



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 02/05/26
ID Number: ID #26-02917	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Department of Public Works	Common Council Meeting Date: 02/19/26
Agenda Item Title: Review and possible action on the Contract renewal with Legacy Recycling, LLC, to host the 2026 Residential E-Waste and Appliance Drop Off events.	

Issue Before the Council: The City participated in an RFP facilitated by Waukesha County in 2015 to solicit proposals regarding an electronics collection program for residents. Upon receiving the submissions, Legacy Recycling, LLC, was the top ranked contractor for a collection event program. The City has already hosted multiple events per year with Legacy Recycling collecting electronics such as televisions, monitors, and other electronic devices. This renewed Contract would be for three events in 2026.
Options & Alternatives: Certain electronics are banned from landfill by the State of Wisconsin. Residents must dispose of their materials properly. The City may elect not to offer a collection program for residents. Residents would be required to manage their TVs and electronics elsewhere or pay our garbage contractor to pick them up (more expensive than the event).
Additional Details: The planned event dates for 2026 are: Saturday April 25 th Saturday July 25 th Saturday October 24 th The revised 2026 version of the Contract is also attached.

What is the Strategic Plan Priority this item relates to: N/A

What impact will this item have on the Strategic Plan Priority?

N/A

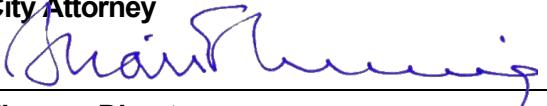
Financial Remarks:

There is no cost to the City for hosting the collection events, beyond staging the site and staffing during the event. The resident does get charged by the contractor for select items accepted – TVs (\$25) and computer monitors (\$10). All other electronics are free to drop off.

Recommended Motion:

Move to approve the Contract renewal with Legacy Recycling, LLC, to host 2026 Residential E-Waste and Appliance drop off events pending final review by the City Attorney.

Reviewed By:

City Attorney 	Date Reviewed 29 Jan 2026
Finance Director Joseph P. Ciurro	Date Reviewed
City Administrator Anthony W. Brown 	Date Reviewed 01/30/2026

Consumer Electronics and Appliances Recycling Services Contract
City of Waukesha – Legacy Recycling, LLC

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Legacy Recycling, LLC, 9825 Durand Avenue, Sturtevant, Wisconsin 53177, referred to herein as the Contractor. Together, the City and Contractor are referred to as the Parties.

Recitals

Waukesha County published a Request for Proposals, referred to as the RFP, for consumer, non-commercial electronics recycling services, on behalf of participating municipalities in the County.

The RFP contained specific requirements for the qualifications of the Contractor and the Scope of Work to be incorporated into the successful bidder's contract.

The Contractor submitted a proposal in response to the RFP, and was selected by the County as the Contractor with which municipalities should contract for electronics recycling services.

The Contractor is willing to perform electronics recycling services for the City according to the Scope of Work stated in the RFP and the Contractor's responsive Proposal, and to contract with the City for the performance of such services.

Now, therefore, the City and the Contractor agree, and contract as follows:

1. **Definitions.** The following capitalized terms have these meanings:
 - a. **Collection Event.** The periodic events on dates and at times designated by the City at which Contractor perform its collection activities as required by this Contract.
 - b. **Program.** The City's electronics recycling program, administered by its Public Works Department.
 - c. **Collection Site.** The physical locations designated by the City at which Collection Events take place.
 - d. **Eligible Appliances.** Items that are "major appliances" banned from Wisconsin Landfills as defined in Wisconsin Statutes §287.1m (a).
 - e. **Eligible Electronics.** Items that are either "covered electronic devices" as defined in Wisconsin Statutes §287.17(1)(f) or "eligible electronic devices" as defined in Wisconsin Statutes §287.17(1)(gs).
2. **Contractor Duties.** The Contractor shall perform the following, at Contractor's sole expense:
 - a. Conduct three Collection Events in 2026 on mutually agreeable dates with the City.
 - b. Accept all Eligible Electronics and Eligible Appliances that are delivered to a Collection Event at a Collection Site by residents of the City of Waukesha. Contractor may refuse to accept items which are not Eligible Electronics or Eligible Appliances.
 - c. Promptly remove containers that are filled, and when requested to do so by the City.
 - d. Provide all personnel and equipment required to conduct Collection Events.
 - e. Provide all personnel and equipment required to haul away and dispose of items collected at Collection Events, and required to perform all of Contractor's obligations under this Contract.
 - f. Comply with all federal, state, and local laws, ordinances and regulations that are applicable to Contractor's duties; comply with EPA and DNR guidelines for electronic and hazardous-materials management, and comply with EPA export regulations.

- g. Obtain all required permits, licenses and certifications for all acts required by this Contract; and timely file all notices and paperwork required to comply with all applicable laws.
- h. Prepare and provide educational and promotional materials to customers regarding computer data destruction and identification of materials accepted in the e-recycling program.
- i. Provide containers for temporary storage of collected items at Collection Sites so that items are protected from theft or vandalism when the Collection Site is closed.
- j. Keep the Collection Site clean and ensure that all collected items are deposited into containers.
- k. Comply with the City's directions for operation of the Collection Site and comply with all City regulations concerning the Collection Sites.
- l. Provide the City with reports showing the number of containers picked up at each Collection Event, and such other statistical information about the Program as the City reasonably requests.
- m. Maintain records, including chain of custody, bills of lading covering a minimum of 3 months, written consent from competent authority in importing countries, etc., showing that each down-stream sub-contractor that sends environmentally sensitive materials manages these materials in a way that protects worker safety, public health and the environment through final disposition.
- n. Maintain a contingency plan for operating procedures that will take effect in the event of interruption of normal transportation or recycling site operations including work stoppage by Contractor's employees, emergency weather conditions, building or equipment failure, lack of access to the primary system for transportation or lack of access to the primary Collection Site.

