



State of Illinois  
Executive Department

### CERTIFICATE

To All To Whom These Presents Shall Come, Greeting:

I, JIM EDGAR, Secretary of State of the State of Illinois, do hereby certify that the attached is a true copy of an Agreement Establishing the Solid Waste Agency of Northern Cook County, as filed in this office May 13, 1988.

IN TESTIMONY WHEREOF, I hereto set  
my hand and cause to be affixed the  
Great Seal of the State of Illinois.  
Done at the City of Springfield,  
May 16, 1988.

A handwritten signature of Jim Edgar in cursive script, written over a horizontal line.

SECRETARY OF STATE

AN AGREEMENT ESTABLISHING  
THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY  
AS A MUNICIPAL JOINT ACTION AGENCY

THIS AGREEMENT is entered into by and among the municipalities and counties which under ordinances duly adopted by their respective corporate authorities have executed this Agreement pursuant to its terms, and is dated as of May 2, 1988.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under that Constitutional provision units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to inter-governmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (Ill. Rev. Stat., ch. 127, §741 et seq.), also authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority and to enter into intergovernmental agreements for that purpose; and

**FILED**  
INDEX DEPARTMENT

MAY 13 1988

IN THE OFFICE OF  
SECRETARY OF STATE

WHEREAS, Section 3.2 of the Intergovernmental Cooperation Act, as amended, authorizes any two or more municipalities and counties as units of local government to establish by an intergovernmental agreement a municipal joint action agency as a municipal corporation and public body politic and corporate in order to provide for efficient and environmentally sound collection, transportation, processing, storage and disposal of municipal waste; and

WHEREAS, the parties to this Agreement have determined that they need to join together to create a joint action agency by intergovernmental agreement to provide an efficient and environmentally sound waste system, including Waste Projects, for the use and benefit of the Members; and

WHEREAS, the Agency, when formed, may enter into Project Use Agreements with Members and Customers providing for the Agency to develop and operate a Waste Project or Projects, providing for the rights of Members and Customers to use of the Waste Project, assessing charges for such use or providing for payment of amounts without regard to use of the Project, and establishing conditions with respect to use of the Waste Project, including, but not limited to, conditions requiring a Member to make exclusive use of the Waste Project for all or a specified portion of the Municipal Waste within its jurisdiction, all as may be agreed to by the Member or Customer and the Agency in a Project Use Agreement; and

WHEREAS, it is necessary for purposes of economy and environmental safety that the parties form a municipal joint action agency to exercise the powers and duties conferred by law for their benefit; and

WHEREAS, the parties to this Agreement have approved this Agreement by ordinance duly adopted by their respective corporate authorities;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions.

For the purposes of this Agreement each of the following words and phrases shall have the meaning set forth following the word or phrase, unless the context clearly indicates a different meaning.

1.1 The word "Act" shall mean the Intergovernmental Cooperation Act (Ill. Rev. Stat., ch. 127, §741 et seq.), as it has been and as it may be amended from time to time.

1.2 The phrase "Additional Member" shall mean any municipality or county which becomes a Member of the Agency pursuant to paragraph 5.3 of this Agreement. An Original Member which withdraws from the Agency pursuant to this Agreement may become an Additional Member of the Agency in the manner provided in Section 5.3.

1.3 The word "Agency" shall mean the Solid Waste Agency of Northern Cook County established by this Agreement.

1.4 The phrase "Board of Directors" shall mean the Board of Directors of the Agency.

1.5 The word "Bonds" shall mean any bonds, notes or other evidences of indebtedness of the Agency.

1.6 The word "By-laws" shall mean By-laws of the Agency as adopted and as amended from time to time by the Board of Directors.

1.7 The word "Customer" shall mean any person, corporation, unit of government or other entity which is not a Member but which has entered into a Project Use Agreement with respect to a Waste Project.

1.8 The phrase "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Agency.

1.9 The word "Member" shall mean any county or municipality which is an Original Member or which becomes an Additional Member of the Agency pursuant to the terms of this Agreement.

