



100030

02/23/10

## MEMORANDUM

**TO:** Environmental Concerns Committee

**THROUGH:** Carl S. Goldsmith, Director of Public Works *Cy*

**FROM:** David P. Gorman, PE, Asst. Director of Public Works *DPG*

**DATE:** February 16, 2010

**SUBJECT:** Electronics Vendor for the 2010 & 2011 Recycling Extravaganzas

Per the attached letter, Vintage Tech Recyclers has offered to manage the September 18, 2010 Recycling Extravaganza and the 2011 Recycling Extravaganza for only \$1,000 and \$1,500, respectively, with no extra costs for televisions. This fee is to cover their transportation costs. Their low service cost to customers is possible due to grants from the Illinois Department of Commerce & Economic Opportunity and agreements with electronics manufacturers. The maximum of 200,000 pounds that will be allocated for each year's event will come from their specific agreement with Samsung. They have collected between 80,000 and 129,000 pounds at each of Lombard's Recycling Extravaganza's since 2007 so the ceiling has intentionally been set high to cover the Village's needs.

Vintage Tech has committed to collect certain amounts with the various manufacturers in two-year agreements. Therefore, Vintage Tech is requesting that the Village commit to the attached agreement for 2010 and 2011. Vintage Tech will once again bring their employees and equipment, except for one fork lift that will be provided as usual for their use by the Village. Staff has been very satisfied with their service and value. Prior to Vintage Tech, electronics recycling had cost the Village over \$20,000 per event, and volunteers had to be allocated.

The President of Vintage Tech, Karrie Gibson, gave a presentation to the ECC a couple years ago and she extended an offer to show any interested committee members around their facility in Plainfield. Staff intends to go sometime this year so interested ECC members should bring their calendars to the next meeting to select a date.

The ECC normally reviews the electronics recycling agreement in May but Vintage Tech's calendar is filling up quickly due to these manufacturers' agreements and they are currently holding the date of September 18<sup>th</sup> in order to accommodate Lombard.

### **Recommendation:**

Staff requests that the ECC recommend that the Board of Trustees approve a two-year agreement with Vintage Tech to recycle electronics at the 2010 and 2011 Recycling Extravaganzas.

DG:dg ECC Memo - Electronics Vendor Approval.doc

attachments: Agreement, email, letter and equipment list

## **ELECTRONICS RECYCLING AGREEMENT**

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village") and Vintagetech Recyclers of Plainfield, Illinois (hereinafter referred to as the "Recycler") on the 18th day of March, 2010.

**WHEREAS**, the Village wishes to assist its residents in disposing of certain household electronic items that are recyclable but that cannot be recycled through curbside pick up; and

**WHEREAS**, on TBD, the Village will conduct a "Recycling Extravaganza" by inviting Village residents to bring those recyclable items that cannot be disposed of through curbside pick up to the Lombard Municipal Complex at 255 E. Wilson Avenue, Lombard, Illinois for pick up by an electronics recycler who will properly recycle the items; and

**WHEREAS**, the Recycler is engaged in the business of collecting items for recycling purposes and wishes to participate in the Recycling Extravaganza for its own benefit and profit.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein the Village and Recycler agree as follows:

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

**APPLIANCES:**

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

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

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

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

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

DOWNSTREAMS – shall mean companies that the Contractor sends materials to for further dismantling, refurbishing or recycling.

ELECTRONIC ITEMS – shall include EEDs, CEDs and all printers, battery back-ups, portable stereos, telephones, radios, wires, calculators, copiers, fax machines, voting machines, typewriters, blenders, fans, microwaves, toasters, toaster ovens and miscellaneous small items with a cord or a computer chip.

ELIGIBLE ELECTRONIC DEVICES (EED) –shall mean the following devices: mobile phone, computer cable, mouse, or keyboard; stand alone fax; MP3 players; PDA; video game console; video cassette player/recorder; DVD player; zip drive or scanner. These are devices eligible for credit to the manufacturers through State of Illinois Environmental Protection Agency rules.

