

**COLLECTOR, COORDINATOR, AND HOST SITE AGREEMENT
2019 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2019 Residential Electronics Collection events ("Coordinator"), A-Team Recyclers ("Collector"), and Parkland College ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with two Residential Electronics Collection events scheduled to occur on Saturday, May 18, 2019, and on Saturday, October 12, 2019.

Section 2. Collection Event Schedule

- 2-1. The Residential Electronics Collection events are scheduled to occur on Saturday, May 18, 2019 and on Saturday, October 12, 2019.
- 2-2. The advertised hours of the collection events will be 8:00 a.m. to 12:00 noon.

Section 3. Access to Host Site

- 3-1. The Coordinator event staff, and Collector will have access to the Applied Technology Center T121 storage bay and T107-T106 classroom after noon on the Friday prior to the May 18, 2019 event and after 4:00 p.m. on the Friday prior to the October 12, 2019 event for purposes of setting up. The Coordinator event staff, and Collector will have partial access to Lot M-4 premises on the Friday afternoon prior to each event for purposes of setting up.
- 3-2. On the day of the event, the Coordinator event staff and volunteers, and Collector will have access to the Host Site premises from 6:00 a.m. to 9:00 p.m.
- 3-3. Access to the Host Site premises includes limited access to a classroom and restroom facilities in the Applied Technology Center (T Building) for use by the Coordinator event staff and volunteers and Collector employees as a break room station between 6:00 a.m. and 5:00 p.m. on the day of the event. Coordinator event staff may stock the area with coffee, water, and other non-alcoholic drinks and food snacks. Coordinator event staff will be responsible for cleaning up the area after the event on the day of the event.

Section 4. Coordinator

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees as follows, for each collection event:
 - A. To pay the Collector a one-time flat-rate collection fee of \$13,000.
 - B. To pay the Collector a prorated charge on the shortfall in weight not to exceed \$600 per truck, if the average collection event weight per shipment is below 18,000 pounds net weight.

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- C. To participate in promoting each event, indicating: a four-TV limit per household; the need for residents to register online in advance to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection events.
- D. To implement, with municipal event sponsors, residents' use of an online reservation system in advance to schedule participation in the collection event.
- E. To provide sufficient event staff and volunteers at each event to:
 - 1) Safely direct vehicles through the collection area;
 - 2) Pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items, as may be possible, into designated on-site containers that are provided by the Coordinator or by the Host Site; and
 - 3) Unload vehicles dropping off items, and to assist in sorting these items into Gaylord boxes or to designated areas onsite, following sorting guidelines provided by the Collector at the collection event.

Section 5. Collector Services to be Provided

- 5-1. Collector agrees and is hereby on notice that Coordinator has contracted with MRM in its own capacity and on behalf of City of Champaign, City of Urbana, and Village of Savoy as third-party beneficiaries, in furtherance of the events referenced in this Agreement, and agrees to fairly work with MRM in furtherance of the goals of both this Agreement and the Agreement between Coordinator and MRM (provided as Attachment A).
- 5-2. The Collector shall register as a Collector with the Illinois Environmental Protection Agency as required under law, and shall agree to fulfill all the collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/) with regard to the electronics devices collected at the planned collection events indicated in Section 2, during all times covered under this agreement.
- 5-3. For the one-time, flat-rate collection fee of \$13,000 to be charged to the Coordinator for each of the two events as described in Section 4, the Collector agrees to provide the services as listed below to the Coordinator at the planned collection events indicated in Section 2, that will take place at Lot M-4 of the Host Site premises of Parkland College, located at 2400 W. Bradley Avenue, Champaign, Illinois.
 - A. The Collector will pre-arrange with the Electronic Manufacturers Recycling Management Company, LLC ("MRM") to receive sufficient quantities of packaging materials, including Gaylords, shrink wrap, and pallets, from MRM so that the packaging materials are available for set-up and use at the Host Site at Lot M-4 of Parkland College prior to each collection event.
 - B. If the Collector uses any additional packaging materials not provided by MRM, it shall be at the Collector's own expense and that the additional packaging materials of a similar quality and type as those provided by MRM.

