



Kane County

KC Energy and Environmental Committee

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

Agenda

BATES, Tarver, Allan, Kious, Penesis, Strathmann, Young, ex-officios Roth (County Vice Chair) and Pierog (County Chair)

Friday, November 14, 2025

9:00 AM

County Board Room

2025 Committee Goals

- Pursue funding to improve energy efficiency in Kane County Government-owned buildings
 - Upon passage of the Tree Protection Ordinance, develop budget and implementation strategy for the Ordinance and an educational program to promote Tree Protection
 - Develop Client Action Implementation teams and assist team in prioritizing action items and development strategies
 - Increase education and improve overall recycling in Kane County buildings
 - Community outreach to education about the CAIP
-

1. Call To Order

2. Roll Call

3. Remote Attendance Requests

4. Approval of Minutes: October 17, 2025

5. Public Comment

6. Environmental (J.Wollnik)

A. 2026 Energy and Environmental SMART Goals

7. Recycling/Solid Waste (C. Ryan)

A. Resolution: Authorizing Second Extension and Scope of Work Adjustment to Professional Service Agreement for 2026 Recycling Center and Event Staffing and Operations

B. Feed the Cart Regional Recycling Outreach and Education Campaign & Kane County Deployment

C. Resolution: Authorizing an Agreement with the Village of West Dundee and eWorks Electronics Services, INC. for Operation of the West Dundee Recycling Center in 2026

8. Sustainability (S.Hinshaw)

- 9. New Business**
- 10. Chairs Comments**
- 11. Reports Placed On File**
- 12. Executive Session (if needed)**
- 13. Adjournment**

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-25-1372

2026 ENERGY AND ENVIRONMENTAL SMART GOALS

Energy and Environmental Committee Goals
2026 SMART Goals:

- **Pursue funding to improve energy efficiency in Kane County Government-owned buildings**
 - Coordinate with Building Management to track projects that qualify for funding opportunities.
- **Increase education and improve overall recycling in Kane County buildings**
 - Ensure all County-owned facilities have a commercial recycling container and that janitorial staff use those containers to consolidate generated recyclables;
 - Implement an educational campaign across all departments by distributing yes/no recycling posters, short videos on common recyclables encountered in the workplace, and training on how to reduce contamination.
- **Community outreach to education about the CAIP**
 - Identify and attend five public events;
 - Create at least ten social media videos disseminating events, funding opportunities, and other educational content.

SMART Goals – Extended Version

1. Pursue funding to improve energy efficiency in Kane County Government-owned buildings

- a. Specific: Research and apply for opportunities that fund energy efficiency improvements at county-owned buildings.
- b. Measurable: Create a list of at least three funding opportunities for projects relevant to government buildings owned by Kane County. Include in the list a tracker for all project(s) applied for, the funding amounts, and relevant due-dates.
- c. Achievable: Water Resources staff meet monthly with Building Management to discuss existing or completed projects to collect any information necessary for the funding opportunity.
- d. Relevant: Strategy 6 in the Buildings and Energy sector of Kane County's Climate Action Implementation Plan (CAIP) recommends the improvement of "total government building energy efficiency by 15% by 2030."
- e. Time-Based: In the short-term, Water Resources staff will provide updates to awarded projects on a yearly basis. However, staff will adhere to the CAIP's long-term recommendation by 2030.

2. Increase education and improve overall recycling in Kane County buildings

- a. Specific: Kane County's Recycling Coordinator will work to implement five previously-identified efforts to increase education and recycling rates across county-owned facilities.
- b. Measurable: The Recycling Coordinator seeks to implement five measurable actions:
 - i. Ensure all County-owned facilities have a commercial recycling container and that janitorial staff use those containers to consolidate generated recyclables by the end of 2026;
 - ii. Achieve a year-over-year reduction of 40% in recycling contamination fees assessed by the County's contracted waste hauler;
 - iii. Host at least five departmental trainings on recycling in 2026 based on communications from janitorial staff about where recycling is most contaminated;
 - iv. Deploy new custom yes/no recycling posters at all county-owned facilities;
 - v. Record and distribute a series of short videos that train staff members on common recyclables encountered in an office/work setting with the goal of reaching 100 views.
- c. Achievable: The Recycling Coordinator will leverage existing relationships with other county departments to complete all listed efforts.

