
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 17-O-2010**

**AN ORDINANCE APPROVING PARTICIPATION IN THE ELECTRONIC
RECYCLING PROGRAM IN THE VILLAGE OF WILLOW SPRINGS, COOK
COUNTY, ILLINOIS**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Village Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

Trustees

ORDINANCE NO. 17-O-2010

AN ORDINANCE APPROVING PARTICIPATION IN THE ELECTRONIC RECYCLING PROGRAM IN THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*") to approve participation in the program established by the Electronic Recycling Agreement entered into by and between Vintage Tech Recyclers, Inc. and Solid Waste Agency of West Cook County for the pickup of electronic recycling in the Village (the "*Agreement*") in order for the Village residents to properly dispose of electronic recycled materials.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. It is the understanding of the Village that Vintage Tech Recyclers, Inc. will supply and retrieve Gaylord boxes, which are to be located at the Willow Springs Fire Department for residents to dispose of electronic recycled materials at any time, at no cost to the residents or the Village.

Section 3. The obligation of the Village shall be limited to terms defined in Section 3 of the Agreement for a term of May 1, 2010 thru April 30, 2011 between Vintage Tech Recyclers Inc. and the Solid Waste Agency of West Cook, a copy of which is attached hereto and made a part hereof as Exhibit A. All costs associated with the Village's participation in this program shall be the responsibility of the Solid Waste Agency as defined within the Agreement.

Section 4. The President and Village Clerk are hereby authorized and directed to take all actions necessary to implement the provisions, terms and conditions of the Agreement, as therein described.

Section 5. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 6. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

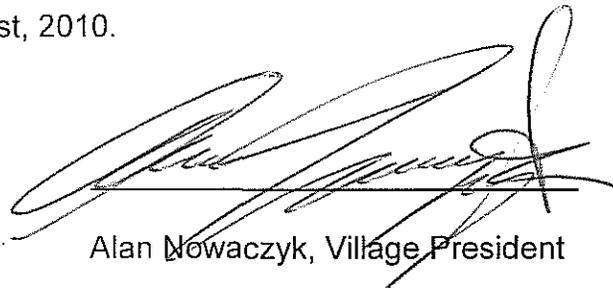
Section 8. This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

ADOPTED this 12th day of August, 2010, pursuant to a roll call vote

as follows:

	YES	NO	ABSENT	ABSTAIN	PRESENT
Bartik	✓				✓
Imbaratto	✓				✓
Kaptur	✓				✓
Maloney	✓				✓
Stanphill	✓				✓
Strazzante	✓				✓
Mayor Nowaczyk					✓
TOTAL	6	0	0	0	7

APPROVED this 12th day of August, 2010.



Alan Nowaczyk, Village President

ATTEST:



Adena Baskovich, Village Clerk

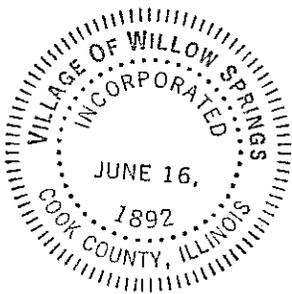
STATE OF ILLINOIS)
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COUNTY OF COOK)

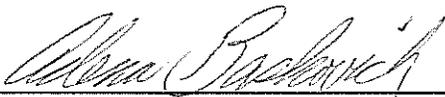
CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 17-O-2010, "AN ORDINANCE APPROVING PARTICIPATION IN THE ELECTRONIC RECYCLING PROGRAM IN THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS"** adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on August 12, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 12th day of August, 2010.





Adena Baskovich, Village Clerk

Village of Willow Springs, Cook County, Illinois

ELECTRONICS RECYCLING AGREEMENT

This Agreement, effective May 1st, 2010 and ending April 30th, 2011, is entered into by and between Solid Waste Agency of West Cook County, Illinois (hereinafter referred to as the SOLID WASTE AGENCY) and Vintage Tech Recyclers, Inc. (hereinafter referred to as VINTAGE TECH).