ERASURE – shall mean destroying data from data-containing devices, such as computers, to United States Department of Defense (DOD) standards and National Institute of Standards and Technology (NIST) standards. Methods of erasure may include, but are not limited to, DOD data overwriting software, magnetic degaussing, and breaking the device apart to render data permanently erased or destroyed beyond recovery.

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

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

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

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

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

WHEELED TRAILER – shall mean a standard metal container supported at its closed forward end by a truck or jack and supported in the rear by two "tandem" axles, each of which has dual wheels. The rear features door access to the inside of the trailer.

**Section 1:** The Recycler shall participate in the Recycling Extravaganza by making at least two trucks, two drivers, one fork lift operator, one pallet jack and all necessary manpower available between the hours of 8 a.m. and 5 p.m. at the Recycling Extravaganza for the purpose of taking possession of, removing and disposing of, through recycling, electronics items that are brought to that location by persons wishing to have such items recycled.

**Section 2:** The Recycler shall take possession of, remove and dispose of the following items at no cost to the Village:

- (A) Computers & peripherals including PCs, mainframes, modems, printers, monitors, terminals, drives (CD, tape & floppy), plotters, mouse, keyboards, scanners, software discs & CDs.
- (B) Office equipment & products including telephones, phone systems, answering machines, typewriters, calculators, adding machines, fax machines, copy machines, pagers, shredders and postage machines.
- (C) Entertainment & visual equipment including VCRs, stereo equipment, cameras, camcorders, video game players and joysticks.
- (D) Miscellaneous items including humidifiers, power tools, all small appliances such as toasters, toaster ovens, blenders, blow dryers, curling irons, irons, electric knives and food processors.

**Section 3:** Recycler shall, after removing such items from the aforementioned location, legally dispose of them by approved recycling methods and may collect and retain any compensation paid for said items to be recycled.

**Section 4:** The Village agrees to pay Recycler an amount of one thousand dollars (\$1,000.00) to staff and coordinate all logistics and processing of the Electronic Equipment Collected from the Extravaganza. The fee for 2011 will be one thousand five hundred dollars (\$1,500.00).

**Section 5:** The Village shall provide one fork lift to assist in distributing said items among participating recyclers at the Recycling Extravaganza.

**Section 6:** The Recycler shall indemnify and hold harmless the Village, their officers, agents, employees, successors and assigns from lawsuits, actions, costs (including attorneys' fees), and claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of the Recycler, its officers, agents and/or employees arising out of, or in performance of, this Agreement.

**Section 7:** This agreement will serve as a two year commitment covering the Recycling Extravaganzas for calendar years 2010 and 2011. Vintage Tech will allocate manufacture credits to cover the cost of the electronic recycling for but not limited to the EEDs and CEDs collected as defined by the state law.

**Section 8:** A certificate of insurance must be provided for the following coverage for commercial general liability:

\$1,000,000	Bodily injury, each person, each occurrence
\$3,000,000	Bodily injury, aggregate, each occurrence
\$ 500,000	Property Damage Liability, each person, each occurrence
Statutory	Workers' Compensation
\$ 500,000	Employees' Liability, per occurrence

naming the Village and their respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled or changed without providing thirty (30) day's prior written notice. Certificates of insurance must be presented to:

Village of Lombard  
Attn: David Gorman, Asst. Dir. of Public Works  
255 E. Wilson Avenue  
Lombard, Illinois 60148

This Agreement is executed on behalf of the Village and the Recycler by the duly authorized agents of each.

FOR THE RECYCLER

FOR THE VILLAGE

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

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

Its \_\_\_\_\_

ATTEST:

ATTEST:

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

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

Its \_\_\_\_\_

## Gorman, Dave

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**From:** Karrie Gibson [karrie.gibson@vintagetechrecyclers.com]  
**Sent:** Tuesday, February 02, 2010 1:29 PM  
**To:** Gorman, Dave  
**Subject:** Letter of Intent!  
**Attachments:** CED and EEd list for the law.pdf; Village of Lombard 2010.pdf

Hi Dave,  
Please find the attached letter per our conversation. The contract will be complete this week for you to review.