1.10 The phrase "Municipal Waste" means garbage, general household and commercial waste, landscape waste and construction or demolition debris or such other

definition as the Board of Directors may lawfully determine.

1.11 The phrase "Original Member" shall mean a municipality which becomes an Original Member of the Agency as provided for in paragraph 5.2.

1.12 The phrase "Project Use Agreement" shall mean the interim or long term contract or contracts between the Agency and a Member or Customer establishing the rights and obligations of the parties with respect to development and use of a Waste Project and assessing charges for such use or providing for payment of amounts by the Member or Customer without regard to use of the Project, as amended and supplemented from time to time.

1.13 The phrase "Waste Project" means land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Municipal Waste. A Waste Project shall include land held for a planned Waste Project or used to buffer a Waste Project from adjacent land uses.

Section 2. Establishment.

A municipal joint action agency is hereby established by this intergovernmental agreement among the Members. The Agency shall be a municipal corporation and a public body politic and corporate and not a joint venture or partnership among the Members. The corporate name of the Agency so established is the Solid Waste Agency of Northern Cook County.

Section 3. Purpose.

The Agency is established for the purpose of efficient and environmentally sound collection, transportation, transfer, processing, treatment, storage, disposal, recovery and re-use of Municipal Waste, all as provided in the Act and this Agreement.

Section 4. Duration.

The Agency shall have perpetual duration unless dissolved and terminated as provided in Section 6 of this Agreement.

Section 5. Membership.

5.1 The Members of the Agency shall be any municipality or county which becomes an Original Member as provided in paragraph 5.2 or an Additional Member as provided in paragraph 5.3. However, any Original Members or Additional Members which shall have withdrawn from the Agency pursuant to this Agreement shall no longer be Members.

5.2 Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this



Agreement may become an Original Member of the Agency upon execution of this Agreement no later than the Effective Date of this Agreement. Execution of this Agreement by an Original Member shall be authorized by ordinance adopted by the corporate authorities of the Member.

5.3 (a) Any Illinois municipality which is listed on Exhibit One which is attached to and made a part of this Agreement and which is not an Original Member may become an Additional Member of the Agency, provided (1) the corporate authorities of the municipality have adopted an ordinance authorizing execution of this Agreement; (2) a majority of the then Directors of the Agency has adopted an ordinance consenting to the Additional Member; (3) the corporate authorities of a majority of the then Members have adopted an ordinance consenting to the Additional Member; (4) the Additional Member has accepted any conditions imposed by the Agency under subparagraph (c); and (5) the Additional Member has paid to the Agency an initial contribution. The initial contribution shall be determined at the time the corporate authorities of the Additional Member authorize by ordinance execution of this Agreement. The initial contribution shall equal the population of the municipality as determined by the later of the 1980



census or the most recent special census published by the United States Bureau of the Census and certified by the Member multiplied by (i) Fifty (50) cents, if the time of determination is from the Effective Date of this Agreement through May 14, 1988, (ii) One (\$1) Dollar if the time of determination is from May 15, 1988 through June 14, 1988; (iii) Five (\$5) Dollars, if the time of determination is from June 15, 1988 through September 30, 1988; (iv) Ten (\$10) Dollars, if the time of determination is from October 1, 1988 through March 30, 1989; and (v) Fifteen (\$15) Dollars, if the time of determination is after April 1, 1989. No municipality is eligible for membership under this subparagraph (a) after October 1, 1989.

(b) Any Illinois county or municipality which is not eligible for membership under paragraphs 5.2 or 5.3(a) or which was eligible but did not become or remain a Member under paragraphs 5.2 or 5.3(a) may become an Additional Member, provided (1) the corporate authorities of the county or municipality have adopted an ordinance authorizing execution of this Agreement and such other agreements as may be required by the Agency; (2) a majority of the then Directors of the Agency has adopted an ordinance consenting to such Additional Member; (3) the corporate authorities of a majority of

