



SOLID WASTE AGENCY OF LAKE COUNTY, IL

MEMORANDUM

To: Michael Talbott, Chairman, Executive Committee

From: Walter S. Willis, Executive Director *WSW*

Subject: December 2018 Meeting Notice Information

Date: December 7, 2018

Attached you will find the agenda for our next meeting on December 13th, the minutes from the October 4, 2018 meeting, and the referenced consent, action and information items.

Most of the meeting will be dedicated to interviewing the planning consultants, we will have a quick EC meeting prior to the interviews of RRS (12:30 pm) and eunomia/APTIM (1:30 pm).

Please let Amy Bartemio know if you will be attending, we will be ordering in pizza for the meeting.

SOLID WASTE AGENCY OF LAKE COUNTY, IL
EXECUTIVE COMMITTEE
Thursday, December 13, 2018 12:00 pm
1311 N. Estes Street Gurnee, IL 60031

1. CALL TO ORDER.....Chairman Talbott
2. ROLL CALLSecretary
3. APPROVAL OF MINUTES
October 4, 2018
4. NEW AGENDA ITEMS
5. PUBLIC COMMENT ON AGENDA ITEMS
6. EXECUTIVE COMMITTEE ITEMSChairman Talbott

Consent Item

1. Expenditure Reports (*September & October 2018*)

Action Items

1. MRF Study for Chicagoland Market – cost increase

Information Items

1. HCW Collection Event Schedule for 2019

Plan Update Vendor Interviews

1. RRS begins at 12:30 pm
2. eunomia/APTIM begins at 1:30 pm

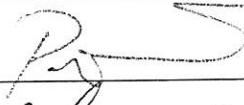
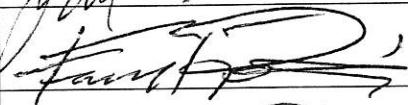
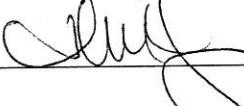
7. EXECUTIVE SESSION - *None*

8. ADJOURNMENT

**SOLID WASTE AGENCY OF LAKE COUNTY (SWALCO)
EXECUTIVE COMMITTEE**

SIGN IN SHEET

October 4, 2018

COMMUNITY	REPRESENTATIVE	TITLE
ELLIS		VILLAGE MANAGER
HEWITT		PUBLIC WORKS DIRECTOR
MUETZ		VILLAGE ADMINISTRATOR
NORRIS		MAYOR
ROTHING		VILLAGE PRESIDENT
TALBETT		VILLAGE ADMINISTRATOR
WAGENER		TRUSTEE
WARDA		SENIOR PLANNER
WERFEL		LAKE COUNTY BOARD
RYBACK		SWALCO BOD CHAIRMAN

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REPRESENTATIVE		SWALCO EXECUTIVE BOARD VOTING RECORD/10.04.18													
		Expenses June, July 9 Aug 2018		APTIM Proposal Approval		SWMP RFQ Issuance (\$40k max)		7 Generations (\$15k) proposal for F12019 - School initiative Zero waste		Funding Req for MRF Capacity Study for F12019 (\$15k)		2019 Budget review & issuance to BOD		Capital Funds Transfer for F/2018 (\$20,698)	
Attendance		A	N	A	N	A	N	A	N	A	N	A	N	A	N
	MIKE ELLIS	A													
	MIKE HEWITT	A													
✓	PATRICK MUETZ	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
✓	JOHN NORRIS	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
✓	BUD ROTHING	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
✓	MICHAEL TALBETT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
✓	JOHN WAGENER	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
	NIMROD WARD	A													
✓	JEFF WERFEL	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		

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A = Absent

PUBLIC SIGN-IN SHEET

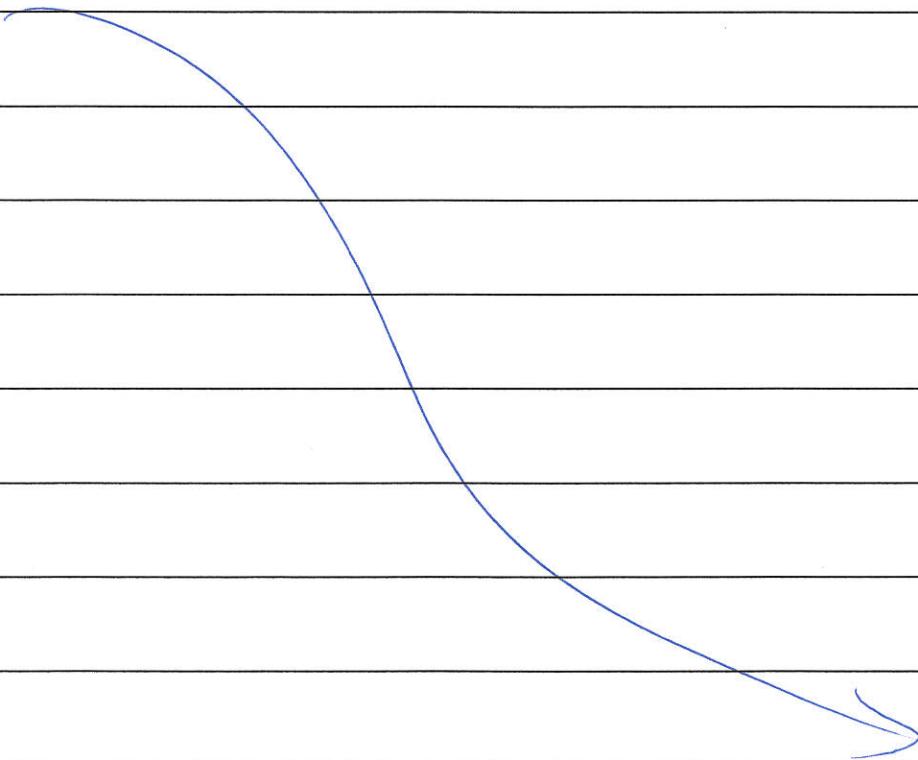
(Executive Committee Meeting)

Name

Address

Representing

None



Date: 10/04/18

MINUTES

SOLID WASTE AGENCY OF LAKE COUNTY, IL EXECUTIVE COMMITTEE Thursday, October 4, 2018 12:00 pm 1311 N. ESTES STREET, GURNEE, IL 60031

CALL TO ORDER

Chairman Talbott called the meeting to order at 12:01 pm with 6 members present.

