

**Item #13:**  
**Village Trustee Yaeger**  
SWALCO Board Meeting - August 27, 2015



SOLID WASTE AGENCY OF LAKE COUNTY, IL

MEMORANDUM

To: SWALCO Directors and Alternates  
From: Walter S. Willis, Executive Director *WSW*  
Subject: August 2015 Meeting Notice Information  
Date: August 21, 2015

Attached you will find the agenda for this month's meeting, minutes from our June 25, 2015 meeting, and the referenced consent, action and information items.

I look forward to seeing you at the meeting on August 27<sup>th</sup> at 7 pm, and let Amy Bartemio know if you or an alternate will be attending the meeting. Also, please mark your calendar for the next scheduled Board of Directors meeting on October 22, 2015.

**SOLID WASTE AGENCY OF LAKE COUNTY, IL  
BOARD OF DIRECTORS  
THURSDAY, AUGUST 27, 2015 - 7:00 P.M.  
HAINESVILLE VILLAGE HALL  
100 HAINESVILLE ROAD, HAINESVILLE, IL 60030**

**AGENDA**

1. **CALL TO ORDER** ..... Chairman
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL** ..... Secretary
4. **APPROVAL OF MINUTES** ..... Committee  
Minutes of June 25, 2015
5. **PUBLIC COMMENT**
6. **NEW AGENDA ITEMS**
7. **MEMBER RESOLUTIONS**
8. **BOARD ITEMS** ..... Executive Director

**Consent Item**

1. Expenditure Report (*July 2015*)

**Action Items**

1. Policy for Accepting Pharmaceuticals from Non-SWALCO Members
2. Proposed Increase in SWALCO's Executive Director's Payment Authority
3. Proposed Agreement from Vintage Tech LLC
4. Contract – Kip Kolkmeier/Strategic Advocacy Group, Lobbyist

**Information Items**

1. Health Department Report – Mike Kuhn
2. Compost Bin and Rain Barrel Sale 2015 Summary
3. Reuse-A-Shoe Recycling Program Update
4. Recycle-O-Rama Event, September 2015
5. 2<sup>nd</sup> Quarter 2015 Electronics Program Update
6. 2<sup>nd</sup> Quarter 2015 Recycling and Per Ton Payment Report
7. Project and Program Updates

9. **EXECUTIVE SESSION - IF NEEDED**
10. **ADJOURNMENT**

SWALCO BOD VOTING RECORD/06.25.15

MUNICIPALITY

Attendance

		May Consent 2015		Electronics Prg. \$130K		Veolia Hew Wauconda Invoice		Capital Fund Resol. 2015-02		IMRF Contract resolution 2015-01		Arit 2014		[Signature]	
		A	N	A	N	A	N	A	N	A	N	A	N	A	N
✓ ANTIUCH	✓	✓		✓		✓		✓		✓		✓			
✓ BANNOCKBURN	✓	✓		✓		✓		✓		✓		✓			
✓ BEACH PARK	✓	✓		✓		✓		✓		✓		✓			
✓ DEER PARK	✓	✓		✓		✓		✓		✓		✓			
✓ DEERFIELD	✓	✓		✓		✓		✓		✓		✓			
FOX LAKE															
✓ GRAYSLAKE	✓	✓		✓		✓		✓		✓		✓			
✓ GREAT LAKES															
✓ GREEN OAKS	✓	✓		✓		✓		✓		✓		✓			
✓ GURNEE	✓	✓		✓		✓		✓		✓		✓			
✓ HAINESVILLE	✓	✓		✓		✓		✓		✓		✓			
✓ HAWTHORN WOODS	✓	✓		✓		✓		✓		✓		✓			
✓ HIGHLAND PARK	✓	✓		✓		✓		✓		✓		✓			
✓ HIGHWOOD	✓	✓		✓		✓		✓		✓		✓			
ISLAND LAKE															
KILDEER															
✓ LAKE BARRINGTON															
✓ LAKE BLUFF	✓	✓		✓		✓		✓		✓		✓			
LAKE COUNTY															
LAKE FOREST															
✓ LAKE VILLA	✓	✓		✓		✓		✓		✓		✓			
✓ LAKE ZURICH	✓	✓		✓		✓		✓		✓		✓			
✓ LIBERTYVILLE	✓	✓		✓		✓		✓		✓		✓			
LINCOLNSHIRE															
✓ LINDENHURST	✓	✓		✓		✓		✓		✓		✓			
✓ LONG GROVE	✓	✓		✓		✓		✓		✓		✓			
✓ MUNDELEIN	✓	✓		✓		✓		✓		✓		✓			
✓ NORTH BARRINGTON															
✓ NORTH CHICAGO															
✓ PARK CITY	✓	✓		✓		✓		✓		✓		✓			
✓ PORT BARRINGTON	✓	✓		✓		✓		✓		✓		✓			
✓ RIVERWOODS	✓	✓		✓		✓		✓		✓		✓			
✓ ROUND LAKE	✓	✓		✓		✓		✓		✓		✓			
✓ ROUND LAKE BEACH	✓	✓		✓		✓		✓		✓		✓			
✓ ROUND LAKE HEIGHTS	✓	✓		✓		✓		✓		✓		✓			
✓ ROUND LAKE PARK	✓	✓		✓		✓		✓		✓		✓			
✓ THIRD LAKE	✓	✓		✓		✓		✓		✓		✓			
✓ TOWER LAKES	✓	✓		✓		✓		✓		✓		✓			
✓ VERNON HILLS	✓	✓		✓		✓		✓		✓		✓			
✓ WADSWORTH	✓	✓		✓		✓		✓		✓		✓			
✓ WAUCONDA	✓	✓		✓		✓		✓		✓		✓			
✓ WAUKEGAN															
✓ WINTHROP HARBOR	✓	✓		✓		✓		✓		✓		✓			
✓ VOLO	✓	✓		✓		✓		✓		✓		✓			
ZION															

\* Non-Directors in Attendance  
 ↳ not counted towards Quorum  
 - NO voting privileges.

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SWALCO BOD SIGN IN SHEET/06.25.15

MEMBER COMMUNITY	REPRESENTATIVE	TITLE
ANTIOCH	<del>Signature</del>	Village Trustee
BANNOCKBURN	BUD ROTHING	VILLAGE PRESIDENT
BEACH PARK	Tracy Miracle	Ass't Administrator
DEER PARK	Kelly Olson	Trustee
DEERFIELD	John S. Smt	Village Manager
FOX LAKE		
GRAYSLAKE	MIKE BULL	Village Manager
GREAT LAKES		
GREEN OAKS	DAN WAGENER	Village Trustee
GURNEE	PAT MUEZL	VILLAGE ADMINISTRATOR
HAINESVILLE	JEFF GATELY	PUBLIC WORKS SUPT.
HAWTHORN WOODS	Alan Riess	Trustee
HIGHLAND PARK	Kim Sone	Councilwoman
HIGHWOOD	Adrian Marquez	ASSIST. to the City manager
ISLAND LAKE		
KILDEER		
LAKE BARRINGTON		
LAKE BLUFF	R. Drew Irwin	Village Admin.
LAKE COUNTY		
LAKE FOREST		
LAKE VILLA	Karl Warwick	Village Administrator
LAKE ZURICH	TOM ROYNTON	MAYOR
LIBERTYVILLE	<del>Signature</del>	TRUSTEE
LINCOLNSHIRE		
LINDENHURST		
LONG GROVE		
MUNDELEIN	<del>Signature</del>	Asst Adm.
NORTH BARRINGTON		
NORTH CHICAGO		
PARK CITY	Barn Tella	Alderman
PORT BARRINGTON		
RIVERWOODS	John W. Koin	TRUSTEE
ROUND LAKE	Sue Trupkahn	Trustee
ROUND LAKE BEACH	Larry T Mount	TRUSTEE
ROUND LAKE HEIGHTS		
ROUND LAKE PARK	BOB CERRETTI	Trustee
THIRD LAKE	Bob Kowalke	TRUSTEE
TOWER LAKES	Joe Skenda	Trustee
VERNON HILLS	LOU B...	DIR OF PW
WADSWORTH		
WAUCONDA	Cude Blund	TRUSTEE
WAUKEGAN		
WINTHROP HARBOR		
ZION		
VOLO	MIKE MAY	Village Administrator



MINUTES

SOLID WASTE AGENCY OF LAKE COUNTY, IL  
BOARD OF DIRECTORS  
THURSDAY, June 25, 2015 - 7:00 P.M.  
100 HAINESVILLE ROAD, HAINESVILLE, IL

**MEMBERS ATTENDING:** *See Attachment 1, Sign In and Attachment 2, Voting Record.*

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

Chairman Mount called the BOD meeting to order at 7:05 p.m. with 26 members present. Lindenhurst and Deer Park were present - acting directors/alternates were not in attendance therefore their attendance was not part of the official quorum, nor were voting privileges given.

**APPROVAL OF MINUTES**

Motion by *Grayslake*, seconded by *Deerfield* to approve the minutes of April 2, 2015.  
*Motion was approved*

**PUBLIC COMMENT:** *None*

**MEMBER RESOLUTIONS:** *None*

**NEW BOARD ITEMS:** *None*

**BOARD ITEMS**

**Consent Items**

1. **Expenditures for May 2015**  
Walter Willis presented the Expenditure Report of May 2015.  
Motion by *Lake Bluff*, seconded by *Riverwoods* to approve the May 2015 Expenditures.  
*Motion was approved on a roll call vote of 26 to 0.*

**Action Items**

1. **Fiscal Year 2014 Audit**  
Walter Willis discussed the report and the findings of Baker Tilly for the 2014 Fiscal Year. The audit includes the required communication of internal control related matters, and financial statements for fiscal years ending November 2014 and 2013. This year's audit was completed in conformance with the Government Accounting Standard Board (GASB) 34 model. The audit was found to be satisfactory and did not contain any material weaknesses in our financial reporting. Hard/bound copies were provided.

Motion by *Lake Bluff*, seconded by *Riverwoods* to approve the FY 2014 audit prepared by Baker Tilly. *Motion was approved on a roll call vote of 26 to 0.*

2. **IMRF, Change in Authorized Agent.**

Walter Willis presented discussed changing the current IMRF contact. Larry Clark, SWALCO's legal counsel, is currently the authorized agent for SWALCO's IMRF account. As such, important communication from IMRF is sent to Mr. Clark, who then must send it on to SWALCO. To streamline communications it would make more sense for a SWALCO employee to be the authorized agent with IMRF. To make this change the Notice of Appointment form must be completed to and new resolution confirmed by members to approve the new appointment. It also makes sense that the authorized agent be SWALCO's Executive Director so that important information regarding our annual contribution rate and audit related information is sent to the person (i.e., the Executive Director) who is responsible for SWALCO's annual budget and its annual audit.

Motion by *Deerfield*, seconded by *Hawthorn Woods* to approve changing the Illinois Municipal Retirement Fund (IMRF) authorized agent from Larry Clark to Walter Willis. *Motion was approved on a roll call vote of 26 to 0.*

3. **Revised Capital Replacement Policy & New Cash Balance Policy**

Walter Willis provided summaries and recommendations regarding the revised Capital Replacement Policy and new Cash Balance Policy. The Executive Committee reviewed this combined policy item at its meeting on June 4th and recommended that the Board of Directors approve the policies via resolution. Substantial background information was discussed regarding both policies. Relevant numbers that need to be considered during the development of the proposed cash balance policy included the following:

- Current cash balance: \$2.2 million; approximately \$1,804,232 if money is moved to the Capital Replacement Fund as recommended in this action item
- Annual approved budget expenditures: FY 2015 - \$1,030,905, FY 2014 - \$1,065,145 and FY 2013 - \$1,041,850
- Anticipated revenue for FY 2015: \$1,048,785
- Sources of FY 2015 revenue: landfill surcharge - \$669,000 (64%); O&M fee - \$277,305 (26%); miscellaneous revenue from WMRA agreement, textiles program, hauler licensing and rain barrel/composter sales - \$97,480 (9%); and interest income - \$5,000 (less than 1%).

Given the factors outlined above in setting a fund balance, Walter Willis recommended establishing a fund balance of \$1,200,000 as the minimum balance. If we are faced with spending that would lower the fund balance below \$1.2 million, the Finance Committee would reform and be required to develop a plan for stabilizing the fund balance at an appropriate level.

Motion by *Lake Bluff*, seconded by *Deerfield* to recommend approval of the increased set aside to \$500,000.00 for the Capital Replacement Fund, and for the establishment of the recommended Cash Balance Policy as presented. *Motion was approved on a roll call vote of 26 to 0.*

4. **Elections to Executive Committee**

Walter Willis discussed the two year terms of four Executive Committee members elected by the Board of Directors expire in April. The two year terms of four Executive Committee members elected by the Board of Directors expire in April, or until new elections have been held. Following the procedures used in previous years to nominate and elect members of the Executive Committee, information was presented at the April 2015 Board of Directors meeting asking for those interested in serving on the Executive Committee to notify the Executive Director. A subsequent email was sent out asking for nominations as well. The Executive Director did not receive any other nominations except those listed below. Prompts for additional nominees from floor went unanswered. Therefore, the list of candidates for Executive Committee election for a two year term is:

Mike Ellis - Grayslake  
John Norris - Riverwoods  
Nimrod Warda – North Chicago  
John Wagener – Green Oaks

Motion by *Lake Bluff*, seconded by *Bannockburn* to approve the selected candidates.  
*Motion was unanimously approved.*

5. **2015 Electronics Program Update**

Pete Adrian discussed the current and projected electronics recycling program for the remainder of FY 2015. Since the beginning of 2015, the six regional electronics collection sites that remain open have shipped 1,290,729 pounds of electronics to Dynamic Recycling and eWorks at a cost of \$130,482.29 which is approximately 65% of the \$200,000 budget.

Staff has transitioned the program to split the six sites between our two vendors while also converting to a lower cost structure. The results of these transitions have lowered our average per pound cost from an average of \$0.12 per pound to \$0.11 per pound. At first look this does not seem to have made much impact, but considering the \$0.01 per pound reduction occurred while the OEM subsidy of \$0.04 per pound ended. The conversion to a lower cost structure has resulted to be an approximate 20% savings. Utilizing current cost estimates, staff predicts that the remaining program budget balance will be exhausted by early August. Staff estimates that to maintain the current level of service through the end of the year, an additional \$130,000 would need to be allocated to support this program at current levels.

Motion by *Lake Bluff*, seconded by *Riverwoods* to approve an increase of \$130,000 to cover the cost of the current electronics recycling efforts for the remainder of 2015, however, if a no-cost contract is not ready for Board action by the November 2015 meeting, the program will not be continued into 2016.

*Motion was approved on a roll call vote of 26 to 0.*

6. **Veolia HCW Invoice**

Steve Nelson presented Invoice No. 513960310 from Veolia Environmental Services. The invoice covered services provided at the Wauconda HCW Collection event held on June 6, 2015. The invoice amount, totaling \$10,645.00, exceeds the payment authority of the Executive Director and was presented for payment approval.

Motion by *Highwood*, seconded by *Mundelein* to recommend approval of invoice for payment.  
*Motion was approved on a roll call vote of 26 to 0.*

## Information Items

1. **Health Department Report – Mike Kuhn**

Walter Willis discussed Mike Kuhn's report concerning recent activities regarding Lake County landfills (Countryside/Grayslake) (Advanced Disposal/Zion), compost facilities/landscape waste transfer stations and food scrap. Mike Kuhn also provided photos of Lake Forest Compost Facility and Clean Pak Flap Top containers utilized at the SWALCO HCW facility.

2. **Household Chemical Waste Program Update**

Steve Nelson provided a summary of the HCW Program. To date, SWALCO has conducted 15 of the 30 Household Chemical Waste (HCW) collection events proposed for FY 2015. The Program continues to operate smoothly, participation rates remain solid and waste volumes have increased. The public drop-off events continue to take place year round while the mobile events started up in April and will conclude in November. A new addition to the HCW Program is the Pharmaceutical Segregation program which started up in February. To date, we have conducted six Pharmaceutical Segregation "events" which occur monthly at our facility. The total pounds of pharmaceutical delivered exceeds 4200 lbs, the total volume of controlled collected is 29.70 lbs. with an estimated street value of nearly \$340k.

3. **1<sup>st</sup> Qtr. 2015 Recycling & Per Ton Payment Report w/2014 PCD Rate Summary**

Pete Adrian gave a brief report of tabulations of curbside recyclable material tonnage and recycling, by member community for the first quarter of 2015. The first three months of 2015 illustrate that 12,904.15 tons of recyclables were collected from Lake County communities. Compared to previous year's first quarter totals, Lake County communities have experienced a 4.5% decrease in recycling volume as compared to the same period of 2014 (13,516.45 tons). Waste generation rates also declined during this same period, though slightly less (2.4%). Market values, for all recyclable commodities are at 5 year record lows. This trend has unfortunately continued into the second quarter. Due to this weakening, Agency Member Per Ton Payments, declined to \$4.50 per ton for January and then dropped to zero for February and March. Staff does not expect a rebound in the market to occur in the second quarter. With the index dropping below \$65 for February and March, the Agency will only receive the \$1 per ton education bonus from Waste Management Recycle America for the volume directed to them during the month January (\$3,520.52). Also discussed was the 2014 Per Capita Disposal Rate, members will be contacted in the coming weeks to confirm that their information listed on this page is updated to reflect any changes that have occurred in the past year.

