1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REMARKS
   A. Latex Paint Update, Foam, and Cooking Oil Recycling
   B. 2018 Latex Paint Flyer
   C. 2018 Latex Paint Flyer Spanish

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES
   A. Environmental Committee - Regular Meeting - Tuesday May 1st, 2018

6. ACTION ITEMS
   A. Action Item -- Agreement Between the County of DuPage, Illinois and eWorks Electronics Services, Inc. to Provide Electronics Recycling to Residents of DuPage County

7. PRESENTATIONS
   A. Educational Partners - SCARCE DuPage County Projects

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT
Latex Paint Recycling

• Residents can drop off their usable, unwanted latex paint during the designated summer collections free of charge.

• Usable paint is paint that has not been frozen, is less than 10 years in age and has not been mixed with other products.

Free Recycled Latex Paint (available starting June 30th)

• The paint will be filtered and re-blended into a variety of colors, types and finishes.

• Recycled paint will be distributed to residents for free during the same hours of collection.

• Paint is offered free of charge to any resident, business, non-profit, etc. in 5-gallon containers.

Location
Woodridge Greene Valley Wastewater Treatment Facility
7900 S. Route 53, Woodridge

Hours
June 25 – Aug. 4, 2018
Monday – Saturday (8 a.m. – 2 p.m.)

The site will be closed July 4

Daniel J. Cronin
DuPage County Board Chairman

DuPage County Board Environmental Committee
Chairwoman Amy Grant, Brian Krajewski, Dino Gavanes, Jim Healy, Sean Noonan, Kevin Wiley

For more information, contact DuPage County Public Works Dept. at (630) 985-7400 or the Environmental Division at (630) 407-6700.
Reciclaje De Pintura Látex
Residentes pueden dejar su pintura de látex
• Usable o no deseada durante las colecciones de verano designadas, de forma gratuita.
• Pintura utilizable es pintura que no se ha congelado, tiene menos de 10 años y no se ha mezclado con otros productos.

Pintura Látex Reciclada Gratis
(Disponible a partir de Junio 30ª)
• La pintura será filtrada y mesclada en una variedad de colores, tipos y acabado.
• Pintura reciclada será distribuida a los residentes gratis durante las mismas horas de colección.
• Pintura será ofrecida gratis a cualquier residente, negocio, organizaciones sin fines de lucro, etc. En recipiente de 5 galones.

Localidad
Woodridge Greene Valley
Wastewater Treatment Facility
7900 S. Route 53, Woodridge

Horas
Junio 25 – Agosto 4, 2018
Lunes – Sábado (8 a.m. – 2 p.m.)

El sitio estará cerrado el 4 de Julio.

Daniel J. Cronin
DuPage County Board Chairman
DuPage County Board Environmental Committee
Chairwoman Amy Grant, Brian Krajewski, Dino Gavanes, Jim Healy, Sean Noonan, Kevin Wiley
1. CALL TO ORDER

8:45 AM meeting was called to order by Chair Amy L Grant at 8:45 AM.

2. ROLL CALL

PRESENT: Grant, Krajewski, Noonan, Wiley, Healy (8:59 AM - 9:07 AM)
ABSENT: Krajewski, Noonan, Wiley

3. CHAIRMAN'S REMARKS

None.

4. PUBLIC COMMENT

None.

5. APPROVAL OF MINUTES

A. Environmental Committee - Regular Meeting - Apr 3, 2018 8:45 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Brian J Krajewski, Vice Chairman
SECONDER: Sean T Noonan, District 2
AYES: Grant, Krajewski, Noonan, Wiley
ABSENT: Healy

6. SCHEDULE OF CLAIMS

A. Payment of Claims -- Schedule of Claims
RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Brian J Krajewski, Vice Chairman
AYES: Grant, Krajewski, Noonan, Wiley
ABSENT: Healy

7. STAFF REPORTS

Tom Ricker - GIS Manager

A. Staff Reports -- DuPage County Waste & Recycling Report 2017

Joy Hinz, DuPage County’s Building & Zoning Environmental Specialist updated the Committee on DuPage County Waste and Recycling Report for 2017. This report attempts to more thoroughly measure recycling within the County by incorporating special event collections into the overall recycling rate. This is a voluntary survey for the municipalities and communities and will be submitted to the Illinois EPA.