APPROVAL OF MINUTES

Motion by *John Norris* seconded by *Pat Muetz* to approve the Executive meeting minutes of 07.19.18
Motion was unanimously approved.

NEW AGENDA ITEMS

PUBLIC COMMENT - *None*

EXECUTIVE COMMITTEE ITEMS – *None*

CONSENT ITEM

Expenditure Reports (June, July & August 2018).
Motion by *John Norris*, seconded by *Bud Rothing*.
Motion was approved.

ACTION ITEMS

1. APTIM Proposal. Plan update

Walter Willis discussed and presented a proposal from APTIM to assist in the development of the 2019 Plan Update, specifically Section 2, for a total of \$11,900. APTIM has assisted with the preparation of the 2009 and 2014 Plan Updates, and more specifically Section 2 of the Plan Update which focuses on presenting the demographic, waste generation and waste management data for Lake County. APTIM was previously CB&I (and before that Shaw Environmental, Inc.) and the same personnel that worked on the 2009 and 2014 updates are still part of the project team. Their knowledge of our data and previous working relationship are the primary reasons staff is not recommending that this part of the plan update not be competitively procured, as the other part of the Plan Update will be.

Motion by *John Wagener*, seconded by *John Norris* to recommend to the Board of Directors for contract approval.

Motion was approved on a roll call vote of 6 to 0.

2. 2019 Plan Update, Request for Qualifications

Walter Willis discussed and presented the proposed RFQ to hire a consultant to assist with the development and preparation of 2019 update to the Lake County Solid Waste Management Plan. Lake County was the very first county in the state to adopt a solid waste management plan in 1989 and has continued to be a leader in IL preparing and implementing plan updates. We were the first county to require the use of life cycle analysis as part of the local siting process to ensure that new facilities we allow to be built in Lake County are improving the local environment by reducing contamination related to greenhouse gases and other pollutants. This process was followed by Groot when it sited the Round Lake Park Transfer Station. This plan update will mark the 30th year of solid waste planning in Lake County, and with this plan update staff is recommending that we hire a firm with experience in circular economy resource planning to bring a more holistic viewpoint to the plan, and to develop strategies for helping to foster a stronger circular economy within Lake County. The consultant will also be expected to assess the plan with respect to greenhouse gases and which current and proposed programs are most effective at reducing greenhouse gases.

Motion by *John Norris*, seconded by *Bud Rothing* to recommend to the Board of Directors to issue the Request for Qualifications as presented.

Motion was approved on a roll call vote of 6 to 0.

3. Seven Generations Ahead Proposal, Zero Waste Schools

Walter Willis discussed and presented a proposal from SGA to provide matching funds for a Zero Waste schools initiative in Lake County. \$5,000 will be allocated in our 2019 FY Budget for this program. Earlier this summer Seven Generations Ahead (SGA), a non-profit located in Oak Park with extensive experience in implementing food scrap and recycling programs in schools (also the lead consultant on Lake County's jail food scrap program), contacted SWALCO about a grant it was working on with North Shore Gas. SGA wanted to know if we were interested in working with them in 2 to 3 schools in North Shore's service area in Lake County, and also whether we could add to the funding to increase the number of schools to 3 to 5. SGA did receive the grant for \$10,000 and is now requesting that SWALCO add to the funding by \$5,000 to allow for 1-2 more schools to be included. The schools we are targeting will be in towns with year-round food scrap service or a ride along program. The goal is to bring some synergy to the household and school-based food scrap programs and to also act as a model and goal for other schools in Lake county to follow.

Motion by *John Wagener*, seconded by *John Norris* to recommend to the Board of Directors the allocation of \$5,000 from the 2019 FY budget to fund efforts made towards the Zero Waste Schools initiative.

Motion was approved on a roll call vote of 6 to 0.

4. Study of Material Recovery Facility Capacity, Costs & Markets

Walter Willis discussed Whether to recommend to the Board of Directors that \$15,000 be included in the FY 2019 budget to work jointly with the Solid Waste Agency of Northern Cook County (SWANCC) on a study of MRF capacity, processing costs and markets in the Chicagoland market. At the July 19th meeting of the Executive Committee Walter Willis brought up for consideration a study of MRF processing capacity in the facilities that manage recyclables generated in Cook County and the surrounding counties. In addition, there was concern with the rising tipping fee costs at MRFs and the need to better understand how those cost increases may or may not end up being passed on through municipal franchise contracts. In general, there was a sense that the agency needed a better understanding of not only MRF capacity, but MRF processing costs and how they translate to monthly costs in franchise contracts, and markets for recyclables recovered in the Chicagoland market, where do the materials go and how stable are those markets.

Motion by *John Wagener*, seconded by *Bud Rothing* to recommend to the Board of Directors the allocation of \$15,000 from the 2019 FY budget for consulting fees to cover the study project.

Motion was approved on a roll call vote of 6 to 0.