- d. Relevant: Strategy 4 in the Waste Management sector of Kane County's Climate Action Implementation Plan (CAIP) recommends to "decrease municipal solid waste from government operations 15% by 2030."
- e. Time-Based: In the short-term, the Recycling Coordinator will provide updates to the five measurable efforts on a yearly or as needed basis. However, staff will adhere to the CAIP's long-term recommendation by 2030.

3. Community outreach to education about the CAIP

- a. Specific: Water Resources staff will improve our community outreach efforts by attending events held throughout the county and by increasing our social media presence on Instagram and Facebook.
- b. Measurable: Water Resources staff will identify and attend five public events. Staff will also strive to create at least ten social media videos disseminating events, funding opportunities, and other educational content.
- c. Achievable: In October 2025 alone, Water Resources staff released three short-form videos about State EV Rebates, Weatherization Rebates for Farmers, and the sunset of Federal Tax Credits
- d. Relevant: The Kane County board approved the Climate Action Implementation Plan in June 2024. As the CAIP is a living, breathing document, Kane County staff will inform local citizens of the efforts made to implement this document.
- e. Time-Based: As the CAIP has goals listed out into the 2030s, Kane County staff will provide annual or as-needed updates on all outreach and educational efforts taken to implement the CAIP.

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Second Extension and Scope of Work Adjustment to Professional Service Agreement for 2026 Recycling Center and Event Staffing and Operations

Committee Flow:

Energy and Environmental Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Clair Ryan, 630-208-3841, ryanclair@kanecountyil.gov

Budget Information:

Was this item budgeted? Yes.	Appropriation Amount: \$9,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

This is the second of three optional one year extensions to a Professional Services Agreement with eWorks Electronic Services, Inc. for staffing and collection of recyclables at County events and collection sites. The County will reimburse eWorks \$9,000 towards equipment rental expenses for the sites. The Scope of Work has been expanded to allow for the collection of portable batteries at the Fabyan Recycling Center under the Illinois Battery Stewardship Act program, beginning January 1, 2026. The County Recycling Program anticipates receiving compensation from the battery stewardship organization for the batteries collected at Fabyan at a rate of \$0.20 per pound = \$400 per ton.

COUNTY OF KANE

**DIVISION OF
ENVIRONMENTAL & WATER RESOURCES**
Jodie L. Wollnik
P.E., Director



County Government Center
719 S. Batavia Avenue
Geneva, IL 60134
www.kanecountyil.gov

RECYCLING PROGRAM OFFICE
Clair Ryan,
Recycling Program Coordinator

Departmental Office Phone : (630) 232-3497
Recycling Programs Office: (630) 208-3841
FAX: (630) 208-3837
www.kanecountyil.gov/Pages/recycling

PROFESSIONAL SERVICE AGREEMENT EXTENSION (2) AND SCOPE MODIFICATION

This EXTENSION made this _____ day of December, 2025 is part of and is to be attached to the original Professional Services Agreement (Res. 23-506, passed by the Kane County Board on December 12, 2023), made effective on the first day of January 2024 by and between County of Kane and eWorks Electronics Services, Inc. (eWorks).

The County hereby requests and eWorks agrees to the second of three (3) one-year (1-year) agreement extension periods for electronic waste collection services, with an addition to Exhibit A, Scope of Services, as detailed on the following pages, and all other existing agreement terms and conditions to remain effective. The extension period begins on January 1, 2026 and ends December 31, 2026, where upon it will be eligible for one (1) additional one-year (1-year) extension.

