#### **AGREEMENT**

## by and between

#### SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

and

# SUPPLY-CHAIN SERVICES, INC.

for

## ELECTRONICS COLLECTION/RECYCLING

**THIS ELECTRONICS COLLECTION/RECYCLING AGREEMENT** (this "Agreement") is made and entered into as of this 1 day of January, 2012, by and between the Solid Waste Agency of Northern Cook County ("SWANCC") and Supply-Chain Services, Inc. ("SSI").

#### RECITALS

**WHEREAS,** SWANCC and SSI have previously entered into that certain "At Home Electronic Collection/Recycling Agreement" dated April 18, 2007, pursuant to which SSI has been providing services to SWANCC for the door-to-door collection and recycling of home electronics equipment from the residents of its Members; and

**WHEREAS,** SWANCC and SSI have previously entered into that certain "Electronic Collection/Recycling Agreement" dated March 10, 2010, pursuant to which SSI has been providing services to SWANCC for the collection and recycling of home electronics equipment from the residents of its Members at designated pick-up locations; and

**WHEREAS,** the Electronic Products Recycling and Reuse Act, 415 ILCS 150/5 *et seq*. (the "Act") requires that manufacturers of home electronics equipment recycle such equipment and sets annual goals for such recycling activity; and

WHEREAS, SWANCC and SSI desire to enter into a new comprehensive agreement regarding the scope of collection and recycling activities performed by SSI for SWANCC and the residents of its Members and to provide for revenue sharing between SSI and SWANCC for certain activities; and

**WHEREAS**, SSI has proposed to operate the programs on the following terms and conditions;

**NOW THEREFORE,** for and in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### ARTICLE 1.

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.1 <u>Definitions</u>. As used in this Agreement, the following terms shall have the meaning set forth below:

"Accepted Items" means CEDs and EEDs delivered to the Containers at a Permanent Site or a One-Day Event Site, or collected by SSI as part of the At-Home Collection Services.

"At-Home Collection Requests" shall have the meaning ascribed thereto in Section 2.3(a).

"At-Home Collection Services" means the collection and removal of Accepted Items from residents, recycling of such Accepted Items and any other processing of such Accepted Items, including the disposal of any material derived from the processing of such Accepted Items that is not recyclable, provided by SSI pursuant to this Agreement.

"CEDs" means covered electronics devices as defined in the Act, as may be amended from time to time, and set forth on Schedule 1, which SWANCC and SSI may amend from time to time in accordance with the Act.

"Collection Day" means any day on which At-Home Collection Services are to be provided.

"Collection Services" means, collectively, the At-Home Collection Services, the Permanent Site Collection Services and the One-Day Event Site Collection Services.

"Containers" means a trailer truck container, gaylords, skids and other containers and items reasonably required to collect and store Accepted Items, including but not limited to pallets and shrink wrap film.

"EEDs" means eligible electronic devices as defined in the Act, as may be amended from time to time, and set forth on Schedule 1, which SWANCC and SSI may amend from time to time in accordance with the Act.

"Excess Items" means any Accepted Items at Permanent Sites for which SWANCC may request SSI to perform Permanent Site Collection Services after the end of the Term pursuant to Section 8.4.

"IEPA" means the Illinois Environmental Protection Agency.

"Members" means the Village of Arlington Heights, the Village of Barrington, the Village of Buffalo Grove, the Village of Elk Grove Village, the City of Evanston, the Village of Glencoe, the Village of Glenview, the Village of Hoffman Estates, the Village of Inverness, the Village of Kenilworth, the Village of Lincolnwood, the Village of Morton Grove, the Village of Mount Prospect, the Village of Niles, the Village of Palatine, the City of Park Ridge, the City of

Prospect Heights, the City of Rolling Meadows, the Village of Skokie, the Village of South Barrington, the Village of Wheeling, the Village of Winnetka.

"One-Day Event Site" means a Site that shall be available to residents to drop off Accepted Items only as a special event.