B. Naperville Household Hazardous Waste Facility

Ms. Hinz updated the Committee on a recent meeting between the Illinois EPA, the City of Naperville and representatives of the 3 other long-term facilities. $1.3 million from the State will go to the 4 long-term Household Hazardous Waste facilities for fiscal year 2019.

Member Krajewski inquired how the allocation is determined between the facilities. Ms. Hinz explained that the facilities are asked to work to together and stay within their previous 2017 expenditures.

Chair Grant asked when this contract will go into effect. Ms. Hinz informed the committee that a 6-month extension has been in place that expires on June 30. Ms. Hinz believes that they will be entering into a 5-year contract that will be tied to the appropriation on an annual basis.

Member Krajewski asked if Will and Kane Counties were present and if their allocations are continuing. Ms. Hinz replied that Will and Kane were present and to the best of her knowledge the contributions are not changing.

C. Tree-mendous Fair Update

Andi Dierich, DuPage County’s Building & Zoning Environmental Coordinator, informed the committee that last Friday, in celebration of Arbor Day and the Arboretum Designation, over 400 seedlings were given out with help from Building & Zoning, Stormwater and Environmental and have received great feedback from the employees.
D. Department of Transportation Update

Sidney Kenyon, Trails Coordinator, updated the Committee about the Trails Advocacy Meetup hosted by the Active Transportation Alliance on April 8th in Glen Ellyn. Much of the discussion was regarding the East Branch DuPage Regional Trail in order to advance the trails.

The Chairman’s Bike-to-Work from Elmhurst to the County Complex in Wheaton will take place on June 26. All are invited to ride.

Illinois Prairie Path Corporation and many volunteers took part in a major cleanup of the Prairie Path last weekend and the Great Western Trail the prior weekend.

8. PRESENTATIONS

A. Educational Partners - SCARCE DuPage County Projects
   Kay McKeen of SCARCE provided a power point presentation to the committee and that presentation is now part of these minutes.

B. SCARCE 5/1/2018 power point presentation

9. OLD BUSINESS

Member Krajewski thanked Ms. Hinz for providing information on the Naperville HHW Facility at the last Board meeting.

10. NEW BUSINESS

None.

11. ADJOURNMENT

There being no other County business, Chair Grant accepted a motion from Member Wiley and seconded by Member Krajewsk to close the meeting at 9:07 AM.
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the “County” and eWorks ESI, LLC herein after called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to proposal Bid #16-125 which became effective July 1, 2017, and which expires July 1, 2018. The contract is subject to a 2nd option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract #16-125-BF.

The contract renewal becomes effective July 1, 2018 and expires July 1, 2019 contingent upon any applicable Parent Committee and Board approval.

eWorks ESI LLC

COUNTY OF DU PAGE, ILLINOIS

[Signature] 5/18/2018

DATE

LOVIS FYDA

Glenda Vasak
Buyer II

[Signature] 5/18/18

DATE

VICE PRESIDENT - MIDWEST

PRINTED NAME

PRINTED TITLE
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Company Name: EWORKS ELECTRONICS RECYCLING
Company Contact: LOUIS FYDA
Contact Phone: 630-997-5191
Contact Email: LFYDA@EWORKS.COM

Date: 5-18-2018

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

X NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

X NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: [Redacted]
Printed Name: LOUIS FYDA
Title: VICE PRESIDENT - MIDWEST
Date: 5-18-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND EWORKS ELECTRONICS SERVICES, INC. TO PROVIDE ELECTRONICS RECYCLING TO RESIDENTS OF DUPAGE COUNTY

This is an Electronic Recycling Agreement ("Agreement"), entered into as of July 1, 2018 by and between DuPage County, a body politic and corporate, with principal offices at 421 County Farm Rd., Wheaton, IL 60187 ("Customer") and eWorks Electronics Services, Inc., a New York corporation with offices at 1201 Estes, Elk Grove Village, IL ("Recycler").

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to enter into agreements and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers (55 ILCS 5/5-1005); and

WHEREAS, the Local Solid Waste Disposal Act (415 ILCS 10/1 et seq.) recognizes recycling as an important objective for counties in the State of Illinois and requires the development of solid waste management plans to protect the public health and welfare; and

WHEREAS, the COUNTY has developed a solid waste management plan that provides for, among other things, the County to assist with recycling, reuse and waste reduction; and

WHEREAS, the RECYCLER submitted information which will result in the proper recycling of electronics at various locations in the County.