4. **Recycle-O-Rama Event, June 2015**

Merleanne Rampale gave a brief summary of the upcoming event. On Saturday, June 20, 2015 SWALCO will sponsor a community recycling and shredding event at the Westfield Hawthorn Shopping Center in Vernon Hills, with Rep. Carol Sente and her staff, the Vernon Hills Park District, Village of Vernon Hills and Westfield Hawthorn. This is a residential event (no businesses). Confirmation with full list of items that will be collected that day, and details including time and other information will be announced soon. A flyer and info will be sent to all of our Directors and member communities. Electronics will not be collected at this event. We plan to handout information to participants that come through on other recycling opportunities.

5. **Update on the 2015 Legislative Session**

Walter Willis discussed SWALCO's activity within the Illinois General Assembly. The 99th session of the Illinois General Assembly was active for SWALCO with specific emphasis on HB 1455 regarding the electronics law. HB 1455 passed both chambers unanimously, and SWALCO is doing what it can to have the bill signed into law as quickly as possible. We also worked with Senator Bush to introduce the Carpet Stewardship bill (SB 1433) for a second year, which was not moved out of committee but did result in the carpet industry offering to work with Senator Bush on a voluntary stewardship program (see attachment from the Carpet America Recovery Effort, which outlines general steps the carpet industry is proposing to take in IL).

A list of the bills that were tracked by SWALCO and have been passed by both chambers and are awaiting action by the governor was provided. Also indicated on the list was the position that SWALCO took on the bills. Lastly the last report received from our lobbyist was also issued providing the summaries of the bills he was tracking for us in Springfield.

6. **Project and Program Updates**

Walter Willis gave a brief update on several projects and programs SWALCO is currently working on:

- Through the May 28<sup>th</sup> pharmaceuticals collection we have processed 4,263 pounds of drugs from local law enforcement with nearly 30 pounds being controlled substances with an estimated street value of over \$338,000. We now have 24 local police departments in Lake County collecting pharmaceuticals. SWALCO was recently contacted by McHenry County about helping them dispose of drugs collected in that county and by Buffalo Grove. This issue of other entities wanting to utilize our facility is a topic that was discussed at the June 4<sup>th</sup> Executive Committee meeting and an action item will be prepared for the July Executive Committee meeting, with the intent of bringing an action item to the Board of Directors at its meeting on August 27<sup>th</sup>.
- Walter Willis attended the mandatory pre-bid meetings held by Highland Park and Highwood on their joint commercial franchise RFP and joint residential franchise RFP. Proposals are due on June 12 (residential) and June 26 (commercial). The commercial franchises have been implemented in Deerfield and Bannockburn (May 1) with very few complaints or issues and the final one is Gurnee beginning August 1. Walter is also providing assistance to Antioch and Vernon Hills on their residential contracts.
- To date 8 members have contacted Walter or expressed interest in passing the commercial franchise ordinance. Walter attended a meeting in Round Lake Beach on May 18<sup>th</sup> and the

Finance Committee recommended placing the ordinance on its calendar for action at the June Village Board meeting. The ordinance was passed, making Round Lake Beach the first member to enact the ordinance. Walter has meetings scheduled in Hainesville, Lake Bluff, Lindenhurst, Green Oaks and Third Lake. The goal is to get all members without existing commercial franchises to pass the ordinance.

- SWALCO recently had an upgrade to its internet connection and now has much faster access to the internet. With this done, we are currently transitioning to a new phone system as well with new phones that have already been purchased. Amy Bartemio has been attending meetings Lake County has held to select a new website vendor. This will be a big change for all Lake County departments and for SWALCO as the County changes its software and support approach to website content management.
- The Lake County Board recently approved substantial revisions to the County's compensation and classification plan and policy. The intent is to provide a better method for employees to receive pay increases and job growth through recognition of exemplary performance. Walter attended a meeting with the HR department on May 20<sup>th</sup> to learn more about the program and its impact on SWALCO's employees. The new program is now in effect, but this year's review process will continue as in the past with changes coming next year. All employees now have new pay grade numbers and pay grade ranges, some of which will impact our budgeting for salaries in the coming years. Lake County HR met with SWALCO staff on June 10<sup>th</sup> to go over the new compensation and classification policy.
- The electronics bill (HB 1455) passed both chambers with unanimous votes. We have asked that Speaker Madigan send the bill to the governor without waiting the 30 days allowed, to date the bill has not been sent yet. Pete Adrian has obtained a proposal from a new vendor that we intend to discuss with the EC in more detail on June 4<sup>th</sup>, at that time we will also update the EC on when we expect the \$200,000 in funding to expire and what steps to take if HB 1455 does not provide the expected relief. To assist with the long term legislative fix to the electronics law Walter Willis intends to provide funding of \$1,000 to the Product Stewardship Institute (along with other units of local government) to provide assistance this summer and fall during the process the IEPA will initiate to get feedback on the current law and to work towards a long term fix. This funding will be taken from the contingency line item in the 2015 budget.
- Walter moderated a session on waste reduction at the College of Lake County's 5<sup>th</sup> Green Conference on May 27<sup>th</sup>, gave a presentation on Lake County's food scrap composting efforts at the Midwest Compost School Conference in Lake Zurich during the evening of June 2<sup>nd</sup>, and presented an overview of legislation for 2015 at the annual IL recycling conference in East Peoria on June 18<sup>th</sup>.
- On April 27<sup>th</sup> Senator Bush convened a meeting on carpet recycling that was attended by over 25 people from the carpet industry, recyclers and local government (including Steve Mandel, John Norris and Linda Soto). This meeting was followed up with another meeting on June 17<sup>th</sup> in Chicago where the focus was on developing a more detailed plan for increasing carpet recycling in IL and nearby states. Senator Bush has been very helpful in this effort and has stated she will not pursue legislation as long as this voluntary effort produces meaningful results.

**Executive Session:** *None*

**NEXT BOARD MEETING:** Thursday, August 27, 2015 - 7:00 p.m. Hainesville Village Hall, 100 N. Hainesville Road

**ADJOURNMENT:** 8:29 p.m.

Motion by *Grayslake*, seconded by *Hainesville* to adjourn. ***Motion was approved.***

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Memo to the Executive Committee

August 27, 2015

**Consent - 1. Expenditure Approval**

**ISSUE:** Approve Expenditures

**RECOMMENDATION:** I recommend approval

**TIMING:** Routine

**BACKGROUND:** The Board of Directors authorized the Executive Director to pay expenditures under \$10,000. The Executive Director submits the monthly expenditures to the Board for approval.

The total for Administration \$51,327.59; Education \$8,625.00 Household Chemical Waste \$15,337.33; Recycling \$50,977.76; *Total expenditures for July 2015 - \$126,267.68*

**ENCLOSED DOCUMENTS:** BOSS Account Analysis Report

**STAFF:** Walter Willis, Executive Director  
Amy Bartemio, Executive Office Manager

## SWALCO - July 2015 EXPENDITURE BUDGET

SWALCO \- Solid Waste Prog-SWALCO Administration-Regular Salaries And Wages----					
Budget Amount:	351,087.960	Funds Available:	123,886.05	Beginning Balance for Period	200,455.11
				<b>Total Expenditures</b>	<b>26,746.80</b>
				Ending Balance for Period	227,201.91
SWALCO \- Solid Waste Prog-SWALCO Administration-Part Time Salaries And Wages----					
Budget Amount:	42,417.96	Funds Available:	15,241.36	Beginning Balance for Period	23,874.52
				<b>Total Expenditures</b>	<b>3,302.08</b>
				Ending Balance for Period	27,176.60
SWALCO \- Solid Waste Prog-SWALCO Administration-Special Pay----					
Budget Amount:	17,100.00	Funds Available:	6,468.54	Beginning Balance for Period	9,380.70
				<b>Total Expenditures</b>	<b>1,250.76</b>
				Ending Balance for Period	10,631.46
SWALCO \- Solid Waste Prog-SWALCO Administration-Dues And Subscriptions----					
Budget Amount:	5,000.00	Funds Available:	2,139.00	Beginning Balance for Period	2,361.00
				<b>Total Expenditures</b>	<b>500.00</b>
				Ending Balance for Period	2,861.00
SWALCO \- Solid Waste Prog-SWALCO Administration-Gas For Heating----					
Budget Amount:	15,000.00	Funds Available:	7,626.87	Beginning Balance for Period	5,207.73
				<b>Total Expenditures</b>	<b>2,165.40</b>
				Ending Balance for Period	7,373.13
SWALCO \- Solid Waste Prog-SWALCO Administration-Electricity----					
Budget Amount:	12,000.00	Funds Available:	4,102.23	Beginning Balance for Period	7,067.46
				<b>Total Expenditures</b>	<b>830.31</b>
				Ending Balance for Period	7,897.77
SWALCO \- Solid Waste Prog-SWALCO Administration-Telephone----					
Budget Amount:	7,000.00	Funds Available:	2,352.52	Beginning Balance for Period	4,097.85
				<b>Total Expenditures</b>	<b>549.63</b>
				Ending Balance for Period	4,647.48
SWALCO \- Solid Waste Prog-SWALCO Administration-Liability Insurance----					
Budget Amount:	61,478.00	Funds Available:	3,527.00	Beginning Balance for Period	51,681.00
				<b>Total Expenditures</b>	<b>6,270.00</b>
				Ending Balance for Period	57,951.00
SWALCO \- Solid Waste Prog-SWALCO Administration-Equip Rental----					
Budget Amount:	3,100.00	Funds Available:	236.58	Beginning Balance for Period	2,001.57
				<b>Total Expenditures</b>	<b>172.37</b>
				Ending Balance for Period	2,173.94

SWALCO \- Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits----					
Budget Amount:	79,608.00	Funds Available:	27,487.99	Beginning Balance for Period	45,562.41
				<b>Total Expenditures</b>	<b>6,557.60</b>
				Ending Balance for Period	52,120.01
SWALCO \- Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----					
Budget Amount:	30,102.95	Funds Available:	11,180.41	Beginning Balance for Period	16,631.90
				<b>Total Expenditures</b>	<b>2,290.64</b>
				Ending Balance for Period	18,922.54
SWALCO \- Solid Waste Prog-SWALCO Administration-Retirement Benefits/IMRF----					
Budget Amount:	34,707.05	Funds Available:	30,014.48	Beginning Balance for Period	4,420.57
				<b>Total Expenditures</b>	<b>272.00</b>
				Ending Balance for Period	4,692.57
SWALCO \- Solid Waste Prog-SWALCO Administration-Miscell Contractual Servi----					
Budget Amount:	13,360.00	Funds Available:	6,574.00	Beginning Balance for Period	5,710.00
				<b>Total Expenditures</b>	<b>420.00</b>
				Ending Balance for Period	6,130.00
SWALCO \- Solid Waste Prog-Education-Rain Barrel/Compost Bin----					
Budget Amount:	0.00	Funds Available:	-8,625.00	Beginning Balance for Period	0.00
				<b>Total Expenditures</b>	<b>8,625.00</b>
				Ending Balance for Period	8,625.00
SWALCO \- Solid Waste Prog-Household Hazard Waste--Operational Supplies----					
Budget Amount:	14,000.00	Funds Available:	3,008.59	Beginning Balance for Period	7,708.67
				<b>Total Expenditures</b>	<b>731.97</b>
				Ending Balance for Period	8,440.64
SWALCO \- Solid Waste Prog-Household Hazard Waste--Consultants----					
Budget Amount:	157,900.00	Funds Available:	22,922.06	Beginning Balance for Period	46,368.94
				<b>Total Expenditures</b>	<b>10,645.00</b>
				Ending Balance for Period	57,013.94
SWALCO \- Solid Waste Prog-Household Hazard Waste--Garbage Disposal----					
Budget Amount:	6,800.00	Funds Available:	1,146.84	Beginning Balance for Period	2,354.28
				<b>Total Expenditures</b>	<b>731.61</b>
				Ending Balance for Period	3,085.89
SWALCO \- Solid Waste Prog-Household Hazard Waste--All Other Maintenance----					
Budget Amount:	16,250.00	Funds Available:	10,266.75	Beginning Balance for Period	4,027.25
				<b>Total Expenditures</b>	<b>1,205.00</b>
				Ending Balance for Period	5,232.25
SWALCO \- Solid Waste Prog-Household Hazard Waste--Miscell Contractual Servi----					
Budget Amount:	5,100.00	Funds Available:	70.75	Beginning Balance for Period	1,002.50
				<b>Total Expenditures</b>	<b>2,023.75</b>
				Ending Balance for Period	3,026.25

SWALCO - Solid Waste Prog-Recycling---Miscell Contractual Servi---					
Budget Amount:	200,000.00	Funds Available:	0.00	Beginning Balance for Period	110,730.99
				<b>Total Expenditures</b>	<b>50,977.76</b>
				Ending Balance for Period	161,708.75

**TOTAL EXPENDITURES \$ 126,267.68**

## **ACTION ITEMS**

**A-1. Policy for Accepting Pharmaceuticals from Non-SWALCO Members**

**ISSUE:** Whether to establish a policy to accept and also charge non-SWALCO members for services associated with managing pharmaceuticals (both controlled and non-controlled), pending IEPA written approval to allow SWALCO to accept pharmaceuticals from other government entities.

**RECOMMENDATION:** SWALCO staff recommends a two tiered approach to accepting and charging non-SWALCO members: 1) any municipality that is wholly or partially located in Lake County (e.g., Buffalo Grove) may bring unsorted pharmaceuticals to SWALCO at a cost of a flat fee of \$50 plus \$1.50 per pound, with the first drop off being at no cost (due to fact we have already allowed Lakemoor one free collection event as a non-SWALCO member), and 2) any unit of local government that is not wholly or partially located in Lake County may only bring sorted, controlled substances to SWALCO for a fee of \$100 per every 5 pounds of controlled substances. At its meeting on July 16, 2015 the Executive Committee approved this staff recommendation.

**BACKGROUND:** At the June 4, 2015 Executive Committee a discussion was held regarding requests the Agency had received from McHenry County and Buffalo Grove to accept pharmaceuticals being collected by local law enforcement. After the discussion it was recommended that staff develop an action item for the Executive Committee to consider recommending to the Board of Directors. An action item was prepared and presented at the July 16, 2015 meeting, and the Executive Committee voted to recommend approval of the action item by the Board of Directors

Staff has been in contact with both Buffalo Grove and McHenry County and let them know that SWALCO's Board will have to make a formal policy regarding whether we would accept pharmaceuticals from non-SWALCO entities, and if so at what cost. Buffalo Grove was informed it could consider becoming a SWALCO member but this is unlikely given it is already a member of SWANCC and the cost to join SWALCO just for this program is likely not feasible. Further, staff discovered that it had already accepted pharmaceuticals from Lakemoor, not a SWALCO member, which prompted staff to recommend that any municipality wholly or partially in Lake County would receive its first drop off at no cost. Any policy agreed to will have to be applied to Lakemoor moving forward.

Based on costs incurred to date in hiring technicians, along with Steve Nelson, to sort the pharmaceuticals, staff is recommending a flat fee of \$50 plus a fee of \$1.50 per pound to sort for municipalities wholly or partially located in Lake County. The per pound fee will cover the costs of the technicians, Steve's time, sharps disposal and overhead costs; the flat fee of \$50 is meant to cover Amy's time coordinating the program, and doing the invoicing. The policy for out of county entities recognizes that SWALCO does not want to accept non-sorted pharmaceuticals due to the time and effort necessary to schedule, coordinate and sort the drugs. If SWALCO sets the precedent of offering sorting services to out of county entities we may be overwhelmed by requests, which we will not be capable of managing without altering our entire HCW program.

Finally, SWALCO, in accordance with our Intergovernmental Agreement with the IEPA, must obtain written approval from the Director to utilize the Agency's contractor for HHW that is collected and delivered to us by other government operated or sponsored entities. If the Executive Committee and Board approve of this action item, staff will proceed to attempt to obtain written approval from the Director before implementing this new policy.

**ENCLOSED DOCUMENTS:** None

**STAFF:** Walter Willis, Executive Director

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**A-2. Proposed Increase in SWALCO's Executive Director's Payment Authority**

**ISSUE:** Whether to increase the payment authority of the Executive Director for budgeted expenses from \$10,000 to \$20,000.

**RECOMMENDATION:** SWALCO staff recommends approval, and the Executive Committee recommended approval at its July 16, 2015 meeting

**BACKGROUND:** At both the June Executive Committee meeting and the Board of Directors meeting a discussion was held as to why each was voting on an action item regarding expenses for mobile collection events held in Vernon Hills and Wauconda. The discussion centered around whether the spending approval limit of \$10,000 for SWALCO's Executive Director should be increased, as long as the expense was included the approved budget. Based on this discussion and feedback, this action item is being presented to the Board of Directors for its consideration.

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**ENCLOSED DOCUMENTS:** None

**STAFF:** Walter Willis, Executive Director

**A-3. Proposed Agreement with Vintage Tech to Provide E-scrap Recycling Services for the Remainder of 2015 and 2016**

**ISSUE:** Whether to enter into a no cost contract with Vintage Tech Recyclers to provide transportation and recycling services to SWALCO's electronic products recycling program for the remainder of this calendar year and for all of 2016.

**RECOMMENDATION:** SWALCO staff recommends approval, due to the timing of this contract and the negotiations staff was unable to gain the input of the Executive Committee prior to bringing this item to the Board of Directors.

**BACKGROUND:** Since the enactment of PA 99-0013 on July 10, 2015 SWALCO staff has been in discussions with its two current e-scrap recycling vendors (Dynamic Recycling, Inc. and eWorks) and Vintage Tech Recyclers (an Illinois based recycler, currently one of the largest in the State, with programs in other states as well) to determine if we could obtain a no cost contract for the remainder of this year and for 2016. While Dynamic and eWorks have been in discussions with manufacturers for the collection of additional weight required by PA 99-0013 they have been unable to secure firm commitments for this year and next. Only Vintage Tech was able and willing to enter into such an agreement with SWALCO.