WHEREAS, the SOLID WASTE AGENCY wishes to assist its residents in disposing of certain household electronic items that are recyclable, but that cannot be recycled through curbside pickup; and extending the electronics recycling solution to municipalities, park districts, libraries, and school districts within West Cook County at no additional charge under this agreement.

WHEREAS, on the 1ST day of MAY 2010 the SOLID WASTE AGENCY will conduct a "2 day Electronic Recycling Collection Event", pursuant to which the SOLID WASTE AGENCY will invite residents to bring those recyclable electronic items that cannot be disposed of through curbside pick up to 2000 Fifth Avenue, Triton College – Building J, River Grove, IL 60171, for collection to be refurbished and/ or properly recycled by VINTAGE TECH; and

WHEREAS, the Recycler is engaged in the business of collecting electronic items for reuse/ and recycling purposes while following all existing local, state, and federal laws and regulations.

NOW, THEREFORE, in consideration of the forgoing promises and covenants contained herein as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the SOLID WASTE AGENCY and VINTAGE TECH, the SOLID WASTE AGENCY and the VINTAGE TECH agree as follows:

DEFINITIONS: The following definitions shall be used for this Agreement:

APPLIANCES:

LARGE APPLIANCES / WHITE GOODS - shall mean items that fall under the classification of appliances, including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated byphenyles). Items such as refrigerators, freezers, ranges, water heaters, air conditioners, humidifiers, and other similar domestic and commercial large appliances as defined by 415 ILCS 5/22.28.

SMALL APPLIANCES – shall include all blenders, fans, microwaves, toasters, toaster ovens and miscellaneous small items with a cord or computer chip.

CATHODE RAY TUBES GLASS – shall mean a cathode ray tube (CRT) glass video display component of an electronic device (usually a computer or television monitor).

COLLECTION TRAILER – shall mean a metal box with doors, similar to a shipping container or a semi-trailer. It shall vary in length and shall contain pallets and Gaylord boxes to be filled with electronic items.

COVERED ELECTRONIC DEVICES (CED) – Electronic products for which manufacturers receive full credit under the 2008 Illinois Electronics Recycling and Reuse Act that includes: Computers (including laptops), Computer Monitors, Televisions and Printers discarded through the residential waste stream only.

ELIGIBLE ELECTRONIC DEVICES (EED) –shall mean the following devices: mobile phone, computer cable, mouse, or keyboard; stand alone fax; MP3 players; PDA; video game console; video

cassette player/recorder; DVD player; zip drive or scanner. These are devices eligible for credit to the manufacturers through State of Illinois Environmental Protection Agency rules.

MANUFACTURER – shall mean electronics manufacturers responsible for recycling or refurbishing E-Waste under the Illinois 2008 Electronic Products Recycling & Reuse Act, (415 ILCS 150/1 *et seq.*) with rules governed by the State of Illinois Environmental Protection Agency.

PALLET – shall mean a flat means of transport, usually made of wood or plastic, that can be lifted with a forklift.

PROCESSING – shall mean any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse or recycling.

RESPONSIBLE RECYCLING PRACTICES – shall mean a set of guidelines for accredited certification programs to assess electronics recyclers' environmental, worker health and safety, and security practices, to be known as R2 upon completion of development by the U.S. EPA.

SCHEDULED COLLECTION DAY – shall mean the specific Drop-off site to receive electronic collection service from VINTAGE TECH.

SECTION 1: SCOPE OF SERVICES

VINTAGE TECH agrees to accept, process, and market electronic equipment collected by the SOLID WASTE AGENCY through its public recycling program in accordance with all existing laws and regulations. Items to be collected, processed, and marketed include:

- (1) "Covered Electronic Devices (CEDs)", including computers, computer monitors, televisions, and printers.
- (2) "Eligible Electronic Devices (EEDs)", including mobile telephones; computer cable, mouse or keyboards; facsimile machines; MP3 players; portable digital assistants; video game consoles; video cassette recorders/players, digital video disk players, or similar devices; zip drives, and scanners.
- (3) Other electronic devices such as microwave ovens, telephones, stereos, radios, and small household appliances will be accepted under this agreement at no additional charge.