NOW THEREFORE, the COUNTY enters into this AGREEMENT TO provide electronic recycling to residents within the COUNTY: EWORKS ELECTRONICS SERVICES, INC. TO PROVIDE ELECTRONIC RECYCLING TO RESIDENTS OF DU PAGE COUNTY

1.0 RECITALS INCORPORATED

1.1 All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of the AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part hereof.

2.0 SCOPE OF SERVICES

2.1 RECYCLER will collect, package, transport and recycle electronics from designated locations and provide necessary supplies including but not limited to gaylord boxes and pallets for shipment.

2.2 RECYCLER will comply with all local, state and federal shipping regulations when transporting electronics for recycling.

2.3 RECYCLER will properly sort and dismantle for recycling all electronics not deemed to be reusable and will provide verification of recycling to COUNTY. As described in the response to Request for Proposal P#16-125-BF, RECYCLER will destroy any data on containing devices per Department of Defense and National Institute of Standards and Technology (NIST) standards. Any device where these standards cannot be utilized will be destroyed and recycled.

2.4 The RECYCLER will provide recycling service at a minimum to collection sites listed in the attached Exhibit A (P#16-125-BF) and will review and approve additional sites upon request of COUNTY.

2.5 The RECYCLER shall provide staffing at one-day collection events as noted in Exhibit A that will adequately service the event and ensure traffic flow. Staffing requirements will be determined by agreement with the COUNTY and host community.

2.6 The COUNTY and host municipality shall provide all advertising for collection sites and events.

2.7 To the extent recognized and permitted by law, all rights, title and interests to any material, of whatever nature, delivered to the recycling facility pursuant to this AGREEMENT
and accepted by the RECYCLER shall vest in the RECYCLER immediately upon such acceptance.

2.8 Acceptable and non-acceptable items shall be as set forth in Exhibit B. RECYCLER reserves the right to reject an item that is not listed on the acceptable items list and is not listed as an electronic item under the Environmental Protection Act. The COUNTY shall be notified within 60 days of any modification to the acceptable items list.

2.9 RECYCLER takes on generator status for the equipment at the time it is picked up from a collection site. Ownership is immediate at RECYCLER staffed collection events. RECYCLER is not responsible for unacceptable items delivered to drop off sites that are not staffed by the RECYCLER. COUNTY defers responsibility for accepted wastes to the partner site collecting the electronics.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with tasks described in Exhibit A shall be given on behalf of the COUNTY by the Director of Public Works & Operations (hereinafter referred to as the “Director”), in the form of a written notice to proceed immediately following the execution of the AGREEMENT.

4.0 TECHNICAL SUBCONTRACTORS

4.1 The prior written approval of the COUNTY shall be required before RECYCLER hires any technical SUBCONTRACTOR(s) to complete COUNTY ordered tasks, which consent shall not be unreasonably withheld.

4.2 The RECYCLER shall supervise any SUBCONTRACTOR(s) hired by the RECYCLER and the RECYCLER shall be solely responsible for any and all work performed by said SUBCONTRACTOR, or SUBCONTRACTOR, in the same manner and with the same liability as if performed by the RECYCLER.

4.3 The RECYCLER shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 12.0 of this AGREEMENT and shall fully comply therewith while engaged by RECYCLER in COUNTY-ordered tasks or work. The RECYCLER shall further require every vendor
hired for the performance of any work or activity in connection
to this AGREEMENT to agree and covenant to indemnify, defend and
hold the COUNTY harmless to the same extent the RECYCLER is
required to do so pursuant to Section 9.0 of this AGREEMENT

5.0 TIME FOR PERFORMANCE

5.1 The RECYCLER shall commence work July 1, 2017 or any time
after the COUNTY issues its written Notice to Proceed. The
COUNTY is not liable for any work performed before the date of
the Notice to Proceed.

5.2 RECYCLER shall provide electronic recycling services
through July 1, 2019. The AGREEMENT shall be deemed dated and
become effective on the date the last of the Parties signs as
set forth below the signature of their duly authorized
representatives.

6.0 COMPENSATION

6.1 The RECYCLER will collect, transport, shred, and dismantle
electronics at no charge to COUNTY or its partners. The COUNTY
shall have no obligation to pay for any of said services.