5. Proposed FY 2019 SWALCO Budget

Walter Willis presented the final draft of FY 2019 budget, highlighting proposed expenditures and estimated revenues including the reviews of the cash replacement and cash balance funds. Proposed expenditures for FY 2019 are \$1,186,659 compared to \$1,055,073 in FY 2018, an increase of \$131,586 or approximately 12.5%. Please note the following: 1) a 2.85% salary increase was assumed (County staff recommended 2.85% increase, has yet to be voted on by County Board), 2) \$10,000 was budgeted for potential costs related to electronics collections under the new law, which does allow for transportation charges related to not meeting the 18,000 pound standard 3) the other primary increases in expenditures are one-time costs and include \$51,900 for consultants to assist with the 2019 plan update, \$25,000 to continue the business food scrap outreach program with Bright Beat, \$15,000 for the proposed MRF study, and \$5,000 for the Zero Waste schools consultant. Total FY 2019 revenues are estimated at \$1,117,822 compared to \$1,060,246 in FY 2018, an increase of \$57,576 or approximately 5.4%. Revenue from the landfill surcharge for FY 2019 is estimated at \$645,000 an increase of \$40,000 from last year as the volume at both landfills is trending upward due to the strong economy. The anticipated host fee from the Round Lake Park Transfer Station is \$63,450 per year, a slight decrease from last year. Other significant revenue increases include increased O&M payments (due to updates made by several members to their housing counts) of nearly \$10,000, an increase of \$18,940 in textile and shoe revenue, and an increase of \$20,600 in interest income (due to proposed investment of \$1.2M of cash balance funds in a CD). These increases were partially offset by lowered projections for miscellaneous revenues

mainly due to the assumption there would be no payments for recyclables, except for the volume bonus. Expenditures are expected to exceed revenues by \$68,837 (\$1,186,659 - \$1,117,822). As of August 13, 2018, the Cash Fund Balance was \$2,013,398. Executive Committee feedback will be incorporated into the final version and will be presenting at the Board of Directors later in October for approval.

Motion by *John Wagener*, seconded by *Bud Rothing* to adopt the FY2019 Budget and will be presented to full board later in October for approval.

Motion was approved on a roll call vote of 6 to 0.

- **Transfer of Funds from Capital Improvements to Cash Balance Fund**

Walter Willis discussed whether to transfer \$20,698 from the Capital Replacement Fund to the Cash Balance Fund to enable payment of the invoices. SWALCO's facility is approximately 16 years old and improvements and upgrades are going to become more common and will require expenditures from the Capital Improvement Fund. This item is requesting approval to fund two capital projects in FY 2018: Concrete work that includes curb and gutter work and pouring of a concrete pad by the rear loading door which incurs heavy forklift traffic. We wanted to complete this work in anticipation of the parking lot work next spring. We did request 2 quotes and are recommending we select Schroeder & Schroeder at a price of \$7,705. They were not the low bid, but were selected based on qualifications, and being an approved Lake County vendor. Replacement of both roof top air handling units. We only requested a quote from our current vendor, Cooling Equipment Service, Inc., who has worked on these units since the building was constructed, the quote is \$12,993 for removing and installing 2 new RTUs.

Further, it is recommended that the Capital Improvement Fund not be replenished and be allowed to remain at \$479,302 for the remainder of this fiscal year and all of FY 2019. The basis for this is that money kept in the Capital Improvement Fund cannot be used to purchase higher yielding CDs as we are recommending in the FY 2019 budget for money kept in the Cash Balance Fund. Prior to the FY 2020 budget the Executive Committee and Board of Directors shall determine whether to replenish the Capital Improvement Fund to a balance of \$500,000.

Motion by *John Wagener*, seconded by *John Norris* to recommend the transfer from the Cash Balance Fund to the Capital Replacement Fund to cover two capital projects in FY 2018.

Motion was approved on a roll call vote of 6 to 0.

INFORMATION ITEMS – *None*

NEXT EXECUTIVE COMMITTEE MEETING: Thursday, December 13, 2018 - 12:00 p.m.

NEXT BOARD MEETING: Thursday, October 18, 2018 - 6:00 p.m. Hainesville Village Hall, 100 N. Hainesville Road, Hainesville, IL 60030

ADJOURNMENT (12:42 p.m.): Motion by *John Norris* seconded by *John Wagener* to adjourn.
Motion was approved.

Memo to the Executive Committee

December 13, 2018

Consent - 1. Expenditure Approval

ISSUE: Approve Expenditures

RECOMMENDATION: We recommend approval

TIMING: Routine

BACKGROUND: The Board of Directors authorized the Executive Director to pay expenditures under \$20,000. The Executive Director submits the monthly expenditures to the Board for approval.

The total for Administration \$53,444.49; Education \$ 0.00 Household Chemical Waste \$27,425.40; Recycling \$ 0.00 **Total expenditures for September 2018 - \$ 80,869.89**

The total for Administration \$57,828.37; Education \$ 56.98 Household Chemical Waste \$23,087.57; Recycling \$0.00 **Total expenditures for October 2018 - \$ 80,426.92**