The parties hereto mutually agree that the aforesaid Professional Services Agreement and this Extension is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this Extension specifically provided.

Jeff Staff
Director of Midwest Operations
eWorks Electronics Services, Inc.

Date

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

Date

Exhibit A (modifications effective 01/01/26)

Scope of Services

Collection of Recyclable Materials in Kane County

Throughout this Scope, Covered Electronic Device (CED) shall have the definition set forth in CERA (415 ILCS 151, 1-5). Portable Battery shall have the definition set forth in the Portable and Medium-Format Battery Stewardship Act (415 ILCS 205, 10). The Consultant agrees to provide the following services on an ongoing basis:

1. The Consultant shall maintain R2 and/or e-Stewards certification for the safe and responsible collection, storage and processing of consumer electronic devices sent for recycling.
2. The Consultant shall register with the Illinois Environmental Protection Agency (IEPA) as a Collector under the Consumer Electronics Recycling Act (CERA) program by January 1 of each year.
3. The Consultant shall provide staffing and equipment to ensure the efficient and safe collection CEDs and other recyclable materials at County-affiliated collection sites and events. Equipment may include, but it not limited to, temporary shelter facilities, temporary restrooms, fork lifts, pallet jacks, and associated fuel and accessories. All CEDs must be collected and packaged according to the standards set forth in 415 ILCS 151, 1-45(e) - (g);

County-affiliated collection sites and event sites are as follows:

Collection site 1:

Address: 517 E. Fabian Parkway, Batavia, IL 60510

Ownership: Kane County

Authority: This agreement for services

Hours of Operation: 35 - 45 hours per week, minus holiday closures determined by the Consultant. Days and hours of operation will be determined and maintained by mutual agreement between County program staff and the Consultant. The Consultant shall provide County program staff with a list of holidays to be observed during the last month of the preceding year. The Consultant may not change routine days or hours of operation without 30 days of notice to the County. Should an emergency result in temporary closure of the site during normal hours of operation, the Consultant shall notify County staff at the first possible opportunity.

Materials Collected: CEDs, Portable Batteries and other recyclable materials. Other recyclable materials shall not be hazardous materials requiring special permitting for handling, storage or transportation under state or federal law and shall be determined by mutual agreement between County program staff and the Consultant.

Ownership of Materials Collected: Custody of CEDs collected is as set forth in CERA (415 ILCS 151). Custody of Portable Batteries collected shall belong to a battery stewardship organization with an IEPA-approved battery stewardship plan as described in the Battery Stewardship Act (415 ILCS 205). Custody and ownership of all other recyclable materials collected shall belong to the Consultant. Upon termination of this agreement or upon permanent closure of the site for another reason, the Consultant will forfeit ownership of any materials remaining on site 30 days after following site closure, and the County shall have the right to sell or otherwise dispose of such material at its discretion.

Site Maintenance: Provision of electricity, snow removal services, and landscaping services shall be the responsibility of the County. Maintenance of equipment, including rented shelters and temporary restroom facilities retained by the Consultant, shall be the responsibility of the Consultant or of third parties retained by the Consultant for such purposes.

Collection site 2:

Address: 900 Angle Tarn, West Dundee, IL 60118

Ownership: Village of West Dundee

Authority: This agreement for services & Intergovernmental Agreement between County of Kane, Village of West Dundee, and eWorks Electronics Services, Inc.

Hours of Operation: 35 - 45 hours per week hours per week, minus holiday closures determined by the Consultant and by the Village of West Dundee. Days and hours of operation will be determined and maintained by mutual agreement between the Village of West Dundee and the Consultant. The Consultant shall provide County program staff with a list of holidays to be observed during the last month of the preceding year. The Consultant may not change routine days or hours of operation without 30 days of notice to the County and the Village. Should an emergency result in temporary closure of the site during normal hours of operation, the Consultant shall notify County and Village staff at the first possible opportunity.