the then Members have adopted an ordinance consenting to such Additional Member; (4) the Additional Member has accepted any conditions imposed by the Agency under subparagraph (c); and (5) the Additional Member has paid to the Agency an initial contribution. The initial contribution shall be determined at the time the corporate authorities of the Additional Member authorize by ordinance execution of this Agreement. The initial contribution shall equal the population of the municipality or the unincorporated area of the county as determined by the later of the most recent federal decennial census or a special census published by the United States Bureau of the Census and certified by the Member multiplied by (i) Five (\$5) Dollars, if the time of determination is from the Effective Date of this Agreement through September 30, 1988; (ii) Ten (\$10) Dollars, if the time of determination is from October 1, 1988 through March 30, 1989; and (iii) Fifteen (\$15) Dollars, if the time of determination is after April 1, 1989.

(c) The Board of Directors of the Agency may at any time refuse to admit Additional Members under subparagraph 5.3(b). The Board of Directors may establish conditions with respect to any municipality or county becoming an Additional Member under subparagraphs

5.3(a) or (b). These conditions may be in addition to the initial contribution required under paragraph 5.3 and may include, without limitation, the making of a capital contribution to the Agency, reimbursements to Members for costs incurred in organization and start-up of the Agency and any Waste Project, the payment of differential rates, fees or charges with respect to the Agency or use of a Waste Project, and the assumption of all or a portion of contracts, debts and obligations of the Agency, or of Members with respect to the Agency.

5.4 Promptly upon any county or municipality becoming an Additional Member, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

Section 6. Withdrawal, Termination and Dissolution.

6.1 Any Member may withdraw as a Member of the Agency without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in paragraph 9.4, (ii) under the terms and conditions of any outstanding Project Use Agreement to which the withdrawing Member is a party and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any Bonds of the Agency are outstanding, except as permitted by the resolution or resolutions authorizing the issuance

of such Bonds. No Member may withdraw while and so long as any Bonds are outstanding, if such withdrawal would reduce the number of Members to less than three.

6.2 Any Member may withdraw pursuant to paragraph 6.1 of this Section only upon filing with the Secretary of the Agency no less than 180 days before the intended effective date of withdrawal a certified copy of an ordinance of the Member determining so to withdraw.

6.3 The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to less than three, or (ii) upon the filing with the Secretary of the Agency of certified copies of ordinances of three-fifths (3/5) of the Members determining to dissolve and terminate the Agency.

6.4 Notwithstanding the provisions of paragraph 6.3, as long as any Bonds of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

6.5 Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Agency to the Illinois Secretary of State.

#### Section 7. Powers.

7.1 In addition to any powers, and subject to any

limitations, set forth elsewhere in the Agreement, the Agency shall have the following powers:

(a) To sue or be sued;

(b) To apply for and accept gifts, grants or loans of funds, property or financial or other aid from any public agency or private entity;

(c) To invest available funds as provided by law;

(d) To plan, finance, construct, reconstruct, acquire, own, lease as lessor or lessee, equip, extend, improve, manage, operate, maintain, repair and close any Waste Project and to take any and all action necessary or incidental thereto;

(e) To acquire, hold, sell, lease as lessor or lessee, lend, transfer or dispose of real or personal property, including intangible property, or interests therein, as it deems appropriate in the exercise of its powers, and to provide for the use thereof by any Member upon such terms and conditions and with such fees or charges as it shall determine, and to mortgage, pledge or otherwise grant security interests in any such property;

(f) To make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, including Project Use Agreements with Members or with Customers;

(g) To adopt, amend and repeal ordinances, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with Section 3.2 of the Act or this Agreement, including with respect to use of a Waste Project;

(h) To provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;

(i) To appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;

(j) To make and execute any contract relating to a Waste Project with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person including, but not limited to, contracts which require:

- (1) The contracting party pay the Agency a fixed amount for the collection, transportation, transfer, processing, storage, treatment, disposal, recovery and re-use of a stated amount of Municipal Waste (whether or not the



stated amount of waste is collected, transported, transferred, processed, stored, treated, disposed of, recovered or re-used), or pay all or a portion of the capital and operating expenses of a Waste Project;