ENCLOSED DOCUMENTS: Account Analysis Report

STAFF: Walter Willis, Executive Director

Amy Bartemio, Executive Office Manager

SWALCO - SEPTEMBER 2018 EXPENDITURE REPORT

SWALCO 1- Solid Waste Prog-SWALCO Administration-Regular Salaries And Wages----			
Budget	380,342.040	Funds	58,934.33
Amount:		Available:	Beginning Balance for Period
			291,884.08
			Total Expenditures
			29,523.63
			Ending Balance for Period
			321,407.71
SWALCO 1- Solid Waste Prog-SWALCO Administration-Part Time Salaries And Wages----			
Budget	52,040.04	Funds	10,116.85
Amount:		Available:	Beginning Balance for Period
			37,777.63
			Total Expenditures
			4,145.56
			Ending Balance for Period
			41,923.19
SWALCO 1- Solid Waste Prog-SWALCO Administration-Special Pay----			
Budget	17,100.00	Funds	3,341.64
Amount:		Available:	Beginning Balance for Period
			12,507.60
			Total Expenditures
			1,250.76
			Ending Balance for Period
			13,758.36
SWALCO 1- Solid Waste Prog-SWALCO Administration-Miscellaneous Commodities----			
Budget	250.00	Funds	140.66
Amount:		Available:	Beginning Balance for Period
			0.00
			Total Expenditures
			109.34
			Ending Balance for Period
			109.34
SWALCO 1- Solid Waste Prog-SWALCO Administration-Consultants----			
Budget	48,000.00	Funds	-10,462.50
Amount:		Available:	Beginning Balance for Period
			56,381.25
			Total Expenditures
			2,081.25
			Ending Balance for Period
			58,462.50
SWALCO 1- Solid Waste Prog-SWALCO Administration-Trips and Training----			
Budget	8,400.00	Funds	4,940.32
Amount:		Available:	Beginning Balance for Period
			1,592.01
			Total Expenditures
			1,867.67
			Ending Balance for Period
			3,459.68
SWALCO 1- Solid Waste Prog-SWALCO Administration-Dues And Subscriptions----			
Budget	6,500.00	Funds	3,528.33
Amount:		Available:	Beginning Balance for Period
			2,061.67
			Total Expenditures
			910.00
			Ending Balance for Period
			2,971.67
SWALCO 1- Solid Waste Prog-SWALCO Administration-Electricity----			
Budget	15,000.00	Funds	4,996.80
Amount:		Available:	Beginning Balance for Period
			9,169.05
			Total Expenditures
			834.15
			Ending Balance for Period
			10,003.20
SWALCO 1- Solid Waste Prog-SWALCO Administration-Water And Sewer----			
Budget	300.00	Funds	90.65
Amount:		Available:	Beginning Balance for Period
			196.68
			Total Expenditures
			12.67
			Ending Balance for Period
			209.35
SWALCO 1- Solid Waste Prog-SWALCO Administration-Telephone----			
Budget	6,100.00	Funds	1,364.20
Amount:		Available:	Beginning Balance for Period
			4,258.88
			Total Expenditures
			476.92
			Ending Balance for Period
			4,735.80

SWALCO 1- Solid Waste Prog-SWALCO Administration-Cell Phone Allowance----				
Budget	660.00	Funds Available:	110.00	Beginning Balance for Period
Amount:				Total Expenditures
				55.00
Ending Balance for Period				
				550.00
SWALCO 1- Solid Waste Prog-SWALCO Administration-Equip Rental----				
Budget	3,700.00	Funds Available:	-1,735.02	Beginning Balance for Period
Amount:				Total Expenditures
				2,058.80
Ending Balance for Period				
				4,473.30
SWALCO 1- Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits----				
Budget	75,155.96	Funds Available:	11,295.24	Beginning Balance for Period
Amount:				Total Expenditures
				6,399.72
Ending Balance for Period				
				63,860.72
SWALCO 1- Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----				
Budget	33,076.98	Funds Available:	6,260.90	Beginning Balance for Period
Amount:				Total Expenditures
				2,574.45
Ending Balance for Period				
				26,816.08
SWALCO 1- Solid Waste Prog-SWALCO Administration-Retirement Benefits/IMRF----				
Budget	3,415.99	Funds Available:	439.68	Beginning Balance for Period
Amount:				Total Expenditures
				274.28
Ending Balance for Period				
				2,976.31
SWALCO 1- Solid Waste Prog-Administration-Miscell Contractual Services----				
Budget	11,250.00	Funds Available:	1,536.17	Beginning Balance for Period
Amount:				Total Expenditures
				719.74
Ending Balance for Period				
				7,713.83
SWALCO 1- Solid Waste Prog-Administration-Furniture And Office Equip----				
Budget	6,750.00	Funds Available:	966.23	Beginning Balance for Period
Amount:				Total Expenditures
				150.55
Ending Balance for Period				
				5,783.77
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Operational Supplies----				
Budget	15,000.00	Funds Available:	4,016.91	Beginning Balance for Period
Amount:				Total Expenditures
				824.52
Ending Balance for Period				
				9,133.11
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Consultants----				
Budget	151,900.00	Funds Available:	3,904.00	Beginning Balance for Period
Amount:				Total Expenditures
				20,576.80
Ending Balance for Period				
				89,068.50
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Garbage Disposal----				
Budget	8,900.00	Funds Available:	4,224.31	Beginning Balance for Period
Amount:				Total Expenditures
				170.08
Ending Balance for Period				
				3,076.42

SWALCO I- Solid Waste Prog-Household Hazard Waste-All Other Maintenance----			
Budget	17,750.00	Funds	-1,581.30
Amount:		Available:	
			Beginning Balance for Period
			13,317.25
			Total Expenditures
			5,419.00
			Ending Balance for Period
			18,736.25

SWALCO I- Solid Waste Prog-Household Hazard Waste-Miscell Contractual Services----			
Budget	4,000.00	Funds	503.00
Amount:		Available:	
			Beginning Balance for Period
			2,475.75
			Total Expenditures
			435.00
			Ending Balance for Period
			2,910.75