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- C. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, for each event.
 - D. Based on the best available information about each planned event to be provided by the Coordinator to the Collector, the Collector will arrange with the MRM-designated recycler in advance of each event to strive to provide a sufficient and accurate quantity of trucks or trailers to be present at the Host Site for loading at each event, and not overestimate the number of trucks or trailers needed to be present at each event for loading.
 - E. The Collector is responsible to supply necessary staff required for collecting, sorting, and packaging of collected residential covered electronic devices ("CEDs") in a manner consistent with the packaging instructions provided by MRM or MRM designee and in accordance with Collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/). CED means any computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc record, or small-scale server sold at retail. CEDs shall be sorted by Collector into their respective categories, and prepared for shipping pursuant to the requirements of CERA Section 1-45, with residential CEDs sorted into the following categories:
 - A. Computer monitors and televisions containing a cathode-ray-tube, other than televisions with wooden exteriors;
 - B. Computer monitors and televisions containing a flat panel screen;
 - C. All covered televisions that are residential CEDs;
 - D. Computers;
 - E. All other residential CEDs; and
 - F. Any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program.
 - F. The Collector is responsible for loading the collected and properly packaged residential CEDs onto trailers or trucks in such a way so as to ensure a full load at a net weight of 18,000 pounds per trailer or truck loaded.
- 5-4. The Collector agrees to collect, sort, package, and load into trucks to be provided onsite, the following accepted CEDs (working and non-working) at each of the two events indicated in Section 2, in furtherance of the events:

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- Computers
- Computer monitors
- Televisions
- Printers (includes typewriters)
- Electronic keyboards
- Facsimile machines
- Videocassette recorders
- Portable digital music players (with memory capability and battery-powered)
- Digital video disc players
- Video game consoles
- Electronic mice
- Scanners
- Digital converter boxes
- Cable receivers
- Satellite receivers
- Digital video disc recorders (DVD & Blue-Ray recorders)
- Small-scale servers sold at retail
- Accessory computer/monitor speakers
- Ink and toner cartridges

And the following accepted Parts (not CEDs) at each of the two events indicated in Section 2, not in furtherance of the events:

- Loose wires (e.g., extension cords, surge protectors, cables)
- Microwaves
- All phone types and phone accessories
- Christmas lights
- Digital cameras/mini cams
- Digital projectors
- Credit card readers
- Telecom equipment
- Uninterrupted power supplies (e.g., battery backups, chargers)
- Rechargeable batteries
- Networking equipment (e.g., switches, routers, hubs, modems)
- External drives
- Circuit boards
- Ferrous and non-ferrous metals

5-5. The Collector will charge the Coordinator 20 cents per pound for non-CEDs and non-Parts residential items collected, sorted, loaded, and transported at each of the two events indicated in Section 2, including but not limited to:

- Stereo speakers (wooden, metal, or plastic)
- Vacuum cleaners
- Small appliances
- Cash registers

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- 5-6. The Collector will not accept the following unaccepted items at each of the two events indicated in Section 2:
- Liquid-containing items
 - Freon-containing items (AC units, dehumidifiers)
 - White goods (e.g., refrigerators, freezers)
 - Thermostats
 - Light bulbs, fluorescent bulbs or tubes
 - Loose alkaline batteries (accepted while contained in electronic devices)
- 5-7. The Collector agrees to supply staff adequate to fulfill its obligations and duties under this Agreement at the Host Site on the day of each event no later than 7:00 a.m. to collect, sort, package, and transport accepted and collected electronics items.
- 5-8. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be available for each event.
- 5-9. Except for the recyclable materials (e.g., cardboard and Styrofoam) and trash at each collection event which the Coordinator event staff and volunteers are able to divert and able to fit into the onsite Coordinator or Host Site containers provided at the Host-Site for subsequent recycling or removal, the Collector will accept and load the surplus remaining recyclable materials generated at each event (e.g., plastics, cardboard, and Styrofoam) and all surplus remaining trash generated at each event and remove those materials from the Host Site on the day of each event.
- 5-10. The Collector will provide proof of insurance requested as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-11. Before each event, the Collector staff will provide instruction to the Coordinator regarding requested day-of-event onsite separation, sorting and packaging of collected electronics waste by Coordinator event staff and volunteers.
- 5-12. The Collector staff shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.
- 5-13. In the event that the MRM-designated recycler has not completely removed all collected electronics materials at each event from the Host Site on the day of the event, the Collector agrees to securely store all collected electronics materials that may remain at the Host Site by 9:00 p.m. on the day of the event within semitrailers or trucks provided by the MRM-designated recycler and that are located in Parking Lot M-4 of the Host Site.

