

TO: Committee of the Whole – City Services

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

DATE: March 25, 2022

RE: Resolution 22-048-R: Authorizing an Intergovernmental Agreement Between the City of Batavia and County of Kane for Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP 22-010) with Clean Harbors Environmental Services, Inc.

Background

In 2018 the City Council approved the Intergovernmental Agreement (IGA) with Kane County for Household Hazardous Waste (HHW) collection services and rider to offer this contract to the City of Batavia. The current contract with US Ecology is about to expire. Kane County solicited for proposals earlier this year and the firm selected to perform the HHW collection is Clean Harbors Environmental Services, Inc. Kane County is extending the opportunity again to join on their program as we did in 2018. The program is funded by a \$3.00/household fee collected from our current Solid Waste Services contractor which revenues a little more than \$25,000.00 annually. Per the IGA, the City of Batavia will pay the County \$25,000.00 per year. The County would retain \$2,500.00 for an administrative fee and the remaining \$22,500.00 is dedicated to the collections. I've also attached a page of statistics summarizing the amount of HHW and other recycled items our Batavia Residents contributed.

How the Program Works

Our resident will need to call the contractor's toll-free number to request collection of HHW items. The contractor will obtain the resident's contact information and address for addition to the list. If the list is full for the upcoming month, the contractor will give the resident an estimate of the next month for which there are open slots. Once the list of collection locations is finalized, the contractor will mail out the 30-gallon bag and kit with labels and instructions. The contractor will call a day prior to the scheduled collection date to remind residents to place the bag on the porch or driveway. Residents would be allowed to use the program only once a year. Acceptable items include aerosol products, cleaning products, fluorescent bulbs, oil-based paints/stains, and pesticides. Batteries and motor oil are not going to be 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 program to accept those items from residents. Latex paint is also not included, since it can be collected with regular refuse collection after being completely dried out. There is very detailed list of acceptable items included within the IGA.

Agreement with Service Provider and County

The attached agreement is between City of Batavia (the "City"), and County of Kane (the "County") for Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP 22-010) with Clean Harbors Environmental Services, Inc. (the "Service Provider"). The County's current operating contract with the Service Provider runs through March 27, 2027. 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. The cost has increased with the new contract from \$125.00 to \$165.00/stop for mixed HHW; excess waste over 70 pounds will be charged \$2.06/pound. The Service Provider would limit Batavia residents to 12 stops/month or 136 stops/year to not exceed \$22,500.00 per year.

Recommended Committee and Council Action

Recommend approval of Resolution 22-048-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 22-010) with Clean Harbors Environmental Services, Inc

Attachment

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 22-048-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 22-010)
WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

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 22-010) with Clean Harbors Environmental Services, Inc. attached hereto as Exhibit A

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 18th day of April, 2022.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 18th day of April, 2022.

CITY OF BATAVIA, ILLINOIS RESOLUTION 22-048-R

Jeffery D. Schielke, Mayor

Ward	Alderman	Aye	Nay	Abstain	Absent
1	Baerren				
1	Solfa				
2	Leman				
2	Wolff				
3	Ajazi				
3	Chanzit				
4	Malay				
4	Connelly				
5	Uher				
5	Beck				
6	Cerone				
6	Russotto				
7	Vogelsinger				
7	Miller				
Mayor	Schielke				
		AYES	NAYS	ABSTAIN	ABSENT
	TOTALS				

total holding office: Mayor and 14 Aldermen

ATTEST:

Kate Garrett, 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 22-010) WITH CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. (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 2020 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 March 28, 2022 to March 27, 2027, 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 has been invited to continue partnership 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 Clean Harbors Environmental Services, Inc, a properly registered Service Provider, and the County under which the Service Provider agrees to provide services to the City among other locations in the County.
- (B) 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.
- (C) The Service Provider will track and report City of Batavia users separately.
- (D) The eligible areas include residences within the corporate boundaries of the City. Residents in Unincorporated Batavia Township are not eligible for the program. The Service Provider agrees to utilize a GIS tool provided by the County to ensure eligibility prior to providing service and to provide frequent reports on the addresses serviced.
- (E) Materials accepted include the following:
- Antifreeze and other automotive fluids
 - Ballasts (non-PCB & PCB)
 - Blacktop sealer - oil based
 - Cleaning products
 - Cooking Oil
 - Fluorescent bulbs (tubes and CFLs)
 - Gasoline & oil/gas mixtures
 - HID (headlight bulbs)
 - Hobby & photo chemicals
 - Lawn chemicals
 - Mercury containing devices (thermostats, etc.)
 - Paint (Oil-based paints, stains, varnishes)
 - Pesticides, poisons, herbicides, insecticides
 - Pool chemicals
 - Propane tanks
 - Resins and adhesives, excluding aerosol products
 - Solvents
- (F) Limitations
- a. Household batteries (alkaline, lead acid and button cell) will not be accepted for collection under this program.
 - b. Motor Oil will not be accepted for collection under this program.
 - c. Pharmaceuticals and medications will not be accepted for collection under this program.
 - d. Latex Paint will not be accepted for collection under this program.

(G) Other Items not accepted include the following:

- Biological or medical waste, including sharps
- Radioactive materials, including smoke detectors and carbon monoxide detectors
- Tires
- Appliances
- All gas cylinders other than propane
- Fireworks, explosives and ammunition
- Highly reactive materials requiring stabilization for transport
- DEA regulated chemicals
- Unknown and unlabeled materials
- Any materials generated by a business, including home businesses and farms
- Containers of any liquid waste over 5 gallons in volume

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

1. Fee per stop for Universal Waste (Recyclable waste) only - \$165 per resident stop.
2. Fee per stop for Universal Waste and HHW (mixed waste) - \$165 per resident stop.
3. Excess waste pick-up fee - \$2.06 per lb. in excess of 70 lbs. per resident stop, excluding latex paint, which will be exempt from being counted as excess poundage.
4. No-show fee for scheduled pick-ups where material is not left curbside - \$75 per occurrence.

(I) The County Recycling Coordinator will administer the program including processing invoices, tracking City residents' 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 also provide public response and outreach pertaining to the program.

SECTION 3. PAYMENT FOR SERVICES

(A) 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. (I).

(B) 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.

(C) 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 the residents of the City. These programs include:

- a. Kane County Recycling Programs: Electronics Recycling, Clothing and Textile Recycling, Book and Bulk Paper and Cardboard Recycling, Document Shredding, Compost Bin Sales
- b. Education and Outreach: KC Recycles Green Guide, KCR Website, Kane County Connects Weekly Column, Public Response (emails and phone calls), and presentations to City 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 _____

By _____

Corinne M. Pierog
Chairman, County Board
Kane County, Illinois

Jeffery D. Schielke
Mayor
City of Batavia, Illinois

Date: _____

Date: _____

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By _____

[Name]

[Title]

Clean Harbors Environmental Services, Inc.

Date: _____

Kane County & City of Batavia Recycle Hard-to-Recycle Materials

Since the City and County entered a formal recycling partnership in 2018, Batavians have recycled impressive quantities of hard-to-recycle materials. Without the partnership, it is reasonable to assume that some quantity of this material would have been improperly dumped or landfilled.

From 2018 through 2021, City of Batavia residents have recycled:

18,750 lbs Household hazardous waste

465,600 lbs Electronic waste

8,070 lbs Textiles (reused where possible)

23,540 lbs Confidential documents (shredded)

12,590 lbs Unwanted books

10,950 lbs Latex paint*



Total = 539,310 lbs (~270 tons)

*Paint collected at events, not through the HHW program

This is roughly equivalent to 36 school buses in weight (on average, 9 buses worth per year!)

Batavia has been at the top of our Recycling Centers' "leader board" for each of the last four years. Batavians pay an average of 1,540 visits to the Recycling Centers annually. Additionally, roughly 300 residents attend a Kane County recycling event per year. The Recycling Centers have remained open and events have continued apace despite the challenges posed by the COVID-19 pandemic.

In 2020-2021, we expanded the scope of items accepted at the Fabyan Parkway location to include clothes and other household textiles, books, aerosol cans, shredded paper, and scrap metal. Keeping these items out of landfills and curbside recycling carts will ultimately help reduce waste hauling costs for everybody.