"One-Day Event Site Collection Services" means the removal of Accepted Items from a One-Day Site, recycling of such Accepted Items and any other processing of such Accepted Items, including the disposal of any material derived from the processing of such Accepted Items that is not recyclable, provided by SSI pursuant to this Agreement.

"Permanent Site" means a Site that shall be available to residents to drop off Accepted Items at least two (2) days per week.

"Permanent Site Collection Request" shall have the meaning ascribed thereto in Section 3.3(d).

"Permanent Site Collection Services" means the removal of Accepted Items from the Permanent Sites, recycling of such Accepted Items and any other processing of such Accepted Items, including the disposal of any material derived from the processing of such Accepted Items that is not recyclable, provided by SSI pursuant to this Agreement.

"Promotional Materials" means a listing on SWANCC's website, an e-list distribution, an announcement in SWANCC's *Recycling Etc.* newsletter or such other form of promotion as SWANCC elects to utilize in the promotion of the Collection Services contemplated under this Agreement.

"Permanent Site" means one of the locations for collection of Accepted Items identified in Schedule 4, which SWANCC may amend from time to time.

"Term" shall have the meaning ascribed thereto in Section 7.1.

"Unacceptable Items" means any materials other than Accepted Items, including but not limited to items set forth on Schedule 2.

"Zonal Collection Schedule" means the collection schedule set forth in Schedule 6.

#### ARTICLE 2.

#### AT-HOME COLLECTION SERVICES

Section 2.1 <u>Scope of Services</u>. During the Term, SSI shall provide At-Home Collection Services to SWANCC's Members and residents.

# Section 2.2 <u>SSI's Responsibilities</u>. SSI shall be responsible for the following:

- a. *Materials, Equipment and Labor*. SSI shall furnish all personnel, labor for recycling, equipment and vehicles necessary for performance of the At-Home Collection Services, including, at a minimum:
  - 1. One collection truck with adequate capacity to transport all Accepted Items scheduled for collection on any given Collection Day;
  - 2. Any Containers and packing and storage materials required to be used in connection with the At-Home Collection Services;
- b. Zonal Collection Schedule. SSI shall provide the At-Home Collection Services to residents of each Member on a monthly basis from early May to mid-October, in accordance with the Zonal Collection Schedule, including the maximum number of pick-ups per day per zone included therein. The parties agree that if demand for the At-Home Collection Services increases, the parties may agree to increase the frequency of the At-Home Collection Services.
- c. Collection Schedule for each Collection Day. One (1) day prior to each Collection Day, SSI shall download from SWANCC's website the list of At-Home Collection Requests for the applicable zone. SSI shall determine a collection schedule for the Collection Day taking into consideration (1) any prior At-Home Collection Requests and (2) that At-Home Collection Services may be conducted no earlier than 8:00 a.m. SSI shall provide to SWANCC a copy of its final collection schedule via email prior to each Collection Day.
- Section 2.3 <u>SWANCC's Responsibilities</u>. SWANCC shall be responsible for the following:
- a. *Collection Requests*. SWANCC shall take all requests from residents for At-Home Collection Services (each an "At-Home Collection Request"). SWANCC shall provide and maintain a website through which residents may make At-Home Collection Requests. SWANCC shall advise its Members and their residents of the following:
  - 1. Unacceptable Items are not for collection.
- 2. Each At-Home Collection Request shall be limited to fifteen (15) Accepted Items (provided that cells phones and MP3 players shall not be counted for purposes of the fifteen-item limit).
- b. *Collection Schedule*. SWANCC shall be responsible for sending each applicable resident (i) a hard copy confirmation of receipt of request for At-Home Collection Services; (ii) a follow-up confirmation email to the resident prior to the scheduled Collection Day; and, if applicable (iii) notice of any required rescheduling of At-Home Collection Requests.

- c. Collection Fees. SWANCC shall be responsible for arranging and collecting from residents submitting At-Home Collection Requests any fees which SWANCC may impose on residents for the At-Home Collection Services.
- d. Compensation. SWANCC shall compensate SSI in accordance with Article 8.