VINTAGE TECH cannot accept large appliances (including air conditioners, stoves, refrigerators, freezers, etc.) or household hazardous waste (including paint, cleaners, etc.).

VINTAGE TECH shall, after removing such Electronics Items from the aforementioned location, undertake Erasure and then legally dispose of the Electronic Items and Small Appliances by using Responsible Recycling Practices, and may collect and retain any compensation paid for said Electronics Items and Small Appliances to be recycled.

The Recycler shall take possession of, remove and dispose of Electronic Items and Small Appliances at no cost to the Village. Large appliances will not be accepted.

SECTION 2: RESPONSIBILITIES OF BOTH PARTIES for COLLECTION EVNETS

- A. **SOLID WASTE AGENCY will...**
- a. Conduct all promotion and advertisement for the collection events;
 - b. Provide the location and dates for each event;
 - c. Provide any volunteers needed to survey participants for data research;
 - d. Supply Signage directing participants to the site;
 - e. Provide traffic cones to direct traffic on-site;
 - f. A tent with tables and chairs
 - g. Supply dumpsters for disposal of litter, and other waste on the premises of the event
 - h. and a portable toilet to be used by employees, volunteers and VINTAGE TECH employees during the two-day event.
- B. **VINTAGE TECH shall provide consumer electronics collection, transportation and processing services, and participate in the collection events by making at least (3)53' semi-trucks (2) 24' box trucks (4) drivers (1) fork lift operator and forklift (3) pallet jacks and provide the following to ensure an efficient event...**
- a. Accept all consumer electronics collected from governmental entities and the general public at the collection event that can be placed in a container for off-site processing;
 - b. Provide sufficient labor necessary to unload electronics from participant's vehicles and load into trailers or other appropriate containers;
 - c. Supply all Gaylord boxes, pallets, shrink wrap, tape, and/or other similar containers to sort materials on-site, as necessary;
 - d. Sufficient equipment necessary to transport electronics from Gaylord boxes to semi-trailers and to load Gaylord boxes into the semi-trailers for off-site shipment;
 - e. At least three semi-trailers ready to load prior to receipt of electronics from the public
 - f. Sufficient semi-trailers/VTR trucks available on an on-call basis during the day(s) of the events to load electronics collected from participants.
 - g. VINTAGE TECH will be at event site a minimum of 1 hour before event start and will have all trucks and debris removed within 24 hours
 - h. VINTAGE TECH will provide lunch for all volunteers and employees
 - i. Wipe all hard drives clean of all software and data
 - j. Process all electronics following "R2 Practices" all local, state, and federal laws & regulations.

SECTION 3: RESPONSIBILITIES for Schools, Libraries, Municipal Offices, & Park Districts

- C. **SOLID WASTE AGENCY will...**
- a. Supply the above entities listed above with the materials that will educate them about the free electronics recycling program that THE SOLID WASTE AGENCY has arranged to provide this service at no charge to them in 2010.
- D. **SCHOOLS, LIBRAIRIES, MUNICIPAL OFFICES, & PARK DISTRICTS will...**
- a. Receive free pickup service for each pickup that consist of 30 main units or more
Ex: Main units consist of TV's, Computers, Laptops, Monitors, & Servers
 - b. Have all electronic equipment by the exit or at a dock ready for pick up
 - c. Need to contact VINTAGE TECH to arrange a pickup time and for all questions and requests
 - d. If entities cannot consolidate 30 main items alone, they can consolidate loads with others in the area to obtain the minimum to qualify for the free pickup service through this program.
 - e. Additional upgraded services are available by request and for a fee
 - f. The standard pick up service at these entities will be fully covered by this program.
 - g. All electronics items will be accepted under this program with no additional recycling fees.

E. VINTAGE TECH RECYCLERS will...

- a. Be the main contact and line of communication for all entities
- b. educate all entities on details of the recycling program
- c. Schedule pick up times for entities
- d. Pickup each load at entities location
- e. Wipe all hard drives clean of all software and data
- f. Process all equipment following "R2 practices", local, state, and federal laws
- g. Provide letter of weight and Certificate of Recycling within 30 days of pickup date

VINTAGE TECH guarantees that this program will come in at or under \$15,000.00 for 2 collection events for the SOLID WASTE AGENCY residential collection events one in the spring and one in the fall, all municipality and park district office recycling, school districts, and libraries in West Cook County for the term of this agreement.

