

**FIRST AMENDMENT OF THE ELECTRONIC PRODUCTS RECYCLING AGREEMENT
BETWEEN THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS AND ELECTRONICS
RECYCLERS INTERNATIONAL, INC.**

THIS FIRST AMENDMENT OF THE ELECTRONIC PRODUCTS RECYCLING AGREEMENT BETWEEN THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS AND ELECTRONICS RECYCLERS INTERNATIONAL, INC. (hereinafter referred to as "First Amendment") is made this 18th day of October 2018 between the Solid Waste Agency of Lake County, Illinois (hereinafter referred to as "Agency") and Electronics Recyclers International, Inc. (hereinafter referred to as "ERI").

WHEREAS, on April 26, 2016 the Agency and ERI entered into an Electronics Products Recycling Agreement (hereinafter referred to as "Agreement") regarding the recycling of certain electronic products collected on behalf of the Agency; and

WHEREAS, on August 25, 2017 the Governor signed the Consumer Electronics Recycling Act (CERA), which modernizes many elements of the electronics recycling program in Illinois by establishing a convenience standard for electronics recycling which will ensure a minimum number of collection locations in each participating Illinois county; and

WHEREAS, CERA created the Manufacture Clearinghouse which has assigned ERI to be the sole provider of transportation and processing service to all SWALCO residential electronics collection program locations for program year 2019; and

WHEREAS, CERA allows for County and Municipal Joint Action Agencies to enter into agreements with recyclers to establish service specifications for their programs; and

WHEREAS, SWALCO and ERI currently have an Agreement in place whereby ERI is to provide transportation and processing service to all SWALCO residential electronics collection program locations.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Agency and ERI:

1. Mutually agree to amend the Agreement as specified in Exhibit A.
2. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect. If any provisions of the Agreement and this Amendment are inconsistent, the terms and conditions of this Amendment shall apply and supersede the terms of the Agreement.

IN WITNESS WHEREOF, the Agency and ERI have caused this First Amendment to be executed in their respective names, have caused their respective corporate seals to be hereto affixed, and have caused this Second Amendment to be attested, all by their duly authorized officers and representatives, and the Agency and MPC have caused this Second Amendment to be dated as of the date and year first written above.

Solid Waste Agency of Lake County, Illinois

By: 
Chairman

Electronics Recyclers International, Inc.

By: 

Attested:

By: 

Attested:

By: 



EXHIBIT A.



Hi Pete and Walter,

Per our discussion, please see our updated proposal for 2019.

ERI is able to continue offering service to SWALCO Provided SWALCO remains assigned to ERI through the Manufacturer Clearinghouse:

- No limit on volume of CEDs received through SWALCO's approved locations.
- Approved locations in 2019 include:
 - a. City of Highland Park
1180 Half Day Rd.
Highland Park, IL 60035
 - b. Grant Township
26545 Molidor Rd.
Ingleside, IL 60041
 - c. Village of Grayslake
585 Berry Ave.
Grayslake, IL 60030
 - d. Prairieland Disposal and Recycling
2988 N. Pepper Rd
Lake Barrington, IL 60010
 - e. Groot Industries
40 Porter Dr.
Round Lake Park, IL 60073
 - f. Advanced Disposal
2230 Ernie Kruger Circle,
Waukegan, IL 60087
 - g. WM Antioch
22333 W. Rte 173
Antioch, IL 60002
- CEDs will be recycled at \$0.00 provided they are sorted as follows:
 - a. CED Wood/Projection TVs
 - b. CED CRTs (TVs/Monitors)
 - c. CED Flat Panel (TVs/Monitors)
 - d. CED Ewaste
 - e. CED Desktop/Laptops



f. Non-CED material

- Non-CEDs will be charged at \$.15/lb with the exception of Wood Non-CED e-waste and Microwaves charged at \$.25/lb
- Boxes and Pallets will be provided
- Trailers can be dropped onsite and swapped out when maximized.
- SWALCO sites will need to properly package electronics in a safe manner, using pallets, boxes, and/or wrap. All items must be packaged on the truck by your staff.
- Trailers are expected to be 18,000 lbs per load. Following quarterly review, ERI can notify SWALCO of average weights under 18,000 lbs over the evaluation period, ERI can choose to bill SWALCO a per shipment Charge per the schedule below for all trailers below 17,500 lbs. SWALCO will have the opportunity to review the estimates:

Average Weight	Price per shipment.
17,500 lbs or more	\$0.00
17,000 lbs – 17,499 lbs	\$100.00
16,000 lbs – 16,999 lbs	\$200.00
15,000 lbs – 15,999 lbs	\$300.00
14,000 lbs – 14,999 lbs	\$400.00
13,000 lbs – 13,999 lbs	\$500.00
<13,000 lbs	\$600.00

- SWALCO will encourage residents to remove batteries from all electronic devices and educate sites to remove any and all packaging.

Regards,

David Hirschler
Director of OEM, Sustainability, & Legislative Affairs
ERI