#### ARTICLE 3.

#### PERMANENT SITE COLLECTION SERVICES

- Section 3.1 <u>Scope of Services</u>. During the Term, SSI shall provide Permanent Site Collection Services to all Permanent Sites designated by SWANCC.
  - Section 3.2 SSI's Responsibilities. SSI shall be responsible for the following:
    - a. Materials, Equipment and Labor.
      - 1. Upon notice from SWANCC, SSI shall furnish Containers to a Permanent Site within two (2) business days, in amounts sufficient to support the Permanent Site Collection Services at the Permanent Site. SSI shall be responsible for all transportation of Containers to and from a Permanent Site.
      - 2. SSI shall furnish all personnel, labor for recycling, equipment and vehicles necessary for performance of the Permanent Site Collection Services. Additionally, SSI will furnish personnel or labor at Permanent Sites for (i) delivery, receiving, and/or on-site sorting of Accepted Items, (ii) depositing such materials in the Containers, and/or (iii) palletizing Containers or shrink-wrapping skids.
- b. *Collection Schedule*. SSI shall provide Permanent Site Collection Services to each Permanent Site within forty-eight (48) hours of receiving a Permanent Site Collection Request from SWANCC or a representative of a Member in accordance with Section 3.3(c).
- Section 3.3 <u>SWANCC's Responsibilities</u>. SWANCC shall be responsible for the following:
- a. Permanent Sites. SWANCC shall identify Permanent Sites for the performance of the Permanent Site Collection Services. All Permanent Sites shall be at facilities directly or indirectly controlled by Members. The initial list of Permanent Sites is included in Schedule 4 attached hereto. SWANCC may amend the list of Permanent Sites from time to time to add or delete locations. SWANCC shall enter into any agreements with the Members as necessary for the Permanent Sites. SWANCC shall ensure that all Permanent Sites have appropriate areas for the storage of Containers and are accessible by SSI's vehicles and equipment during regular business hours.

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- b. Receipt of Materials. SWANCC and its Members shall invite residents to bring Accepted Items to each Permanent Site. SWANCC or its Members, as applicable, shall provide staff to remove Accepted Items from residents' cars, sort Accepted Items and deposit Accepted Items into the Containers at a Permanent Site.
- c. *Training*. SSI will provide training to municipal representatives regarding the loading of materials with a forklift from the ground to the trailer at the Permanent Collection Sites.
- d. *Collection Requests*. SSI on-site labor shall notify SSI personnel when the Containers at a Permanent Site are full or it is otherwise necessary for SSI to perform the Permanent Site Collection Services at a Permanent Site (a "Permanent Site Collection Request").

#### **ARTICLE 4.**

#### ONE-DAY EVENT SITE COLLECTION SERVICES

- Section 4.1 <u>Scope of Services</u>. During the Term, SSI shall provide One-Day Event Collection Services to all One-Day Event Sites designated by SWANCC from time to time.
  - Section 4.2 <u>SSI's Responsibilities</u>. SSI shall be responsible for the following:
    - a. Materials, Equipment and Labor.
      - 1. Upon notice from SWANCC in accordance with Section 4.3, SSI shall furnish Containers to a One-Day Event Site at least one hour before the event starting time on the day of the One-Day Event, in amounts sufficient to support the One-Day Event Collection Services at the One-Day Event Site. SSI shall be responsible for all transportation of Containers to and from a One-Day Event Site. SSI shall remove all Containers from a One-Day Event Site at the end of the One-Day Event.
      - 2. SSI shall furnish all personnel, labor for recycling, equipment and vehicles necessary for performance of the One-Day Event Site Collection Services, including personnel or labor required to facilitate the deposit of Accepted Items into Containers at the One-Day Event Site.
- Section 4.3 <u>SWANCC's Responsibilities.</u> SWANCC shall be responsible for the following:
- a. One-Day Event Sites. SWANCC shall identify One-Day Event Sites for the performance of the One-Day Event Site Collection Services. One-Day Event Sites may be at facilities directly or indirectly controlled by SWANCC, Members or other sponsoring organizations. SWANCC shall enter into any agreements with Members or other sponsoring organizations as necessary for each One-Day Event Site. SWANCC shall ensure that all One-

Day Event Sites have appropriate areas for the storage of Containers and are accessible by SSI's vehicles and equipment.