The Collector shall arrange with the MRM-designated recycler, that the MRM-designated recycler completely remove and transport all electronics materials collected at each event and securely stored within semi-trucks and/or trucks at Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each event. The Collector further

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agrees that if the MRM-designated recycler should fail to remove materials collected and stored at the Host Site by the deadline established in this paragraph that the Collector will pay a late fee of \$500 per day, commencing on the Tuesday following each event, and continuing until the removal of the stored collected electronics materials. The Collector shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-14. **Reporting/Documentation of E-waste:** The Collector will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest numbers for all items collected at each event, as soon as it becomes available and prior to January 1, 2020.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the events indicated in Section 2 shall immediately become the property of the Collector. No Coordinator event staff or volunteers or Host Site staff shall take any collected electronics material. All collected electronics material will be brought back to the MRM-designated recycler's facility in Shorewood, Illinois for further processing or transported directly to a manufacturer-funded electronics recycler.
- 6-2. To discourage theft of the collected CEDs, the Collector shall safeguard collected CEDs at each event and will strive to ensure that collected CEDs are securely loaded onto trucks or trailers provided onsite by MRM-designated recycler, so that MRM-designated recycler can meet requirements for confidentiality and destruction of information or data remaining on hard drives or other electronics equipment.
- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Collector agrees that it is an independent Collector. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Collector pursuant to this Agreement does not constitute compensation paid to an employee.
- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Collector or its subcontractors under this Agreement. The Collector shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Collector is responsible for paying the payroll taxes and any employee benefits that the Collector utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Collector, by signing this Agreement, warrants that the Collector, its employees, and its Collectors which will perform services requiring a license, will have and maintain any required license. However, the Collector may meet the license requirement through use of a subcontractor; provided however, the Collector's use of a subcontractor in that circumstance does not relieve the Collector of any obligations under the Agreement.

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- 8-2. The Collector agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Collector and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Collector and the Host Site against such risks. The Coordinator shall carry public liability, casualty and auto insurance in sufficient amount to protect the Collector and the Host Site from liability for acts of the Coordinator. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.
- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Collector and Host Site for all loss or damage of whatsoever kind and nature to any and all Collector and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Collector's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Collector or Host Site) property, and shall upon request and at the Collector's or Host Site's expense, furnish to the Collector or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Collector or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the collection events indicated in Section 2 shall immediately become the property of the Collector for loading onto trucks or trailers provided at the Host Site premises by the MRM-designated recycler for transport and processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Collector and Host Site with proof of such insurance one month prior to each collection event.

Section 10. Liability and Insurance: Collector

- 10-1. The Collector agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Collector's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Collector further agrees to maintain adequate insurance to protect the Coordinator

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and the Host Site against such risks. The Collector shall carry public liability, casualty and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Collector. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Collector shall carry Worker's Compensation Insurance in amount required by laws.

- 10-3. The Collector assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Collector or any employee, agent, or representative of the Collector or its subcontractor. The Collector shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.
- 10-4. The Collector shall provide the Coordinator and Host Site with proof of such insurance one month prior to each collection event.

Section 11. No Smoking or Alcohol on Grounds

The Collector staff and Coordinator event staff and volunteers shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Collector's use of the premises, or that of Collector's employees or agents, then the Collector shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Collector's activities. Upon repair, Collector shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within twenty-four hours.
- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be partially damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of

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business, defending against or paying the cost of defending against any resultant legal proceedings, activities, or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within twenty-four hours.

Section 13. Dangerous Materials

The Coordinator or Collector shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Collector's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Collector abandons the Host Site premises or the property it collects during a residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Collector for damages or any payment of any kind whatever, consider any personal property belonging to Collector and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Collector regarding the removal and disposal of the recycling materials within seven days following each of the collection events.