The highlights of the enclosed Agreement include:

- SWALCO will no longer have to pay for the transportation and processing of the electronics we collect and will be paid 10 cents per pound for computers, which will be held in escrow and used to cover any costs for non-complaint materials such as HHW. Any remaining funds will be credited to the Agency at the end of the term of the agreement. The agreement has a term of August 1, 2015 through December 31, 2016, with three, one year renewal options.
- The agreement has a 180 day notice to cancel requirement, ensuring we have sufficient time to plan for a new vendor if needed.
- Vintage Tech has agreed to accept no less than 1,400,000 pounds of CEDs and EEDs for the remainder of this year and 4,500,000 for 2016. This quantity should be sufficient for our program based on previous years' data.
- A provision stating that the Agency prefers that its CRT glass be taken to the Kuusakoski/PDC retrievable storage unit at the Indian Creek Landfill in Tazewell County. This process includes Kuusakoski dismantling the TVs at its facility in Peoria, shipping the glass to PDC where it will be treated so it can be placed in a Subtitle D landfill in a dedicated cell. This is consistent with our previous support for this option that ensures our CRT glass is safely managed within the State, in a more environmentally and economically sound manner.
- Provides flexibility to offer additional collection opportunities, including one day events and live load pickup service. This is important due to the stress on the six existing permanent sites and these new options should reduce this stress.

**ENCLOSED DOCUMENTS:** Agreement between SWALCO and Vintage Tech

**STAFF:** Walter Willis, Executive Director and Pete Adrian, Recycling Coordinator

ELECTRONIC PRODUCTS RECYCLING AGREEMENT BETWEEN  
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS AND  
VINTAGE TECH RECYCLERS

THIS AGREEMENT entered into this 1st day of August, 2015 by and between the Solid Waste Agency of Lake County, Illinois (AGENCY) and Vintage Tech Recyclers (CONTRACTOR).

WITNESSETH:

WHEREAS, the AGENCY is a municipal corporation and public body politic and corporate of the State of Illinois; 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, one of the purposes of the AGENCY is to implement the Lake County Solid Waste Management Plan as adopted by the Lake County Board September 12, 1989 and amended from time to time thereafter; 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 was amended by Public Act 097-0287 in 2011, Public Act 098-0714 in 2014 and Public Act 099-0013 in 2015; and

WHEREAS, Public Act 095-0959, Public Act 097- 0287, Public Act 098-0714 and Public Act 099-0013 establishes a statewide system for recycling and/or reusing certain electronic products; and

WHEREAS, the AGENCY has managed a Residential Electronics Collection Program for residents of Lake County since 2000; and

WHEREAS, the AGENCY wishes to continue providing opportunities to the residents of Lake County to recycle electronics waste generated from residential uses; and

WHEREAS, the AGENCY has developed a Scope of Work document (See Exhibit A) setting forth the required services of providing electronics recycling in Lake County; and

WHEREAS, the AGENCY wishes to enter into an agreement with CONTRACTOR to fulfill the work of transporting, processing and recycling Residential Electronic Devices generated for residential uses from select Municipal Partners (as identified by the AGENCY in Exhibit A); and

WHEREAS, the CONTRACTOR wishes to enter into an agreement with the AGENCY to provide for the transportation and processing of Residential Electronic Devices, as defined in this Agreement.

NOW, THEREFORE, in consideration of the forgoing 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 AGENCY and the CONTRACTOR as follows:

## ARTICLE I RECITALS

**Section 1.01 Incorporation of Recitals.** The parties agree that the recitals have been incorporated into the text of this Agreement. This Agreement constitutes the entire Agreement between the Contractor and the Agency with respect to providing the necessary work of transporting, processing and recycling residential electronic devices generated from residents that reside within municipalities that are included as part of the oversight of the Agency.

## ARTICLE II DEFINITIONS

**Section 2.01 Definitions.** For purposes of this Agreement, the following words and phrases shall be given the following respective meanings.

“Agency” means the Solid Waste Agency of Lake County, Illinois.

“Agency Collected Electronics” means all Residential Electronic Devices collected by Members or affiliates of the Agency.

“Agency Collector” or “Collector” means one or more municipalities or other entities within Lake County who host a Collection Site and serve to collect Residential Electronics.

“Agreement” means this Agreement, between the Agency and the Contractor.

“Covered Electronic Device or “CED” means any electronic product defined as a CED in accordance with the Electronic Products Recycling and Reuse Act, as amended 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 electronic product defined as an EED in accordance with the Electronic Products Recycling and Reuse Act, as amended, that is taken out of service from a residence in the State of Illinois regardless of purchase location.

“Facility” means the processing facility, together with appurtenant structures and equipment located at 13543 Lincoln Highway, Plainfield, IL 60544 and operated by the Contractor.

“Hazardous Waste” means any material or substance that, as of the Contract Date, 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. If any governmental Agency or unit having appropriate jurisdiction shall determine that substances are hazardous or harmful to health when Processed at the IPF, then thereafter any such substances or materials shall be Hazardous Waste for purposes of this Agreement. However, if the material or substance is later found or determined by the appropriate

governmental Agency or unit having appropriate jurisdiction to be non-hazardous or to be removed from the respective definition of hazardous waste it shall thereafter be non-hazardous.

“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. If any governmental Agency or unit having appropriate jurisdiction shall determine that substances are infectious then thereafter any such substance shall be Infectious Waste for purposes of this Agreement. However, if the material or substance is later found or determined by the appropriate governmental Agency or unit having appropriate jurisdiction to be non-infectious or to be removed for the respective definition of infectious waste, it shall thereafter be non-infectious.

“Member Collection Site” means a specific location within Lake County, Illinois where an Agency Collector holds a Residential Electronics Collection Event.

“Mixed Electronic Device” or “MED” means any Residential Electronic Device that is collected through an Agency Collection Site, which is taken out of service from a residence in the State regardless of purchase location but is neither solely a CED nor solely an EED and includes all items listed as acceptable to the CONTRACTOR as listed in Exhibit B, that are neither CEDs or EEDs.

“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.)

“Payment” means the number calculated by multiplying the weight of material collected by the value of the material per pound according to Exhibit B. This amount will be maintained in an escrow account held by the Contractor in the event that the Contractor incurs cost for the disposal on Non-Acceptable Materials, Hazardous Waste and or Infectious Waste. The escrow balance will be debited on a quarterly basis and any remaining balance at the end of the calendar year and program year will be credited to the Agency.

“Registered Manufacturer” the owner of a brand of CED required by the State Law to register with the Illinois Environmental Protection Agency and be assigned a goal to collect and recycle or refurbish the specified volume of CED’s and EED’s.

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

“State Law” means the State of Illinois’ Electronic Products Recycling and Reuse Act.

**ARTICLE III  
RESPONSIBILITIES OF THE PARTIES**

**Section 3.01 Agency Responsibilities.** The Agency agrees to and will be responsible for providing the following:

- a) Municipal Party Oversight: Agency agrees to oversee Member Collection Sites being served to ensure activities at the collection sites provide optimal container and trailer weights for transportation. In the event a collection site consistently generates low weight trailers (less than 15,000 lbs.), Agency will address with that site as necessary to rectify the problem to preserve the economics of the overall program. Agency also agrees to act as the liaison between all of the Member Collection Sites and Contractor to facilitate service and communication as necessary for efficient operation and dispute resolution if necessary.
- b) Collection Management: Agency shall direct the separation of all Residential Electronic Devices to be recycled, sorted on to skid pallets/Gaylord containers, and make necessary arrangements to store and receive packaging materials (Gaylord containers/skid pallets) for the facilitation of the collection of Residential Electronic Devices in accordance with industry standards and practices, and by mutual agreement by both parties. In no event will Agency knowingly place Hazardous Waste in or on such packaging materials.
- c) Collection Sortation: Agency shall be responsible for directing the sorting of the Residential Electronic Devices into three categories; 1) All forms of Televisions and Monitors. 2) All forms of computers. 3) All remaining other CED's, EED's and MED's. Agency also agrees to properly label skid pallets/Gaylord containers for Contractor to distinguish between the three categories.
- d) Terms and Conditions Adherence: Agency agrees to adhere to all of the terms and conditions of this agreement as applicable for the recycling of electronic devices provided by Contractor as referenced in Exhibit A and Exhibit B.
- e) Title and Risk of Loss: Agency hereby agrees that title to and risk of loss or damage to all electronic devices will pass to Contractor at time of pick-up.

**Section 3.02 Contractor Responsibilities.** The Contractor agrees to and will be responsible for providing the following services:

- a) Demonstration of Program Weight: Contractor shall demonstrate to Agency in written instrument that a Registered Manufacturer(s) has entered into a contract with the Contractor to collect from the Agency no less than 1,400,000 pounds for the remainder of year 2015 and process no less than 4,500,000 pounds of CED's and EED's for calendar and program year 2016.
- b) Residential Electronic Device Collection and Recycling Service: Contractor shall respond via email or phone to request(s) for pick-ups and/or load deliveries from Agency per the list of Member Collection Sites and Methods defined in Exhibit A with-in 24 hours and provide confirmation of said pick-up schedule, if applicable, within 48 hours.
- c) Load Receipt Confirmation: Contractor shall inspect the shipment and delivery receipt upon acceptance of a Residential Electronic Device load to ensure that the receipt accurately reflects the shipment documentation created by Agency. Contractor shall inspect any skid pallets/Gaylord containers, when applicable; to confirm that the correct Residential Electronic Devices have been received, sorted, and not tampered with prior to its delivery to Contractor's

processing facility. Contractor shall promptly advise Agency of any discrepancies via email or telephone.

- d) Acceptance of Title and Risk of Loss: Contractor agrees to accept title and risk of loss of the Residential Electronic Devices picked up from the agreed list of Member Collection Sites and Methods defined in Exhibit A.
- e) Disposition of Residential Electronic Devices: Contractor shall make every effort to dismantle, reuse, and recycle the items collected utilizing its own facility equipment and staff. All materials managed under this Agreement shall be processed, used, reused, reclaimed, or disposed of only in Canada Mexico, Europe, or the United States, unless otherwise specifically permitted by the Agency. All fixed hard drives must be removed and destroyed prior to reusing the parent device that the hard drive was operating in. This agreement explicitly prohibits any whole unit export of collected electronics by the Contractor or any of its downstream vendors. To minimize potential liability and to ensure the proper management of cathode-ray tube (CRT) glass, it is the Agency's preference that all CRT glass collected by the Member Collection Sites and processed by the Contractor be placed in the retrievable storage cell located at Peoria Disposal Company's Indian Creek Landfill in Tazewell County, IL. This preference is consistent with the policy of the State of Illinois as unanimously approved by the Illinois General Assembly and signed into law by the Governor in Public Act 99-0013.
- f) Standard Reporting: Contractor will submit to Agency the necessary reporting as required by the Agency and the Illinois EPA on a quarterly basis as defined in Exhibit A.
- g) Insurance: Contractor will maintain insurance, of the type and in amounts which are usual and customary in its business, which is acceptable to Contractor including Commercial General Liability, Workers' Compensation and Contractor's Pollution Liability. Upon request, Contractor will submit a Certificate of Insurance to Agency naming Agency as an additional insured.
- h) Certifications: Contractor shall, after execution of the Agreement, provide proof of e-Stewards Certification and /or R2 Certification, and International Organization for Standardization (ISO) 14001:2004 certification upon request of Agency. Contractor shall continue to achieve all e-Stewards and /or R2, and ISO 14001 standards and provide, at the request of Agency, documentation or right to audit Contractor records, to assure continued conformance with any provisions of e-Stewards and /or R2, and ISO 14001 certification. Per request, Contractor shall provide results of the most recent e-Stewards and /or R2 audit to Agency.
- i) Data Cleansing: A Department of Defense 5220.22-M data overwrites (1-Pass or 3-Pass) will be performed on all data storage devices that are deemed to still maintain potential functional resale value. All storage media with no functional resale value will be physically destroyed at Contractors' facility.
- j) Additional Related Responsibilities: If Additional Related Responsibilities that are not listed in this section are available through the Contractor; the Contractor shall provide the additional related services in accordance with all term, conditions and specifications contained in the Agreement. Additional related services may not be provided to the Agency without the Agency's prior approval.

**Section 3.03 No Cost Service.** Contractor will provide Service to the Agency at no cost or with payment to Agency as described in Exhibit B.

**ARTICLE IV  
DISCLAIMERS; LIMITATION OF LIABILITY**

**Section 4.01 Indemnification.**

- a) Contractor shall, to the extent permitted by law, at its sole cost and expense indemnify, defend, keep and save harmless the Agency, the Members who participate in the Agreement, participating Lake County Townships, and officials, employees, agents and consultants of the Agency, the participating Members, and any participating Lake County Township (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against (i) all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Contract or the performance thereof, to the extent alleged or determined to be caused through the misconduct, negligence or omission of Contractor or any agent or employee, or any subcontractor or their respective employees or agents, or (ii) any Loss arising out of or in connection with the operation of the Facility. Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, Contractor shall, at its sole cost and expense, satisfy and discharge the same. Contractor expressly understands and agrees that insurance required by this Contract or otherwise provided by Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.
- b) The Indemnification obligations set forth in this section shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this section shall not apply to a Loss which arises solely out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence.
- c) Nothing in this section shall apply to suits or actions which are barred by the applicable statute of limitations.
- d) The Agency agrees, to the extent permitted by law, that it shall protect, indemnify, and hold harmless the Contractor and its affiliates (including subsidiaries), and their respective officers, members, employees and agents (the "Contractor Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the Contractor Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property arising out of the acts or omissions of the Agency including its officers, employees and agents in the performance (or nonperformance) of the Agency's obligations under this Agreement. The Agency is not, however, required to protect, indemnify or hold harmless any Contractor Indemnified Party for loss or claim resulting from performance (or nonperformance) of the Contractor's obligations under this Agreement or the negligence or willful misconduct of any Contractor Indemnified Party. The Agency's aforesaid indemnity is for the exclusive benefit of the Contractor Indemnified Parties, and in no event shall such indemnity inure to the benefit of any third Person.

**Section 4.02 Survival.** This Article IV shall survive termination of this Agreement.

**ARTICLE V**  
**DELIVERY AND PROCESSING OF ELECTRONICS**

**Section 5.01 Title to Waste.** To the full extent recognized and permitted by law, all rights, title and interests to any material, of whatever nature, delivered to the Facility pursuant to this Agreement and accepted by the Contractor shall vest in the Contractor immediately upon such acceptance.

**Section 5.02 Transportation, Processing and Accounting of CED's, EED's and MED's.**

- a) Fees Waved. For the term of this Agreement, it shall be mutually agreed upon that all transportation and processing fees shall be waived, for any Agency Collected Electronics that are received at the Facility.
- b) Accounting and Processing of CED' and EED's. The Contractor shall account for and process all Agency Collected CED's and EED's according to the terms outlined within the parameters of the State Law and as stipulated in Exhibit A, Attachment 1 Section 6.0.
- c) Accounting and Processing of MED's. The Contractor shall also account for and process all Agency Collected MED's as stipulated in Exhibit A, Attachment 1 Section 6.0.

**Section 5.03 Disposal and Processing Fees.** In the event that Non-Acceptable Electronics exceed 5% by weight collected per quarter the Agency and Contractor will cooperate to identify the cause and to find an acceptable solution. If such materials are received, their cost of disposal shall be charged against the Payment escrow balance according to the terms set forth in Exhibit B or as mutually agreed upon by Agency and Contractor in an addendum to this Agreement.

**Section 5.04 Non Acceptable Electronics, Hazardous and Infectious Waste.**

- a) Prevention of Delivery. The Agency shall use reasonable efforts to prevent and avoid the delivery to the Facility of Non-Acceptable Electronics, Hazardous Waste or Infectious Waste. If such materials are received their cost of disposal shall be charged against the Payment escrow balance according to the terms set forth in Exhibit B or as mutually agreed upon by Agency and Contractor in an addendum to this Agreement.
- b) Removal, Transport and Disposal. If Hazardous Waste or Infectious Waste is delivered to the Facility, such Waste shall be contained, set aside, isolated and maintained separately by the Contractor from all other Electronics in the Facility. The Contractor shall remove or cause to be removed such Hazardous Waste or Infectious Waste from the Facility and shall transport and dispose of, or shall provide for the transport and disposal of, such material in accordance with applicable local, State and Federal law, at a duly licensed and permitted Hazardous Waste or Infectious Waste disposal facility. If such materials are received their cost of disposal shall be charged against the Payment escrow balance according to the terms set forth in Exhibit B or as mutually agreed upon by Agency and Contractor in an addendum to this Agreement.

**Section 5.05 CED's, EED's and MED's**

- d) Accounting and Processing of CED' and EED's. The Contractor shall account for and process all Agency Collected CED's and EED's according to the terms outlined within the parameters of the State Law.
- e) Accounting and processing of MED's. The Contractor shall also account for and process all Agency Collected MED's.

**ARTICLE VI  
TERM**

**Section 6.01 Term.** The Term of this Agreement shall be in effect from August 1, 2015 through December 31, 2016. At the end of any agreement term, the Agency reserves the right to extend the agreement for a period of up to sixty (60) days. The Agency reserves the right to (with mutual written agreement from the Contractor) renew the agreement for three (3) additional one (1) year periods (January 1 through December 31).

**ARTICLE VII  
PAYMENTS AND REPORTING**

**Section 7.01 Payments for Electronics.** For the Term of this Agreement, it shall be mutually agreed upon that the Contractor will pay a Per Pound Payment to the Agency for any Agency Collected Electronics received by the Contractor. The Per Pound Payment will be calculated by multiplying the weight of material collected by the value of the material per pound according to Exhibit B. This amount will be maintained in an escrow account held by the Contractor in the event that the Contractor incurs cost for the disposal on Non-Acceptable Materials, Hazardous Waste and or Infectious Waste. The escrow balance will be debited on a quarterly basis and any remaining balance at the end of the calendar year and program year will be credited to the Agency.