We at Vintage Tech have been allocated weight by manufactures to help them comply with the new Illinois Legislation. We are one of the few electronic recyclers that were chosen by Manufactures to help them service the new law. The weight that were are able to allocate to the Village of Lombard will come from Samsung. We are able to extend 200,000 lbs to the Village of Lombard to cover the cost of recycling for the electronics collected. We will be offering a two year contract for service as we are expected to sign commitments to cover the Samsung agreement on weight for the electronic recycling program compliance they are responsible for in our state. If you or the committee have any additional questions please call us at your convenience.

Sincerely,

*Karrie Gibson*

Karrie Gibson

President

free 866-664-5212

p 815-609-7013

c 630-640-1968

f 815-609-7015

[www.vintagetechrecyclers.com](http://www.vintagetechrecyclers.com)



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Vintage Tech Recyclers, Inc.  
25503 Ruff Street - Unit C  
Plainfield, IL 60585  
Ph. 815-609-7013  
Fx. 815-609-7015  
[www.vintagetechrecyclers.com](http://www.vintagetechrecyclers.com)

Jan 26<sup>th</sup>, 2010

Village of Lombard  
Dave Gorman, Asst. Director of Public Works  
255 E. Wilson Ave  
Lombard, Illinois 60148

Dear Dave,

First, we would like to thank the Village of Lombard for the opportunity to continue our partnership in the responsible recycling of Electronics for your residents.

Vintage Tech has almost five years of experience processing and recycling electronics for several counties, cities, and municipalities who operate similar programs. We won an award in 2008 for "The Most Outstanding Electronics Recycling Program" (from *Illinois Recycling Association*), and we have received 5 state grants from the Department of Commerce & Economic Opportunity (DCEO).

We at Vintage Tech Recyclers were allocated weight from OEM's to cover the recycling fees for electronic recycling in the State of Illinois for residential collection. Therefore, we are able to extend this offer to the Village of Lombard without charging recycling fees for the EED's and CED's as the manufactures will be responsible for those fees.

We are asking the Village of Lombard for \$1,000.00 to help offset the cost for 12 Vintage Tech employees and the transportation costs for 4 53ft semi trucks. We will include the following for you within the cost mentioned above:

- ~12 employees for 8 hours to service the event – additional employees or hours will increase the overall cost
- ~4 semi trailer to be placed on-site for the event
- ~Reserve 200,000 lbs of CED's and EED's to be paid by the OEM- see attached list

The Village is not responsible for collecting 200,000 lbs of equipment this is intended to be a protective measure in the event this is a larger than expected volume turn out at the collection site. Any unused credits will be applied toward another county or municipality program in 2010.

Sincerely,

A handwritten signature in black ink, appearing to read "Karrie Gibson", is written over a light blue background.

Karrie Gibson  
President  
Vintage Tech Recyclers, Inc.  
630-640-1968

Be Green to keep our Earth Blue.



## CED'S & EED'S Covered under OEM

### Equipment

Desktop PCs (CPU)  
Laptop PCs  
Monitors (CRT & LCD)  
Keyboards  
Mice  
LCD Monitors  
Cords & Cable (power, USB, etc.)  
Hard drives & misc. PC components  
CD ROM/DVD/Zip/Tape drives  
Printers (laser, ink jet)  
TVs  
Console TV's  
VCR's/DVD players  
Handheld electronic organizers/games  
Video game players  
Joysticks/ Game controls  
Cameras (film and digital)  
Camcorders  
Radios/ Stereos  
Portable CD players  
Typewriters/ Word Processors  
Fax Machines  
Scanners  
Telephones  
Pagers