TOTAL EXPENDITURES \$ 80,869.89

SWALCO - OCTOBER 2018 EXPENDITURE REPORT

SWALCO 1- Solid Waste Prog-SWALCO Administration-Regular Salaries And Wages----			
Budget	380,342.040	Funds Available:	Beginning Balance for Period
Amount:			321,407.71
			Total Expenditures
			29,420.06
			Ending Balance for Period
			350,827.77
SWALCO 1- Solid Waste Prog-SWALCO Administration-Part Time Salaries And Wages----			
Budget	52,040.04	Funds Available:	Beginning Balance for Period
Amount:			41,923.19
			Total Expenditures
			4,502.92
			Ending Balance for Period
			46,426.11
SWALCO 1- Solid Waste Prog-SWALCO Administration-Special Pay----			
Budget	17,100.00	Funds Available:	Beginning Balance for Period
Amount:			13,758.36
			Total Expenditures
			1,250.76
			Ending Balance for Period
			15,009.12
SWALCO 1- Solid Waste Prog-SWALCO Administration-Office Supplies----			
Budget	1,250.00	Funds Available:	Beginning Balance for Period
Amount:			796.71
			Total Expenditures
			100.02
			Ending Balance for Period
			896.73
SWALCO 1- Solid Waste Prog-SWALCO Administration-Food and Provisions----			
Budget	1,750.00	Funds Available:	Beginning Balance for Period
Amount:			915.91
			Total Expenditures
			161.87
			Ending Balance for Period
			1,077.78
SWALCO 1- Solid Waste Prog-SWALCO Administration-Consultants----			
Budget	48,000.00	Funds Available:	Beginning Balance for Period
Amount:			58,462.50
			Total Expenditures
			7,069.75
			Ending Balance for Period
			65,532.25
SWALCO 1- Solid Waste Prog-SWALCO Administration-Trips and Training----			
Budget	8,400.00	Funds Available:	Beginning Balance for Period
Amount:			3,459.68
			Total Expenditures
			500.00
			Ending Balance for Period
			3,959.68
SWALCO 1- Solid Waste Prog-SWALCO Administration-Dues And Subscriptions----			
Budget	6,500.00	Funds Available:	Beginning Balance for Period
Amount:			2,971.67
			Total Expenditures
			347.00
			Ending Balance for Period
			3,318.67
SWALCO 1- Solid Waste Prog-SWALCO Administration-Advertising----			
Budget	0.00	Funds Available:	Beginning Balance for Period
Amount:			0.00
			Total Expenditures
			530.10
			Ending Balance for Period
			530.10
SWALCO 1- Solid Waste Prog-SWALCO Administration-Gas For Heating----			
Budget	14,000.00	Funds Available:	Beginning Balance for Period
Amount:			9,858.52
			Total Expenditures
			1,112.16
			Ending Balance for Period
			10,970.68

SWALCO I- Solid Waste Prog-SWALCO Administration-Electricity----				
Budget	15,000.00	Funds Available:	4,174.96	Beginning Balance for Period
Amount:				Total Expenditures
				821.84
				Ending Balance for Period
				10,825.04
SWALCO I- Solid Waste Prog-SWALCO Administration-Water And Sewer----				
Budget	300.00	Funds Available:	43.88	Beginning Balance for Period
Amount:				Total Expenditures
				46.77
				Ending Balance for Period
				256.12
SWALCO I- Solid Waste Prog-SWALCO Administration-Telephone----				
Budget	6,100.00	Funds Available:	886.75	Beginning Balance for Period
Amount:				Total Expenditures
				477.45
				Ending Balance for Period
				5,213.25
SWALCO I- Solid Waste Prog-SWALCO Administration-Cell Phone Allowance----				
Budget	660.00	Funds Available:	55.00	Beginning Balance for Period
Amount:				Total Expenditures
				55.00
				Ending Balance for Period
				605.00
SWALCO I- Solid Waste Prog-SWALCO Administration-Equip Rental----				
Budget	3,700.00	Funds Available:	-1,735.02	Beginning Balance for Period
Amount:				Total Expenditures
				25.46
				Ending Balance for Period
				4,498.76
SWALCO I- Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits----				
Budget	75,155.96	Funds Available:	4,894.34	Beginning Balance for Period
Amount:				Total Expenditures
				6,400.90
				Ending Balance for Period
				70,261.62
SWALCO I- Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----				
Budget	33,076.98	Funds Available:	3,666.65	Beginning Balance for Period
Amount:				Total Expenditures
				2,594.25
				Ending Balance for Period
				29,410.33
SWALCO I- Solid Waste Prog-SWALCO Administration-Retirement Benefits//MRF----				
Budget	3,415.99	Funds Available:	163.24	Beginning Balance for Period
Amount:				Total Expenditures
				276.44
				Ending Balance for Period
				3,252.75
SWALCO I- Solid Waste Prog-Administration-Miscell Contractual Services----				
Budget	11,250.00	Funds Available:	1,466.43	Beginning Balance for Period
Amount:				Total Expenditures
				569.74
				Ending Balance for Period
				8,283.57
SWALCO I- Solid Waste Prog-Administration-Computer System Software----				
Budget	1,946.05	Funds Available:	-906.23	Beginning Balance for Period
Amount:				Total Expenditures
				959.88
				Ending Balance for Period
				2,852.28

SWALCO 1- Solid Waste Prog-Administration-Furniture And Office Equip----				
Budget	6,750.00	Funds	906.23	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				60.00
				Ending Balance for Period
				5,843.77
SWALCO 1- Solid Waste Prog-Education-Operational Supplies----				
Budget	2,500.00	Funds	1,926.70	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				56.98
				Ending Balance for Period
				573.30
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Miscellaneous Commodities----				
Budget	500.00	Funds	45.47	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				216.44
				Ending Balance for Period
				454.53
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Consultants----				
Budget	151,900.00	Funds	2,905.63	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				17,895.87
				Ending Balance for Period
				106,964.37
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Garbage Disposal----				
Budget	8,900.00	Funds	4,224.31	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				170.08
				Ending Balance for Period
				3,246.50
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Motor Vehicle Maintenance----				
Budget	5,800.00	Funds	5,261.10	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				84.18
				Ending Balance for Period
				538.90
SWALCO 1- Solid Waste Prog-Household Hazard Waste-All Other Maintenance----				
Budget	38,448.00	Funds	10,454.70	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				4,331.00
				Ending Balance for Period
				23,067.25
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Miscell Contractual Services----				
Budget	4,000.00	Funds	503.00	Beginning Balance for Period
Amount:		Available:		
				Total Expenditures
				390.00
				Ending Balance for Period
				3,300.75

TOTAL EXPENDITURES \$ 80,426.92

A – 1. Study of Material Recovery Facility (MRF) Capacity, Costs and Markets in the Chicagoland Market

ISSUE: Whether to approve a \$5,000 increase in the cost of the MRF capacity, processing costs and markets study, to be split evenly with the Solid Waste Agency of Northern Cook County.