7.0 DELIVERABLES

7.1 The RECYCLER shall submit all data to the Illinois
Environmental Protection Agency as needed pursuant to the
Electronics Products Recycling and Reuse Act, 415 ILCS
150/55(c).

7.2 The RECYCLER shall provide data to the County and host
community on a quarterly basis starting July 1st due October 31st,
. Information shall include a breakdown of all electronics
collected by weight separated by applicable category.

7.3 If RECYCLER fails to provide the above
information to allow COUNTY to comply with any requirements set
forth in the Act that may be applicable, RECYCLER will pay for
any and all penalties issued the COUNTY for non-compliance.
8.0 RECYCLER'S INSURANCE

8.1 The RECYCLER shall maintain throughout the term of this AGREEMENT, at its sole expense, insurance coverage described in Exhibit A.

9.0 INDEMNIFICATION

9.1 The RECYCLER shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the RECYCLER'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove RECYCLER’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. RECYCLER’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. RECYCLER’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act 745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.
10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this RECYCLER because the RECYCLER professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the RECYCLER’S, and SUBCONTRACTOR(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County.

10.2 The RECYCLER'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the RECYCLER, or SUBCONTRACTOR(s), in any phase of the work, the correction of which requires additional field or office work, the RECYCLER shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

10.4 Acceptance of the work shall not relieve the RECYCLER of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

11.0 CONFLICT OF INTEREST

11.1 The RECYCLER covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of RECYCLER’S services under this AGREEMENT.

12.0 COMPLIANCE WITH STATE AND OTHER LAWS

12.1 The RECYCLER, and SUBCONTRACTOR(s), will comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, or other mandated approvals, whenever applicable.

12.2 The RECYCLER, and SUBCONTRACTOR(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment
practice. RECYCLER shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights. The RECYCLER, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of the Illinois Criminal Code, 720 ILCS 5/33E-3 or 5/33E-4.

12.3 The RECYCLER, and SUBCONTRACTOR(s), shall comply with the DuPage County Ethics Ordinance and provide any and all documents necessary to ensure compliance with this Ordinance.

13.0 MODIFICATION OR AMENDMENT

13.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

13.2 The RECYCLER acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. RECYCLER agrees to submit changes in accordance with said Ordinance.

14.0 TERM OF THIS AGREEMENT

14.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

14.1.a The termination of this AGREEMENT in accordance with the terms of Section 15.0; or

14.1.b July 1, 2019 or to a new date agreed upon in writing by the parties.

14.2 The RECYCLER shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 14.1.b, above. The COUNTY is not liable for any work performed after the AGREEMENT’S expiration or termination.
14.3 The COUNTY may extend this AGREEMENT for two additional one-year terms. In any case, this AGREEMENT shall expire no later than July 1, 2020.

15.0 TERMINATION

15.1 Except as otherwise set forth in this AGREEMENT either party shall have the right to terminate this AGREEMENT for any cause upon serving sixty (60) days’ prior written notice upon the other party, except in the event of RECYCLER’S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

15.2 Upon such termination, except for RECYCLER’S obligation under Paragraph 9.0, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses except those set forth in paragraph 7.

15.3 Upon termination of this AGREEMENT, all data, reports and documents, if any, required of the COUNTY to submit to the State shall be submitted to the COUNTY within 10 days of termination.

16.0 DEFINITIONS

16.1 All definitions listed in 415 ILCS 150/1 et seq. are hereby made part of this agreement.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein. In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.
18.0 ASSIGNMENT

Either party may assign this AGREEMENT provided, however, such assignment shall be first approved, in writing, by the other party.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES

21.1 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Section 14.1, above.

Any required notice shall be sent to the following addresses and parties:
FOR THE RECYCLER:
eWorks Electronics Services, Inc.
Attn. Lou Fyda
1201 Estes
Elk Grove Village, IL 60007

FOR THE COUNTY:
DuPage County Building & Zoning Dept.
Environmental Division
421 N. County Farm Rd.
Wheaton, IL 60187

22.0 WAIVER OF/Failure to Enforce Breach

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 Force Majeure

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this AGREEMENT and intend to be bound by its term.

COUNTY OF DUPAGE  
eWorks

NICHOLAS W. KOTTMEYER, P.E.  
DIRECTOR OF PUBLIC WORKS & OPERATIONS

DATE

LGG FYDA  
VICE PRESIDENT

DATE

5-18-2018