



TO: Committee of the Whole – City Services

FROM: Scott A. Haines, Public Properties and Services Superintendent

DATE: October 14, 2020

RE: Resolution 20-120-R: Authorizing an Intergovernmental Agreement Between the City of Batavia and the County of Kane for Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP 20-017) With US Ecology

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**Background**

In 2018 we entered into the intergovernmental agreement with Kane County to join them in their collection efforts to reduce common household hazardous waste (HHW) items. These items often end up in our landfills or in our sewers. This program has successfully given residents an opportunity to dispose of HHW items properly without leaving their house. Since June 2018 we have been able to service 268 residents. The funding for this program is included in our Refuse and Recycling Program contract in which our contractor is required to pay \$3/household. This August we invoiced our contractor for 8,824 households at a total of \$26,472.00. From this amount, \$25,000.00/year would be paid to Kane County; \$22,500.00 will fund the collection costs and \$2,500.00 would be used directly for administering the program. In Year One (June 2018-May 2019) we serviced 127 homes with the collection cost being \$15,435.00; Year Two (June 2019-May 2020) we serviced 77 homes with the collection cost being \$10,675.00; and during Year Three (June 2020-September 2020) we have serviced 64 homes in only four months.

When we started the program, we provided \$35,000 to Kane County and the funds were used over the past two years instead of annually per the agreement; those funds were depleted in May, 2020 and since June Kane County has been covering the cost of the program for the City of Batavia with the understanding that we need to bring the agreement back for a revision. This amendment contains changes all within Section 3: (A) regarding the annual payment amounts, and (C) outlining all the other various programs Kane County provides that Batavia residents utilize. Since June 2018, 504 residents have dropped off electronic items at the monthly Saturday collection events, and 2,661 Batavia residents have dropped off electronic items at the Fabyan Parkway site.

**Reminder how the Program Works**

US Ecology is the contractor for the HHW program. Our resident can call US Ecology's toll-free number to request collection of HHW items. US Ecology obtains the resident's contact information and address for addition to the list. If the list is full for the upcoming month, US Ecology will give the resident an estimate of the next month for which there are open slots. After the list for a given month is full, US Ecology will email the list to me for verification of residency within the City's corporate boundaries. Once the list of collection locations is finalized, US Ecology will mail out the 30-gallon bag and kit with labels and instructions. US Ecology will call a day prior to the scheduled collection date to remind residents to place the bag on the porch or driveway. Residents are allowed to use the program only once a year. Acceptable items include aerosol products, cleaning products, fluorescent bulbs, and pesticides. To keep the per resident stop at or below the allowable weight of 70 pounds, batteries and motor oil are not accepted in the program; there are already drop off locations for these items in Batavia. Pharmaceuticals will not be collected, as the Batavia Police Department already offers a

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program to accept those items from residents. Latex paint is not included since it is collected with regular refuse collection after being completely dried out.

**Agreement with Service Provider and County**

The terms that follow are unchanged from when this program was initially presented in 2018. The attached agreement between EQ Industrial Services dba US Ecology (the “Service Provider”), City of Batavia (the “City”), and County of Kane (the “County”) provides services for home collection of HHW. The County’s current operating contract with the Service Provider runs through March 31, 2022. The Service Provider will provide year-round monthly home collection of HHW to eligible residents within the corporate boundaries of the City of Batavia. All HHW will be transported to a registered facility for processing. The County Recycling Coordinator will administer the program including invoices, usage, and reporting.

Current cost per stop is \$100.00 for recyclable HHW and \$125.00 for mixed HHW; excess waste over 70 pounds will be charged \$5.00 per pound. Past experience of other communities has shown that the majority of the stops consisted of mixed HHW. The City is responsible for program costs that exceed \$31,500.00 per year.

**Recommended Committee and Council Action**

Recommend approval of Resolution 20-120-R authorizing an Intergovernmental Agreement between the City of Batavia and the County of Kane for Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP 20-017) with US Ecology

Attachment

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 20-120-R**

**AUTHORIZING EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BATAVIA, ILLINOIS, AND  
THE COUNTY OF KANE, ILLINOIS,  
FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES AND RIDER TO  
THE OFFER TO CONTRACT (RFP 20-017)  
WITH US ECOLOGY**

**WHEREAS**, the City of Batavia has determined the need to provide collection of Household Hazardous Waste for its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the agreement between the City of Batavia, Illinois, and the County of Kane, Illinois, and rider to the offer to contract (RFP 20-017) with US Ecology attached hereto as Exhibit A

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 2nd day of November, 2020.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 2nd day of November, 2020.