Materials Collected: Set forth in the Intergovernmental Agreement between County of Kane, Village of West Dundee, and eWorks Electronics Services, Inc.

Ownership of Materials Collected: Custody of CEDs collected is as set forth in CERA (415 ILCS 151). Custody and ownership of all other recyclable materials collected shall belong to the Consultant.

Site Maintenance: Provision of electricity, bathroom facilities, and snow removal services shall be the responsibility of the Village as described in the IGA for the site. Maintenance of equipment, including rented shelters, retained by the Consultant shall be the responsibility of the Consultant or of third parties retained by the Consultant for such purposes.

Event site 1:

Address: 540 S. Randall Rd., St. Charles, IL 60174

Ownership: Kane County

Authority: This agreement for services

Frequency: Event dates, hours of operation and frequency will be determined through mutual agreement between County program staff, the Consultant, and the County's assigned Group Plan Operator under CERA. Should an emergency result in the Consultant's inability to collect material at a scheduled event the Consultant shall notify County staff at the first possible opportunity.

Materials Collected: CEDs and other recyclable materials. Other recyclable materials shall not be hazardous materials requiring special permitting for handling, storage or transportation under state or federal law and shall be determined by mutual agreement between County program staff and the Consultant. The Consultant and the County shall agree to a list of accepted materials within 30 days of any planned event.

Ownership of Materials Collected: Custody of CEDs collected is as set forth in CERA (415 ILCS 151). Custody and ownership of all other recyclable materials collected shall belong to the Consultant.

Removal of Materials Collected: The Consultant shall endeavor to remove all collected material from the site at the end of each event. If any excess material is left on site, the Consultant shall notify County program staff. The Consultant will forfeit ownership of any materials remaining on site 7 days (168 hours) after the end of an event, and the County shall have the right to sell or otherwise dispose of such material at its discretion.

Event site 2:

Address: 994 N. Lake St., Aurora, IL 60506

Ownership: Phil Schalz 1, LLC

Authority: Private agreement between Consultant and property owner

Frequency: Event dates, hours of operation and frequency will be determined through mutual agreement between County program staff, the Consultant, the site owner, and the County's assigned Group Plan Operator under CERA. Should an emergency result in cancellation of a planned event the Consultant shall notify County staff at the first possible opportunity.

Materials Collected: CEDs and other recyclable materials. Other recyclable materials shall not be hazardous materials requiring special permitting for handling, storage or transportation under state or federal law and shall be determined by mutual agreement between County program staff and the Consultant. The Consultant and the County shall agree to a list of accepted materials within 30 days of any planned event.

Ownership of Materials Collected: Custody of CEDs collected is as set forth in CERA (415 ILCS 151). Custody and ownership of all other recyclable materials collected shall belong to the Consultant.

Removal of Materials Collected: The Consultant shall endeavor to remove all collected material from the site at the end of each event. In the event that any excess material is left on site, the Consultant shall notify the property owner and arrange for the removal of material at the first possible opportunity or as otherwise agreed upon by the Consultant and the property owner.

Additional or Substitution of Collection Sites and/or Event Sites:

From time to time, it may be necessary to add, subtract or substitute collection sites and event sites based on site availability, usage and other factors. It shall be the intention of the County to have a sufficient mix of collection sites and events to meet the convenience standard set forth in CERA (415 ILCS 151, 1-15). The County and the Consultant may, by mutual agreement and with required notification to the County's assigned Group Plan Operator through CERA, add, subtract or substitute specific collection sites and event locations without revision to this Scope of Services.

4. The Consultant shall accept and consolidate CEDs collected by LRS Holdings, LLC at its Elburn Electronic Waste Center (1N138 Linlar Drive, Elburn, IL 60119) under the terms of a separate agreement between LRS and the Consultant.

