

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2011-021

INTERGOVERNMENTAL AGREEMENT:
VILLAGE OF VERNON HILLS AND THE SOLID WASTE AGENCY OF LAKE COUNTY,
ILLINOIS REGARDING ELECTRONICS RECYCLING

THE 19th DAY OF APRIL, 2011

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President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this 20th Day of
April, 2011

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VILLAGE OF VERNON HILLS AND THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS REGARDING ELECTRONICS RECYCLING

THIS AGREEMENT entered into this 19th day of April, 2011, by and between the Village of Vernon Hills, Illinois ("VILLAGE") and the Solid Waste Agency of Lake County, Illinois (AGENCY).

WITNESSETH:

WHEREAS, the VILLAGE is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the AGENCY is a municipal corporation and public body politic and corporate of the State of Illinois which was created by Intergovernmental Agreement pursuant to Section 3.2 of the Intergovernmental Cooperation Act, 4 ILCS 220/3.2 and Article VII, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, one of the purposes of the AGENCY is to implement the Lake County Solid Waste Management Plan (PLAN) as adopted by the Lake County Board on September 12, 1989 and amended from time to time thereafter; and

WHEREAS, the AGENCY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the Electronic Products Recycling and Reuse Act became the law of the State of Illinois in September 2008 (Public Act 095-0959); and

WHEREAS, Public Act 09-0959 establishes a statewide system for recycling and/or reusing computers, monitors, televisions, and printers discarded from residences by requiring electronic manufacturers and retailers to participate in the management of discarded and unwanted electronic products; and

WHEREAS, the AGENCY maintains a residential electronics recycling and processing contract with a qualified electronics recycling and processing contractor ("the Contractor"); and

WHEREAS, the Agency has agreed to share one third or the Per Pound Credit it receives from the CONTRACTOR for Covered Electronic Devices and Eligible Electronic Devices; and

WHEREAS the AGENCY and the VILLAGE want to provide residential electronics collection programs; and

WHEREAS, the VILLAGE agrees to host and maintain a site to collect residential electronics.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the test of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

"Contract" means the Contract entered into between the Agency and the Contractor attached hereto and marked as Exhibit 1.

"Covered Electronic Device or "CED" means any computer, computer monitor, television, or printer that is taken out of service from a residence in the State of Illinois regardless of purchase location.

"Eligible Electronic Device" or "EED" means any of the following electronic product taken out of service from a residence in the State of Illinois regardless of purchase location: mobile telephone, computer cable, mouse or keyboard; stand-alone facsimile machine; MP3 player, portable digital assistant (PDA); video game console, video cassette recorder/player, digital video disc player, or similar video device; zip drive; or scanner.

"Hazardous Waste" means any material or substance that, as of the effective date of the Contract, and for the duration of this Agreement, and pursuant to any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations, by reason of its composition or characteristics, is (i) hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC SS6901 et seq. and 415 ILCS 5/3.220, as amended, replaced or superseded, and the regulations implementing same; (ii) material the disposal of which is regulated by the Toxic Substances Control Act, 15 USC SS2601, et seq., as amended, replaced or superseded, and the regulations implementing same; (iii) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (iv) a "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. SS9601 et seq., as amended, replaced or superseded, and the regulations implementing same; or (v) treated as hazardous waste or substance or material under applicable federal, State or local law.

"Infectious Waste" means: (i) cultures and stocks of infectious agents and associated biologicals, including laboratory waste, biological production wastes, discarded live and attenuated vaccines, culture dishes, and related devices; (ii) liquid human and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids; (iii) pathological waste; (iv) sharps, (v) contaminated wastes from animals that have been exposed to agents infectious to humans, these being primarily research animals, and (vi) waste treated as Infectious Waste pursuant to federal, State or local laws.

"Member Portion of the Per Pound Credit" means an appropriation of one third (33.3 percent) of the total amount of the Per Pound Credit provided in accordance with the terms of the Contract.

"Mixed Electronic Device" or "MED" means any Residential Electronic Device that is collected at the Village's collection site, which is taken out of service from a residence in the State of Illinois regardless of purchase location but is neither solely a CED nor solely an EED.

"Non-Acceptable Electronics" means small home appliances (including, dehumidifiers, window and small room air conditioners, small refrigerators, fluorescent bulbs, lamp fixtures, etc.), and large home appliances (including stoves, refrigerators, freezers, clothes washers and dryers, dishwashers, etc.)