Section 17. Contact Information

Contact information for the Host Site is as follows:

Name: Parkland College
Address: 2400 West Bradley Avenue, Champaign, IL 61821
Contact Person: James Bustard
Title: Physical Plant Director
Contact's work phone: 217-351-2211, Extension 108

Contact information for the Coordinator is as follows:

Name: Champaign County
Address: 1776 E. Washington Street, Urbana, Illinois 61802
Contact person: Susan Monte
Title: Champaign County Recycling Coordinator
Contact's work phone: 217-384-3708; Contact's cell phone: 217-600-1516

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Contact information for the Collector is as follows:

Name: A-Team Recyclers

Address: 304 Gregory Court, Shorewood, IL 60404

Contact Person: James Larkin

Title: Owner

Contact's work phone: 815-630-4308; Contact's cell phone: 815-600-3608

Section 18. Choice of Law

18-1. This Agreement and the Collector's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.

18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Changes

The Coordinator, Host Site, or Collector, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.

21-2. Notwithstanding the foregoing, the obligations of the Collector under Sections 10 and 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Collector, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 23. Successors and Assigns

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Collector and Host Site, respectively and their partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

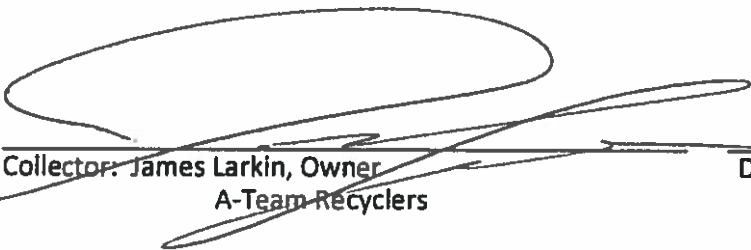
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Section 24. Third Party Beneficiaries

The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

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

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.


Collector: James Larkin, Owner
A-Team Recyclers
Date 3-4-19

Host Site: James Bustard, Physical Plant Director
Parkland College
Date _____


Coordinator: Darlene A. Kloepfel, County Executive
Champaign County, Illinois
Date 2/22/2019

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Section 24. Third Party Beneficiaries


The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

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

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Collector: James Larkin, Owner
A-Team Recyclers

Date



Host Site: James Bustard, Physical Plant Director
Parkland College

3-1-2019

Date



Coordinator: Darlene A. Kloepfel, County Executive
Champaign County, Illinois

2/22/2019

Date



To: Ms. Susan Monte

Re: Letter of Understanding
Provision of Illinois CERA Transportation and Recycling Services

Dear Ms. Monte:

Pursuant to CERA Section 1-25 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151 *et seq.*, or "CERA"), the Illinois Manufacturer Clearinghouse has assigned your county to a "Group Plan" operated by the Electronic Manufacturers Recycling Management Company, LLC ("MRM") to provide transportation and recycling services for e-waste on behalf of a number of electronics manufacturers for 2019. The MRM Illinois Group Plan represents over 25 electronics manufacturers and has been approved by the Manufacturer Clearinghouse.

We look forward to working with you to support your efforts to make electronics recycling readily available for your residents.

MRM hereby submits this Letter of Understanding ("LOU") confirming our understanding of the Services MRM will be providing in Champaign County for Program Year 2019 as required by CERA.

Please sign the acknowledgment at the end of the letter and return a copy to me so that MRM can confirm your interest and agreement to have MRM provide the Services outlined below in your jurisdiction.

The Services MRM Will Provide (the "Services"):

1. MRM understands and agrees that it is entering into this Agreement with the County of Champaign, which has authority to contract on behalf of itself and for third-party beneficiaries City of Champaign, City of Urbana, and Village of Savoy.
2. MRM will arrange for the bulk transportation and recycling of collected residential CEDs only from the collection site(s) and/or event(s) listed in Appendix A. To do so, MRM and/or MRM's contracted recycler will work with A-Team Recyclers, who is Champaign County's hired collector operating the collection site or one-day collection event(s) in Champaign County, to arrange for the timely pickup of collected devices.
3. MRM will provide Champaign County's hired collector, A-Team Recyclers, with the packaging material necessary to prepare shipments of collected residential CEDs identified in Appendix A in compliance with Subsection (e) of CERA Section 1-45 to be used for each collection event listed in Appendix A. Packaging material includes gaylords, pallets and shrink wrap necessary to package materials as required by MRM.