**Section 7.02 Reporting.** The weights and composition of Agency Collected Electronics delivered to the Facility from each Collection Site shall be reported to the Agency and the Registered Manufacturer utilizing the reporting procedure as outlined in the Scope of Work (Exhibit A).

**ARTICLE VIII  
REPRESENTATIONS**

**Section 8.01 Representations and Covenants of Agency.** The Agency represents and covenants to the Contractor that:

- a) The Agency is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- b) This Agreement has been duly entered into and delivered by the Agency and, binding obligation of the Agency, fully enforceable in accordance with its terms.

**Section 8.02 Representations and Covenants of Contractor.** The Contractor hereby represents to the Agency that:

- a) The Contractor is qualified to do business in the State and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- b) The Contractor has in place contract(s) with Registered Manufacturer(s) to collect and Process for them their manufacture goal as set by the State Law.
- c) The Contractor holds, or is expressly authorized under, the necessary patent rights, licenses, certifications and franchises to recycle Mixed Electronic Devices pursuant to the terms of this Agreement.
- d) This Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of the Contractor, fully enforceable in accordance with its terms.

**ARTICLE IX  
MISCELLANEOUS**

**Section 9.01 Compliance with Laws.** Contractor shall comply with all local, state and federal laws and regulations and further be in compliance with all terms outlined in the State of Illinois Electronic Product Recycling and Reuse Act. In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap.

**Section 9.02 Assignment.** This Agreement may not be assigned by either Party without the prior consent of the other Party, except that the Contractor may, without such consent, assign its interest hereunder to any Affiliate in which event the Affiliate shall assume all the obligation and undertakings of Contractor under this Agreement; provided, however, that such assignment shall not relieve the Contractor from its obligations and undertakings under this Agreement and the Contractor shall execute such documents as are necessary to assure that the terms of this Agreement shall continue to remain in full force and effect. The Contractor may however, without such consent, make such assignments and create such mortgage and security interests as may be required in connection with any financing or refinancing in respect of all or part of the Facility or any modification thereof or addition thereto; provided that such assignment or interest shall not relieve the Contractor from its interest hereunder to a governmental successor of the Agency or an authority or Agency of the County, which shall not relieve the Agency of its obligations hereunder.

**Section 10.03 Notices.** All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses and shall be effective on receipt thereof:

- |                       |  |
|-----------------------|--|
| (a) If to Agency:     | Executive Director<br>Solid Waste Agency of Lake County. IL<br>1311 North Estes Street<br>Gurnee, Illinois 60031 |
| (b) If to Contractor: | President and CEO<br>Vintage Tech Recyclers<br>13543 Lincoln Highway<br>Plainfield, IL 60544                     |

Either Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such Party by a duly authorized officer or employee.

**Section 9.04 Relationship of the Parties.** Neither Party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other Party, and except as provided herein nothing shall constitute either Party as a partner, agent or representative of the other Party, or to create any fiduciary relationship between the Parties. Contractor shall have no right or claim against the Members, or any of them, for any default, nonperformance, or breach of the terms and provisions of this Agreement by the Agency.

**Section 9.05 Waiver.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any other breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any

representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other beach under this Agreement.

**Section 9.06 Authorized Representatives.** For purposes of this Agreement, the Parties' authorized representatives are as follows:

For Contractor: President and CEO  
Vintage Tech Recyclers  
13543 Lincoln Highway  
Plainfield, IL 60544

For Agency: Executive Director  
Solid Waste Agency of Lake County, IL  
1311 North Estes Street  
Gurnee, Illinois 60031

Either Party may change its authorized representative at any time by written notice to the other Party.

**Section 9.07 Article and Section Captions: References.** The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof. Except as otherwise indicated, all references herein to sections and articles are to sections and articles of this Agreement.

**Section 9.08 Amendment.** No amendment, modification or change to this Agreement shall be effective unless same shall be in writing and duly executed by the Parties.

**Section 9.09 Agreement Governed by Illinois Law.** This Agreement shall be governed by the laws of the State of Illinois.

**Section 9.10 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Agency and the Contractor.

**Section 9.11 Execution of Documents.** This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

**Section 9.12 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination implement and give effect to the intentions of the Parties as reflected herein, and the other terms of this Agreement, as so amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect; provided, however that the foregoing to the contrary notwithstanding, if any such determination holds invalid, illegal or unenforceable the provisions of this Agreement pertaining to the Agency's and/or the Members' obligation to collect Electronics, then this Agreement may be terminated at the option of the Contractor by written notice thereof, effective as of the date of such written notification.

**Section 9.13 Further Assurances.** Each Party agrees to, and shall use all reasonable efforts to, provide such information, execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other Party which are not inconsistent with the provisions of this

Agreement and which do not involve the assumption or obligations other than those provided for in this Agreement in order to give full effect to this Agreement and to carry out the intent of this Agreement.

**Section 9.14 Notices of Breach.** Unless specifically provided elsewhere in this Agreement, at least fifteen (15) days' prior written notice shall be required to be given by one Party to the other Party of any breach of this Agreement by the other Party hereto or failure to fulfill any requirement of this Agreement by a Party, in order to allow the Party receiving such notice to cure any such breach, or to commence and diligently pursue the cure of any such breach which cannot reasonably be cured during such fifteen-day period, or to allow such Party time to prepare for, question or contest the fact that any such requirement of this Agreement has not been fulfilled.

**Section 9.15 Notice to Cancel.** The Agreement may be canceled without cause by either Party upon one hundred eighty (180) days' written notice.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, or representatives and the Contractor and the Agency have caused this Agreement to be dated as of the date and year first written above.

VINTAGE TECH RECYCLERS

SOLID WASTE AGENCY OF LAKE COUNTY,  
ILLINOIS

By: \_\_\_\_\_  
President and CEO

By: \_\_\_\_\_  
Chairman, Board of Directors

Attest:

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

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



**EXHIBIT A.**  
**Solid Waste Agency of Lake County, Illinois**

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**ELECTRONICS COLLECTION PROGRAM**  
**SCOPE OF WORK**

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**ELECTRONICS COLLECTION PROGRAM  
FOR THE SOLID WASTE AGENCY OF LAKE COUNTY (SWALCO)**

**August 2015**

1. **Scope of Work**  
SWALCO intends to enter into No Cost Agreement with Vintage Tech Recyclers to furnish residential electronic device recycling services, transportation services as specified herein, and to provide and deliver specified supplies for various locations throughout Lake County, during the term of Agreement. The Scope of Work is fully described in Attachment 1 which provides specifications for the program.
2. **Work Included**  
The No Cost Agreement shall include, but not be limited to, labor, equipment, materials and transportation, from the point that Vintage Tech takes possession of the materials, necessary to manage, package, transport and recycle the residential electronic devices collected by the Agency from Lake County residents.
3. **Collection Location/Frequency**  
As of August 1, 2015 SWALCO is supporting six (6) year round host collection locations through Inter-Governmental Agreements with the Agency and the host locations.
4. **Contract Term**  
The term of this Agreement shall be in effect from August 1, 2015 through December 31, 2016. At the end of any agreement term, the Agency reserves the right to extend the agreement for a period of up to sixty (60) days for the purpose of executing a new agreement. The Agency reserves the right to (with mutual written agreement from the Vintage Tech Recyclers) renew the agreement for three (3) additional one (1) year periods (January 1 through December 31).
5. **Change in Law Agreement**  
The Agency and Vintage Tech Recyclers shall have the right to renegotiate the No Cost Agreement if the United States, the State of Illinois, or any agency or instrumentality thereof, enacts law in which case the Agency and Vintage Tech Recyclers agree to review the impact of the said law during the first one hundred eighty (180) days following implementation of such event and make a good faith effort to adjust the agreement, as of the effective date of the change, in order to assure that Agency will incur no cost and Vintage Tech Recyclers will continue to perform as a result of the change.
6. **Estimated Collection Location**  
The number of collection locations indicated herein is an estimate, based on past and current year collection sites. The Agency does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Agency requirements whether more or less than the estimated collection locations and quantities occur.

**List of Municipal Partner Collection Sites**

**(Note: List Provided By CUSTOMER – May be amended throughout duration of agreement upon mutual agreement of both parties)**

**SWALCO Location Summary 2015**

Current Permanent Year Round Locations with Trailer Spots

City of Highland Park  
City of Waukegan  
Grant Township - Ingleside  
Village of Grayslake  
Waste Management North - Antioch  
Wauconda Township - Wauconda

**Potential Additional Locations**

Potential Year Round Locations with Trailer Spots

City of Zion  
Village of Mundelein (May 1 - Sep 30)

Potential Temporary Trailer Spots (approx. service dates)

Village of Lindenhurst – Aug 22, Oct 24  
Village of Round Lake – Aug 11, Oct 13, Dec 8  
Ela Township - Lake Zurich – Oct 10  
Vernon Hills Park District – Vernon Hills – Nov 14  
Lake County DOT – Libertyville – Oct 3  
Village of Hainesville - Aug 29  
Avon Township – Hainesville - Nov 7

Potential Permanent Year Round Live Load Locations

City of Lake Forest  
Cuba Township – Lake Barrington  
Village of Lake Bluff  
City of North Chicago

7. **Hold Harmless Clause**

Vintage Tech Recyclers agree to indemnify, save harmless and defend the Agency, its agents, host sites, cities and villages servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

8. **Certificates of Insurance**

Certificates of Insurance with required endorsements acceptable to the Agency shall be filed with the Agency prior to commencement of the Work, containing the following:

Be provided with a 30 day prior notice, in writing, of Notice of Cancellation, Non-Renewal, or material change specified within an endorsement by the insurance company.

Be provided with certificates of insurance evidencing the endorsement as specified above and required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals, replacements and endorsements of said policies of insurance at least 30 days prior to expiration of cancellation or non-renewal of such policies. Said Notices and Certificates of Insurance shall be provided to:

The Solid Waste Agency of Lake County, Illinois  
1311 N. Estes Street  
Gurnee, IL 60031

9. **Audit of Processing Operation**

The Agency may conduct an audit of Vintage Tech Recyclers. The audit shall review the processing and recycling of all electronics collected from the Agency and may include a site visit to the facility. The audit shall not include a review of financial records. Audits must be announced and arranged during normal business hours.

10. **Failure to Comply**

In the event Vintage Tech Recyclers fails to obtain or maintain any insurance coverage's required under this agreement, The Agency may purchase such insurance coverage's and charge the expense thereof to Vintage Tech Recyclers. Vintage Tech Recyclers shall maintain for the duration of the Contract and any extensions thereof insurance that includes "Occurrence" basis wording issued by a company or companies qualified to do business in the State of Illinois, in the types and amounts listed above, exclusive of defense costs.

11. **Termination**

The Agency and Vintage Tech Recyclers mutually reserve the right to terminate this contract, or any part of this contract, upon one hundred eighty (180) days' written notice.

12. **Assignment of Contract**

Vintage Tech Recyclers shall not assign this contract or any part thereof without the written consent of the Agency.

13. **Right of First Refusal**

Vintage Tech Recyclers shall maintain during the term of the Agreement, the right of first refusal on any pounds in excess of 2,500,000 pounds per calendar and program year. If Vintage Tech Recyclers declines to accept any of the excess pounds, the Agency may reserve the right to transfer the excess pounds to another vendor of the Agency's choosing.

14. **Independent Contractor**

Vintage Tech Recyclers is an independent contractor and no employee or agent of the Vintage Tech Recyclers shall be deemed for any reason to be an employee or agent of the County.

## ATTACHMENT 1.

### SPECIFICATIONS

#### ELECTRONICS COLLECTION PROGRAM FOR THE SOLID WASTE AGENCY OF LAKE COUNTY (AGENCY)

##### 1.0 Program Description

The Agency desires to enter into a no cost contract with Vintage Tech Recyclers to transport, and recycle residential electronic devices that the Agency collects from residents of Lake County at various locations throughout Lake County on an ongoing basis. No residential electronic devices will be accepted from non-residential sources. Schedule A, herein, contains a list of proposed collection locations through December 31, 2016. The Agency reserves the right to add or subtract sites for their best interest with consultation and not with hardship to the Vintage Tech Recyclers. Vintage Tech Recyclers' responsibilities shall include:

- A. Provide and deliver to a collection location, a specified amount of Gaylord boxes and wood pallets shrink wrap or specified materials.
- B. Transport all collected residential electronic devices from the collection location, to their designated facility for recycling.
- C. Recycle all said materials in accordance with Section 8 below.
- D. Other responsibilities as designated by the Agency as accepted by the Contractor.

##### 2.0 Service Area of Program

Program services will be available for all residents of Lake County, with an estimated population of 700,000 people and 250,000 households. In 2014, the Agency sponsored similar events and collected approximately 4,100,000 pounds of scrap electronics. In the past, small appliances and consumer electronics (i.e., blenders, fans, toaster ovens, microwave ovens, small stereos, etc.), mixed media (i.e., audio and video cassette tapes, cd's, dvd's, hard and floppy discs) and consumer batteries (i.e., alkaline, lithium ion primary and rechargeable) have been collected at these events. The Agency does not wish to turn away any resident bringing such items to these events however in the event these types of materials exceed 5% by weight collected per quarter the Parties will cooperate to identify the cause and to find an acceptable remedy. No white goods or components thereof, liquids or any hazardous materials will be knowingly accepted.

##### 3.0 Proposed Collection Specifications

There are (3) styles of collection operations (A - C), described as follows:

###### A. "Year Round Service"

Delivery and as needed switch out of 53' trailer, with replenishment of Gaylord boxes and wood pallets. Dispatch and drop off an empty 53' trailer, 40 Gaylord boxes, and 50 wood pallets. First trailer delivery must be at least 24 hours prior to the start of the collection. The specified amount of Gaylord boxes and pallets may be delivered separate from trailer drop but still must be delivered no less than 24 hours prior to the start of the collection. Subsequent trailer switch outs must occur within 48 hours of a switch out order as placed by SWALCO, excluding weekends and holidays. Subsequent deliveries of the specified amount of Gaylord boxes and pallets may be delivered separate from trailer drop but still must be delivered within the prescribed time line. Trailer delivery and switch outs must occur during regular business hours of the collection location.

###### B. "Special Event Service w/Trailer"

Prior to electronic collection, deliver 53' trailer, Gaylord boxes, and wood pallets. After collection, pick up loaded trailer. Dispatch and drop off an empty 53' trailer, 40 Gaylord boxes and 50 wood pallets, with a pallet jack on board, to the collection location at least 24 hours prior to the start of the collection. The specified amount of Gaylord boxes and pallets may be delivered separate from trailer drop, but still must be delivered at least 24 hours prior to the start of the collection. Following the collection dispatch tractor to pick up loaded trailer, the tractor must arrive at the collection location at a pre-arranged time on the morning of the day immediately following the collection event. In the event of a collection taking place on a Saturday, the trailer must arrive at a prearranged time the following Monday morning unless there are

events which cause this to be unattainable where the Contractor will use best efforts to remove trailers as soon as possible. This collection method normally utilizes a trailer for (4) four days.

C. **“Live Load Pickup Service”**

Deliver and a subsequent pick up of a predetermined amount of Gaylord boxes & wood pallets to a collection site. The Contractor will deliver a load of supplies first time to a collection location. The collection location will then collect and store electronics until such a time as they have accumulated a truck load quantity. The Agency may then request that the Contractor dispatch a truck to make a “Live Load Pickup”. The Contractor will also bring with a specified amount of Gaylord boxes and wood pallets that will be adequate to replenish the collection sites supplies until the next requested pickup.

4.0 **Definition of Material**

Residential Electronic Device is defined as:

- “Covered Electronic Device or “CED” means any electronic product defined as a CED in accordance with the Electronic Products Recycling and Reuse Act, as amended 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 electronic product defined as an EED in accordance with the Electronic Products Recycling and Reuse Act, as amended, that is taken out of service from a residence in the State of Illinois regardless of purchase location.
- “Mixed Electronic Device” or “MED” means any Residential Electronic Device that is collected through an Agency Collection Site, which is taken out of service from a residence in the State regardless of purchase location but is neither solely a CED nor solely an EED and includes all items listed as acceptable items in Exhibit B, that are neither CEDs or EEDs.

5.0 **Event Management**

The Agency and its members shall be responsible for organizing and supervising the overall coordination of the collection locations, and shall provide a fork lift truck or similar equipment to load all Gaylord boxes and wood pallets onto the provided trailer. Vintage Tech Recyclers shall be responsible for furnishing sufficient quantities of Gaylord boxes, wood pallets, 53’ trailers, roll-off containers, and processing capabilities for all residential electronic devices collected.

6.0 **Record (Data) Tracking and Retention**

Vintage Tech Recyclers shall be responsible to maintain and provide to the Agency a monthly itemized weight report, detailing the locations where materials were shipped from, a description and weight of all Covered Electronic Devices and Eligible Electronic Devices, and the weight of all other Mixed Electronics. The report will be provided 15 days after a month’s close. On a quarterly basis Vintage Tech Recyclers will provide a Certificate of Destruction detailing the types and volumes of material collected and the method in which the material was processed. Vintage Tech Recyclers will provide individual collection sites a Certificate of Destruction on an as needed basis. This document shall certify that the electronic items have been recycled in an environmentally responsible way. Vintage Tech Recyclers will provide the Agency with an itemized list of all downstream vendors that Agency Collected Residential Electronic Devices were shipped to. This list will be updated regularly and provided to the Agency on a quarterly basis.