RECOMMENDATION: SWALCO staff recommends increasing the budget from \$30,000 to \$35,000. The impact to SWALCO is it raises our fifty percent share from \$15,000 to \$17,500.

BACKGROUND: At the October 4, 2018 Executive Committee meeting and the October 18, 2018 Board meeting the MRF study action item was approved by both boards. After more in depth discussions with APTIM, the company both agencies have agreed to use for this study, a formal scope of work was prepared by APTIM and it included a request for \$5,000 in additional funding. The proposed scope of work is predicated on SWALCO and SWANCC staff assisting with the market portion of the study, which we have the ability to do.

ENCLOSED DOCUMENTS: APTIM's Scope of Work for the MRF Study

STAFF: Walter Willis, Executive Director



APTIM
1607 E. Main St., Suite E
St. Charles, Illinois 60174
Tel: +1 630 762 1400
Fax: +1 630 762 1402

November 27, 2018

Mr. Walter Willis
Executive Director
Solid Waste Agency of Lake County
1311 N. Estes Street
Gurnee, Illinois 60031

Mr. David Van Vooren
Executive Director
Solid Waste Agency of Northern Cook County
77 W. Hintz Road, Suite 200
Wheeling, Illinois 60090

Subject: Material Recovery Facility Study

Dear Walter and Dave:

ApTim Environmental & Infrastructure, Inc. (APTIM) is pleased to provide this letter proposal to assist the Solid Waste Agency of Lake County (SWALCO) and the Solid Waste Agency of Northern Cook County (SWANCC) to complete a material recovery facility (MRF) study for the Chicago market area. Based on the scope of work developed by SWALCO and SWANCC and our subsequent discussions, APTIM proposes to complete the following tasks:

- **Chicago-area MRF interviews.** APTIM will seek to interview operators of the six primary MRFs operating in the Chicago market. Interviews will occur at the MRFs and include a tour, to the degree operators will agree to providing a tour of their facilities. The interviews will include discussion of contamination impacts, including slowing of sorting lines to address contamination and market value of recyclables; historical, current, and emerging markets for recovered commodities; understanding of the types of equipment operating in each facility and recent or planned new equipment; and factors that impact MRF costs and which generators and communities may have the ability to impact.
- **Economic analysis.** APTIM will gather cost data from available public sources including the case studies and other publicly owned facilities to the extent data is available on the cost per ton to process recyclables and compare that to current commodity revenues to determine the net cost for recyclables. That information will then be used to compute average costs per household under current market conditions. A sensitivity analysis will also be completed to show what happens when markets fluctuate to higher and lower values and when contamination increases or decreases in the incoming stream. It is assumed that historical processing costs, revenue shares, and commodity values will be provided by the Agencies for use in this analysis.
- **Case studies.** APTIM will develop three case studies for publicly owned MRFs in the Midwest. We propose to visit and interview the following MRFs: Kent County Recycling Center in Michigan, owned and operated by Kent County; Milwaukee MRF in Wisconsin, owned by City of Milwaukee and operated by Republic Services (formerly ReCommunity); and Tri-County Recycling Facility in Wisconsin, owned by Brown, Outagamie, and Winnebago Counties and operated by Outagamie County. These MRFs are proposed due to their relative proximity to the region, the size of their operation, and our relationships with the site operators to provide access to the facilities. The case studies will provide information on the size and operation of the MRFs, current challenges and recent changes in operations to address recycling market conditions, and review of contract terms and costs. APTIM recommends that SWALCO and SWANCC staff also attend the site tours to observe the facilities and their operation.

- **Market review.** APTIM will research and summarize proposed, developing markets for recyclables (e.g., new paper mills or plastics processors) to provide an understanding of potential near term (1-3 years) market changes. This information will be supplemented with data compiled by SWALCO and SWANCC regarding historical market prices for recyclable commodities and projected future trends in pricing based on pricing indices, published literature, and Agency data.
- **Summary PowerPoint presentation.** Research and findings will be summarized in a PowerPoint presentation for SWALCO's and SWANCC's use in presenting to their respective Boards of Directors. Any supporting or detailed information will be provided as a supplement to the PowerPoint. It is assumed that one draft version of the PowerPoint will be provided for review and comment prior to finalization of the presentation.

APTIM proposes to complete the identified tasks for a budget of \$35,000. Project costs will be billed on a time and materials basis in accordance with our standard fee schedule (attached). The proposed budget will not be exceeded without prior authorization. Work is proposed to be completed in accordance with the terms of our standard form Professional Services Agreement (PSA), which is attached for your review. If these terms are acceptable, please sign and return the PSA to me for execution. A copy of the PSA will be returned for your files and will serve as our notice to proceed.

We look forward to the opportunity to work with SWALCO and SWANCC on this project. If you have any questions, please feel free to contact me or Christina Seibert at (630) 762-1400.

Sincerely,

Aptim Environmental & Infrastructure, Inc.



