

## Agreement 12-2-2007 Recycling Cooperative

*Copy*TAYLOR COUNTY/MUNICIPALITY  
RECYCLING COOPERATIVE AGREEMENT

This Cooperative agreement is entered into this 2 day of Dec, by and between Taylor County, Wisconsin, hereinafter referred to as the county, and the Town of **LITTLE BLACK**, Wisconsin, hereinafter referred to as the Municipality.

WHEREAS, Taylor County has implemented a county-wide recycling program for participating municipalities per 287.09(1), Wis. Stats., and

WHEREAS, the above named Municipality is contracting to participate in the County recycling program with Taylor County being designated as the responsible unit for recycling purposes for 5 years – January 1, 2008 thru December 31, 2012.

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and the Municipality do hereby agree as follows:

1. The following materials shall constitute the recyclable material for which the County shall have responsibility for:

- a. Clean, dry newspaper.
- b. Clean, non-waxed corrugated cardboard
- c. Clean glass containers separated by color; clear, green, brown.
- d. Clean plastic containers (PET-1 and HDPE-2) with caps removed.
- e. Clean tin containers with labels removed and crushed.
- f. Clean aluminum containers.
- g. Mixed paper, including white, colored, envelopes, catalogs, magazines, and paper grocery bags.

Used tires and white goods (major appliances) are not included.

Contaminated, hazardous, or unacceptable materials will be the responsibility of the municipality accepting the material in question.

2. The municipality shall be responsible for the establishing and maintaining a suitable collection site for the recycling collection unit. The municipality shall be responsible for the purchase of the recycling unit. This includes land, loading dock, fencing as necessary, signage and snow removal.

3. The Municipality is and shall be in exclusive control of its collection site for recyclable materials. The County shall not in any event be liable for any injury or damage to any property or to any person, which would occur at the Municipality's collection site unless such damage or injury directly arose out of actions by the County, its employees or agents, in connection with the pickup of recyclable materials at the collection site.

4. The Municipality shall be responsible for hiring and paying site attendants during designated operating hours as set by the Municipality.

5. The Municipality will become an equal partner with all participating Municipalities by relinquishing its DNR Expedited Grant allocations minus legally committed dollars set by the DNR or equipment in lieu of dollars for the years the contract is in force as approved by the governing body and all future grant allocations for the duration of this contract.

6. The County will pay the Vendor (contracted servicer) as specified by bid and bill each Municipality for services rendered on a timely basis. Services include but are not limited to: Processing, storing, marketing, and transportation of recyclable materials.

7. The County shall be responsible for all bookwork and accounting, contractual agreements with Vendor(s), and future grant applications.

8. There shall be a joint educational effort by both the County and Municipality, the purpose of which is to inform the Municipality's citizens of the what, where, how and why's of the recycling program as directed by the governing body.

9. If additional funds are needed to cover the County's financial obligations as the Responsible Unit of Government for recycling, all participating Municipalities shall be billed on a per capita basis.

10. In the event that the Taylor County recycling program dissolves, all remaining capital will be liquidated and revenue will be distributed on a per-capita basis to contributing partners.

11. The governing body of the Taylor County recycling program shall be the Solid Waste and Recycling Committee. Its makeup is three County Board supervisors and four citizen members of which one will be the Town Partner appointee.

12. No modification or amendment of this agreement shall be effective unless such modification or amendment is in writing and signed by the County and Municipalities.

13. Each party hereby represents that the governing body for the County and Municipality has approved all the terms and conditions of this agreement and has authorized the execution of the same by the officials who have signed this document.

TAYLOR COUNTY

By: \_\_\_\_\_  
County Board Chair

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Corporation Counsel

MUNICIPALITY

By: Carol A. Hoffman  
Town Board Chair

By: Alan Bessy  
Town Supervisor

By: Bryan Schinner  
Town Supervisor

By: Jane Smith  
Town Clerk