7.0 **Payments**

Vintage Tech Recyclers shall be responsible for making payments to the Agency as calculated by multiplying the weight of material collected by the value of the material per pound according to Exhibit B. This amount will be maintained in an escrow account held by the Contractor in the event that the Contractor incurs cost for the disposal on Non-Acceptable Materials, Hazardous Waste and or Infectious Waste. The escrow balance will be debited on a quarterly basis and any remaining balance at the end of the calendar year and program year will be credited to the Agency.



**EXHIBIT B.**

**Vintage Tech Recyclers**

**EXPLANATION OF SERVICE**



## Vintage Tech Recyclers Explanation of Service

July 27, 2015

Explanation of Service between Vendor and SWALCO.

1. Vendor agrees to accept, the Solid Waste Agency of Lake County, Illinois (Agency) agrees to attempt to provide 1,400,000 pounds in calendar and program year 2015 and up to 4,500,000 pounds of Illinois compliant weight per calendar and program year 2016 based on Illinois defined compliant weight for the manufacture recycling program. Vendor will further accept, at no cost to the Agency, non CED non EED, materials as long as they do not exceed 5% of the total compliant weight collected per quarter. However, in the event these types of materials exceed 5% by weight collected per quarter, the parties will cooperate to identify the cause and find an acceptable remedy. Vendor shall maintain, during the term of the Agreement, the right of first refusal on any pounds in excess of the 4,500,000 per calendar and program year. If Vendor declines to accept any or all of these excess pounds, the Agency may reserve the right to transfer the excess weight to another vendor of the Agency's choosing.
2. Vendor agrees to provide the following services to the Agency:
  - a. Vendor will provide, at no cost to the Agency, Gaylord boxes, wood pallets and plastic film shrink wrap for collection of electronics and will deliver these packaging supplies to the predetermined collection sites and also provide them on a regular basis to ongoing collection sites.
  - b. Vendor will provide at no cost to the Agency, all necessary transportation to deliver packaging materials and ship collected electronics to Vintage Tec Recyclers processing facility.
  - c. Vendor will at no cost to the agency, process and recycle the electronics collected from the Agency.
  - d. Materials for recycling will be sorted into the six criteria categories as specified by Public Act 095-0959 as amended.
  - e. Vendor agrees to provide the Agency a payment for CPU devices at the rate of \$0.10 per pound. These amounts will be maintained in an escrow account held by Vendor in the event that Vendor incurs cost for the disposal of non-compliant materials, hazardous waste and or infectious waste occurring from the materials collected by the Agency. The escrow balance will be debited on a quarterly basis and any remaining balance at the end of the term will be credited to the Agency.

**A – 4. Contract – Kip Kolkmeier, Lobbyist**

**ISSUE:** Whether to approve a contract with Kip Kolkmeier for lobbying services.

**RECOMMENDATION:** SWALCO staff recommends approval of the contract with Kip Kolkmeier.

**BACKGROUND:** Mr. Kolkmeier provides legislative lobbying services to the Agency and has been the Agency's lobbyist for the past 11 years.

This is a 2 year fixed contract for the 2016 and 2017 fiscal years. The contract amount shall not exceed \$37,750 per year and will be paid in 4 installments of \$18,875 in December 2015, May 2016, December 2016 and May 2017. The contract amount for the past two fiscal years was \$37,250 per year.

**ENCLOSED DOCUMENT:** Contract with Kip Kolkmeier/Strategic Advocacy Group

**STAFF:** Walter Willis, Executive Director



# Strategic Advocacy Group

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August 15, 2015

Walter Willis  
Executive Director  
SWALCO  
1311 N. Estes Street  
Gurnee, IL 60031

RE: 2016-2017 SWALCO Legislative Consulting Contract

Dear Walter,

I appreciate the opportunity to continue to work on behalf of the Solid Waste Agency of Lake County ("SWALCO"). This letter agreement is identical to our current contract except that my firm added a new partner this year, Michael Grady, and we have renamed the firm the Strategic Advocacy Group. The retainer amount has also been adjusted to account for inflation. However, as the new retainer amount will still be fixed for two years, the actual increase will be less than the current Consumer Price Index. If this agreement is acceptable to you, please execute a copy and return it to me.

1. Parties to the Agreement. The parties to this agreement are the Strategic Advocacy Group, referred to herein as "Contractor", and SWALCO.
2. Term and Duties. The term of this agreement shall be for the period December 1, 2015 to November 30, 2017. During the term, Contractor shall provide legislative consulting services. It is acknowledged and agreed by both parties that Contractor is not an employee of SWALCO and shall provide services under this agreement through the exercise of Contractor's independent professional judgment. It is also understood that the Strategic Advocacy Group is not a law firm and the services provided under this contract are legislative consulting services and not the provision of legal services.
3. Fee. The fee for legislative consulting services under this agreement shall be a fixed amount of \$37,750 for 2016 and \$37,750 for 2017. Unless agreed upon by SWALCO, this fixed amount shall be Contractor's sole compensation for the period of this agreement. The amount of the retainer will be payable in four installments; \$18,875 in December 2015, \$18,875 in May 2016, \$18,875 in December 2016, and \$18,875 in May 2017.

4. Liability. For purposes of this agreement, Contractor is a sole proprietor and assumes all risk of loss, indemnifies and holds harmless SWALCO from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs and attorney's fees, and related expenses that result directly from Contractor's negligent or intentional acts or omissions.

5. Benefits. Contractor acknowledges that he is not an employee of SWALCO and therefore is not entitled to receive or participate in any benefit program of SWALCO including any life, health, disability, retirement or other program that may from time to time be in place.

If this agreement is consistent with your understanding of our arrangement, then please execute where indicated and return a copy to me. Please let me know if you have any questions regarding the agreement.

Very truly yours,

Kiplund R. Kolkmeier

Signed and approved:

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**INFORMATION ITEMS**

Memo to the Board of Directors

August 27, 2015

**I – 1. Lake County Health Department Report**

LAKE COUNTY HEALTH DEPARTMENT &  
COMMUNITY HEALTH CENTER  
Population Health Services  
Solid Waste Unit

DATE: August 19, 2015  
TO: Walter S. Willis, Executive Director  
SWALCO Board of Directors  
FROM: Michael F. Kuhn, Solid Waste Unit Coordinator  
RE: Solid Waste Inspection/Enforcement Program Report

Active Landfills:

**Countryside Landfill:** No new construction projects are occurring at this time. Waste is being placed in the north end of the landfill on selected days to reuse air space created from settlement of the waste mass. When not working at the north end, wastes placement is occurring in Cell 5 on the south end of the landfill. No unauthorized wastes have been observed in incoming loads or at the active face. The wood waste stockpiles appear to be free of ground gypsum. The gas collection system is operating well. The collected gas, approximately 3,600 scfm, goes to the Genco plant, none to the flares. The H<sub>2</sub>S monitors have not shown any exceedances of the established limits based on the computer data checked during routine inspections and by reviewing the printed data kept at the office. The data from June 16 to July 14, 2015 was lost, reportedly, when saving a digital copy on the computer. Odor complaints were reported on three occasions during the time period, June 20, June 21 and June 22. No odor complaints were reported in July and one, to date, in August.

**Advanced Disposal Services Zion Landfill:** Construction of Cell 9 continues. The base grade has been reached in the north half of the cell. The clay layer is being placed on the north side slope. Liner installation is expected to begin in September. Parts of Cells 1, 2, 4 and 5 are receiving final cover. The 40 mil geomembrane is in place and is being overlain with the geocomposite drainage layer. There are no issues with the gas collection system. Approximately 1,950 scfm of landfill gas is used by the co-generation plant and 2,400 scfm of landfill gas is burned in the flare. Except for an incidental used tire, no unauthorized wastes have been observed in incoming loads or at the active face. No gypsum fines were observed in the wood waste stockpiles. The USDA's bird control program remains on-going. Complaints for off-site garbage odors were received on June 22, July 20, July 21, July 25, July 29, July 30, July 31, August 2 and August 13. Weather conditions for most of these days consisted of high temperatures, high humidity and westerly winds. The odor neutralizing system was in operation except for a period beginning in the afternoon on July 29<sup>th</sup> through the early morning on July 30<sup>th</sup> when an electrical problem shut the system down.

Compost Facilities:

**DK Lake Bluff** is in compliance: There are five windrows on site. The four southern windrows vary in length from 150 to 170 feet, have an average height of 6 feet and are 18 feet wide. A single windrow in the northern area measures 245 feet long four to six feet high and 18 feet wide. The average internal temperature of the windrows is 156° F. Additional materials onsite include unscreened finished compost in the southeast area and a leaf mulch stockpile in the southwest area. The northern area holds a stockpile of wood chips and two stockpiles of bulking agent. The site surface is in good condition. No off site odors have been reported.

**Lake Forest Recycling & Compost Center** is in compliance. The site has eight windrows of processed landscape wastes. Another windrow is in the process of being formed and a pile of unprocessed Christmas trees remains centrally located on the site. The windrows are similar in size at roughly 200 feet long, varying in height and width depending on their age. The heights vary between 3- 8 feet and widths range from 6-14 feet. The internal temperatures range from 120° F to 142° F. The tree stockpile is approximately 20 feet wide by 118 feet in length. The site surface is in good condition. No off-site odors have been reported.

**Lake Bluff Municipal #2 Compost Facility** is in compliance. The site holds four windrows of similar size and stage of decomposition. The windrows are approximately 115 long, 4-6 feet high and 15 feet wide. The internal temperature is 160° F. The site surface is in good condition. No off-site odors have been reported.

**Mariani Landscape Design Compost Facility** is in compliance. The site holds a large stockpile of composted leaf mulch which is approximately 100 feet long, 60 feet wide and greater than 10 feet high. The average internal temperature of the leaf mulch stockpile is 136° F. The site surface is in good condition. No off-site odors have been reported.

**Midwest Organics Recycling, LLC** is in compliance. The site is receiving approximately 250 cubic yards of food scraps per week. The main suppliers of the food scraps are Advanced, Organics and the Great Lakes Base. Landscape waste deliveries continue to average 200 cubic yards per day. The south area of the site holds fourteen windrows approximately 200 feet long, 4 to 6 feet high and 4 to 8 feet wide. The color and texture of the materials vary with the age/maturity. The internal temperatures range from 140° F. to 162° F. The northeast section of the site holds five windrows with an average internal temperature of 120° F. The north central area holds twelve windrows. Pile sizes vary from 3 to 8 feet high, 4 to 10 feet wide and approximately 200 feet long. Internal temperatures range from 100° F. to 140° F. The northwest area holds 5 older windrows with an average height of 3 feet, width of 6 feet and approximately 200 feet in length. The internal temperatures range between 120° F. and 130° F. The site surface is in good condition. No off-site odors have been reported.

**Nu-Earth Organics** is not in compliance and enforcement through the SAO is on-going. The facility continues to manage the on-site materials. The facility stopped taking food scraps in March 2013 and stopped taking landscape wastes in July 2013. No off-site odors have been reported this summer.

**Perricone Bros LW Compost** is in compliance. The permitted site holds eleven windrows containing a mix of processed materials. The windrows are 250 feet long with varying height of 4-8 feet and width of 10-15 feet. The western area holds six windrows of older material. The central area holds three windrows which were covered in wood chips and contained both older and recently processed material. The internal temperatures range from 112° F to 148° F. The site's surface is in good condition. No offsite odors have been reported.

**Schmetchig Landscape Company** is in compliance. The compost pad holds three windrows of ground/processed material. The two windrows in the southern area are similar in size at 100 feet long, 30 feet wide and greater than 10 feet in height. The temperatures range between 130° F. – 160° F. The north area holds one windrow that is approximately 150 feet long, 25 feet wide and greater than 10 feet high with an internal temperature of 140° F. The site surface is in good condition. No off-site odors have been reported.

**Van Zeltz Landscape Development** is in compliance. The facility is processing 70-75 cubic yards of landscape wastes weekly. This material is brought in solely by Van Zelst crews. The site holds two full size windrows with a third windrow being formed. The oldest material is along the east side of the site. This pile measures approximately 55 feet long by 12 feet wide by 8 feet high. The average internal temperature is 128° F. The site surface is in good condition. No off-site odors have been reported.

**Whole Earth Organics, LLC** is in compliance. The site holds twelve windrows of processed material. The windrows are similar in width and height at 15 feet and 8 feet respectively. The length varies from 220 feet to 480 feet long. The internal temperature ranges between 132° F. – 154° F. Additional material located on the southern area of the site includes several stockpiles of finished compost and leaf mulch. The site surface is in good condition. No off-site odors have been reported.

**Waukegan Landscape Waste Compost Facility** is in compliance. Leaf material is present in three forms: unprocessed, processed and screened. All materials are concentrated along the western side of the site. The unprocessed material pile is the bulk of the material on site and measures approximately 75 feet long by 35 feet wide and 10 feet high. The processed and the screened material piles each measure approximately 30 feet in diameter and 10 feet in height. Internal temperatures of the piles range from 110° F.-122° F. The remainder of the site is clear of material. No off-site odors have been reported.

Landscape Waste Transfer Stations:

All of the following facilities are in compliance.  
Aspen Valley Landscape Supply/Park City

Eco Materials, Inc./Waukegan  
Highland Park Yard Waste  
Lake Forest  
Mariani Landscape Design/Lake Bluff  
Menoni & Mocogni Inc./Highland Park  
Oak Development LLC/Lake Bluff  
Perricone Brothers Landscaping, Inc./Volo  
Zion Municipal

Construction & Demolition Debris Processing/Transfer Facilities:

ARS Acquisitions, LLC has resolved some of its violations but continues to be out of compliance with others. Resolution of the outstanding issues is on-going.

Household Chemical Waste Collection Facilities:

Lincolnshire/Riverwoods Fire Protection District is in compliance.  
Solid Waste Agency of Lake County is in compliance.

Other Permitted Facilities:

NSSD-Sludge Drying Facility is in compliance.  
Medmentum PIMW Facility is in compliance.

Closed Landfills:

Compliance Commitment Agreements are in place for the Zion Municipal Landfills 1 & 2 to address cover maintenance issues.

Violation Notices were sent to Waukegan for the Waukegan Municipal Landfills 1 & 2 to address leachate seeps and other cover issues. Proposed CCAs have been submitted in response to the VNs and are under review.

LPC #0978020002– Lake County  
FOS File  
**DIGITAL PHOTOGRAPH PHOTOCOPIES**



40 mil geomembrane liner installed as part of the final cover on parts of Cells 1, 2, 4, & 5 at the ADS Zion Landfill



Geomembrane and boot installed around a gas collection well and gas line at the ADS Zion Landfill

LPC #0978020002– Lake County

FOS File

**DIGITAL PHOTOGRAPH PHOTOCOPIES**



Samples are collected from each welded panel seam to test the strength of the weld. To pass, the weld has to be stronger than the liner, meaning the liner has to tear first. A patch is welded over the area where the sample was taken.



Geocomposite drainage layer being installed over the geomembrane liner at the ADS Zion Landfill

**I-2 . Compost Bin and Rain Barrel Sale 2015 Summary**

**BACKGROUND:** With renewed interest in promoting backyard composting as a strategy to help achieve a 60% recycling rate, and a renewed interest in gardening and homesteading, the Agency, in partnership with the Lake County Stormwater Management Commission and Lake County Forest Preserve District, again hosted a one day-compost bin and rain barrel sale. The sale event occurred on Saturday, May 9 from 9 a.m. to 3 p.m. at Independence Grove Forest Preserve in Libertyville, Illinois. There was no increase in cost of the products to the public. Compost bins were sold for \$50.00 each and rain barrels were sold for \$60.00 each. The products are attractive and made from recycled materials. Tools and accessories were sold for \$10.00 and 15.00 each. It was a wonderful opportunity for residents, as all items were sold at half of the retail cost.

The event was held in collaboration and conjunction with the Forest Preserve District's Native Plant Sale and was cross promoted by all three organizations. Thousands of flyers were sent out in water bills. Thank you to the Lake County Public Works. Additional flyers were handed out at a variety of community events and programs, ads and articles appeared on websites, newsletters and e-news, in local newspapers and media, and information was also included in two sections of the Forest Preserves' *Horizons*, which were sent out to all county residents. Info and flyers were sent to SWALCO lists and members, Stormwater lists, Forest Preserve lists, Illinois Legislators, County Board members and others. Additionally, a wide variety of other promotional efforts were launched, including special displays, etc.

Because we coordinated and managed all aspects of the event ourselves, the vendor, EnviroWorld Corporation, offered us a donation of \$10.00 for every bin and barrel we purchased and \$2.00 for each accessory. Due to these efforts we were able to generate just under \$6,000.00 for the Agency. The sale event was very well attended. During the day we welcomed several hundred visitors and sold approximately 350 Bins and Barrels, and 100 accessories on the day of the sale. We ordered extra to have available for purchase after the sale date, and brought those back to the SWALCO and SMC offices.

SWALCO and Stormwater staffed the event. We provided how-to demos, and staff and volunteers were there to answer questions. Thanks to staff members, family and friends who helped out in areas of distribution, pick-up and sales. Thanks also to all of our member communities that helped promote this and to those communities who offered a rebate to their residents who purchased a bin or barrel from us, including the Villages of Grayslake and Lindenhurst. We did have several communities, including Village of Wauconda, Village of Round Lake Park, and University of Illinois Ext. in Grayslake who have made barrels available for sale at their Village Halls/offices for residents. If any members are interested in having products available for their residents, purchasing some of the surplus rain barrels for their community, or are interested in offering a rebate next year, please contact Merleanne to make arrangements.

A follow-up meeting has been planned with Forest Preserves and Stormwater Management Commission, to recap and begin planning for next year's event with hopes of adding some special elements for sale visitors including fun, educational programs for adults, children and families.

