10) 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 (18) months prior to the beginning of a fiscal year. Any Municipality withdrawal will continue to pay its budgeted share during the eighteen (18) months prior to the date of its withdrawal. By withdrawal, a Municipality forfeits all rights 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.
- 11) Any Municipality not a party to this Agreement may be admitted to the Agreement by a two-thirds (2/3) affirmative vote of the Commission at any meeting of the Commission. New members must contribute a pro rata share of the capitalized value of the Waupaca Regional Recycling/Composting Center.

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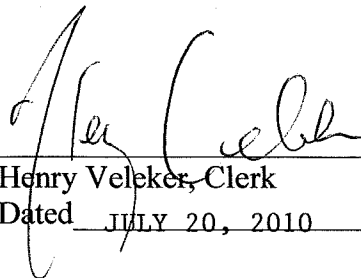
12) Supplemental additions to this Agreement require the ratification of all Municipalities holding membership in Commission.

City of Waupaca



Brian Smith, Mayor

Dated JULY 20, 2010



Henry Veleker, Clerk

Dated JULY 20, 2010

Town of Farmington

Dale Trinrud, Chair

Dated _____

Sandy Grenlie, Clerk

Dated _____

Town of Dayton

Jim Peglow, Chair

Dated _____

Judy Suhs, Clerk

Dated _____

Town of Waupaca

Mike Orr, Chair

Dated _____

Arden Sellin, Clerk

Dated _____

Town of Lind

Lance Penney, Chair

Dated _____

Colleen McCoy, Clerk

Dated _____

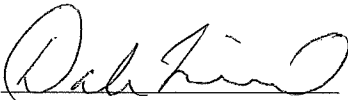
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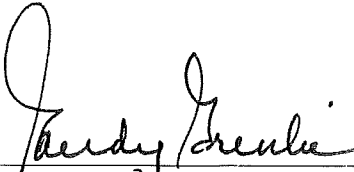
Brian Smith, Mayor
Dated _____

Henry Veleker, Clerk
Dated _____

Town of Farmington



Dale Trinrud, Chair
Dated 8-16-10



Sandy Grenlje, Clerk
Dated 8/16/2010

Town of Dayton

Jim Peglow, Chair
Dated _____

Judy Suhs, Clerk
Dated _____

Town of Waupaca

Mike Orr, Chair
Dated _____

Arden Sellin, Clerk
Dated _____

Town of Lind

Lance Penney, Chair
Dated _____

Colleen McCoy, Clerk
Dated _____

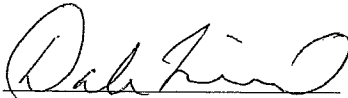
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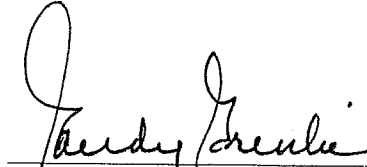
Brian Smith, Mayor
Dated _____

Henry Veleker, Clerk
Dated _____

Town of Farmington



Dale Trinrud, Chair
Dated 8-16-10



Sandy Grenlje, Clerk
Dated 8/16/2010

Town of Dayton

Jim Peglow, Chair
Dated _____

Judy Suhs, Clerk
Dated _____

Town of Waupaca

Mike Orr, Chair
Dated _____

Arden Sellin, Clerk
Dated _____

Town of Lind

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Dated _____

Colleen McCoy, Clerk
Dated _____

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Dated _____


Henry Veleker, Clerk
Dated _____

Town of Farmington


Dale Trinrud, Chair
Dated _____

Sandy Grenlie, Clerk
Dated _____

Town of Dayton



Jim Peglow, Chair
Dated 9-12-10



Judy Suhs, Clerk
Dated 9-29-10

Town of Waupaca

Mike Orr, Chair
Dated _____

Arden Sellin, Clerk
Dated _____

Town of Lind

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Dated _____

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Dated _____

Town of Dayton

Jim Peglow, Chair
Dated _____

Judy Suhs, Clerk
Dated _____

Town of Waupaca

Mike Orr
Mike Orr, Chair
Dated Aug 2 2010

Arden Sellin
Arden Sellin, Clerk
Dated 8-2-2010

Town of Lind

Lance Penney, Chair
Dated _____

Colleen McCoy, Clerk
Dated _____

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Dated _____

Sandy Grenlie, Clerk
Dated _____

Town of Dayton

Jim Peglow, Chair
Dated _____

Judy Suhs, Clerk
Dated _____

Town of Waupaca

Mike Orr
Mike Orr, Chair
Dated Aug 2 2010

Arden Sellin
Arden Sellin, Clerk
Dated 8-2-2010

Town of Lind

Lance Penney, Chair
Dated _____

Colleen McCoy, Clerk
Dated _____

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Town of Dayton

Jim Peglow, Chair
Dated _____

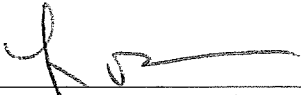
Judy Suhs, Clerk
Dated _____

Town of Waupaca


Mike Orr, Chair
Dated _____

Arden Sellin, Clerk
Dated _____

Town of Lind



Lance Penney, Chair
Dated 8-10-10



Colleen McCoy, Clerk
Dated 8-10-10