As may be necessary following each collection event identified in Appendix A, MRM shall fully reimburse Champaign County's hired collector, A-Team Recyclers, within 30 days of receiving an invoice from A-Team Recyclers, the cost of any additionally required packaging materials used



for each collection event identified in Appendix A that was not available for use at the site of each collection event listed in Appendix A.

4. MRM, or MRM's designee, will provide detailed packaging instructions to Champaign County's hired collector, A-Team Recyclers at least two weeks prior to the initial collection event listed in Appendix A.
5. MRM will pick up shipments of collected CEDs, based on arrangements made in advance by Champaign County's hired collector, A-Team Recyclers, and MRM or MRM's designee, with expectations that the collected weight meets or exceeds 18,000 lbs. per shipment. CERA Section 1-45(e)(2)(C) authorizes MRM to charge Champaign County's collector, A-Team Recyclers, a pro-rated under-weight fee of up to \$600 for any shipments that weigh less than 18,000 lbs.

Your County Agrees to Perform the Following Tasks:

1. Champaign County has agreed to establish and operate the collection events listed in Appendix A pursuant to the requirements of Section 1-45. MRM is not providing any collection site operation services at these sites, or any other sites in your county.
2. Champaign County agrees to operate the two collection events listed in Appendix A and intends to hire A-Team Recyclers as its collector on behalf of Champaign County in compliance with CERA. Champaign County will request that our hired collector register with the Illinois Environmental Protection Agency as required under law, and to request that such collector fulfill all the collector obligations listed in Section 1-45 of CERA. A copy of Section 1-45 is attached for reference as Appendix B.
3. If Champaign County and MRM agree that a non-county site will be used to fulfill the obligation under the CERA, Champaign County agrees to the details outlined in Appendix A, attached.
4. CED materials to be picked up by MRM must be segregated from non-CED materials and packaged in a manner to prevent breakage.
5. Champaign County will request that our hired Collector sort CEDs into their respective categories and prepare them for shipping pursuant to the requirements of CERA Section 1-45, with residential CEDs sorted into the following categories:
 - (A) computer monitors and televisions containing a cathode-ray-tube, other than televisions with wooden exteriors;
 - (B) computer monitors and televisions containing a flat panel screen;
 - (C) all covered televisions that are residential CEDs;
 - (D) computers;
 - (E) all other residential CEDs; and
 - (F) any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program.



6. Materials must be collected and packaged as indicated above and in accordance with the packaging instructions provided by MRM or MRM's designee to Champaign County's hired collector, A-Team Recyclers.
7. Champaign County will request that, if our collector needs to use additional packaging materials before MRM is able to deliver them to our collector, that our Collector shall, at our collector's own expense, use packaging materials of a similar quality and type as those provided by MRM, and then subsequently invoice MRM for complete reimbursement of those additionally used packaging materials used for the collection events identified in Appendix A.
8. At each collection event identified in Appendix A, Champaign County shall request that our collector arrange that CEDs must be ready to load onto a truck to ensure a full load, and that our collector load the collected CED onto truck.
9. Champaign County will request that our collector's staff be available to load the truck up to two hours before and after the county-selected pick up time for truck arrival, as may be applicable.
10. Prior to each collection event listed in Appendix A, Champaign County will request our hired collector, A-Team Recyclers, to carefully pre-arrange pickup service with the MRM-identified recycler or designee to occur at each collection event identified in Appendix A with five-day's notice of the desired pick-up date.
11. Champaign County agrees to request that our hired collector include only residential CEDs in any shipments to be picked up by MRM. MRM will not pick up any non-CED materials unless our Collector and MRM or the MRM-designated recycler reach a separate commercial arrangement.

We look forward to working with your county. We want to ensure the new recycling system works smoothly and this will require you and MRM to work together cooperatively. MRM cannot provide our Services unless your county arranges to hire a Collector to fully perform all the above tasks.