- (2) The contracting party make exclusive use of a Waste Project for collecting, transporting, transferring, processing, storing, treating, disposing, recovering, or re-using all or any portion of Municipal Waste over which the party has control;
- (3) The abandonment, restriction, or prohibition on completion or construction of competing waste projects by the contracting party;
- (4) Specific provisions with respect to the collection, transportation, transfer, processing, storage, treatment, disposal, recovery and re-use of Municipal Waste;
- (5) Payment of fees and charges with respect to a Waste Project;

(k) To enter into contracts which provide for compensation to areas affected by an Agency Waste Project;

- (1) To enter into contracts with the community in which an Agency Waste Project is located controlling



location, use, operation, maintenance and closing of a Waste Project;

(m) To create and fund reserves for the purpose of planning, constructing, reconstructing, financing, acquiring, owning, managing, insuring, leasing, equipping, extending, improving, operating, maintaining, repairing, and closing Waste Projects;

(n) To create, develop and implement plans for closing and re-use of sites on which Waste Projects are located, which plans may provide for various uses, including but not limited to, residential, recreational, commercial, office, institutional, public and industrial uses;

(o) To prepare, submit and administer plans, and to participate in intergovernmental agreements, pursuant to the Local Solid Waste Disposal Act;

(p) To establish rates, fees and charges for the use of a Waste Project;

(q) To borrow money and, in evidence of its obligation to repay the borrowing, to issue its Bonds for any of its corporate purposes, all as provided in the Act; and, for the purpose of securing and paying any Bonds, to pledge, assign or provide for a lien or security interest on (1) any or all revenues derived from the operation of a Waste Project, and investment

earnings thereon; (2) proceeds of any of its Bonds and investment earnings thereon; (3) receipts of the Agency under any Project Use Agreements or any other contracts with any Member or Customer which provide that such receipts may be used for that purpose, and investment earnings on any such receipts; (4) amounts received from a bank, savings and loan association or other financial institution under a contract or other agreement to lend money or purchase obligations; (5) proceeds of any insurance policy or other contract of insurance; (6) awards from any condemnation or other eminent domain proceeding; (7) proceeds from the sale, lease or other disposition of any property; (8) any funds or accounts securing payment of Bonds, as established by the resolution authorizing the Bonds; and (9) any other amounts which by law may be applied to such obligations, all as and to the extent as provided by law and the resolution authorizing the issuance of the Bonds;

(r) To exercise any or all powers specifically granted to municipal joint action agencies by law;

(s) To exercise all other powers incident to the purposes and objectives of the Agency which may be provided for by law;

(t) To exercise any power with respect to the Municipal Waste of any Member or any Member's Municipal

Waste system that may be delegated to it by that Member pursuant to law.

7.2 The Agency shall have no taxing power.

7.3 Any Member may, for the purposes of, and upon request by, the Agency, exercise the power of eminent domain available to it, convey property so acquired to the Agency for the cost of the acquisition, and be reimbursed for all expenses related to this exercise of eminent domain power on behalf of the Agency.

#### Section 8. Governance.

8.1 The Agency shall be governed and administered as provided in this Section and in the By-Laws, adopted pursuant to, and subject to the limitations of, this Agreement.

8.2 The governing body of the Agency shall be the Board of Directors. There shall be one Director for each Member, who shall be appointed by vote of the corporate authorities of the Member and who at the time of appointment shall be the (i) Mayor or President of a Member (if such Member is a municipality) or the President or Chairman of a Member (if such Member is a County), (ii) another elected member of the corporate authorities of the Member or (iii) the chief administrative officer of the Member. The term of each initial Director shall begin when he or she is appointed

and shall continue until April 30, 1991 and until his or her successor is appointed. Thereafter, all Directors shall be appointed for two-year terms expiring on April 30 of odd numbered years. Except as provided in paragraph 8.4, a person serving as a Director shall serve until his or her term expires, and thereafter until his or her respective successor is appointed. Each Director shall have one vote on the Board of Directors.