\_\_\_\_\_  
 Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

\_\_\_\_\_  
 Ellen Posledni, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF BATAVIA AND THE COUNTY OF KANE  
FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES  
AND RIDER TO THE OFFER TO CONTRACT (RFP 20-017) WITH US ECOLOGY**

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between EQ Industrial Services, Inc. dba US ECOLOGY (hereinafter referred to as the “Service Provider”), the CITY OF BATAVIA, ILLINOIS, a municipal corporation (hereinafter referred to as the “City”), and COUNTY OF KANE, ILLINOIS (hereinafter referred to as the “County”) for provision of services for home collection of Household Hazardous Waste (HHW).

WITNESSETH

WHEREAS, the City and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the City and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the City and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Kane County Solid Waste Management Plan, adopted by the Kane County Board in 1992 and most recently updated in 2015 recommends that the County develop and maintain programs for collection and proper management of household hazardous waste (hereinafter referred to as “HHW”) ; and

WHEREAS, the County holds a current service contract (hereinafter referred to as the “Current Operating Contract”) covering the period April 1, 2017 to March 31, 2022, with a properly registered and authorized Service Provider, for collection, recycling and proper disposal of HHW; and

WHEREAS, the City has a budget line for HHW programs and been invited to partner with the County in order to provide service to the residents of the City under the County’s Current Operating Contract with the Service Provider.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City, the County, and the Service Provider agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are hereby incorporated into this agreement in their entirety.

**SECTION 2. SCOPE OF SERVICES**

- (A) There is a current operating contract in force at the time of this Agreement with EQ Industrial Services, Inc. dba US Ecology, a properly registered Service Provider, and the County.
- (B) The Service Provider agrees to provide services to the City, under the same terms and conditions that are contained in its current operating agreement with the County and hereby amends the current Offer to Contract Form (RFP 20-017) including all Riders to date (Res: 17-161, 17-254, 18-130, 20-68) to include services provided to the City.
- (C) The Service Provider delivers year-round monthly home collection for HHW to eligible communities within Kane County, including: scheduling, sending out kits, reminder calls, collection, and reporting. Each household will be allowed to use the program once each calendar year. All HHW will be transported to a registered facility for processing.
- (D) The Service Provider will track, report, and invoice City of Batavia users separately.
- (E) The eligible areas include residents within the corporate boundaries of the City. Residents in Unincorporated areas are not eligible for the program. Service Provider agrees to send the list of addresses to the City for verification prior to sending out packets and providing service.
- (F) Materials accepted include the following:
- Aerosol products
  - Antifreeze
  - Auto fluids
  - Ballasts (non-PCB & PCB)
  - Blacktop sealer - oil based
  - Cleaning products
  - Cooking Oil
  - Fire Extinguishers
  - Fluorescent bulbs (tubes and CFLs)
  - Gasoline & oil/gas mixtures
  - HID (headlight bulbs)
  - Hobby & photo chemicals
  - Lawn chemicals
  - Mercury containing Devices (thermostats, etc.)
  - ( we have a list of drop off sites for used motor oil listed on our website)Oxygen tanks
  - Paint (Oil-based paints, stains, varnishes)
  - Pesticides, poisons, herbicides, insecticides
  - (drop off at City Hall)Pool chemicals
  - Propane tanks
  - Resins, Glues, Adhesives
  - Smoke Detectors
  - Solvents

## (G) Limitations

- a. Batteries will not be accepted for collection under this program. The City has two drop off sites for household batteries and a few for auto batteries listed on their website.
- b. Motor Oil will not be accepted for collection under this program. The City has a list of drop off sites for used motor oil listed on their website.
- c. Pharmaceuticals and medications will not be accepted for collection under this program. The City has a drop off site at City Hall.
- d. Latex Paint will not be accepted for collection under this program. Residents may use the other options for latex paint disposal to be included in the packet.