- b. Scheduling. SWANCC or a representative of a Member shall notify SSI of the date, location and time of a One-Day Event not less than fourteen (14) days in advance of the One-Day Event, by email, phone, or facsimile to the contact information for SSI in Section 12.1 or to such other email address, phone number or fax number as directed by SSI.
- c. Receipt of Materials. SWANCC and its Members shall invite residents to bring Accepted Items to each One-Day Event Site. SSI shall provide staff to remove Accepted Items from residents' cars, sort Accepted Items and deposit Accepted Items into the Containers at a One-Day Event Site

#### ARTICLE 5.

#### SSI ADDITIONAL RESPONSIBILITIES

- Section 5.1 <u>Recycling</u>. SSI shall take title to, and risk of loss of, all Accepted Items upon (a) loading of the Accepted Items onto SSI's trailer at a Permanent Site; (b) delivery of the Accepted Items to the Containers at a One-Day Event Site, or (c) collection from a resident's home for At-Home Collection Services. SSI shall recycle, or cause to be recycled, all Accepted Items in accordance with applicable federal, state and local law. SSI shall be entitled to any payment from a third party for delivery of recycled material from Accepted Items, subject to the revenue sharing described in Section 8.2.
- Section 5.2 <u>Collection Inventory</u>. SSI shall provide SWANCC with a separate certificate of recycling by the 25<sup>th</sup> day of each month for any Accepted Items collected in the previous month and cumulative for the Term. SSI shall provide separate certificates for Accepted Items collected pursuant to each of the At-Home Collection Services, Permanent Site Collection Services and One-Day Event Collection Services. Each such certificate shall (i) include all information required by the Act to be reported by Collectors to the IEPA (including but not limited to Section 55(c) of the Act), and (ii) be in such form (a) as may be required by the IEPA from time to time and (b) may be acceptable to SWANCC.

## Section 5.3 Compliance with Laws.

- a. SSI shall register with the IEPA as a Recycler (as defined in the Act) and maintain such registration in conformance with the Act and any applicable regulations, including any reporting requirements.
- b. SSI shall obtain all required licenses and permits and perform the Collection Services in full conformity with all applicable federal, state and local laws and regulations, including, without limitation, the Act.

#### ARTICLE 6.

#### SWANCC ADDITIONAL RESPONSIBILITIES

- Section 6.1 <u>Promotion</u>. SWANCC shall promote the Collection Services through Promotional Materials targeted at Members and their residents. All Promotional Materials shall direct persons wishing to utilize the At-Home Collection Services to contact SWANCC to schedule the Collection Services.
- Section 6.2 <u>Registration</u>. SWANCC shall register with the IEPA as a Collector (as defined in the Act) and provide information to the IEPA regarding the Permanent Sites and One-Day Event Sites, as may be required by the Act. SWANCC shall maintain such registration in conformance with the Act and any applicable regulations.

#### ARTICLE 7.

#### TERM OF AGREEMENT

Section 7.1 <u>Term of Agreement</u>. The term of this Agreement shall commence on January 1, 2012, and end on December 31, 2012, unless terminated at an earlier date pursuant to the terms of this Agreement (the "Term"), provided that the term of this Agreement may be extended or otherwise amended upon the mutual agreement of SWANCC and SSI in accordance with Section 13.4.