8.3 Any Member may appoint one or more persons to serve as the Alternate Director. Any such appointee shall meet the qualifications for office as a Director established in paragraph 8.2. The Alternate Director may attend any meeting of the Board of Directors and may vote as the Director in the absence of the Director from that Member or if there is a vacancy in the position of Director from that Member. The term of an Alternate Director shall be the same as the term of the Director from the appointing Member. Except as provided in paragraph 8.4, a person serving as Alternate Director shall serve until his or her term expires and thereafter until the successor is appointed.

8.4 All appointments of Directors and Alternate Directors shall be by ordinance or resolution of the corporate authorities of the appointing Member, a

certified copy of which shall be filed with the Secretary of the Agency. Should any Director or Alternate Director cease to serve as the President, Mayor, Chairman, elected member of the corporate authorities or chief administrative officer of the appointing member, that person shall simultaneously cease to serve as Director or Alternate Director of the Agency and the position shall be vacant. Any vacancy in the office of Director or Alternate Director shall be filled by appointment by the Member with respect to which the vacancy exists. Directors and Alternate Directors shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

8.5 The Board of Directors shall elect one Director to serve as Chairman and another Director to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board of Directors. The Vice-Chairman shall preside over meetings of the Board of Directors in the Chairman's absence. The Board of Directors shall elect other persons, who need not be Directors, to the positions of Secretary and Treasurer and may elect other persons, who need not be Directors, to such other offices as the Board shall determine. The

duties, terms of office, and manner of selection of the officers shall be prescribed in the By-Laws. The Board of Directors may provide that any officer of the Agency who is not a Director may be compensated for service in such capacity.

8.6 The Board of Directors shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of additional Members, shall approve all Project Use Agreements, shall impose any charge on Members not provided for in a Project Use Agreement, shall adopt any ordinances or resolutions providing for the issuance of Bonds of the Agency, shall adopt the By-Laws, rules and regulations of the Agency, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Act, this Agreement or the By-Laws.

8.7 Except as a greater majority is otherwise provided in this Agreement or the By-Laws, actions required by law or by this Agreement to be taken by the Board of Directors shall be taken by an affirmative vote of a majority of the then Directors.

8.8 Upon the written request of any Director, any



matter with respect to the Agency shall be placed on the agenda of the Board of Directors.

8.9 There is established an Executive Committee of the Agency. The Executive Committee shall consist of 7 Directors if the Agency has fewer than 24 Members and 9 Directors if the Agency has 24 or more Members. In the event there are more than thirty Members, the Board of Directors may select additional Directors to serve on the Executive Committee. The Executive Committee shall be selected by vote of the Board of Directors of the Agency. The persons appointed to the Executive Committee shall include two persons who are Directors from Members having a population of more than 50,000 persons, provided that there are two Members having such population. Population shall be determined on the basis of the later of 1980 census or the most recent special census published by the United States Bureau of the Census and certified by the Member. The population qualification for service on the Executive Committee shall terminate on April 30, 1991. The terms of office of members of the Executive Committee shall be established in the By-laws. With the consent of the Member, a specified Alternate Director for that Member may be elected to the Executive Committee on behalf of that Member. The Executive Committee, by an affirmative



vote of a majority of the then Committee members, may take any action with respect to the Agency which the Board of Directors is authorized to take, except the Board of Directors shall have the sole authority to approve the annual budget, to make all appropriations, to adopt any ordinances or resolutions providing for the issuance of Bonds, to adopt rules, regulations and By-laws of the Agency, to admit additional Members, to approve all Project Use Agreements, to impose any charge on Members not provided for in a Project Use Agreement and to take such other action as may be reserved to it in the rules, regulations, By-laws or Ordinances of the Agency. Members of the Executive Committee shall not be compensated for their service in such capacity, but may be reimbursed for reasonable and necessary expenses incurred in performance of their duties.

Section 9. Rights and Responsibilities of Members.

