



Kane County

KC Energy and Environmental Committee

Agenda

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

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

Friday, November 15, 2024

9:00 AM

County Board Room

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: October 11, 2024**
5. **Public Comment (Agenda Items)**
6. **Environmental (J.Wollnik)**
 - A. Solar Projects on Kane County Property
7. **Recycling/Solid Waste (C. Ryan)**
 - A. **Resolution:** Authorizing an Agreement with the Village of West Dundee and Eworks Electronics Services, Inc. for Operation of the West Dundee Recycling Center in 2025
 - B. **Resolution:** Authorizing Extension to Professional Service Agreement for 2025 Recycling Center and Event Staffing and Operations
8. **Sustainability (S.Hinshaw)**
 - A. Kane County Waste Warrior Implementation Team tours LRS Chicago The Exchange Material Recovery Facility
9. **New Business**
10. **Chairs Comments**
11. **Reports Placed On File**
12. **Executive Session (if needed)**
13. **Adjournment**

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

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

Vote:

**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 2025**

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 2025 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 2025 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 2026 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, 2025 and shall terminate on December 31, 2025.

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: _____



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 2025

Committee Flow:

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

Contact:

Clair Ryan, Recycling Program Coordinator, 630.208.3841

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$9,000
If not budgeted, explain funding source: N/A	

Summary:

This Resolution re-authorizes and expands the accepted materials list for the West Dundee Recycling Center, supported by the County Recycling Program, staffed by Eworks Electronics Services, Inc., and hosted by the Village of West Dundee.

County of Kane
KANE COUNTY GOVERNMENT CENTER



December 31, 2024

EXTENSION

Extension of Service Agreement
Collection of Recyclable Materials

This EXTENSION made this 31st day of December, 2024, is part of and is to be attached to the Professional Services Agreement made on the 1st day of January, 2024 by and between County of Kane and eWorks Electronics Services, Inc. collection of recyclable materials at two permanent collection sites and at collection events.

The County hereby requests and eWorks Electronics Services, Inc. agrees to the extension of contract, for an additional one (1) year of service. The County shall reimburse eWorks Electronics Services, Inc. up to Nine-Thousand Dollars (\$9,000) for equipment-related expenses incurred by eWorks during the extension period.

The extended agreement is commencing on the date of final execution below and expiring on December 31, 2025.

The parties hereto mutually agree that the aforesaid Agreement, of which this EXTENSION is made part, 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.

Jeffery Stagg
Director of Operations, Illinois
EWorks Electronics Services, Inc.

Date

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

Date



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Extension to Professional Service Agreement for 2025 Recycling Center and Event Staffing and Operations

Committee Flow:

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

Contact:

Clair Ryan, Recycling Program Coordinator, 630.208.3841

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$9000
If not budgeted, explain funding source: N/A	

Summary:

This Resolution extends the period of performance of the Professional Services Agreement authorized by Res 23-506 for one year and authorizes \$9,000 in additional reimbursement for equipment expenses related to operation of the recycling centers.

LRS Chicago The Exchange Material Recovery Facility



Joy Rifkin – Sustainability Manager of LRS









Cans



Metal



PET



HDPE

A background image of a calm lake with misty, foggy mountains in the distance. The water is still, reflecting the light. The overall color palette is soft and muted, with various shades of blue and green.

Virtual tour of the LRS Exchange MRF with other educational resources video