#### ARTICLE 8.

## **COMPENSATION**

#### Section 8.1 Compensation.

- a. SWANCC shall not pay any form of compensation to SSI for providing the Permanent Site Collection Services or the One-Day Event Collection Services, except as described in Section 8.2.
- b. SWANCC shall pay SSI for transportation costs associated with the At-Home Collection Services, in accordance with Schedule 7. SSI shall send to SWANCC an invoice detailing such costs by the 15<sup>th</sup> day of each month for the At-Home Collection Services for the previous month. SWANCC shall pay each invoice within thirty (30) days of receipt.
- Section 8.2 <u>Revenue Sharing.</u> SSI will pay to SWANCC \$0.04/lb for Accepted Items collected as part of the Permanent Site Collection Services and \$0.02/lb for Accepted Items collected as part of the One-Day Event Collection Services. SSI shall make all payments to SWANCC with the delivery of the certificates pursuant to Section 5.2, and provided that SWANCC is current with any payments owed to SSI pursuant to Sections 8.1(b) and 8.3 as may be applicable.
- Section 8.3 <u>Reimbursement for Unacceptable Items</u>. SWANCC shall be responsible for the cost of disposing of any Unacceptable Items collected by SSI as part of the Collection

Services. SWANCC shall pay SSI for the cost of disposing of such materials in accordance with the rates set forth in Schedule 5 attached hereto. SSI shall send to SWANCC on a monthly basis an invoice detailing the inventory of any such Unacceptable Items collected for each type of Collection Services, in conjunction with the certificates of recycling described in Section 5.2(a). SWANCC shall pay such invoices within thirty (30) days of receipt. Notwithstanding the foregoing, SWANCC shall not be responsible for the cost of disposing of any material derived from the processing of Accepted Items that is not recyclable.

Section 8.4 Reimbursement for Excess Items. The parties acknowledge that there may Excess Items in the Containers at Permanent Sites after the end of the Term. If SSI and SWANCC do not agree to extend the Term or otherwise renew the Agreement, upon mutual agreement of the parties SWANCC may request SSI to perform Permanent Site Collection Services for any such Excess Items. In such case, SWANCC shall pay SSI for the cost of such services in accordance with the rates set forth in Schedule 5 attached hereto. SSI shall send to SWANCC an invoice detailing the inventory of any such Excess Items collected, in conjunction with the certificate of recycling described in Section 5.2(a). SWANCC shall pay such invoice within thirty (30) days of receipt.

#### ARTICLE 9.

#### **INSURANCE**

Section 9.1 <u>Insurance Requirements</u>. SSI shall maintain during the Term insurance coverages required by law and by Schedule 3 attached hereto. All insurance policies shall name SWANCC and its Members, and their respective officers, directors, employees, agents and consultants, as additional insureds with respect to any coverage (excluding the Worker's Compensation Policy but not the Employer's Liability portion thereof).

Section 9.2 <u>Proof of Insurance</u>. Prior to commencing the Collection Services, SSI shall deliver, or cause to be delivered, to SWANCC certificates of insurance evidencing the insurance coverages SSI is required to purchase and maintain pursuant to this Agreement. SSI shall provide or cause to be provided, not less than thirty (30) days prior to expiration of the then current coverages, renewal certificates of insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by SWANCC that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are adequate for their purpose under this Agreement. The failure of SWANCC to require certificates or other insurance evidence from SSI is not a waiver by SWANCC of such requirements.

## ARTICLE 10.

#### **INDEMNIFICATION**

Section 10.1 <u>Indemnification</u>. SSI shall save and hold harmless SWANCC, its Members and their respective agents, successors, or assigns from and against all suits, claims, actions, damages, liability and expenses in connection with any loss of life, personal injury or property damage caused by SSI, its agents, contractors, employees, servants, invitees, or

licensees out of any occurrence, act or omission to act or in the performance of this Agreement. SSI shall at its own cost and expense, pay all reasonable charges of attorneys, and all costs and their expenses incurred in connection with such action or actions; and any judgment rendered against SWANCC, its Members, their respective agents, successors, or assigns in any such action or actions. SSI shall at its own cost and expense, satisfy and discharge the same.