9.1 The Board of Directors shall determine the costs to be paid by the respective Members as provided in this paragraph:

(a) With respect to capital costs of planning, acquiring, financing, constructing and equipping a Waste Project (or improvements or extensions to a Waste Project), the Agency may itself finance these costs from borrowed money or

retained amounts and it may enter into Project Use Agreements providing for the other party to the Project Use Agreement to make capital contributions and payments to the Agency (at the times specified by the Board of Directors and in proportionate shares as provided in the Project Use Agreement). No Project Use Agreement with a Member shall be executed by the Agency except upon authorization by an ordinance approved by an affirmative vote of 3/4 of the then Directors.

(b) With respect to annual costs of operation and maintenance of the Agency, the Board of Directors shall establish cost-sharing charges for Members based upon usage of the Waste Projects in amounts sufficient to provide the funds required by the annual budget to the extent that such costs are not anticipated to be paid from other revenues of the Agency. Such costs shall be provided for in the Project Use Agreement between the Agency and a Member. Notwithstanding the foregoing, by an affirmative vote of 3/4 of the then Directors, the Board of Directors may establish from time to time charges with respect to Members for the Agency's annual costs of operation and maintenance which may

be payable regardless of actual or estimated use of Waste Projects.

(c) Members shall appropriate their funds to pay their share of the costs of the Agency and to service their obligations related to the Agency. Members may use their credit, revenues and other resources, including the power to borrow money, to incur debt and to issue and sell bonds, if necessary, to pay such costs and service such obligations as they individually determine, unless otherwise provided for in a Project Use Agreement.

9.2(a) The Board of Directors may suspend the membership on the Board of Directors and the Executive Committee of any Member whose capital contributions and payments or charges for operation and maintenance due to the Agency, as determined by the Board of Directors as provided in this Agreement, have not been paid in full within sixty days after demand by the Agency. A Member under suspension shall have no power to make or second motions or to vote either as a Member or through its Director or Alternate Director, nor shall it be counted for the purposes of the establishment of a quorum or the determination of the vote needed to pass or approve any matter coming before the

Agency, the Board of Directors or the Executive Committee. A Member under suspension shall continue during its suspension to be responsible for its share of any unpaid contracts, debts and obligations incurred by the Agency. Upon payment of all amounts due the Agency under this Agreement, including those accrued during the suspension, a Member under suspension shall be reinstated to membership on the Board of Directors and the Executive Committee.

(b) The Agency may refuse access to a Waste Project to any Member whose contributions, payments and charges under this Agreement or any Project Use Agreement have not been paid within sixty days after billing by the Agency. Further, a reasonable penalty charge for late payments may be established and imposed by the Board of Directors.

9.3 The Agency shall not be liable for any liability or obligation incurred by any Member except as agreed by the Board of Directors or except pursuant to paragraph 7.3.

9.4 Any withdrawing Member shall remain liable with respect to any contracts, debts and obligations incurred by the Member with respect to the Agency prior to the date of withdrawal, including any costs imposed

on it as provided in paragraph 9.1. Further, a withdrawing Member shall pay to the Agency in full at the time of withdrawal from the Agency an amount determined by the Agency to be sufficient to pay any and all additional direct costs occasioned to the Agency by reason of a Member's withdrawal. Payment by a withdrawing Member to the Agency of all amounts due upon withdrawal shall be a condition precedent to withdrawal.

9.5 If withdrawal of one or more Member results in dissolution and termination of the Agency as required by Section 6, then the withdrawing Member shall participate in the dissolution of the Agency as set forth in paragraph 9.6.

9.6 Upon the termination and dissolution of the Agency:

(a) All liabilities and obligations of the Agency shall be paid, satisfied and discharged, or adequate provision made therefor;

(b) The assets of the Agency remaining after dissolution shall be distributed among the Members who had participated in the Agency within one year prior to such dissolution and termination as shall be determined by the Board of Directors, except as may be provided with respect to a Waste Project in a Project Use Agreement, after any setoff with

respect to the provision for payment of that Member's shares of its contracts, debts and obligations to the Agency.

Section 10. By-Laws.

The Board of Directors shall adopt By-Laws for the Agency which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Board of Directors and the Executive Committee, the adoption of annual budgets and appropriations, and the entering into of contracts and purchases by the Agency. The By-Laws may be adopted or amended only upon the affirmative vote of not less than 3/4 of the then Directors. The By-Laws may provide additional requirements and procedures with respect to amendment of the By-Laws.