**ENCLOSED DOCUMENTS:** May 9, 2015 Sale Flyer

**STAFF:** Merleanne Rampale, Public Information and Education Director



# Rain Barrel, Compost Bin & Native Plant Sale

Rain Barrel & Compost Bin Sale:

**Saturday, May 9, 2015, 9 am to 3 pm (One Day Only)**

Native Plant Sale:

**Saturday, May 9, 9 am to 3 pm and Sunday, May 10, 10 am to 2 pm**

Independence Grove Forest Preserve

North Bay Pavilion

16400 W. Buckley Rd. (Rt. 137) Libertyville, IL

Located just east of Milwaukee Avenue (Rt. 21)



Choose from more than 60 varieties of native flowers and grasses.

For more information on this event, contact

SWALCO: [swalco.org](http://swalco.org) or call (847) 336-9340

STORMWATER: [lakecountyil.gov/stormwater](http://lakecountyil.gov/stormwater) or call (847) 377-7700

FOREST PRESERVES: [lcfpd.org/plantsale](http://lcfpd.org/plantsale) or call (847) 367-6640

# ONE DAY ONLY Compost Bin & Rain Barrel Sale

SATURDAY, MAY 9, 2015  
9AM - 3PM RAIN OR SHINE

Independence Grove Forest Preserve  
North Bay Pavilion  
16400 W. Buckley Rd. (Rt. 137) Libertyville, IL  
Located just east of Milwaukee Avenue (Rt. 21)

LIMITED QUANTITIES  
WHILE SUPPLIES LAST!  
• Taxes Included  
• Cash • Check  
• Visa • Mastercard • Discover

ALSO AVAILABLE



Kitchen Scrap Pail \$10

Compost Thermometer \$15

Compost Aerator \$15



## FreeGarden RAIN® \$60

55 Gallon Rain Barrel

- Unique square shape and attractive neutral color
- Large 55 gallon (208 liter) capacity
- Easily accommodates existing downspouts
- Includes overflow spout and 4' hose to easily link two or more barrels for multi-barrel installations or to redirect overflow away from foundations
- Elevated spigot accommodates watering cans
- Insect resistant stainless steel filter

## Rain Barrel

By harvesting rainwater, you can:

- Lower your water bill
- Preserve your well water
- Use water on your own schedule
- Improve your soil's pH balance
- Reduce erosion, flooding and storm water run-off
- Help protect rivers, streams, lakes and the environment



## FreeGarden EARTH \$50

Compost Bin

- Large 11 cubic foot/311 liter capacity
- Manufactured of 100% recycled content
- Oversized easy-access top opening
- Strong unibody construction
- Fits easily in an average sedan
- Reduce your waste

## Compost Bin

Through backyard composting, you can:

- Make your own soil amendment
- Go chemical & fertilizer free
- Improve and enrich your soil and gardens, lawns, trees, shrubs & houseplants
- Help plants resist disease
- Help your household and municipality save on collection and disposal



Native plants require less watering, less fertilizer and are guaranteed to thrive in local gardens. Native flowering species also provide an abundance of nectar and attract wildlife, such as butterflies and songbirds.

Native Plant Sale:

Saturday, May 9, 9 am to 3 pm and Sunday, May 10, 10 am to 2 pm

For more information on this event, contact

SWALCO: [swalco.org](http://swalco.org) or call (847) 336-9340

STORMWATER: [lakecountyil.gov/stormwater](http://lakecountyil.gov/stormwater) or call (847) 377-7700

FOREST PRESERVES: [lcfpd.org/plantsale](http://lcfpd.org/plantsale) or call (847) 367-6640

For more information on the products offered, visit: [enviroworld.us](http://enviroworld.us)

### **I-3. SWALCO Reuse-A-Shoe Recycling Program**

**BACKGROUND:** SWALCO has coordinated a program that recycles and reuses shoes for over a decade. Member communities, schools, scout troops, park districts, libraries, corporate offices and other community groups from all around the region came together and were united in this effort. The Village of Vernon Hills Public Works Department again acted as host site for the final Shoe Round-up collection for 120+ groups. Staff from Vernon Hills Park District also volunteered to help with the round-up along with other family and friends. Over 20,000 pounds of shoes were collected and brought to the Round-up in April with groups continuing to collect during summer, Fall and year-round.

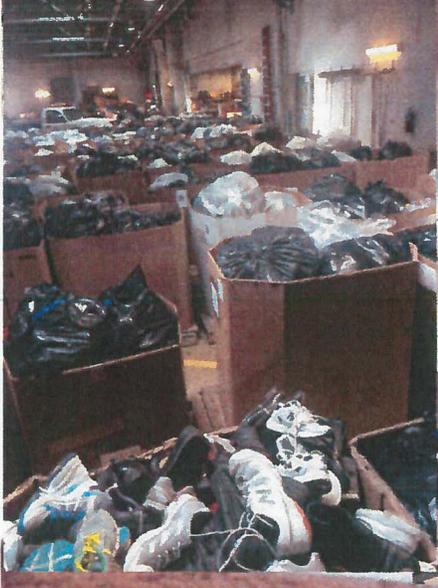
Groups registered to participate, and those new to the program, or had new coordinators, were oriented and given materials and supplies to help them run their collections, including collection boxes with customized posters that included the group's logo.

Several Members participated: Village of Fox Lake, Village of Gurnee, Village of Hawthorn Woods, Village of Grayslake, City of Highwood, Village of Lindenhurst, City of North Chicago, Village of Round Lake Park, Village of Vernon Hills, Village of Wauconda, and City of Zion along with other groups, including Fremont Township, Ela Township Highway Dept., and CITA, offer year-round drop-off locations for residents. Village of Lake Bluff, Village of Mundelein and City of Waukegan offer year-round drop-off sites through their Park Districts. Villages of Riverwoods, Lincolnshire, Rep. Carol Sente's Office, along with several Lake County Departments, participated with shorter term shoe drives and collections.

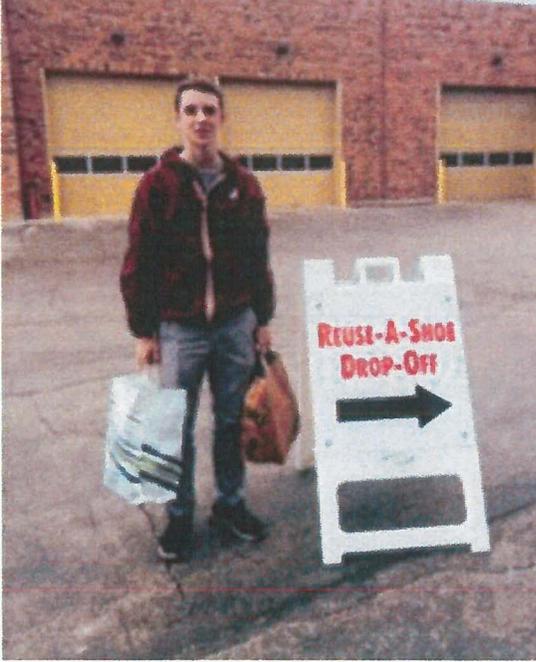
We look forward to working with them all again next year. SWALCO is pleased to be collaborating with so many different groups and working closely with our member communities. It is a truly unique, fun, educational and worthwhile program that people have been so excited to be involved in. Everyone from seniors to young children can participate. It has also been a really great way for people to learn more about SWALCO and its other programs. Many of our groups have helped to promote programs like HCW and Electronics through their own websites, newsletters and E-blasts and now want to get involved with Clothing and Textile Recycling drives and events. Schools have used it to aid in some of their certifications and efforts. Scouts earn a special SWALCO shoe badge. All groups will receive a special certificate for their efforts. The program continues to grow and flourish. All participants receive a thank you and special certificate. If any members would like to have their communities involved in Reuse-A-Shoe and offer this service/resource to their residents, please contact Merleanne for more information.

**ENCLOSED DOCUMENTS:** Pictures from the event

**STAFF:** Merleanne Rampale, Public Information and Education Director



**Reuse-  
A-Shoe  
2015**



**I-4. SWALCO Recycle-O-Rama Event, September 2015**

**BACKGROUND:** On Saturday, September 26, 2015 SWALCO will sponsor a community recycling and shredding event at the LCDOT in Libertyville. We are still working out final logistics but plan to have a list of numerous items that people can drop off for donation, reuse or recycling. SWALCO has been hosting these events for over a decade now, and offers a unique opportunity for residents to drop off a host of hard-to-recycle items, conveniently, at one location. Document shredding will also be available during the event.

A flyer and info will be sent to all of our Directors and member communities. We hope to collect electronics again at this event, as in previous years.

SWALCO also helps to coordinate a community recycling event with the Waukegan Park District each year. That event is scheduled to be held on Saturday, November 7. More details to come.

**STAFF:** Merleanne Rampale, Public Information Officer/Education Director

**I – 5. 2<sup>nd</sup> Quarter 2015 Electronics Program Update**

**BACKGROUND:** Since the beginning of 2015, the six regional electronics collection sites that remain open have shipped 2,151,068 pounds of electronics to Dynamic Recycling and eWorks at a cost of \$196,509.92 which is approximately 60% of the \$330,000 budget.

Comparing first half 2015 to volume collected at the same time last year, the program is realizing an approximate 15% decrease in overall volume. However, when comparing the volume each of the six host collection sites had collected through this time last year, they all have experienced approximately 20% more volume thus far.

Staff realizes this increase in volume has been extremely taxing on all the host collection sites. Many of the collection sites have had difficulty keeping up with the volume which has led to some issues regarding site safety.

This was the case at the Wauconda Township Highway Department. On Wednesday, August 5<sup>th</sup>, at approximately 10:00 am, a rear projection television that had been set along the fence line of Township collection area suddenly caught fire. The fire quickly spread to several nearby TV's and other electronics. Once realized, the Township staff acted quickly and extinguished the fire. However, the heat created by the fire regrettably caused damage to a vehicle that was parked near the fence on the adjoining property. This incident has led to the Township deciding to stop collecting electronics effective September 11.

Staff has brought this matter to the attention of the other collection sites and has asked that they all do their best to keep the volume of unattended electronics to a minimum so to avoid any future risk.

**ENCLOSED DOCUMENTS:** SWALCO 2015 Residential Electronics Collection Program 2014 – 2015 Summary; SWALCO Electronics Collection Program 2015 YTD Site Volume and Expense Summary

**STAFF:** Peter Adrian, Recycling Coordinator.

**SWALCO Electronics Collection Program  
2014 - 2015 Summary**

	Total Net lbs.	CED's / EED's lbs.	% CED's / EED's	Non Compliant lbs.	% Non Compliant	TV's & Monitors	% TV's & Monitors	Deduction for Prohibited Material	Member Credit	SWALCO Credit	Total Credit By Month	Total Credit By Quarter
Jan-15	199,162	176,855	88.8%	22,307	11.2%	143,280	71.9%	\$0.00			\$ (31,069.40)	
Feb-15	148,506	135,683	91.4%	12,823	8.6%	102,899	69.3%	\$0.00			\$ (15,445.69)	
Mar-15	256,194	233,856	91.3%	22,338	8.7%	183,378	71.6%	\$0.00			\$ (26,945.84)	\$ (73,460.93)
Apr-15	269,756	247,101	91.6%	22,655	8.4%	185,338	68.7%	\$0.00			\$ (25,608.22)	
May-15	417,111	406,306	97.4%	10,805	2.6%	306,167	73.4%	\$0.00			\$ (31,413.13)	
Jun-15	422,678	398,969	94.4%	23,709	5.6%	313,174	74.1%	\$0.00			\$ (33,747.41)	\$ (90,768.76)
Jul-15	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	\$0.00			\$ -	
Aug-15	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	\$0.00			\$ -	
Sep-15	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	\$0.00			\$ -	\$ -
Oct-15	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	\$0.00			\$ -	
Nov-15	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	\$0.00			\$ -	
Dec-15	0	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	\$0.00			\$ -	\$ -
<b>TOTAL</b>	<b>1,713,407</b>	<b>1,598,770</b>	<b>93.3%</b>	<b>114,637</b>	<b>6.7%</b>	<b>1,234,236</b>	<b>72.0%</b>	<b>\$0.00</b>			<b>\$ (164,229.69)</b>	
Q1	603,862											
Q2	1,109,545											
Q3	0											
Q4	0											

Jan-14	260,939	194,560	74.6%	66,379	25.4%	162,584	62.3%		\$ 2,749.51	\$ 5,499.01	\$ 8,248.52	
Feb-14	141,577	105,009	74.2%	36,568	25.8%	80,038	56.5%		\$ 1,599.67	\$ 3,199.34	\$ 4,799.01	
Mar-14	245,309	180,993	73.8%	64,316	26.2%	141,683	57.8%		\$ 2,701.24	\$ 5,402.47	\$ 8,103.71	\$ 21,151.24
Apr-14	499,065	389,892	78.1%	109,173	21.9%	289,535	58.0%		\$ 6,054.10	\$ 12,108.19	\$ 18,162.29	
May-14	423,560	340,854	80.5%	82,706	19.5%	248,786	58.7%		\$ 5,357.65	\$ 10,715.30	\$ 16,072.95	
Jun-14	414,198	386,509	93.3%	27,689	6.7%	296,343	71.5%		\$ 5,861.76	\$ 11,723.52	\$ 17,585.29	\$ 51,820.52
Jul-14	457,315	430,378	94.1%	26,937	5.9%	342,589	74.9%	\$750.00	\$ 6,087.91	\$ 12,175.82	\$ 18,263.74	
Aug-14	473,712	456,045	96.3%	17,667	3.7%	376,861	79.6%	\$450.00	\$ 6,358.29	\$ 12,716.57	\$ 19,074.86	
Sep-14	407,390	381,520	93.6%	25,870	6.4%	325,523	79.9%	\$150.00	\$ 5,241.02	\$ 10,482.04	\$ 15,723.07	\$ 53,061.66
Oct-14	540,910	456,448	84.4%	84,462	15.6%	363,974	67.3%	\$525.00	\$ 6,537.34	\$ 13,074.67	\$ 19,612.01	
Nov-14	425,055	357,659	84.1%	67,396	15.9%	261,064	61.4%		\$ 5,621.61	\$ 11,243.23	\$ 16,864.84	
Dec-14	572,429	501,323	87.6%	71,106	12.4%	360,515	63.0%	\$300.00	\$ 7,860.89	\$ 15,721.78	\$ 23,582.67	\$ 60,059.52
<b>TOTAL</b>	<b>4,861,459</b>	<b>4,181,190</b>	<b>86.0%</b>	<b>680,269</b>	<b>14.0%</b>	<b>3,249,495</b>	<b>66.8%</b>	<b>\$2,175.00</b>	<b>\$ 62,030.98</b>	<b>\$ 124,061.95</b>	<b>\$ 186,092.93</b>	
Q1	647,825											
Q2	1,336,823											
Q3	1,338,417											
Q4	1,538,394											

1,984,648

SWALCO  
ELECTRONICS COLLECTION PROGRAM  
2015 YTD SITE VOLUME AND EXPENSE SUMMARY

Location	Trailers	Net Weight	TV Weight	% of TV	Monitor Weight	% of Monitor	Computer Weight	% of Computer	Other Compliant	% of Other	Non Compliant	% of Non Compliant	Total Process Fee	OEM Credit	Delivery Fee	Total Fees	Processing Cost Per Lbs.	Total Cost Per Lbs.	% of Budget
Village of Grayslake	31	476,572	324,393	68.1%	11,497	2.4%	10,574	2.2%	86,243	18.1%	43,865	9.2%	(\$30,129.08)	\$5,930.53	(\$22,950.00)	(\$47,148.55)	(\$0.06)	(\$0.10)	14%
Waste Management	25	455,402	330,142	72.5%	24,392	5.4%	15,631	3.4%	72,931	16.0%	12,306	2.7%	(\$30,237.26)	\$5,153.35	(\$17,250.00)	(\$42,333.91)	(\$0.07)	(\$0.09)	13%
Grant Township	23	381,142	275,524	72.3%	18,621	4.9%	10,601	2.8%	64,174	16.8%	12,222	3.2%	(\$21,447.47)	\$4,139.60	(\$15,000.00)	(\$36,571.62)	(\$0.06)	(\$0.10)	11%
Wauconda Township	17	322,159	210,128	65.2%	17,930	5.6%	15,269	4.7%	70,135	21.8%	8,697	2.7%	(\$17,557.26)	\$3,382.21	(\$13,350.00)	(\$27,525.05)	(\$0.05)	(\$0.09)	8%
City of Highland Park	14	260,885	108,108	41.4%	11,494	4.4%	24,111	9.2%	81,928	31.4%	35,244	13.5%	(\$6,434.70)	\$3,120.64	(\$11,700.00)	(\$15,014.06)	(\$0.02)	(\$0.06)	5%
City of Waukegan	18	254,908	182,475	71.6%	4,377	1.7%	4,702	1.8%	43,833	17.2%	19,521	7.7%	(\$17,187.13)	\$3,220.40	(\$13,950.00)	(\$27,916.73)	(\$0.07)	(\$0.11)	8%
<b>YTD TOTAL</b>	<b>128</b>	<b>2,151,068</b>	<b>1,430,770</b>	<b>66.5%</b>	<b>88,311</b>	<b>4.1%</b>	<b>80,888</b>	<b>3.8%</b>	<b>419,244</b>	<b>19.5%</b>	<b>131,855</b>	<b>6.1%</b>	<b>(\$122,992.90)</b>	<b>\$24,946.73</b>	<b>(\$94,200.00)</b>	<b>(\$196,509.92)</b>	<b>(\$0.06)</b>	<b>(\$0.09)</b>	<b>60%</b>

**I – 6. 2nd Quarter 2015 Recycling and Per Ton Payment Report**

**BACKGROUND:** Attached are the reported tabulations of residential recyclables and waste for the 2<sup>nd</sup> quarter of 2015. Tonnage totals are reported by quarter for the calendar year. The information is provided by refuse hauling companies servicing residential customers in Lake County.