5. The Consultant may charge residents for the collection of televisions and computer monitors at County collection sites and events as set forth in CERA (415 ILCS 151/1-45 (h)). The Consultant shall decide the fee structure and communicate it to County program staff. Any changes to such fees shall be communicated to the County no fewer than 30 days before taking effect. The Consultant must provide the equipment necessary to receive and track fee payments by cash and credit/debit cards from residents. The Consultant must issue any receipts required by state or local law. All fees described herein will be retained by the Consultant.
6. The Consultant shall accept dumped CEDs collected from rights of way or other public properties and delivered to collection sites or events by units of local government, waiving any fees established under Item 5 above. The Consultant and County program staff shall work together to establish suitable documentation and notification procedures for the delivery of dumped electronics.
7. The Consultant may charge residents for the collection of non-CED recyclable materials. The Consultant, in cooperation with its third party processors, shall decide the fee structure and communicate it to County program staff. Any establishment of new fees or changes to such fees shall be communicated to the County no fewer than 30 days before taking effect. The Consultant must provide the equipment necessary to receive and track fee payments by cash and credit/debit cards from residents. The Consultant must issue any receipts required by state or local law. All fees described herein will be retained by the Consultant or transferred from the Consultant to a third party processor as applicable.
8. The Consultant shall maintain the standards for packaging and temporary storage of CEDs set forth in CERA (415 ILCS 151, 1-45(e)). The Consultant shall work directly with the County's assigned Group Plan Operator through CERA to obtain the packaging materials necessary for the collection of CEDs.
9. Consultant shall package and store non-CED recyclable materials in ways that prevent dispersal of or damage to the material by weather. Any weather-related dispersal of materials at or around collection or event sites shall be addressed by the Consultant at the first possible opportunity. Similarly, any spills or incidental scatter taking place during the routine collection of materials shall be addressed by the Consultant at the end of each day for collection sites or upon the conclusion of each event.
10. Consultant shall package and store Portable Batteries in packaging provided by a battery stewardship organization with an IEPA-approved battery stewardship plan as described in the Battery Stewardship Act (415 ILCS 205). Such packaging will be sealed each day prior to site closure and covered with an impermeable cover during inclement weather to prevent damage to collected batteries.
11. Consultant shall ensure that staff at sites collecting Portable Batteries participate in any training required by a battery stewardship organization with an IEPA-approved battery stewardship plan as described in the Battery Stewardship Act (415 ILCS 205). Such training will likely include identification of Portable Batteries and batteries not covered by the program, identification of damaged and defective batteries, and use of battery stewardship-organization provided packaging. Such training will be provided at no cost to Consultant.
12. Consultant shall communicate shipping needs for filled containers of Portable Batteries to County program staff. All arrangements for shipping filled containers and delivery of replacement containers shall be made by County staff.
13. The Consultant's staff at collections sites and events should attempt to answer residents' questions about non-accepted materials to the best of their abilities but may direct/re-direct all such inquiries to County

program staff. Public phone and email inquiries related to County-affiliated sites and events shall be accepted and returned by County program staff and not by the Consultant.

14. The Consultant shall arrange for the safe, efficient and timely transportation of all collected materials, excluding Portable Batteries (see item 12, above), from collection sites and events. The Consultant shall work directly with the County's assigned Group Plan Operator through CERA to transport CEDs, including those consolidated through Item 4 above, to an approved recycler selected by the Operator.
15. The Consultant shall contract or otherwise seek markets independently for processing and reclamation, reuse or recycling of all non-CED recyclable material according to the definition of these terms set forth in the IL Solid Waste Planning and Recycling Act (415 ILCS 15/3) where the end result is raw material or product returned to the economic mainstream. The Consultant must disclose current downstream processors to County program staff upon request. The Consultant must notify County program staff at the first available opportunity if the reclamation, reuse or recycling of any non-CED material becomes unfeasible due to current market conditions or due to any other reason.
16. The Consultant shall submit a report with the total weight, by CED category, of residential CEDs transported from County collection sites and events during each calendar year, including those consolidated through Item 4 above, to the IEPA and to the County's assigned Group Plan Operator through CERA by March 1 of the following year.
17. The Consultant shall submit a report with the total weight, by CED category, and weights of all other accepted recyclable materials transported from County collection sites and events to the County on a quarterly basis. Submit also a report summarizing site visitation and traffic to the County collection sites on a quarterly basis. Format of such reports will be developed by mutual agreement between the County program staff and Consultant.