Section 11. Amendment.

This Agreement may be amended by written agreement of all Members, authorized by ordinances adopted by their respective corporate authorities, certified copies of which shall be filed with the Secretary of the Agency. Promptly upon there being any amendment to this Agreement, the Secretary of the Agency shall cause a copy of the amendment to be filed in the office of the Illinois Secretary of State.

Section 12. Enforcement.

The Agency shall have the right to enforce this Agreement, the By-Laws, a Project Use Agreement or any other



agreement among or between the Agency and any one or more Members against any Member and to compel payment of contributions and charges as provided in this Agreement, the By-Laws, a Project Use Agreement or any other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the By-Laws, a Project Use Agreement or any other such agreement or to compel payment of contributions and charges of the Agency and the Agency prevails, the defaulting Member shall pay the Agency's reasonable legal fees and costs pertaining to the suit, in such amount as determined by the court.

Section 13. Effective Date.

This Agreement shall become effective upon execution at Closing (the "Effective Date"). Closing shall occur (i) on the later of April 15, 1988 or the date ten (10) days after ten Members have adopted and published ordinances authorizing execution of this Agreement or (ii) on such later date as the Original Members shall determine.

Section 14. Filing with Secretary of State.

Promptly upon this Agreement becoming effective, a copy of this Agreement shall be filed with the Illinois Secretary of State.

Section 15. Organization of the Agency.

Within thirty days after execution of this Agreement by a Member it shall make its appointments to the Board of Directors. Within sixty days of the effective date of this



Agreement the Board of Directors shall meet and as soon as may be practicable shall elect the Executive Committee and officers of the Agency and adopt such By-laws as may be appropriate.

Section 16. Non-Waiver.

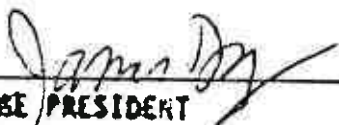
Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of a Waste Project of the Agency within the corporate limits of the Member.

Section 17. Severability.

If any provision of this Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect other provisions of this Agreement which can be given effect without the illegal, invalid or unenforceable provision and to this end, the provisions of this Agreement are severable.

IN WITNESS WHEREOF the signatories to this Agreement have caused it to be executed by their duly authorized officers on the dates specified below. This Agreement may be executed in counterparts.

VILLAGE OF ARLINGTON HEIGHTS

By:   
Its: VILLAGE PRESIDENT

ATTEST:

By:   
Village Clerk

[SEAL]

VILLAGE OF BARRINGTON

By: *W. H. McBar*

Its: President

ATTEST:

By: *Sam Harmon*  
Village Clerk

[SEAL]

VILLAGE OF BUFFALO GROVE

By: *James J. Clayton*  
Its: Village President

ATTEST:

By: *Janet M. Suckian*  
Village Clerk

[SEAL]

CITY OF DES PLAINES

By: John E. Dwyer  
Its: Mayor

ATTEST:

By: Donna M. Allen  
City Clerk

[SEAL]

VILLAGE OF ELK GROVE VILLAGE

By: Charles J. Gettel  
Its: President

ATTEST:

By: Patricia A. Smith  
Village Clerk

[SEAL]

CITY OF EVANSTON

By: *Edm. Shores*

Its: *City Manager*

ATTEST:

By: *Kristen Davis*  
City Clerk

[SEAL]



VILLAGE OF GLENCOE

By: Elizabeth C. Warren

Its: Village President

ATTEST:

By: William J. Cole  
Village Clerk

[SEAL]

VILLAGE OF GLENVIEW

By: James W. Smiles  
Its: President

ATTEST:

By: Paul H. Kelly  
Village Clerk

[SEAL]

VILLAGE OF HANOVER PARK

By: Joseph J. [unclear]

Its: [unclear] [unclear]

ATTEST:

By: Thomas L. [unclear]  
Village Clerk

[SEAL]

VILLAGE OF HOFFMAN ESTATES

By: *John J. Lloyd*  
Its: PRESIDENT

ATTEST:

By: *Paul S. Smith*  
Village Clerk

[SEAL]

VILLAGE OF INVERNESS

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

Its: \_\_\_\_\_

ATTEST:

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

Village Clerk

[SEAL]

VILLAGE OF KENILWORTH

By: *Robert W. Wright*  
Its: VILLAGE PRESIDENT

ATTEST:

By: *Kenneth Sterly*  
*Deputy* Village Clerk

[SEAL]

VILLAGE OF LINCOLNWOOD

By: Frank J. Chulay

Its: PRESIDENT

ATTEST:

By: [Signature]

Village Clerk

[SEAL]



VILLAGE OF MORTON GROVE

By: Richard P. Hoke  
Its: President

ATTEST:

By: William W. W. W.  
Village Clerk

[SEAL]

VILLAGE OF MOUNT PROSPECT

By: Carolyn H. Krause  
Its: PRESIDENT

ATTEST:

By: Carol A. Fields  
Village Clerk

[SEAL]

VILLAGE OF NILES

By: Richard C. Blom  
Its: Mayor

ATTEST:

By: Frank C. Maynor  
Village Clerk

[SEAL]

VILLAGE OF NORTHBROOK

By: Richard T. Saloner

Its: Village President

ATTEST:

By: Lona D. Lewis  
Village Clerk

[SEAL]

Signature Page  
An Agreement Establishing  
the Solid Waste Agency of  
Northern Cook County as a Municipal Joint Action Agency

VILLAGE OF NORTHFIELD

By: Barbara D. Wilk

Its: Village President  
4-25-88

ATTEST:

By: J. E. Howard

Village Clerk



VILLAGE OF PALATINE

By: Frank R. Munch

Its: President

ATTEST:

By: J. L. Mullins  
Village Clerk

[SEAL]

CITY OF PARK RIDGE

By: Martin J. Butcher  
Its: Mayer

ATTEST:

By: Betty W. Henneman  
City Clerk

(SEAL)



CITY OF PROSPECT HEIGHTS

By: Ernest P. Mitchell

Its: MAYOR PRO-TEM

ATTEST:

By: Karen A. Pedersen  
City Clerk

[SEAL]

CITY OF ROLLING MEADOWS

By: William A. Alvens  
Its: Mayor

ATTEST:

By: Maryann C. Koch  
City Clerk

[SEAL]

VILLAGE OF ROSELLE

By: Sandra J. Burdick  
Its: President

ATTEST:

By: Richard McDermott  
Village Clerk

[SEAL]

VILLAGE OF SKOKIE

By: Jaqueline Hurst

Its: Village Mayor

ATTEST:

By: Marlene Williams  
Village Clerk

[SEAL]

VILLAGE OF SOUTH BARRINGTON

By: *Robert Fuller*  
Its: President

ATTEST:

By: *Paula B. Fortney*  
Village Clerk

[SEAL]

VILLAGE OF WHEELING

By: Shelia N. Ackley

Its: PRESIDENT

ATTEST:

By: Janet M. D'Angelo  
Village Clerk

[SEAL]

VILLAGE OF WILMETTE

By: Vern X. Evans  
Its: President

ATTEST:

By: Stan Kennedy  
Village Clerk

[SEAL]



VILLAGE OF WINNETKA

By: Perice C. Hall  
Its: President

ATTEST:

By: J. F. Hall  
Village Clerk

[SEAL]

Exhibit One

Eligible Municipalities under Agency Agreement  
paragraphs 5.2 and 5.3(a)

Arlington Heights  
Barrington  
Buffalo Grove  
Des Plaines  
Elk Grove Village  
Evanston  
Glencoe  
Glenview  
Hanover Park  
Hoffman Estates  
Inverness  
Kenilworth  
Lincolnwood  
Morton Grove  
Mount Prospect  
Niles  
Northbrook  
Northfield  
Palatine  
Park Ridge  
Prospect Heights  
Rolling Meadows  
Roselle  
Skokie  
South Barrington  
Wheeling  
Wilmette  
Winnetka