3. **City Duties.** The City shall perform the following:

- a. Designate adequate areas for Collection Sites, and provide a firm, well-drained surface for collection containers.
- b. Provide access to Collection Sites as necessary for Contractor to perform its obligations under this Contract.

4. **Term.** This Contract shall commence on the date it is last signed by the Parties and shall terminate on December 31st, 2027. The Parties may agree to extend or renew this Contract by mutual, written agreement appended to this Contract, upon the same terms and conditions except as specifically stated otherwise in the extension or renewal agreement.

5. **Standard of Work.** Contractor shall dispose of all collected items in full compliance with all applicable federal, state, and local laws and regulations in existence now or at the time of disposal. Contractor shall perform its duties according to the usual and customary practices and standards of the recyclables-collection industry, and according to the certifications listed in section 8.

6. **Fees.** Contractor shall charge persons delivering Eligible Electronics to Contractor's collection events according to the following schedule:

- a. Twenty-Five Dollars (\$25.00) per television, whether intact or in pieces.
- b. Ten Dollars (\$10.00) per computer monitor, whether intact or in pieces.
- c. No charge for any other Eligible Electronics or Eligible Appliances.
- d. Contractor may not charge any amount for items which are not Eligible Electronics or Eligible Appliances.

7. **Compensation.** Contractor's compensation for providing the services required by this Contract shall be exclusively the fees collected pursuant to section 6 and the salvage value of the items collected. Collected items become the sole property of the Contractor upon their delivery to Contractor at a Collection Event, and Contractor shall be entitled to retain all salvage value recovered by Contractor. City shall provide the site for Collection Events without charge to Contractor. Contractor acknowledges and agrees that the consideration expressed in this Contract is mutual, adequate, and sufficient to support this Contract as a binding obligation of the Parties.
8. **Contractor Certification.** Contractor certifies to the City that the Contractor:
 - a. Is a registered E-Cycle recycler or collector with the Wisconsin Department of Natural Resources.
 - b. Has three years of experience in recycling of e-waste and has documented experience providing services of the type required by this Contract.
 - c. Has not been convicted of any misconduct; been fined for a civil or criminal violation of any federal, state, or local solid-waste disposal, transportation or recycling statute or regulation; or been subject to a court order to correct any violation of any federal, state, or local solid-waste disposal, transportation or recycling statute or regulation.
9. **Data Security.** Contractor will not access, read, compile, use, disclose to any third party, publish, or distribute any data contained in any electronic goods collected by Contractor. Contractor shall not allow any data-storage devices collected by it to be used for any purpose other than disassembly and recycling of components or materials. Contractor shall not direct or allow any electronics collected by it to be removed from the continental United States, or to be disposed of in any landfills. Contractor shall supply within 30 days following a Collection Event a signed and dated Certificate of Recycling and Destruction, warranting to the City that all data stored in any electronics collected at that collection event has been destroyed, either electronically or physically.
10. **Data Security Indemnification.** Contractor shall indemnify and hold the City harmless from all liabilities, costs, damages, or other obligations that may arise as a result of Contractor's breach of section 8, including the costs of defense and actual, reasonable attorney fees.
11. **Environmental Indemnification.** Contractor shall indemnify and hold the City harmless from all liabilities, costs, damages, or other obligations that may arise as a result of the release or presence of any toxic or hazardous materials in connection with Contractor's performance of its duties under this Contract, including the costs of defense and actual, reasonable attorney fees.
12. **General Indemnification.** Contractor shall indemnify and hold the City harmless from all liabilities, costs, damages or other obligations that may arise as a result of, or in connection with, Contractor's presence on any City property, Contractor's performance of its duties under this Contract, or any acts or omissions of Contractor or any of Contractor's employees, agents, or contractors, including the costs of defense and actual, reasonable attorney fees.
13. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the term of this Contract and for no less than one year after the end of the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured and loss payee, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$1,000,000 aggregate per project.
 - b. Pollution/environmental liability, \$1,000,000 per occurrence, \$1,000,000 aggregate per project.
 - c. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.

22. **Assistance of Counsel, Voluntary Contract.** The Contractor acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
23. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
24. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
25. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
26. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition, or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees, and personal representatives.
27. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.
28. **Integration.** This Contract constitutes the entire agreement of the Parties formed by the County's RFP and the Contractor's responsive proposal; however, if any ambiguity in this Contract requires resolution, or this Contract is silent on a material point, then reference may be made to the RFP and the Contractor's proposal, in that order of priority, to construe this Contract. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.

City of Waukesha

Signature _____
By Shawn N. Reilly, Mayor
Date: _____

Signature _____
Attested by City Clerk
Date: _____

To certify that funds are provided for payment:

Signature _____
Joe Ciurro, Director of Finance
Date: _____

Legacy Recycling, LLC

Signature _____
By (print name) _____
Title: _____
Date: _____