VINTAGE TECH shall, after removing all Electronics Items from the aforementioned location, undertake Erasure and then legally dispose of the Electronic Items and Small Appliances by using Responsible Recycling Practices, and may collect and retain any compensation paid for said Electronics Items and Small Appliances to be recycled.

VINTAGE TECH shall take possession of, remove, and dispose of Electronic items, and if Small Appliance items are received at the event there will be no additional cost to the SOLID WAST AGENCY. However, these items should not be advertised as accepted items. Large appliances will not be accepted.

SECTION 4: REPORTING

Within thirty (30) days of delivery, VINTAGE TECH will provide the SOLID WASTE AGENCY with a detailed summary of the amount (pounds) of material processed. The materials will be categorized into four categories: monitors, computers, televisions, and miscellaneous.

SECTION 5: METHOD OF PAYMENT

The SOLID WASTE AGENCY program will provide electronic recycling at no charge to all entities referred to above, as well as, 2 residential collection events under this agreement and is budgeted at \$15,000.00 for 12 months of electronic recycling.

VINTAGE TECH shall submit invoices for services rendered, as specified above in 2 increments (1) July 2010 (2) TBD, to:

Jim Caporusso
West Cook County Solid Waste Agency
2000 Fifth Ave Bldg N
River Grove, IL 60171

Invoices shall be payable no later than Thirty (30) days from approval by the SOLID WASTE AGENCY in accordance with the Illinois Local Government Prompt Payment Act.

SECTION 5: CHANGES

The SOLID WASTE AGENCY or VINTAGE TECH may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the SOLID WASTE AGENCY and VINTAGE TECH shall be incorporated only in written amendments to this Agreement.

SECTION 6: HOLD HARMLESS

VINTAGE TECH agrees to assume all risk of loss and to indemnify and hold the SOLID WASTE AGENCY, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of VINTAGE TECH's or its subcontractor's negligent or intentional acts or omissions.

VINTAGE TECH further agrees to maintain adequate insurance against such risks. VINTAGE TECH's shall carry public liability, casualty and auto insurance in sufficient amount to protect the SOLID WASTE AGENCY from liability for acts of VINTAGE TECH. Please see appendix A, Certificate Liability Insurance.

VINTAGE TECH also assumes full responsibility for and shall indemnify SOLID WASTE AGENCY for all loss or damage of whatsoever kind and nature to any and all SOLID WASTE AGENCY property resulting from the negligent acts or omissions of VINTAGE TECH or any employee, agent, or representative of VINTAGE TECH or its subcontractor. VINTAGE TECH shall do nothing to prejudice SOLID WASTE AGENCY right to recover against third parties for any loss, destruction of, or damage to SOLID WASTE AGENCY property, and shall upon request and at SOLID WASTE AGENCY expense, furnish to SOLID WASTE AGENCY all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of SOLID WASTE AGENCY in obtaining recovery.

SECTION 7: TERMINATION

This Agreement may be terminated at any time by the SOLID WASTE AGENCY or VINTAGE TECH, upon material breach by either party, upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, the obligations of VINTAGE TECH under Section 6 above shall survive and not be affected by any termination of this Agreement or by its expiration. In the event of such termination, the parties will be paid for services performed or amounts due for material processed up to the date of such termination and not thereafter.

SECTION 8: REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the SOLID WASTE AGENCY and VINTAGE TECH arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Will County. Each party shall be responsible for its own attorney's fees and costs.

SECTION 9: SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the SOLID WASTE AGENCY and VINTAGE TECH respectively and their partners, successors, assigns, and legal representatives. Neither the SOLID WASTE AGENCY nor VINTAGE TECH shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.



Name: Richard F. Pellegrino
Title: Executive Director
Solid Waste Agency of West Cook County
Date: July 13, 2010



Karrie Gibson
President
Vintage Tech Recyclers, Inc.
Date: July 13, 2010