

**RACINE AREA INTERGOVERNMENTAL HOUSEHOLD HAZARDOUS WASTE
PROGRAM AGREEMENT**

This Racine Area Intergovernmental Household Hazardous Waste Program Agreement (the "Agreement") is entered into as of the ____ day of _____, 20__, by and between the Racine Wastewater Utility ("Utility"), a quasi-independent division of the Racine city government, through its Racine Wastewater Utility Commission ("Wastewater Commission"), which is the governing body of the Racine Utility and an intergovernmental commission established pursuant to Wis. Stat. §66.0301 and some or all of the following local governmental entities: the City of Racine ("Racine"), the Village of Mt. Pleasant ("Mt. Pleasant"), the Village of Caledonia ("Caledonia"), the Village of Sturtevant ("Sturtevant"), the Village of Elmwood Park ("Elmwood Park"), the Village of Wind Point ("Wind Point"), and the Village of North Bay ("North Bay").

WITNESSETH:

WHEREAS, by action of the Utility and the City of Racine, a Household Hazardous Waste Program ("HHWP") has been established to provide a permanent collection site for disposal of household hazardous waste from residential households; and

WHEREAS, there is a demonstrable need for residential households throughout the Racine area to have a means of properly disposing of household hazardous waste in order to protect the environment and provide for removal of hazardous waste from households; and

WHEREAS, the Parties are desirous of entering into a cooperative agreement to provide for an area-wide Household Hazardous Waste Program.

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement, and pursuant to Wis. Stat. §§66.0301 and other applicable provisions of the Wisconsin Statutes, the Parties hereby agree as follows:

I. DEFINITIONS

The following words, phrases or abbreviations, as used in this Agreement, are defined below:

Agreement. "Agreement" means this Racine Area Intergovernmental Household Hazardous Waste Program Agreement, as amended or otherwise modified pursuant to its terms from time to time.

All Applicable Laws. "All applicable laws" means all applicable statutes, ordinances, regulations, policies, regulatory permits or approvals.

Anticipated Parties. “Anticipated Parties” means the following local governmental entities in the greater Racine area that the Parties as of the Effective Date of this Agreement anticipate may join this Agreement in the foreseeable future: the Racine Wastewater Utility Commission, the City of Racine, the Village of Mt. Pleasant, the Village of Caledonia, the Village of Sturtevant, the Village of Elmwood Park, the Village of Wind Point, the Village of North Bay.

Collection Site. “Collection Site” means a permanent location designated by the Utility and permitted by the State of Wisconsin for acceptance of household hazardous waste.

DNR. “DNR” means Wisconsin Department of Natural Resources or any successor agency having regulatory authority over the Utility, the Wastewater Commission and/or the other Parties to this Agreement with respect to disposal of household hazardous waste.

Hazardous Waste. “Hazardous Waste” has the meaning specified under Wis. Stat. Section 291.01(7).

Household Hazardous Waste. “Household Hazardous Waste” means hazardous waste generated by residential households.

New Party. “New Party” means any Party that executes this Agreement after the Effective Date of this Agreement.

Operation. “Operation” means exercising supervision and control over the Household Hazardous Waste Program, including, without limitation, administration, planning, financial management, personnel management, records management, safety and emergency operations.

Parties. “Parties” means local governmental entities that have approved and executed this Agreement, and their Successors.

Residential Household. “Residential Household” means a residential living unit used for human residency including, without limitation, single family homes, multi-family homes, duplexes, residential condominiums, apartment units, but excluding motels and hotels and excluding living units used for business, commercial or industrial purposes. Currently the Racine Wastewater Utility assesses each water meter customer of a residential designation one fee. If a duplex has two water meters, each meter is charged a HHW fee.

Utility. “Utility” means the Racine Wastewater Utility, a quasi-independent arm and agent of the Racine city government, the governing body of which is the Wastewater Commission.

Very Small Quantity Generator (VSQG). The HHW vendor hired by the Utility shall provide services to local commercial and industrial customers considered to be VSQG's. These customers shall work directly with the Utility vendor to dispose of their waste in a proper manner. Those customers will be responsible to work with the vendor on payment for VSQG services rendered outside of this contract.