Devin A. Moose, P.E. DEE
National Director, Solid Waste Consulting and Engineering

ATTACHMENT 1
STANDARD FEE SCHEDULE



**APTIM Environmental & Infrastructure, Inc.
2018 Fee Schedule**

<u>Title</u>	<u>Rate</u>
Principal	\$215.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager IV	\$180.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager III	\$160.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager II	\$140.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager I	\$125.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Professional Level III	\$105.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Professional Level II	\$95.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Professional Level I	\$80.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Technician	
Level IV	\$70.00
Level III	\$60.00
Level II	\$50.00
Level I	\$40.00
Administrative Assistant	\$56.00

Depositions and expert witness testimony, including preparation time, will be charged at 1.5 times the above rates.



**APTIM Environmental & Infrastructure, Inc.
2018 Fee Schedule**

<u>Title</u>	<u>Rate</u>
Vehicle (day) plus gas	\$75.00
Vehicle Expense (Cost +15%)	Cost 15%
Disposable Bailers (2")	\$8.00
Disposable Bailers (1")	\$7.00
Misc. Sampling Supplies (day)	\$45.00
Groundwater Sampling Tubing (foot)	\$0.35
Caution Tape (roll)	\$18.00
Encore Sampler (each)	\$8.00
QED 0.45 Micron Disposal Filters (each)	\$18.00
Steel Well Lock (each)	\$8.00
2" Grippers (each)	\$25.00
Disposable Camera (each)	\$10.00
Laptop Computer (day)	\$75.00
LCD Projector (day)	\$100.00
Projection Screen (day)	\$25.00
Digital Camera (day)	\$20.00
Camcorder (day)	\$15.00
Tripod (day)	\$15.00
Soil Probe (day)	\$25.00
Interface Probe (day)	\$45.00
Water Level Indicator (day)	\$45.00
Infrared Thermometer (day)	\$10.00
PID (day)	\$90.00
Slug Test Equipment (day)	\$125.00
Nasal Ranger Scentometer (day)	\$75.00
Air Compressor Controller Sampling System (day)	\$160.00
Cond./Temp/pH Meter (day)	\$35.00
Multi-Parameter Water Quality Meter (day)	\$80.00
GEM-500 (day)	\$125.00
Drager Bellows Pump (day)	\$10.00
Water Purge Pump (day)	\$30.00
Lo-Flow Sampling Pump (Peristaltic Type) (day)	\$95.00
4-Gas Meter (day)	\$20.00
Tyvek Suit (Jump suit, gloves, boots) (day)	\$35.00
Hand Auger (day)	\$25.00
Sludge Judge (day)	\$35.00
Laser Level (day)	\$45.00
Field Boat (day)	\$50.00
Reimbursables, (Cost +15%)	Cost 15%
Communication/Shipping/Routine Copying	+ 3% of total gross labor

Fee Schedule Rates are subject to change without notice.

Monthly invoices are to be paid according to the contract.
Interest will be charged on late payments.

ATTACHMENT 2
PROFESSIONAL SERVICES AGREEMENT

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
PROFESSIONAL SERVICES AGREEMENT
TIME AND MATERIALS BASIS

1. SERVICES: Aptim Environmental & Infrastructure, Inc. ("APTIM") a Louisiana corporation, agrees to perform for the undersigned CLIENT professional environmental, health and safety, consulting and/or analytical services ("Services") described in attached Proposal dated November 27, 2018 and/or as follows:

Material Recovery Facility Study,
all in accord with the following terms and conditions.

2. FEES, INVOICES AND PAYMENTS: The Services will be performed on a time and materials basis, with compensation due for all goods and Services provided by CB&I, computed in accord with currently-in-effect CB&I rates for Time & Material work. CB&I's particular applicable T & M Rate Sheet for the Services will be attached hereto. Invoices will be submitted by APTIM no more frequently than every two weeks, with payment due upon CLIENT'S receipt of invoice. Payment shall be in U.S. Dollars. CLIENT shall be responsible for payment (without deduction or offset from the total invoice amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against APTIM or its employees by any government or taxing authority. A service charge equal to one and one-half percent (1 ½ %) per month, or the maximum rate permitted by law, whichever is less, will be added to all accounts which remain unpaid for more than thirty (30) calendar days beyond the date of the invoice. Should there be any dispute as payments to be made on a percent complete basis to any portion of an invoice, the undisputed portion shall be promptly paid.

In the event APTIM is requested or authorized by CLIENT, or is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services performed under this Agreement, CLIENT agrees, so long as APTIM is not a party to the proceeding in which the information is sought, to reimburse APTIM for its professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests.

3. CLIENT'S COOPERATION: To assist APTIM in performing the Services, CLIENT shall (i) provide APTIM with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with APTIM when requested, (iii) permit APTIM reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENT's

employees in APTIM's activities, and (v) notify and report to all regulatory agencies as required by such agencies.

4. CONFIDENTIALITY: In the course of performing Services, to the extent that CLIENT discloses to APTIM, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, APTIM will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by APTIM in connection with this Agreement including, but not limited to, APTIM's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

CLIENT shall obtain APTIM's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

5. RIGHT TO USE INFORMATION AND DOCUMENTS: CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by APTIM under this Agreement for its internal purposes in connection with the project and/or location indicated in the Services for which such work was prepared, but APTIM reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from APTIM for any other

use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent APTIM from application and use of any information learned by it from the services (subject to the provisions of Section 4). All reports will be delivered subject to APTIM's then current limitations and disclaimers.

6. PATENTS AND CONFIDENTIAL INFORMATION: APTIM shall retain all right and title to all patentable and unpatentable inventions including confidential know-how developed by APTIM hereunder. However, APTIM hereby grants to CLIENT a royalty-free, nonexclusive, nonassignable license as to such inventions and know-how to use the same in any of CLIENT's facilities. Information submitted to CLIENT by APTIM hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and APTIM specifically disclaims any liability therefor.

7. DELAYS AND CHANGES IN CONDITIONS: If APTIM is delayed or otherwise in any way hindered or impacted at any time in performing the Services by (i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by APTIM; or (vi) any other cause beyond the reasonable control of APTIM, **then** 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) APTIM shall receive an equitable compensation adjustment.