## **ARTICLE 11.**

#### **TERMINATION**

Section 11.1 <u>General Termination</u>. This Agreement may be canceled and terminated by either SWANCC or SSI on thirty (30) days prior written notice to the other party.

Section 11.2 <u>Non-Performance Termination</u>. Either party shall have the right to terminate this Agreement upon not less than ten (10) days written notice to the other party for non-performance of any of the terms and conditions of this Agreement.

#### ARTICLE 12.

#### **NOTICES**

Section 12.1 <u>Notices</u>. Unless otherwise specified, any notices or communications required to be given to or served upon SWANCC or SSI shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier; (iii) personal delivery with receipt acknowledged in writing; (iv) facsimile to the fax number specified below; or (v) electronic delivery to the email address specified below. Either party shall have the right to change from time to time its mailing address, fax number or email address. Until new addresses shall be given the parties' respective addresses shall be:

To SWANCC: Dave Van Vooren

**Executive Director** 

Solid Waste Agency of Northern Cook County

2700 Patriot Boulevard, Suite 110

Glenview, Illinois 60026

P: (847) 724-9205 F: (847) 724-9605

Email: dvv@swancc.org

To SSI: Jade Lee

Supply-Chain Services, Inc. 250 West North Avenue Lombard, Illinois 60148

P: (630) 629-9344 F: (630) 629-9345

Email: jadelee@supply-chainservices.com

#### ARTICLE 13.

#### **MISCELLANEOUS**

- Section 13.1 <u>Relation of Parties</u>. SSI shall act as an independent contractor. All personnel used by SSI shall be employees of SSI. SSI will pay all wages and appropriate expenses of said personnel, as well as employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other required personnel taxes.
- Section 13.2 <u>No Interference with Existing Contractual Relationships</u>. It is understood and agreed by SSI and by SWANCC, for itself and on behalf of the Members, that the execution of this Agreement is not intended to affect or interfere with any existing contractual relationships for the collection and hauling of solid waste in the SWANCC region.
- Section 13.3 <u>Assignment</u>. This Agreement may not be assigned by SSI without the prior written consent of SWANCC and may not be assigned by SWANCC, other than to one or more Members, without the prior written consent of SSI. This Agreement shall be binding upon and shall inure to the benefit of SWANCC and the Members.
- Section 13.4 Entire Agreement; Modification. This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement: (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.
- Section 13.5 <u>Governing Law; Venue.</u> This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Illinois, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. The parties agree that the Circuit Court of Cook County shall be the exclusive venue for any action arising out of or brought under this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

# SOLID WASTE AGENCY OF NORTHERN COOK COUNTY

By:	
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UPPLY-CHAIN SERVICES, INC	· ·
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# **ACCEPTED ITEMS**

# 1. New List of Covered Electronic Products

**Televisions** 

Monitors

**Printers** 

Computers (including tablet computers)

Electronic Keyboards

**Facsimile Machines** 

Videocassette Recorders

Portable Digital Music Players

Digital Video Disc Players

Video Game Consoles

**Small Scale Servers** 

Scanners

**Electronic Mice** 

Digital Converter Boxes

Cable Receivers

Satellite Receivers

Digital Video Disc Recorders

Stereo Equipment and Speakers

#### **UNACCEPTABLE ITEMS**

- 1. Electronic devices that are a part of a motor vehicle
- 2. Electronic devices that are part of a larger piece of equipment (industrial or commercial, etc.).
- 3. Electronic devices contained within a home appliance (clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump or air purifier).
- 4. Air Conditioners
- 5. Humidifiers
- 6. Dehumidifiers
- 7. Microwaves
- 8. Home Appliances (no toasters, blenders, vacuum cleaners, stoves, refrigerators, etc.)
- 9. Power Tools or Cords
- 10. Software
- 11. CDs or DVDs
- 12. Cameras
- 13. Camcorders
- 14. Shredders
- 15. Copy Machines
- 16. Answering Machines
- 17. Calculators
- 18. Telephones
- 19. Typewriters
- 20. Postage Machines