Again, we look forward to connecting to discuss working with your county for 2019. If you have any questions, please do not hesitate to contact me directly.

* * *

Sincerely,

Patricia A Conroy
Executive Director
MRM



Acknowledged and Accepted

By: _____

Title: _____

Date: _____



APPENDIX A

LIST OF SITES TO BE SERVICED BY MRM IN CHAMPAIGN COUNTY
FOR PROGRAM YEAR 2019 (January 1, 2019 to December 31, 2019)

Permanent Collection Sites N/A

1. Location: N/A

Address:
Operated by / Collector:

2. Location: N/A

Address:
Operated by / Collector:

3. Location: N/A

Address:
Operated by / Collector:

Collection Events

1. Location: Parkland College

Address: 2400 West Bradley, Champaign IL 61821

Date of Event: Saturday, May 18, 2019
Operated by / Collector: A-Team Recyclers

2. Location: Parkland College

Address: 2400 West Bradley, Champaign IL 61821

Date of Event: Saturday, October 12, 2019
Operated by / Collector: A-Team Recyclers

APPENDIX B

(415 ILCS 151/1-45)

Sec. 1-45. Collector responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, a person acting as a collector under a manufacturer e-waste program shall register with the Agency by completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency must include, without limitation, the address of each location at which the collector accepts residential CEDs.

(a-5) The Agency may deny a registration under this Section if the collector or any employee or officer of the collector has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition; or

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered collectors.

(c) Manufacturers and recyclers acting as collectors shall so indicate on their registration under Section 1-30 or 1-40 of this Act.

(d) By March 1, 2020 and every March 1 thereafter, each collector that operates a program collection site or one-day collection event shall report, to the Agency and to the manufacturer e-waste program, the total weight, by CED category, of residential CEDs transported from the program collection site or one-day collection event during the previous program year.

(e) Each collector that operates a program collection site or one-day event shall ensure that the collected residential CEDs are sorted and loaded in compliance with local, State, and federal law. In addition, at a minimum, the collector shall also comply with the following requirements:

(1) residential CEDs must be accepted at the program collection site or one-day collection event unless otherwise provided in this Act;

(2) residential CEDs shall be kept separate from other material and shall be:

(A) packaged in a manner to prevent breakage; and

(B) loaded onto pallets and secured with plastic wrap or in pallet-sized bulk containers prior to shipping; and

(C) on average per collection site 18,000 pounds per shipment, and if not, then the recycler may charge the collector a prorated charge on the shortfall in weight, not to exceed \$600;

(3) residential CEDs shall be sorted into the following categories:

(A) computer monitors and televisions containing a cathode-ray tube, other than televisions with wooden exteriors;

(B) computer monitors and televisions containing a flat panel screen;

(C) all covered televisions that are residential CEDs;

(D) computers;

(E) all other residential CEDs; and

(F) any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program;



(4) containers holding the CEDs must be structurally sound for transportation; and

(5) each shipment of residential CEDs from a program collection site or one-day collection event shall include a collector-prepared bill of lading or similar manifest, which describes the origin of the shipment and the number of pallets or bulk containers of residential CEDs in the shipment.

(f) Except as provided in subsection (g) of this Section, each collector that operates a program collection site or one-day collection event during a program year shall accept all residential CEDs that are delivered to the program collection site or one-day collection event during the program year.

(g) No collector that operates a program collection site or one-day collection event shall:

(1) accept, at the program collection site or one-day collection event, more than 7 residential CEDs from an individual at any one time;

(2) scrap, salvage, dismantle, or otherwise disassemble any residential CED collected at a program collection site or one-day collection event;

(3) deliver to a manufacturer e-waste program, through its recycler, any CED other than a residential CED collected at a program collection site or one-day collection event; or

(4) deliver to a person other than the manufacturer e-waste program or its recycler, a residential CED collected at a program collection site or one-day collection event.

(h) Beginning in program year 2019, registered collectors participating in county supervised collection programs may collect a fee for each desktop computer monitor or television accepted for recycling to cover costs for collection and preparation for bulk shipment or to cover costs associated with the requirements of subsection (e) of Section 1-45.

(i) Nothing in this Act shall prevent a person from acting as a collector independently of a manufacturer e-waste program.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)