The 2013 and 2014 tonnage figures are listed for comparison purposes. The first six months of 2015 illustrate that 27,921 tons of recyclables were collected from Lake County communities. Compared to previous year's first half totals, Lake County communities have experienced a 5.2% decrease in recycling volume as compared to the same period of 2014 (29,437 tons). Waste generation rates also declined during this same period, though slightly less (3.1%). Overall, the volume of both waste and recycling collected during this period has declined by approximately 3.6% from the same period of 2014. This trend is illustrated in the attached Waste and Recycling Comparison table.

Market values, for all recyclable commodities remain at record lows. Regretfully this trend is predicted to continue through to the end of the year. Due to the weakness in markets, Agency Member Per Ton Payments, remained at zero for the three months of the second quarter. Staff predicts that this will continue to be the case for the remainder of the year.

**ENCLOSED DOCUMENTS:** Municipal Summary Table – 2nd Quarter 2015 Recycling Summary; Municipal Summary Table – 2nd Quarter 2015 Waste Disposal Summary; Waste and Recycling Comparison Table 2nd Quarter 2013 - 2015; SWALCO Members Per Ton Payment Summary 2nd Qtr. 2015, Quarterly Single Stream Value Calculation for SWALCO Contract Rebate Q2 2015

**STAFF:** Peter Adrian, Recycling Coordinator.

**Solid Waste Agency of Lake County**  
**Municipal Recycling Summary**  
**2nd Quarter 2015**  
(as reported by haulers)

MUNICIPALITY	SERVICE PROVIDER	Apr 2014	May 2014	Jun 2014	2nd Qtr 2015 TOTAL	1st Qtr 2015 TOTAL	1st & 2nd Qtr 2015 TOTAL	1st & 2nd Qtr 2014 TOTAL	1st & 2nd Qtr 2013 TOTAL
ANTIOCH*	Waste Management, Inc. Antioch	100.70	96.40	98.30	295.40	248.80	544	636	629
BANNOCKBURN	Lakeshore Recycling Systems	9.69	10.70	9.05	29.44	20.75	50	37	17
BEACH PARK*	Advanced Disposal Services. Waukegan	61.30	81.18	70.44	212.92	174.05	387	134	18
BEACH PARK	Waste Management, Inc. Antioch				0.00	0.00	0	12	13
BEACH PARK	Groot Industries				0.00	0.00	0	164	196
BEACH PARK*	TOTAL	61.30	81.18	70.44	212.92	174.05	387	309	227
DEERFIELD*	Waste Management, Inc. Wheeling	203.95	204.88	215.17	624.00	552.17	1,176	1,324	1,299
DEER PARK*	Groot Industries	35.93	40.29	43.12	119.34	109.60	229	228	246
FOX LAKE*	Waste Management, Inc. Antioch	64.90	69.90	72.50	207.30	134.70	342	396	374
GRAYSLAKE*	Waste Management, Inc. Antioch	173.30	156.10	160.80	490.20	466.40	957	1,161	1,142
GRAYSLAKE Drop-Off	Waste Management, Inc. Antioch	6.90	6.30	5.10	18.30	12.80	31	37	33
GRAYSLAKE*	TOTAL	180.20	162.40	165.90	508.50	479.20	988	1,197	1,175
GREEN OAKS*	Groot Industries	32.20	32.11	34.36	98.67	110.82	209	286	293
GURNEE*	Waste Management, Inc. Antioch	221.00	215.50	222.80	659.30	579.70	1,239	1,491	1,479
HAINESVILLE*	Advanced Disposal Services. Waukegan	25.96	22.95	22.10	71.01	61.54	133	143	144
HAWTHORN WOODS*	Waste Management, Inc. Wheeling	105.26	111.31	111.22	327.79	286.57	614	637	638
HIGHLAND PARK*	Advanced Disposal Services. Northbrook	373.00	416.00	435.00	1,224.00	1,036.00	2,260	2,222	2,209
HIGHWOOD*	Advanced Disposal Services. Northbrook	34.00	28.00	27.00	89.00	89.35	178	177	174
ISLAND LAKE*	Waste Management, Inc. Antioch	75.30	71.90	74.10	221.30	215.30	437	505	498
KILDEER*	Waste Management, Inc. Wheeling	52.45	50.72	45.29	148.46	136.79	285	321	290
LAKE BARRINGTON*	Waste Management, Inc. Antioch	50.00	51.10	56.50	157.60	109.80	267	308	306
LAKE BLUFF*	Groot Industries	67.70	81.98	93.17	242.85	188.66	432	481	484
LAKE BLUFF Drop-Off	Groot Industries	3.73	8.72	5.30	17.75	14.88	33	30	36
LAKE BLUFF*	TOTAL	71.43	90.70	98.47	260.60	203.54	464	512	520
LAKE FOREST*	Municipal Collection	255.14	254.19	287.42	796.75	677.70	1,474	1,504	1,478
LAKE VILLA*	Waste Management, Inc. Antioch	47.20	53.20	62.50	162.90	115.60	279	321	254
LAKE ZURICH*	Waste Management, Inc. Wheeling	223.63	217.86	247.15	688.64	609.11	1,298	1,306	1,315
LIBERTYVILLE*	Groot Industries	191.30	206.26	207.99	605.55	511.59	1,117	1,193	1,173
LINCOLNSHIRE*	Waste Management, Inc. Wheeling	76.86	65.95	56.00	198.81	175.15	374	549	461
LINDENHURST*	Groot Industries	118.66	131.81	158.40	408.87	358.02	767	785	749
LONG GROVE*	Waste Management, Inc. Wheeling	78.05	123.17	102.99	304.21	251.30	556	601	482
MUNDELEIN*	Groot Industries	244.29	272.09	240.15	756.53	644.03	1,401	1,452	1,497
NORTH BARRINGTON	Waste Management, Inc. Antioch	32.20	38.00	38.30	108.50	103.80	212	245	243
NORTH CHICAGO*	Advanced Disposal Services. Waukegan	32.02	31.26	33.73	97.01	79.93	177	437	379
GLNTC Housing*	Advanced Disposal Services. Waukegan	36.04	30.22	33.25	99.51	99.16	199	189	
GLNTC Housing	Waste Management, Inc. Antioch								84
GLNTC Housing*	TOTAL	36.04	30.22	33.25	99.51	99.16	199	189	84
PARK CITY*	Groot Industries	7.81	8.71	11.67	28.19	24.88	53	56	55
PORT BARRINGTON	Waste Management, Inc. Antioch	9.30	9.80	9.90	29.00	23.60	53	61	58
RIVERWOODS*	Lakeshore Recycling Systems	48.65	52.12	59.40	160.17	122.75	283	263	193
ROUND LAKE*	Waste Management, Inc. Antioch	134.50	125.80	121.60	381.90	344.00	726	848	837
ROUND LAKE BEACH*	Waste Management, Inc. Antioch	172.10	170.00	189.00	531.10	461.30	992	1,165	1,155
ROUND LAKE HEIGHTS*	Groot Industries	15.28	19.74	15.63	50.65	44.54	95	115	122
ROUND LAKE PARK*	Advanced Disposal Services. Waukegan								25
ROUND LAKE PARK*	Groot Industries	35.26	34.35	31.06	100.67	74.81	175	173	150
ROUND LAKE PARK*	Waste Management, Inc. Antioch	23.40	20.80	23.30	67.50	73.60	141	167	165
ROUND LAKE PARK*	TOTAL	58.66	55.15	54.36	168.17	148.41	317	340	340
THIRD LAKE*	Waste Management, Inc. Antioch	8.90	8.80	8.90	26.60	27.50	54	63	62
TOWER LAKES*	Waste Management, Inc. Antioch	9.10	9.10	8.90	27.10	27.00	54	63	63
VERNON HILLS*	Advanced Disposal Services. Waukegan	164.32	185.27	232.20	581.79	502.18	1,084	1,026	1,038
VOLO*	Groot Industries	34.27	38.08	44.04	116.39	97.82	214	188	
WADSWORTH*	Groot Industries	21.29	20.55	19.58	61.42	56.21	118	175	181
WADSWORTH*	Waste Management, Inc. Antioch	0.70	0.70	0.80	2.20	0.20	2	5	
WADSWORTH*	PrairieLand Disposal						0	2	
WADSWORTH*	Lakes Disposal	2.80	2.80	2.90	8.50	6.90	15	14	
WADSWORTH*	Advanced Disposal Services. Waukegan	4.35	3.96	3.56	11.87	9.59	21	13	
WADSWORTH*	TOTAL	29.14	28.01	26.84	83.99	72.90	157	209	181
WAUCONDA*	Waste Management, Inc. Antioch	92.10	76.00	85.90	254.00	215.70	470	543	517
WAUKEGAN*	Advanced Disposal Services. Waukegan	378.46	406.76	417.97	1,203.19	951.15	2,154	1,624	1,201
WINTHROP HARBOR	Groot Industries	44.02	63.78	45.74	153.54	138.56	292	309	300
ZION*	Advanced Disposal Services. Waukegan	131.11	114.65	124.21	369.97	305.09	675	472	360
LAKE COUNTY	Groot Industries	169.99	171.48	177.89	519.36	447.08	966	906	1,031
LAKE COUNTY	Advanced Disposal Services. Waukegan	8.35	9.60	9.10	27.05	16.49	44	51	
LAKE COUNTY	Waste Management, Inc. Antioch	227.40	212.30	240.40	680.10	630.10	1,310	1,545	1,539
LAKE COUNTY	Waste Management, Inc. Wheeling	43.23	51.50	47.64	142.37	129.03	271	279	296
LAKE COUNTY	TOTAL	448.97	444.88	475.03	1,368.88	1,222.70	2,592	2,781	2,866
TOTALS		4,819.35	4,996.70	5,200.49	15,016.54	12,904.15	27,921	29,437	27,981

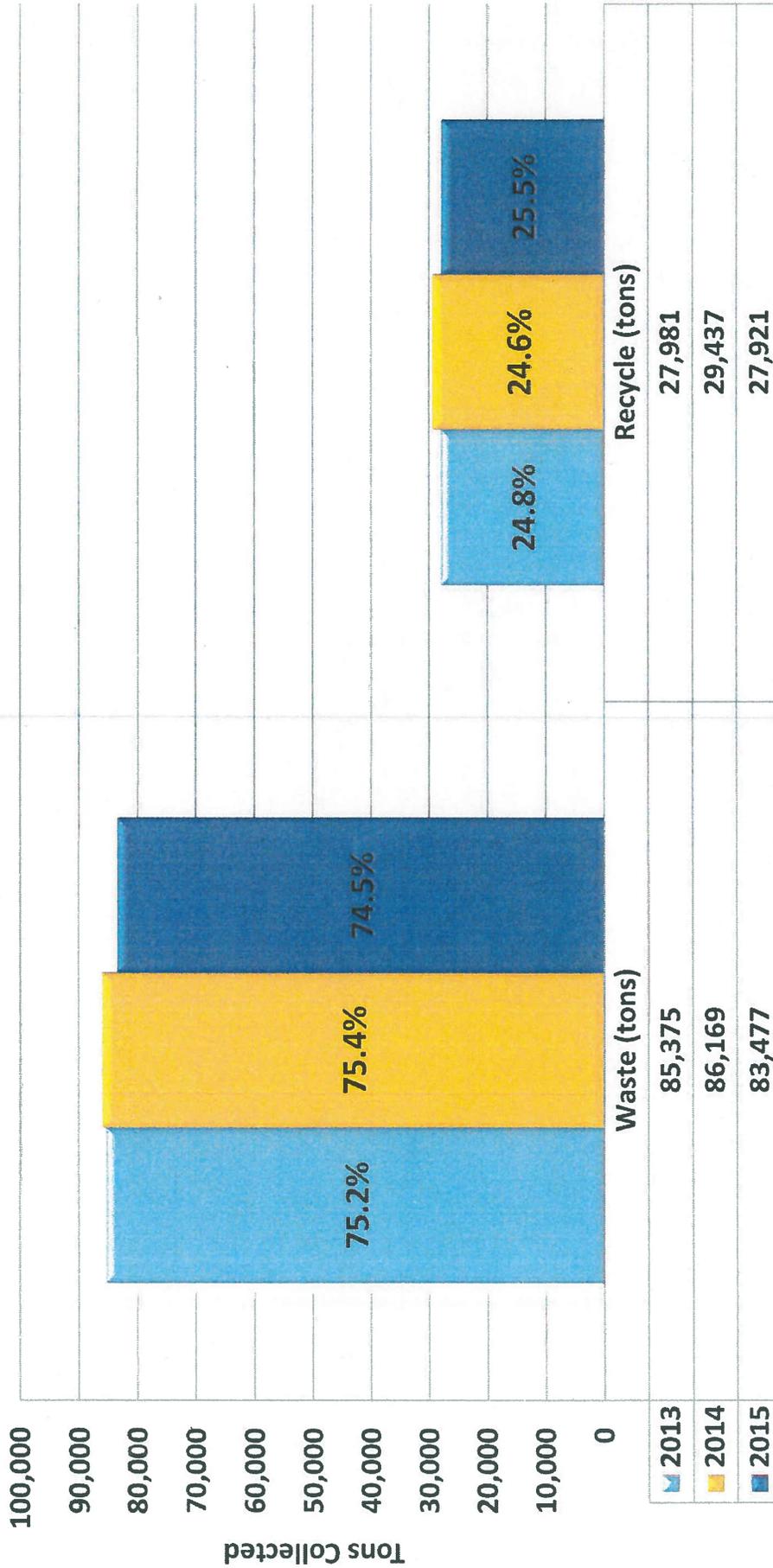
\*Municipalities Utilizing Recycling Carts

**Solid Waste Agency of Lake County**  
**Municipal Waste Disposal Summary**  
**2nd Quarter 2015**  
(as reported by haulers)