Wastewater Commission. "Wastewater Commission" or "Commission" means the Racine Wastewater Utility Commission, an intergovernmental commission established pursuant to Wis. Stat. §66.0301 to serve as the governing body of the Racine Wastewater Utility.

II. PARTIES

A. New Parties Joining This Agreement.

1. Adding New Parties. The Wastewater Commission shall have administrative authority to recognize, process, approve, and add as a New Party to this Agreement any of the Anticipated Parties if the proposed New Party having duly approved and executed this Agreement, and if the Wastewater Commission has duly adopted a resolution formally admitting such New Party to the Agreement.
2. Adding New Parties that are not Anticipated Parties. The addition of a New Party to this Agreement that is not an Anticipated Party shall require a written amendment of this Agreement.
3. The Wastewater Commission shall promptly notify each Party in writing of the admission to this Agreement of any New Party.

III. HOUSEHOLD HAZARDOUS WASTE PROGRAM

A. Utility agrees to:

1. Establish a Household Hazardous Waste Collection Site to open not later than August 1, 2006, to be located at a central location, to be operated at times established by the General Manager of the Utility, under the following conditions:
 - a. The Collection Site shall be open at least once per month from May through October of each year during the term of this Agreement or any extension thereof, provided that funding is sufficient to sustain this operation schedule. If funding is insufficient, then the Utility shall cease the operation for the remainder of such year when Program funds have been depleted to the extent that such funds are not sufficient to support further operation during that year.

- b. The Collection Site shall not accept hazardous waste from business, commercial or industrial entities, but only from residential households (except under the category of Very Small Quantity Generator (VSQG) as explained in this document).
2. Comply with all applicable laws with respect to handling and disposal of Household Hazardous Waste.
3. Establish an Advisory Committee to the Commission to provide recommendations for operation of the HHWP, with such Advisory Committee to be composed of one representative of each Party, the General Manager of the Utility, one member of the Commission, and one representative from an environmental organization. Each such entity shall appoint its representative, excepting that the representative of an environmental organization shall be appointed by the commission.
4. Invoice and collect for each residential customer in Utility's sewer service area an initial annual charge of \$6.00 per residential household for 2006 and 2007 and to invoice non-City Parties a like amount for each residential household in its service area. Each non-City Party shall be responsible for payment of such aggregate amount to the Utility. Each single family home and each residential unit of a duplex, multi-family home, residential condominium, apartment building or similar structure shall be subject to the annual charge.
5. Annually review the cost of the Program and adjust the charge if necessary, as part of the Commission's budget process. Capital costs of initiating the Program shall be amortized over a specified time period to retire the initial capital investment of the facility. The initial and subsequent costs of a capital nature will be reviewed from time to time to assign a fair and reasonable cost allocation to current and future parties to this agreement.
6. Maintain all funds received for the Program in a separate account to be used only for the Program, and to provide for an annual audit of the Program.

B. The Parties agree:

1. To make payment to Utility as to non-City Parties and to permit such payment as to the City, as provided in section III. A. above. Non-City Parties shall pay the amount due to the Utility either the entire annual fee by June 1 of each year or may choose to remit the amount due in equal installments. The installments shall be made on April 30th, July 31st and October 31st of each year. In the event of late payment, interest shall accrue on the outstanding amount at the rate of 1.5% per month of delinquency, and Utility may deny service at the Collection Site for households located in a delinquent Party's jurisdiction.
2. The Racine Wastewater Utility shall submit a list of all residential customer accounts within the Village to the Village sewer utility by January 31 of each year. The lists shall include address of the property at a minimum. The list is subject to review by the Village. The review shall be performed by March 31 of each year. If the Village fails to respond to the Utility by that time, the list of residential properties furnished by the Utility shall be used as the basis for computing the aggregate annual fee for residential customers. The Village and Utility shall agree on the number of units prior to remittance of fees by the Village. The aggregate annual fee due to the Racine Utility for HHW charges shall be computed by multiplying the number of residential dwelling units times the rate per residential unit. The number of residential households in the Village of Elmwood Park for 2008 shall be 1,248.
3. The Parties shall remit an annual fee per residential water utility customer as defined above. The per-residential fee shall be subject to change on an annual basis following a financial audit of the previous year's expenses. The annual fee for 20__ is set at \$6.00 per residential household as defined above.
4. That it is the intent of this Agreement that the operations of this HHWP be sustained by the annual charge specified in Section III, A.4. The annual charge may be adjusted by the Commission from time to time to cover the Utility's cost to operate the facility. The annual Utility Audit shall include a review of the expenditures and revenues to operate the HHWP. The Wastewater Commission shall have the authority to raise or lower the annual charge so that revenues equal expenditures. No rebate shall be made to any Party and the Utility may carryover losses or gains from one fiscal year to another.