STATE OF ILLINOIS)
COUNTY OF KANE) SS.

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-25-1366

FEED THE CART REGIONAL RECYCLING OUTREACH AND EDUCATION CAMPAIGN & KANE COUNTY DEPLOYMENT

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-25-1375

**AUTHORIZING AN AGREEMENT WITH THE VILLAGE OF WEST DUNDEE
AND EWORKS ELECTRONICS SERVICES, INC. FOR OPERATION OF THE
WEST DUNDEE RECYCLING CENTER IN 2026**

WHEREAS, the Kane County Solid Waste Management Plan, most recently updated in 2020, recommends that the County maintain programs to divert consumer electronics and other hard-to-recycle materials from disposal in landfills; and

WHEREAS, the Consumer Electronics Recycling Act (CERA - 415 ILCS 151), effective January 1, 2019, bans the landfill disposal of several common consumer electronic items; and

WHEREAS, the Kane County Recycling Program opted in to participate in the CERA program for 2026 and will be renewing a contract for recycling collection services with eWorks Electronics Services; and

WHEREAS, the Kane County Department of Environmental and Water Resources FY26 budget includes \$750 per month to cover Village expenses associated with hosting the recycling center; and

WHEREAS, it is beneficial to residents of the County to have access to five-day-a-week, year-round recycling centers.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes its Chairman to execute an agreement with the Village of West Dundee and eWorks Electronics Services, Inc. for the collection of recyclable materials.

Line Item: 650-670-670-50150

Line Item Description: Contractual expenses

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available?

N/A

Passed by the Kane County Board on December 9, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Agreement with the Village of West Dundee and eWorks Electronics Services, Inc. for Operation of the West Dundee Recycling Center in 2026

Committee Flow:

Energy and Environmental Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Clair Ryan, 630-208-3841, ryanclair@kanecountyl.gov

Budget Information:

Was this item budgeted? Yes.	Appropriation Amount: \$9,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

Agreement allows the County and its contracted recycling collections partner to continue to operate a five-day-a-week staffed collection point for hard to recycle materials at the Village of West Dundee Department of Public Works. This site will collect the same suite of materials as in the year previous, including electronics, clothing and textiles, books, and select child care items. Appropriated funding will off-set Village expenses related to use of the space.

**INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF KANE,
THE VILLAGE OF WEST DUNDEE, AND eWORKS ELECTRONIC SERVICES INC.
FOR THE COLLECTION OF ELECTRONIC EQUIPMENT & OTHER RECYCLABLES IN 2026**

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and among KANE COUNTY, ILLINOIS (hereinafter referred to as the “County”), the VILLAGE OF WEST DUNDEE, ILLINOIS, a municipal corporation (hereinafter referred to as the “Village”); and eWorks Electronic Services, Inc. (hereinafter referred to as the “Collector”).

WITNESSETH

WHEREAS, the Village and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the Village 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 Village 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 County has an Agreement with the Collector to provide recycling collection services for used electronics equipment; and

WHEREAS, the County has opted in to collection and proper management of used electronic equipment under the Illinois Consumer Electronics Recycling Act for the 2026 program year; and

WHEREAS, the collection of used electronic equipment for recycling is a matter within the government and affairs of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Village, County and the Collector agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement in their entirety.