## (H) Other Items not accepted include the following:

- Acetylene cylinders
- Ammunition, explosives or fireworks
- Biological or medical waste
- Business generated waste
- Foam cylinders (Part A/Part B)
- MAPP gases
- Pharmaceuticals/medications
- Radioactive Material
- Syringes/needles
- Farm machinery oil

## (I) Service Fees in the Current Operating Contract are as follows:

1. Fee per stop for Universal Waste (Recyclable waste) only - \$100 per resident stop.
2. Fee per stop for Universal Waste and HHW (mixed waste) - \$125 per resident stop.
3. Excess Waste Pick-up Fee - \$5.00 per lb. exceeding 70 lbs. per resident stop, excluding latex paint, which will be exempt from being counted as excess pounds.

## (J) The County Recycling Coordinator will administer the program including processing invoices, tracking the City resident's usage, providing timely reports to the City, invoicing the City as applicable and as provided for in Section 3 below. The County Recycling Coordinator will handle public response and outreach pertaining to the program.

**SECTION 3. PAYMENT FOR SERVICES**

## (A) The City has 8824 homes within the service area (as of 7/1/20) and receives Three Dollars (\$3) per household per year from the waste hauler contract agreement. Therefore the City shall pay Twenty-Five Thousand Dollars (\$25,000) per budget year to the County towards this program, in one lump-sum payment, to be paid within 60 days of receiving an invoice from the County. Of that total amount:

- a. Twenty-two Thousand, Five Hundred Dollars (\$22,500) will be assigned to cover program costs as invoiced by the Service Provider to the County, and
- b. Two Thousand, Five Hundred Dollars (\$2,500), a 10% administrative fee will be retained by the County for services listed in Section 2. (J).

## (B) At the outset of Program Year Three (June 2020 – May 2021) a credit balance on the program funds remains of \$5,390, which will be applied to the invoice, adjusting the annual payment to be made for Program Year Three to be a total of Nineteen Thousand, Six Hundred and Ten Dollars (\$19,610). For future program years, the amount will be set as above in Section 3. (A).



- (C) Should the actual program costs arising from service to City residents exceed the amount of Twenty-two Thousand, Five Hundred Dollars (\$22,500) within the program year, the County reserves the right to invoice the City for the exact balance, to be paid within 60 days.

Annual funds less the HHW home collection service program costs will support the delivery and maintenance of residential recycling programs provided by the County that benefit and serve all residents of Batavia. These programs include:

- a. Kane County Recycling Programs: Household Hazardous Waste Programs, Electronics Recycling, Book Recycling, Document Shredding, Extravaganza, Compost Bins.
- b. Education and Outreach: KC Recycles Green Guide, KCR Website, Kane County Connects, Public response (emails and phone calls), presentations to City of Batavia civic groups.
- c. Other projects: Kane County Solid Waste Plan and achievement of goals, Hauler licensing & data collection, Recycling Ordinance enforcement, State level collaboration (for example: IEPA programs), technical assistance for waste hauler contracts and cart tagging programs.
- d. Special Services to Municipalities and Townships: Annual free tire recycling collection for dumped tires, free electronics recycling (for dumped TVs and electronic equipment) year-round.

#### **SECTION 4. CHANGES**

The County or the City 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 the County and the City shall be incorporated only in written amendments to this Agreement.

#### **SECTION 5. TERMINATION**

- (A) Default. This Agreement may be terminated in whole or in part in writing by any party provided that no such termination may be effected unless the other parties are given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (B) In the event of termination by any party, an equitable adjustment shall provide for payment to the County or Service Provider for services rendered prior to the termination.

#### **SECTION 6. REMEDIES**

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

#### **SECTION 7. HOLD HARMLESS**

The City agrees to assume all risk of loss and to indemnify and hold the County and the Service Provider, 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 City's negligent or intentional acts or omissions.



**SECTION 8. SEVERABILITY**

The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

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.

**COUNTY OF KANE**

**CITY OF BATAVIA**

By \_\_\_\_\_  
Christopher J. Lauzen  
Chairman, County Board  
Kane County, Illinois

By \_\_\_\_\_  
Jeffery D. Schielke  
Mayor  
City of Batavia, Illinois

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

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

**EQ Industrial Services, Inc. dba US Ecology**

By \_\_\_\_\_  
Lisa McLeod  
Contract Analyst 1  
EQ Industrial Services, Inc. dba US Ecology

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