5. A Party may elect to have the per residential household fee collected by the Racine Utility if the Utility is currently invoicing individual customers of that Party for water or wastewater services. The annual charge will be collected as a quarterly fee at the same time the existing service is invoiced. By signing this agreement, the village is authorizing the Utility to be its collection agent for this fee. Any resident of the Village that refuses to pay will be directed to the Village, and the Village shall be responsible to pay on behalf of those such residents if the Utility is not successful in collecting payment.

IV. HAZARDOUS HOUSEHOLD WASTE PROJECT AREA

- A. Project Area Defined. The HHWP shall provide service under the terms and conditions provided in this Agreement to all households located within the jurisdictional boundaries of the Parties, and to no other household.
- B. Program Service for Households outside Project Area or Parties' Area. No service under this Agreement shall be provided for or to any household that is not within the jurisdictional boundaries of the Parties.
- C. The Parties, by mutual written agreement, may allow special arrangements for Non Parties of the agreement to utilize the site at times other than the normal collection times. If it is deemed that the lease for the premises needs modification to allow this activity, the Non Party will be responsible to pay for any and all costs associated with accommodating the Non Party activities.

V. MISCELLANEOUS

A. Notices.

All notices, requests, demands, consents and approvals required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by FAX, addressed to the parties as follows:

1. If to Utility:
General Manager
Racine Wastewater Utility
800 Center St., Room 227
Racine, WI 53403
2. If to City:
City Clerk
730 Washington Ave.
Racine, WI 53403

3. If to:
Village Clerk
Village of Elmwood Park
P.O. Box 085882
Racine, WI 53408

B. Severability.

In the event that any provision of this Agreement, or any part thereof, is held or determined by a court or agency of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be deemed to be severable and shall survive.

C. Successors.

This Agreement shall benefit and be binding upon the Parties and their Successors.

D. No Third-Party Beneficiaries.

This Agreement is intended to benefit only the Parties and their Successors, and nothing in this Agreement shall be interpreted as giving to any Person which is not a Party any legal or equitable rights whatsoever.

E. Term/Termination.

The term of this Agreement shall be one year commencing February 1, 200_, and shall be renewed automatically for one year periods thereafter, excepting that a Party other than Utility and Commission may give at least 60 days notice of termination as to that Party prior to the end of any such one year extended term of this Agreement. The Utility shall notify all parties at least 90 days prior to the end of the term of any increase of the per-household annual fee. Utility and Commission may terminate the Program upon giving the other Parties notice of Program termination at least one year in advance of the end of any one-year term of this Agreement.

F. Individual Admittance.

Users of the HHW site shall be residential property owners or renters of such property within the Village of Elmwood Park. Admittance to the site shall be by use of a Wisconsin driver's license or property tax statement listing the residential property. Waste from commercial and industrial customers can only be accepted at the Household Hazardous Waste facility in accordance to the VSQG provisions listed below. Waste believed to be from a commercial or industrial customer may be rejected at the discretion of the staff at the facility. Elmwood Park may provide a representative at the site on weekends to aid in the verification of Elmwood Park residents and household waste.