"Per Pound Credit" means the number calculated by multiplying the weight of material collected by the value of the material per pound accordance with the terms of the Contract.

"Residential Electronic Device" means any CED, EED or MED type of material.

SECTION 3. AGENCY Responsibilities:

- A. Maintain a Contract with a Contractor to process, refurbish and recycle residential electronics within the United States.

- B. Provide technical advice/assistance and support to the VILLAGE on the collecting, storing and recycling of residential electronics.
- C. Provide for the pick up of residential electronics from the VILLAGE via the Contractor no later than ten (10) calendar days after the event.
- D. Report to the VILLAGE the volume of residential electronics collected through the VILLAGE host site as reported by the Contractor.
- E. Provide a Member Portion of the Per Pound Credit to the VILLAGE as defined and calculated in the terms of the Contract for the EEDs and CEDs as collected through the VILLAGE host collection site.
- F. Within thirty (30) days after receiving the Per Pound Credit payment from the Contractor, prepare a check made payable to the VILLAGE for the Member Portion of the Per Pound Credit.
- G. Advertise or otherwise publicize the availability of the VILLAGE as a host site that accepts residential electronics.
- H. Indemnify, and hold harmless the VILLAGE, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees and defend the indemnified parties in any suit, including appeals, for bodily injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the AGENCY's employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the AGENCY. The AGENCY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The AGENCY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. VILLAGE Responsibilities:

- A. Establish, operate, and maintain a host site to collect and store residential electronics. In no event shall the Village be required to store, on Village property, the residential electronics for more than ten (10) calendar days.
- B. Provide thirty (30) days notice to AGENCY as to the host site location, operating hours and storage requirements for residential electronics.
- C. Advertise or otherwise publicize the availability of the VILLAGE as a host site accepting residential electronics.
- D. Maintain records that verify that the number of cars or persons delivering residential electronics to the VILLAGE host collection site.
- E. Provide the Agency and the Contractor no less than two business days notice as to the need to have the Contractor provide a pickup of the residential electronics.
- F. Hold responsibility for any costs associated with the treatment and or disposal of any materials that are collected and shipped to the Contractor that are identified as Hazardous Waste, Infectious Waste and Non-Acceptable Electronics in accordance with the terms of the Contract and compensate the Agency and/or the Contractor for any such costs; provided, however, that the VILLAGE shall not be responsible to compensate the AGENCY and/or the Contractor for the amount of any such costs that exceed the amount of the Per Pound Credit received by the

VILLAGE for the particular shipment in which the Hazardous Waste, Infectious Waste, or Non Acceptable Electronics are found.

- G. Indemnify, and hold harmless the AGENCY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for bodily injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the VILLAGE employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the VILLAGE. The VILLAGE is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The VILLAGE aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The VILLAGE in no way takes or claims ownership or accepts liability, including pollution or environmental impairment liability, for the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor, accept as provided in paragraph F as above. Further, the Village in no way accepts any responsibility for the Agency's failure to comply with any of its obligations under the Agency's Contract with the Contractor.

SECTION 5. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect. This agreement may be terminated by thirty (30) days written notice by either party.

SECTION 6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 7. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 8. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 9. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the Agency:

Executive Director
Solid Waste Agency of Lake County
1311 North Estes Street
Gurnee, IL 60031
Fax Number (847) 336-9374

Chairman
Solid Waste Agency of Lake County
(Same Address)

If to the Village:

Village Manager

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

**SOLID WASTE AGENCY OF
LAKE COUNTY, ILLINOIS**

**VILLAGE OF VERNON HILLS
LAKE COUNTY, ILLINOIS**

By Larry J. Mount
Chairman of the Board of Directors

By Roger L. Boy 4-19-11
Title:

Attest:

By Loren L. Buchta
Secretary

By [Signature] 4-19-11
Title

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MICHAEL S. ALLISON, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2011-021, INTERGOVERNMENTAL AGREEMENT: VILLAGE OF VERNON HILLS AND THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS REGARDING ELECTRONICS RECYCLING



MICHAEL S. ALLISON, VILLAGE CLERK

SUBSCRIBED AND SWORN TO BEFORE
THIS 20TH DAY OF APRIL, 2011

Notary Public