SECTION 2. SCOPE OF SERVICES

- (A) The Village agrees to accept on its property electronic equipment, smoke and carbon monoxide detectors, child car seats, high chairs, strollers and ride-on toys, books, cardboard, paper and textiles for recycling from the public during normal business hours, year-round. Within these categories, items to be collected, processed, and marketed will be determined by the Collector as set forth in its contract with the County (the “Recycling Collection Services Contract”). Large home appliances (including stoves, refrigerators, freezers, etc.), items containing chemical refrigerants, and household hazardous waste (including paint, cleaners, etc.) cannot be accepted under this Agreement.
- (B) The Village agrees to accept on its property corrugated plastic campaign signs for recycling from the public during the two week period directly following electoral primaries and general elections. The County will arrange for timely transportation of these materials from the site.
- (C) The County will maintain a formal agreement with the recycling Group Plan Operator assigned to the County by the Illinois Manufacturer Clearinghouse/Electronics Recycling Representative Organization under the Consumer Electronics Recycling Act (415 ILCS 151).
- (D) The Village will provide a location open to all County residents. The Village will provide staff time, as needed, up to one hour per day. The Village will provide power to the Collector’s enclosed work station. The Village may invest in a motion activated surveillance camera to monitor illicit dumping during closed hours in order to seek an additional funding source through fines, but is not obligated to do so.

- (E) The Collector will provide one full-time staff person to run the site during all open hours, and will deploy on call backup individuals in case of short or long-term absences of the regular staff person. It will also provide an enclosed work station and, in cooperation with Kane County's assigned Group Plan Operator through the Consumer Electronics Recycling Act, all necessary gaylord boxes and pallets, trailer, transport, and processing of electronic equipment, paper fiber and textiles.

SECTION 3. INCENTIVE PAYMENT TO VILLAGE

The County shall provide a financial incentive to the Village. Payment shall be made to the Village and used, to the extent necessary, for site improvements, electricity and fuel cost, equipment, and labor related to continuing to operate a drop-off site for electronics. The amount to be paid for calendar year 2026 will be seven-hundred and fifty dollars (\$750) per month that the drop-off is open to the public.

The amount to be paid in 2027 and beyond is yet to be determined, contingent upon availability of funds and potential changes associated with the Consumer Electronics Recycling Act (415 ILCS 151), which replaced the Electronic Products Recycling and Reuse Act, effective January 1, 2019.

SECTION 4. CHANGES

The County, the Village or the Collector 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 among the County, the Village, and the Collector shall be incorporated only in written amendments to this Agreement.

SECTION 5. TERMINATION

Default. This Agreement may be terminated in whole or in part in writing by any party in the event of substantial failure (hereinafter termed "termination by default") by another party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the all parties are given (1) not less than sixty (60) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination. Should the Collector fail to provide services as agreed to above and in the Recycling Collection Services Contract, and should immediate termination become necessary, the Village and County will work together on closure plans and public outreach.

SECTION 6. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question among the County, the Village and the Collector arising out of or relating to the services to be provided by each of the parties pursuant 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, other than as provided in Section 7.

SECTION 7. HOLD HARMLESS

The Village agrees to assume all risk of loss and to indemnify and hold the County and the County's Collector, 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 solely out of the Village's negligent or intentional acts or omissions.

In addition to the indemnity provision between the County and Collector in the Recycling Collection Services Contract, the Collector hereby indemnifies the Village pursuant to the same terms in the Recycling Collection Services Contract.

The Collector agrees to assume all risk of loss and hold the Village, their 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 solely out of the Collector'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.

SECTION 9. TERM

The term of this Agreement shall commence, unless terminated pursuant to Section 5 hereof, on January 1, 2026 and shall terminate on December 31, 2026.

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

VILLAGE OF WEST DUNDEE

By _____
Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

By _____
Christopher Nelson
President
Village of West Dundee, Illinois

Date: _____

Date: _____

COLLECTOR, eWorks Electronics Services, Inc.

By _____
Jeff Stagg
Director of Midwest Operations
eWorks Electronics Services, Inc.

Date: _____