MUNICIPALITY	SERVICE PROVIDER	Apr 2015	May 2015	Jun 2015	2nd Qtr 2015 TOTAL	1st Qtr 2015 TOTAL	1st & 2nd Qtr 2015 TOTAL	1st & 2nd Qtr 2014 TOTAL	1st & 2nd Qtr 2013 TOTAL
ANTIOCH*	Waste Management, Inc. Antioch	199.60	240.20	270.20	710.00	592.50	1,303	1,471	1,524
BANNOCKBURN*	Lakeshore Recycling Systems	32.77	36.07	34.64	103.48	71.46	175	194	97
BEACH PARK*	Advanced Disposal Services. Waukegan	345.91	435.20	352.62	1,133.73	917.40	2,051	327	1,011
BEACH PARK	Waste Management, Inc. Antioch						0	107	139
BEACH PARK	Groot Industries						0	799	1,022
BEACH PARK*	TOTAL	345.91	435.20	352.62	1,133.73	917.40	2,051	1,233	2,172
DEERFIELD*	Waste Management, Inc. Wheeling	421.04	435.07	471.26	1,327.37	1,059.73	2,387	2,441	2,449
DEER PARK*	Groot Industries	89.27	101.84	118.25	309.36	250.30	560	545	538
FOX LAKE*	Waste Management, Inc. Antioch	159.30	176.90	173.10	509.30	372.80	882	634	907
GRAYSLAKE*	Waste Management, Inc. Antioch	337.10	398.80	414.40	1,150.30	1,028.50	2,179	2,389	2,404
GRAYSLAKE Drop-Off	Waste Management, Inc. Antioch	0.00	0.00	0.00	0.00	0.00	0	0	0
GRAYSLAKE*	TOTAL	337.10	398.80	414.40	1,150.30	1,028.50	2,179	2,389	2,404
GREEN OAKS*	Groot Industries	87.67	105.40	99.30	292.37	252.75	545	816	748
GURNEE*	Waste Management, Inc. Antioch	469.10	495.70	506.30	1,471.10	1,252.00	2,723	3,043	3,175
HAINESVILLE*	Advanced Disposal Services. Waukegan	67.52	69.62	70.99	208.13	175.13	383	356	410
HAWTHORN WOODS*	Waste Management, Inc. Wheeling	229.19	252.89	237.84	719.92	603.72	1,324	1,313	1,215
HIGHLAND PARK*	Advanced Disposal Services. Northbrook	588.00	980.00	616.00	2,184.00	1,482.00	3,666	3,635	3,201
HIGHWOOD*	Advanced Disposal Services. Northbrook	97.00	92.00	93.00	282.00	274.05	556	540	523
ISLAND LAKE*	Waste Management, Inc. Antioch	161.40	186.60	164.00	512.00	469.50	982	1,050	1,042
KILDEER*	Waste Management, Inc. Wheeling	136.34	109.37	99.86	344.57	282.24	627	713	667
LAKE BARRINGTON*	Waste Management, Inc. Antioch	108.40	122.00	111.50	341.90	273.10	615	672	610
LAKE BLUFF*	Groot Industries	103.47	141.54	142.50	387.51	317.58	705	668	684
LAKE BLUFF Drop-Off	Groot Industries	16.36	20.78	20.06	57.20	35.56	93	93	92
LAKE BLUFF*	TOTAL	119.83	162.32	162.56	444.71	353.14	798	762	776
LAKE FOREST*	Municipal Collection	497.10	626.99	665.60	1,789.69	1,450.57	3,240	3,097	3,114
LAKE VILLA*	Waste Management, Inc. Antioch	67.70	117.40	89.70	274.80	185.20	460	557	475
LAKE ZURICH*	Waste Management, Inc. Wheeling	671.98	543.43	529.23	1,644.64	1,169.41	2,814	2,909	2,805
LIBERTYVILLE*	Groot Industries	335.89	411.28	447.22	1,194.39	992.23	2,187	2,703	2,711
LINCOLNSHIRE*	Waste Management, Inc. Wheeling	190.04	187.67	182.77	560.48	432.22	993	1,065	1,153
LINDENHURST*	Groot Industries	376.15	400.07	503.50	1,279.72	1,010.66	2,290	2,295	2,197
LONG GROVE*	Waste Management, Inc. Wheeling	244.50	295.86	302.22	842.58	690.56	1,533	1,581	1,461
MUNDELEIN*	Groot Industries	736.05	829.13	714.09	2,279.27	1,699.69	3,979	3,804	3,878
NORTH BARRINGTON	Waste Management, Inc. Antioch	104.00	118.80	125.70	348.50	288.10	637	699	922
NORTH CHICAGO*	Advanced Disposal Services. Waukegan	408.31	362.79	387.97	1,159.07	993.12	2,152	2,118	2,087
GLNTC Housing*	Advanced Disposal Services. Waukegan	64.36	69.42	67.64	201.42	188.63	390	527	
GLNTC Housing	Waste Management, Inc. Antioch								663
GLNTC Housing*	TOTAL	64.36	69.42	67.64	201.42	188.63	390	527	663
PARK CITY*	Groot Industries	30.82	31.79	41.14	103.75	77.03	181	178	170
PORT BARRINGTON*	Waste Management, Inc. Antioch	34.20	49.60	37.20	120.90	64.30	185	203	204
RIVERWOODS*	Lakeshore Recycling Systems	134.42	145.60	152.51	432.53	309.68	742	660	661
ROUND LAKE*	Waste Management, Inc. Antioch	363.90	425.60	413.70	1,203.20	1,053.80	2,257	2,529	2,457
ROUND LAKE BEACH*	Waste Management, Inc. Antioch	561.20	637.40	587.10	1,785.70	1,442.80	3,229	3,535	3,638
ROUND LAKE HEIGHTS*	Groot Industries	66.26	85.67	64.31	216.24	179.60	396	426	436
ROUND LAKE PARK*	Advanced Disposal Services. Waukegan								63
ROUND LAKE PARK*	Groot Industries	134.08	172.7	121.08	427.86	27.98	707	679	600
ROUND LAKE PARK*	Waste Management, Inc. Antioch	64.50	69.8	69.10	203.40	14.90	353	386	341
ROUND LAKE PARK*	TOTAL	198.58	242.50	190.18	631.26	428.88	1,060	1,065	1,004
THIRD LAKE*	Waste Management, Inc. Antioch	42.00	54.20	44.40	140.60	88.00	229	250	259
TOWER LAKES*	Waste Management, Inc. Antioch	32.50	35.20	35.60	103.30	77.80	181	196	203
VERNON HILLS*	Advanced Disposal Services. Waukegan	482.96	531.43	674.21	1,688.60	1,394.42	3,083	2,920	2,829
VOLO*	Groot Industries	98.87	115.76	137.61	352.24	292.71	645	586	
WADSWORTH*	Groot Industries	76.84	71.89	67.91	216.64	192.01	409	665	408
WADSWORTH*	Waste Management, Inc. Antioch	1.90	2.00	2.10	6.00	5.90	12	9	
WADSWORTH*	Praineland Disposal							7	
WADSWORTH*	Lakes Disposal				0.00	20.50	21	36	
WADSWORTH*	Advanced Disposal Services. Waukegan	31.62	33.40	34.60	99.62	73.58	173	106	
WADSWORTH*	TOTAL	110.36	107.29	104.61	322.26	291.99	614	823	408
WAUCONDA*	Waste Management, Inc. Antioch	237.60	278.00	269.10	784.70	567.60	1,352	1,550	1,505
WAUKEGAN*	Advanced Disposal Services. Waukegan	1,865.55	1,945.19	2,048.98	5,859.72	4,361.47	10,221	10,052	10,351
WINTHROP HARBOR*	Groot Industries	150.57	198.58	154.62	503.77	412.41	916	1,076	1,128
ZION*	Advanced Disposal Services. Waukegan	677.52	567.54	598.79	1,843.85	1,413.26	3,257	3,545	3,245
LAKE COUNTY	Groot Industries	731.10	725.63	694.75	2,151.48	137.73	2,289	3,831	4,142
LAKE COUNTY	Advanced Disposal Services. Waukegan	67.50	68.52	70.64	206.66	1,682.39	1,889	698	
LAKE COUNTY	Waste Management, Inc. Antioch	1,287.40	1,442.40	1,403.70	4,133.50	3,473.00	7,607	8,172	8,184
LAKE COUNTY	Waste Management, Inc. Wheeling	116.76	148.20	136.00	400.96	312.96	714	712	627
LAKE COUNTY	TOTAL	2,202.76	2,384.75	2,305.09	6,892.60	5,606.08	12,499	13,413	12,953
TOTALS		14,534.59	16,198.82	15,870.61	46,604.02	36,872.54	83,477	86,169	85,375

\*Municipalities Utilizing Recycling Carts

## Lake County Residential Waste & Recycling Comparison January - June 2013 - 2015



**SWALCO PER TON PAYMENT SUMMARY**  
**2nd QUARTER 2015**  
**(as reported by haulers)**

Participating Members & Townships	2nd Qtr. 2015 TONS			Total Tons Collected	Total Per Ton Payment	Payment With County and SWALCO Portion
	Apr	May	Jun			
ANTIUCH*	100.70	96.40	98.30	295.40	\$ -	\$ -
BANNOCKBURN*	9.69	10.70	9.05	29.44	\$ -	\$ -
BEACH PARK*	61.30	81.18	70.44	212.92	\$ -	\$ -
DEERFIELD*	203.95	204.88	215.17	624.00	\$ -	\$ -
EIA TOWNSHIP*	43.23	51.50	47.64	142.37	\$ -	\$ -
FOX LAKE*	64.90	69.90	72.50	207.30	\$ -	\$ -
GRAYSLAKE*	180.20	162.40	165.90	508.50	\$ -	\$ -
GREEN OAKS*	32.11	34.36	32.11	98.67	\$ -	\$ -
GURNEE*	221.00	215.50	222.80	659.30	\$ -	\$ -
HAINESVILLE*	25.96	22.95	22.10	71.01	\$ -	\$ -
HAWTHORN WOODS*	105.26	111.31	111.22	327.79	\$ -	\$ -
ISLAND LAKE*	75.30	71.90	74.10	221.30	\$ -	\$ -
KILDEER*	52.45	50.72	45.29	148.46	\$ -	\$ -
LAKE BARRINGTON	50.00	51.10	56.50	157.60	\$ -	\$ -
LAKE BLUFF*	71.43	90.70	98.47	260.60	\$ -	\$ -
LAKE COUNTY					\$ -	\$ -
LAKE VILLA*	47.20	53.20	62.50	162.90	\$ -	\$ -
LAKE ZURICH*	223.63	217.86	247.15	688.64	\$ -	\$ -
LIBERTYVILLE*	191.30	206.26	207.99	605.55	\$ -	\$ -
LINCOLNSHIRE*	76.86	65.95	56.00	198.81	\$ -	\$ -
LINDENHURST*	118.66	131.81	158.40	408.87	\$ -	\$ -
LONG GROVE	78.05	123.17	102.99	304.21	\$ -	\$ -
MUNDELEIN*	244.29	272.09	240.15	756.53	\$ -	\$ -
NORTH BARRINGTON*	32.20	38.00	38.30	108.50	\$ -	\$ -
PARK CITY*	7.81	8.71	11.67	28.19	\$ -	\$ -
PORT BARRINGTON*	9.30	9.80	9.90	29.00	\$ -	\$ -
RIVERWOODS*	48.65	52.12	59.40	160.17	\$ -	\$ -
ROUND LAKE*	134.50	125.80	121.60	381.90	\$ -	\$ -
ROUND LAKE BEACH*	172.10	170.00	189.00	531.10	\$ -	\$ -
ROUND LAKE HEIGHTS*	15.28	19.74	15.63	50.65	\$ -	\$ -
ROUND LAKE PARK*	58.66	55.15	54.36	168.17	\$ -	\$ -
THIRD LAKE*	8.90	8.80	8.90	26.60	\$ -	\$ -
TOWER LAKES	9.10	9.10	8.90	27.10	\$ -	\$ -
VERNON HILLS*	164.32	185.27	232.20	581.79	\$ -	\$ -
WADSWORTH	33.03	31.72	30.32	95.07	\$ -	\$ -
WARREN TOWNSHIP*	116.60	97.80	117.70	332.10	\$ -	\$ -
WAUKEGAN*	378.46	406.76	417.97	1,203.19	\$ -	\$ -
WALUCONDA*	92.10	76.00	85.90	254.00	\$ -	\$ -
WINTHROP HARBOR*	44.02	63.78	45.74	153.54	\$ -	\$ -
SWALCO credit @ \$1.00 per ton on 3,520.52 tons	\$0.00	\$0.00	\$0.00			\$0.00
<b>TOTAL</b>	<b>3,602.59</b>	<b>3,752.14</b>	<b>3,866.51</b>	<b>11,221.24</b>	<b>\$ -</b>	<b>\$ -</b>

\$0.00 - 25% (\$0.00) = \$0.00 (\$51,252.25 balance due to County for O&M on 1,306 homes)

Paid from Ela Township (\$0.00) & Warren Township (\$0.00) for O&M to County

\$0.00 - 25% (\$0.00) = \$0.00 (\$5,346.72 balance due to County for O&M on 5,486 homes)

Blended Index Value	Per Ton Payment
April 2015	\$61.32
May 2015	\$56.70
June 2015	\$56.18

Lake County MRF, BU 01800  
 Quarterly Single Stream Value Calculation for the SWALCO Contract Rebate  
**Q2 2015**

Commodity/Material	Source	%	Actual April		Actual May		Actual June	
			Per Ton \$	Value	Per Ton \$	Value	Per Ton \$	Value
ONP #8	OBM Chicago HS	36.64%	\$ 50.00	\$ 18.32	\$ 45.00	\$ 16.49	\$ 45.00	\$ 16.49
OCC #11	OBM Chicago HS	10.29%	\$ 65.00	\$ 6.69	\$ 65.00	\$ 6.69	\$ 65.00	\$ 6.69
Mixed Paper #2	OBM Chicago HS	12.91%	\$ 35.00	\$ 4.52	\$ 35.00	\$ 4.52	\$ 35.00	\$ 4.52
Three-Mix Glass	Actual	19.59%	\$ (17.03)	\$ (3.34)	\$ (21.55)	\$ (4.22)	\$ (18.46)	\$ (3.62)
Tin	Waste News HS	1.67%	\$ 100.00	\$ 1.67	\$ 100.00	\$ 1.67	\$ 100.00	\$ 1.67
Aluminum	Waste News HS	1.14%	\$ 1,440.00	\$ 16.42	\$ 1,340.00	\$ 15.28	\$ 1,280.00	\$ 14.59
PET	Waste News HS	3.14%	\$ 280.00	\$ 8.79	\$ 270.00	\$ 8.48	\$ 280.00	\$ 8.79
HDPE Natural	Waste News HS	1.16%	\$ 640.00	\$ 7.42	\$ 640.00	\$ 7.42	\$ 670.00	\$ 7.77
HDPE Colored	Waste News HS	0.96%	\$ 620.00	\$ 5.95	\$ 580.00	\$ 5.57	\$ 520.00	\$ 4.99
Tubs & Lids	Fixed	0.14%	\$ 50.00	\$ 0.07	\$ 50.00	\$ 0.07	\$ 50.00	\$ 0.07
Large Rigid Plastic	Fixed	0.39%	\$ 50.00	\$ 0.20	\$ 50.00	\$ 0.20	\$ 50.00	\$ 0.20
Mixed Plastic Film	Actual	0.34%	\$ (45.03)	\$ (0.15)	\$ (45.53)	\$ (0.15)	\$ (49.98)	\$ (0.17)
Residue	Actual	11.63%	\$ (45.03)	\$ (5.24)	\$ (45.53)	\$ (5.30)	\$ (49.98)	\$ (5.81)
Total		100.00%	\$ 61.32	\$ 61.32	\$ 56.70	\$ 56.70	\$ 56.18	\$ 56.18
The monthly rebate per ton is ----->			\$	\$	\$	\$	\$	\$
Directed SWALCO tons for month ----->			3,602.59	3,602.59	3,752.14	3,752.14	3,866.51	3,866.51
Monthly per ton credit due to SWALCO members ----->			\$	\$	\$	\$	\$	\$
\$1.00 per ton education credit due to SWALCO ----->			\$	\$	\$	\$	\$	\$
Total monthly rebate due to SWALCO and members ----->			\$	\$	\$	\$	\$	\$

If the Stream Value is ...

at least ...	\$	-	but no more than ...	\$	64.99	then the rebate per ton is ...	\$	-
at least ...	\$	65.00	but no more than ...	\$	69.99	then the rebate per ton is ...	\$	4.50
at least ...	\$	70.00	but no more than ...	\$	74.99	then the rebate per ton is ...	\$	7.00
at least ...	\$	75.00	but no more than ...	\$	79.99	then the rebate per ton is ...	\$	7.50
at least ...	\$	80.00	but no more than ...	\$	84.99	then the rebate per ton is ...	\$	8.00
at least ...	\$	85.00	but no more than ...	\$	89.99	then the rebate per ton is ...	\$	8.50
at least ...	\$	90.00	but no more than ...	\$	94.99	then the rebate per ton is ...	\$	12.00
at least ...	\$	95.00	but no more than ...	\$	99.99	then the rebate per ton is ...	\$	15.50
at least ...	\$	100.00	but no more than ...	\$	104.99	then the rebate per ton is ...	\$	19.00
at least ...	\$	105.00	but no more than ...	\$	109.99	then the rebate per ton is ...	\$	22.00
at least ...	\$	110.00	but no more than ...	\$	114.99	then the rebate per ton is ...	\$	25.00
at least ...	\$	115.00	but no more than ...	\$	119.99	then the rebate per ton is ...	\$	28.00
at least ...	\$	120.00	but no more than ...	\$	124.99	then the rebate per ton is ...	\$	31.00

at least . . .  
at least . . .

\$  
\$

125.00 but no more than . . . \$  
130.00 and above . . .

129.99 then the rebate per ton is . . .  
then the rebate per ton is . . .

\$ 34.00  
\$ 37.00

## **I – 7. Project and Program Updates**

**BACKGROUND:** The following are updates on several projects and programs we are currently working on:

1. Walter Willis attended the interviews held by Highland Park and Highwood for their joint residential hauling RFP and commercial hauling RFP. Both cities have entered into contract negotiations with Lakeshore Recycling Systems, which was the low bidder for both cities contracts. Prairieland Disposal, an independent hauler serving Lake and McHenry counties primarily, was awarded the hauling contracts in North Barrington, Tower Lakes and Port Barrington (its first three municipal franchise contracts in Lake County). All three contracts provide for households to commingle food scraps along with landscape waste effective September 1<sup>st</sup>. Deer Park already has this program as part of its recent contract extension with Groot. SWALCO will be working with Prairieland and other haulers and compost sites on an information flyer on this program to help residents understand how to participate in the program.
2. To date 11 members have contacted Walter or expressed interest in passing the commercial franchise ordinance. Kildeer passed its ordinance in June and will begin its data collection efforts in July, Round Lake Beach approved its amended ordinance in July with an August effective date for data collection and Lindenhurst approved its ordinance in August with a September effective date. Other presentations to members include Lake Bluff, Green Oaks, and Third Lake. Progress is being made on the webpage dedicated to this program, which SWALCO will maintain on behalf of its members.
3. Advanced Disposal has purchased land to the north of the Zion Landfill that it intends to use for a future expansion. The landfill currently has approximately 13 years of capacity and this new purchase will likely add over 10 years of additional capacity if sited by the City of Zion. It is expected that any siting approval request will be made several years from now.
4. On June 17<sup>th</sup> Senator Bush convened a second meeting on carpet recycling that was attended by over 25 people from the carpet industry, recyclers, C&D recyclers, local government (including John Norris) and carpet installers and retailers. The meeting resulted in several action items including: 1) CARE committing to having a baseline data report on carpet generation and management in IL by September 30<sup>th</sup>, 2) scheduling meetings with the State of IL's purchasing department (CMS) and Green Team to promote procurement of recycled content carpet and products made from recycled carpet, 3) reaching out to Fiberon, a company that produces plastic lumber that is looking to build a new plant to make lumber from PET carpet, to encourage the company to locate in IL, and 4) working on outreach and education for the Chicago area architecture and design firms. The next meeting is scheduled for October 7<sup>th</sup> in Zion at CLEAR's carpet recycling facility.
5. Walter Willis attended the IEPA hearing on July 29, 2015 required by the Electronics Recycling law, and provided testimony regarding SWALCO's program and our perspective as a collector working under the law. Walter also prepared the written comments submitted on behalf of the IL Product Stewardship Council, which represents over a dozen units of local government throughout the state. SWALCO will also be providing written comments prior to the record closing on October 1<sup>st</sup>, providing the IEPA with Larry Clark's interpretation of the statute regarding whether units of local

government can be charged for electronics recycling programs. Walter also participated on the second call of the R2 Technical Advisory Committee which he was appointed to by R2 several months ago. R2 is one of the two primary certifying bodies for electronics recyclers.

6. Walter Willis and John Norris attended Senator Morrison's environmental roundtable discussion at the Chicago Botanic Gardens on July 30<sup>th</sup>. Both provided information regarding SWALCO's legislative goals for next year, and issues of importance to the Agency.

**ENCLOSED DOCUMENTS:** None

**STAFF:** Walter Willis, Executive Director