8. INSURANCE: APTIM is presently protected by Worker's Compensation Insurance as required by applicable law and by General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. Insurance certificates will be furnished to Client on request. If the CLIENT requires further insurance coverage, APTIM will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefor.

9. RISK ALLOCATION - CLIENT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and considering APTIM's lack of responsibility for creating the conditions requiring the Services, as a material

inducement to and consideration for APTIM's agreement to perform the Services on the terms and at the price herein provided for, CLIENT SPECIFICALLY AGREES THAT APTIM'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

10. WARRANTY: APTIM is an independent contractor and APTIM's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

11. INDEMNITIES: APTIM shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of APTIM, its subcontractors, and their respective employees and agents acting in the course and scope of their employment; provided, however, APTIM shall indemnify CLIENT from and against any loss or damage in the handling or management of any hazardous or radioactive material, or any pollution, contamination, or release of hazardous or radioactive materials, only to the extent resulting from APTIM's gross negligence or willful misconduct. CLIENT shall defend, indemnify and save harmless APTIM (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by APTIM shall not apply to, loss, damage, injury or liability arising from the (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties; (ii) any allegations that APTIM is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution, contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from APTIM's gross negligence or willful misconduct.

12. LIMITATIONS OF LIABILITY:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY APTIM SHALL BE TO REQUIRE APTIM TO RE-PERFORM ANY DEFECTIVE SERVICES. APTIM'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY

INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE LESSER OF THE AMOUNT OF COMPENSATION FOR SUCH SERVICES, OR \$100,000 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) APTIM'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF APTIM'S FINAL INVOICE. FURTHER, APTIM SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, APTIM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

c. ALL CLAIMS AGAINST APTIM, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM APTIM IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST APTIM WITHIN ONE (1) YEAR AFTER APTIM'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE

13. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State in which the site to which the Services are performed is located.

14. TERMINATION: Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay APTIM for all Services performed hereunder up to the date of such termination.

In addition, if CLIENT terminates, CLIENT shall pay APTIM all reasonable costs and expenses incurred by APTIM in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

15. ASSIGNMENT: Neither APTIM nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary, parent or affiliate of APTIM or other person designated by APTIM, and, APTIM may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

16. MISCELLANEOUS:

a. ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS: The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by APTIM to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by APTIM, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the four pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing APTIM to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by APTIM and shall not operate to modify the Agreement.

b. DISPUTES, ATTORNEY FEES – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in the state whose law governs under Section 13 hereunder. In any litigation, the Prevailing Party shall be entitled to receive, as part of any award or judgment, eighty percent (80%) of its reasonable attorneys' fees and costs incurred in handling the dispute. For these purposes, the "Prevailing Party" shall be the party who obtains a litigation result more favorable to it than its last formal written offer (made at least twenty calendar days prior to the formal trial) to settle such litigation.

c. WAIVER OF TERMS AND CONDITIONS - The failure of APTIM or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by APTIM or

CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. NOTICES – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. SEVERABILITY AND SURVIVAL - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be

ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Section 11 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and APTIM agree to the foregoing (**INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12**) and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on _____, 2018

CLIENT: SOLID WASTE AGENCY OF LAKE COUNTY

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.

By (Sign): _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

I – 1. HCW Collection Event Schedule - FY 2019

BACKGROUND: Enclosed is the proposed Household Chemical Waste (HCW) collection schedule for Fiscal Year 2019. SWALCO's FY 2019 budget provides funding for twenty-eight (28) Household Chemical Waste (HCW) collection events (23 public drop-off events, 5 mobile events) and six (6) pharmaceutical drop-off events.

This schedule was developed based upon:

- SWALCO's HCW budget – FY 2019.
- Our Labor/Transportation Contract with Veolia Environmental Services.
- Our current IEPA Intergovernmental agreement (capped at \$350,000).

On June 27, 2018 the Illinois Environmental Protection Agency (IEPA) notified SWALCO that it is imposing financial caps on the four permanent Household Chemical Waste collection programs in the State. SWALCO's cap is \$350,000 for the period July 1, 2018 through June 30, 2019. These funds are made available to cover the costs to transport and dispose of the waste collection through our Program, all other operational costs are SWALCO's responsibility.

Monthly expenditure reports will be provided to SWALCO by the IEPA. Staff will closely monitor the Program expenditures. At this point in time we do not foresee changing the way we have historically operated.

Public drop-off events (at our Gurnee facility) will be held on the second Saturday and fourth Monday of each month (except for December and May). Mobile events will be held on Saturdays during the period April through October. The pharmaceutical drop-off events, held in conjunction with the Lake County Sheriff's department, will take place every other month at our Gurnee facility.

The Public drop-off event dates are set and ready for your advertisement. The Mobile events are in the process of being scheduled. Locations for the mobile events will be based upon sites that will service the greatest number of participants, have the best site logistics while providing geographic coverage. Once confirmed, the mobile events will be made available for advertisement 45 days prior to the proposed date(s).

Unless otherwise informed, Staff will move forward with finalizing plans for the events listed on the enclosed HCW Collection Event Schedule.

ENCLOSED DOCUMENTS: Proposed HCW Collection Event Schedule – FY 2019

STAFF: Steve Nelson, Household Chemical Waste Engineer

SWALCO

HCW Collection Event Schedule

FY 2019

December 2018						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	Tu	W	Th	F	Sa
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Collection Event Types

- (23) Public Drop-off Events
- (5) Mobile Events
- (6) Pharma Events

Proposed Mobile Event Municipalities

- Antioch - April
- Vernon Hills - May
- Lake Zurich - June
- Lake Forest - Sept.
- Mundelein - Oct.