

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

**SECTION 2.** Definitions.

**APPOINTEMENT SYSTEM:** means use of an online registration system for residents who wish to participate in the planned one-day residential electronics collection event, limiting participants to residents of specific communities that support the Residential Electronics Collection events, limiting the number of televisions to two per household, and controlling the number of participants per 15 minute increments, therefore alleviating traffic back-ups and making total weight to be collected easier to estimate.

**MFER:** means Manufacturer Funded Electronics Recycler, referring to a recycler that has contracted with manufacturers to cover the cost of recycling Illinois residentially generated electronics.

**RESIDENTIAL ELECTRONICS:** means electronic devices that are generated from City of Aurora households primarily and excludes electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters, etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in EXHIBIT 1. The list of acceptable Residential Electronics shall not be modified without prior written notice from the COUNTY.

**SECTION 3.** CITY OF AURORA Responsibilities.

- A. Operate and maintain a site suitable for a one-day collection of residential electronic items
- B. Investigate, and if feasible, implement an appointment system to limit the total number of vehicles serviced.
- C. Utilize a limit of two televisions sets per vehicle to control weight and discourage illegal commercial use.
- D. Set and coordinate hours of operation
- E. Contract with a collection contractor approved by WILL COUNTY, to sort, stack, pack and transport residential electronics to WILL COUNTY's MFER
- F. Take all steps necessary to send only electronics defines in this Agreement to WILL COUNTYs MFER, ask the collection contractor to pack trucks to 20,000 pounds or greater to avoid underweight fees and agree to pay WILL COUNTY any fees charged to WILL COUNTY by WILL COUNTYs MFER
- G. Limit the amount collected at each one-day event to a total of 150,000 pounds to be sent to Will County's MFER. (Total for two events shall be 300,000 pounds)
- H. Indemnify, and hold harmless WILL COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the 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, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the CITY OF AURORA employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the CITY OF AURORA. The CITY OF AURORA is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The CITY OF AURORA's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The CITY of AURORA in no way takes or claims ownership or accepts liability

for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

**SECTION 4. WILL COUNTY Responsibilities.**

- A. Maintain at least two agreements with two separate Contractors to collect, sort, pack, process, refurbish and recycle residential electronics
- B. Allow CITY OF AURORA residentially generated electronics to be sent to the WILL COUNTY MFER contractor utilizing weight assigned to WILL COUNTY.
- C. Report to CITY OF AURORA on the volume of residential electronics collected through their one-day collection as reported by the MFER.
- D. Take no responsibility for any costs incurred by CITY OF AURORA for collections event, nor provide any insurance coverage for such an event.
- E. WILL COUNTY shall include the amount of electronics collected in the City of Aurora as part of Will County's annual IEPA report on residential electronics because part of the City of Aurora is in Will County and all of the City of Aurora residents are eligible to participate in Will County's Electronics Program.

**SECTION 5. Term.** The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect until February 1, 2018 with a full one-year renewal option. This agreement may be terminated by sixty (60) days written notice by either party without cause.

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

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

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

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

If to the **CITY OF AURORA:**

Mayor Richard Irvin, Mayor of Aurora (Alternate: Chuck Nelson, Deputy Mayor)  
44 E. Downer Place  
Aurora, IL 60505  
Phone: (630) 256-3004  
E-mail: [CNelson@aurora-il.org](mailto:CNelson@aurora-il.org)

If to the **COUNTY**:

Dean Olson, Resource Recovery & Energy Director (Alternate: Marta Keane, Recycling Specialist)  
Will County- Land Use  
58 E. Clinton Street  
Joliet, IL 60432  
Phone: (815) 727-8834  
E-Mail: [MKeane@willcountygreen.com](mailto:MKeane@willcountygreen.com)

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

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

**WILL COUNTY, ILLINOIS**

**CITY OF AURORA**

**BY**

**BY**

X

X

\_\_\_\_\_  
County Executive Lawrence M. Walsh

\_\_\_\_\_  
Mayor of Aurora Richard C. Irvin

**Attest:**

**Attest:**

X

X

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County Clerk Nancy Shultz Voots

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City Clerk Wendy McCambridge

**EXHIBIT 1.**

<b>Residential Electronics Accepted</b>
Televisions (Wood Console)
Televisions (CRT glass)
Televisions (Flat Screen)
Monitors (CRT glass)
Monitors (Flat Screen)
Computers (laptop, CPU, tablet, etc.)
Hard Drives/ Modems/ Servers
Electronic Keyboards
Electronic Mice
CD ROM/Zip/Tape Drives
Palm organizers/ Hand held games
Printers (laser, ink jet)
Scanners
Copy Machines
Fax Machines
Cords & Cables (power, USB, etc.)
UPS Battery Backups
Digital Converter Boxes
Cable/Satellite Receivers
VCR, DVD, Laser disc players
Video game players
Joysticks/ Game Controls
Digital Converter Boxes
Cell phones
Digital radio/ CD Players

*Items in yellow boxes are banned from landfills in Illinois as of 1/1/2012*

**NO Smoke Detectors**

**NO Dehumidifiers**

**NO Appliances**