Items not listed in Schedule 1 or Schedule 2

## **INSURANCE**

SSI shall procure and maintain the following insurance during the Term of this Agreement:

Type of Insurance	Required Limits of Liability	
Worker's Compensation	Statutory	
Employer's Liability	\$100,000 per accident	
	\$100,000 disease (each employee)	
	\$500,000 disease (policy limit)	
Commercial General Liability, including		
"occurrence" coverage for:		
a. Premises and operations,	\$1,000,000 per occurrence for bodily injury and	
independent contractors protective,	property damage combined.	
contractual liability, broad form	\$2,000,000 annual aggregate per location for	
property damage and XCU hazards	bodily injury and property damage combined.	
b. Products and completed	\$1,000,000 per occurrence for bodily injury and	
operations (including broad form	property damage combined.	
property damage)	\$2,000,000 annual aggregate per location for	
	bodily injury and property damage combined.	
c. Personal injury liability	\$1,000,000 per occurrence	
	\$1,000,000 annual aggregate	
d. Damage to Rented Premises	\$100,000 per occurrence	
e. Medical expenses	\$5,000 per person	
Automobile Liability (including owned,	\$1,000,000 combined single limit	
non-owned and hired vehicles)	\$250 comprehensive deductible (hired auto	
	physical damage)	
	\$500 collision deductible (hired auto physical	
	damage)	
Umbrella/Excess Liability	\$2,000,000 each occurrence	
	\$2,000,000 aggregate	
Pollution Legal Liability	Statutory minimums required by the Electronic	
	Products Recycling and Reuse Act, 415 ILCS	
	150/50(d)(3) but not less than \$1,000,000 per	
	occurrence and \$1,000,000 annual aggregate.	

All insurance companies must be reasonably acceptable to SWANCC. Minimum insurance carrier requirements include a current rating of A.M. Best Co., Inc. of "A VIII." All liability coverages shall be written on an occurrence basis. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the SWANCC by certified mail.

# PERMANENT SITES

Winnetka Public Works Facility 1390 Willow Road Winnetka, IL

Glenview Transfer Station 1151 N River Road Glenview, IL

Hoffman Estates Village Hall 1900 Hassel Road Hoffman Estates, IL

Other locations mutually agreed to my SSI and SWANCC

# RATES FOR DISPOSAL OF UNACCEPTABLE ITEMS AND EXCESS ITEMS

# Unacceptable Items

\$0.145 per pound

# Excess Items

Monitors \$7.00 per unit

Televisions \$0.18 per pound

All other CEDs and EEDs \$0.145 per pound

# ZONAL COLLECTION SCHEDULE

Collection Services shall be provided to residents of each Member one week per month, or at such greater frequency as the parties may agree, pursuant to the following schedule from early May through mid-October. SSI and SWANCC shall agree on a calendar of specific Collection Days by April 1, 2012.

ZONE	COLLECTION DAY	MEMBERS	MAXIMUM PICK- UPS/ DAY
1	Tuesday	Elk Grove Village Wheeling Buffalo Grove Palatine Inverness Barrington South Barrington Hoffman Estates	18
2	Wednesday	Morton Grove Evanston Skokie Lincolnwood Niles Park Ridge	18
3	Thursday	Rolling Meadows Arlington Heights Mount Prospect Prospect Heights Glencoe Winnetka Kenilworth Wilmette Glenview	18

# SCHEDULE 7 COMPENSATION FOR AT-HOME COLLECTION SERVICES

LEVEL	NUMBER OF PICK-UPS PER COLLECTION DAY	COMPENSATION PER COLLECTION DAY
1	5 or less	\$420
2	6 – 8	\$510
3	9 – 11	\$590
4	12 – 14	\$670
5	15 – 18	\$760
Overtime	More than 18 pick-ups or unforeseeable transportation conditions causing delay outside of SSI's reasonable control.	\$95 per hour