



Kane County

KC Energy and Environmental Committee

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

Agenda

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

Friday, November 17, 2023	9:00 AM	County Board Room
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1. Call To Order
2. Roll Call
3. Remote Attendance Requests
4. Approval of Minutes: October 13, 2023
5. Public Comment (Agenda Items)
6. Environmental (J. Wollnik)
7. Recycling/Solid Waste (C. Ryan)
 - A. **Resolution:** Authorizing an Intergovernmental Agreement with the Village of West Dundee and Eworks Electronics Services, Inc. for Operation of the West Dundee Recycling Center in 2024
 - B. **Resolution:** Authorization to Enter into Professional Services Contract for Collection of Recyclable Materials with Eworks Electronic Services, Inc.
8. Sustainability (S. Hinshaw)
 - A. Sustainability Update
 - B. **Resolution:** Amending the PPA and Site Lease Between Kane County and GRNE Solarfield 05, LLC
 - C. Confluence Climate Consulting (C3) Presentation and Proposal Letter
 - D. Tree Protection Ordinance Update
9. New Business
10. Chairs Comments
11. Reports Placed On File
12. Executive Session (if needed)
13. Public Comment (Non- Agenda Items)

14. Adjournment

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-23-1564

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE
VILLAGE OF WEST DUNDEE AND EWORKS ELECTRONICS SERVICES,
INC. FOR OPERATION OF THE WEST DUNDEE RECYCLING CENTER IN
2024**

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 consumer electronic item types; and

WHEREAS, Kane County opted in to participate in the CERA program in 2024 and is entering into a contract for recycling collection services with eWorks Electronics Services in 2024 for the collection of both CERA program items and other recyclable materials; and

WHEREAS, Kane County has maintained a recycling center in partnership with the Village of West Dundee at the Village Department of Public Works building, attended by eWorks staff, for the last seven years; and

WHEREAS, the Kane County Department of Environmental and Water Resources included funds in its FY2024 budget to cover expenses incurred by the Village associated with the recycling center in the amount of \$750 per month of center operation; and

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

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Chairman to execute the attached Intergovernmental Agreement with the Village of West Dundee and eWorks Electronics Services, Inc. for the collection of recyclables.

Line Item: 650-670-670-50150

Line Item Description: Consulting Services

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 12, 2023.

John A. Cunningham, MBA, J.D.
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 INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WEST DUNDEE AND EWORKS ELECTRONICS SERVICES, INC. FOR OPERATION OF THE WEST DUNDEE RECYCLING CENTER IN 2024

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:

The attached resolution and associated agreement allow for the continued operation of a County-associated recycling center on Village property in West Dundee.

Passed by the Kane County Board on December 12, 2023.

John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorization to enter into Professional Services Contract for Collection of Recyclable Materials with Eworks Electronic Services, Inc.

Committee Flow:

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

Contact:

Clair Ryan, Recycling Program Coordinator, 603-208-3841

Budget Information:

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

Summary:

The attached resolution and associated contract secure professional collection services required for the continued operation of County-affiliated recycling centers and for the County's continued participation in the state manufacturer-funded Consumer Electronics Recycling Act program.

CONTRACT FOR PROFESSIONAL SERVICES

Collection of Recyclable Materials

This agreement is entered into this 1st day of January, 2024, and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** with offices at 719 S. Batavia Avenue, Geneva, Illinois 60134 (the “**County**”), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and Eworks Electronics Services, Inc. of Elk Grove, IL (the “**Consultant**”). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant for the Collection of Recyclable Materials.

§ 2. Scope of services

The services to be provided by the Consultant (the “**Work**”), are attached as Exhibit A.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue, unless earlier terminated in accordance herewith, through December 31, 2024. There shall be three optional one-year extensions of term available provided all other terms of the agreement and Work set forth in Exhibit A remain unchanged.

§ 4. Relationship of parties

The Consultant will serve as the County’s professional consultant in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Reimbursement of equipment expenses

The County will reimburse the Consultant \$9,000 per year for equipment expenses further described in the attached Exhibit A during the initial year of the contract and for any subsequent years of optional contract extension. The County will pay each such invoice within 45 days of its receipt.

§ 6. Terms and conditions

- (a) The Executive Director of the Environmental and Water Resources Department (The “**Director**”), or his/her written designee, shall act as the County’s representative (the “**Client**”) with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all Work through the Client and shall report results of all Work directly to the Client as described in the attached Exhibit A.
- (b) No change to the Work attached as Exhibit A will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.

- (c) The County may, anytime and without cause, upon notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. Custody of recyclable material collected by the Consultant prior to termination shall be as described in Exhibit A. The Consultant will submit a final invoice for any equipment expenses through the date of termination which will be paid within 45 days of its receipt. In the event of termination, only actual expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 7. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County. Components of the Work are being conducted under the Consumer Electronic Recycling Act (CERA) (415 ILCS 151). The Consultant is authorized to disclose information about Covered Electronic Devices collected under CERA to the County's assigned Group Plan Operator and to the Illinois Environmental Protection Agency as further described in the attached Exhibit A.

§ 8. Responsibility of Consultant

The Consultant shall perform the Work as described in Exhibit A in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 9. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

§ 10. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following termination of the agreement insurance coverage as follows:

Naming Kane County as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to Kane County prior to cancellation or modification of the policy.

Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate:	\$2,000,000
Products and Completed Operations:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Or - Combined Single Limit:	\$1,000,000

Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and /or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project. In case employees are engaged in work under this agreement and are not protected under the Workers Compensation and Occupational Disease Act, the Collector shall provide adequate and suitable insurance for the protection of employees not otherwise provided.

Umbrella Liability:	
Aggregate Limits	\$5,000,000

Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, anyone directly employed by the Consultant, and the Consultant's obligation of indemnification under this agreement.

Limits:	
Aggregate	\$1,000,000

The Consultant shall cease operations under this agreement if the insurance is cancelled or reduced below the specified amount of coverage.

Prior to commencement of the Work and annually thereafter, the Consultant will furnish the County with a certificate of insurance evidencing the coverage specified, which names the County as an additional insured on

all policies except Workmen's Compensation and Professional Liability, and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 11. Equal Employment Opportunity

Section 6.1 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein by this reference as though fully set forth.

§ 12. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§ 13. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, or sent by first class mail, postage prepaid to:

**Kane County Environmental
and Water Resources**

Clair Ryan
Recycling Program Coordinator
719 Batavia Ave., Building A
Geneva, IL 60134

Eworks Electronics Services, Inc.

Jeffrey Stagg
Director of Midwest Operations
1201 Estes Ave
Elk Grove Village, IL 60007

Notice by first class mail shall be effective four days after mailing.

§ 14. Miscellaneous

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.

- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.
- (h) If any action is filed under or relating to this agreement, the non-prevailing party (as determined by the Court) shall pay, in addition to all other amounts which the non-prevailing party may be ordered to pay, the prevailing party's costs, expenses and reasonable attorney's fees.

County of Kane

EWorks Electronics Services, Inc.

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

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

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). 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. Fabyan 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 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 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. 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.
11. The Consultant shall arrange for the safe, efficient and timely transportation of all collected materials 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.
12. 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 ILSC 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.
13. 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.
14. 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.

PRESENTATION/DISCUSSION NO. TMP-23-1530

SUSTAINABILITY UPDATE

Sustainability Update

1. Climate Pollution Reduction Grant
 1. 12 potential towns/counties for coalition including, Geneva, Aurora, Batavia, Hampshire and Kendall and Will county.
2. Solar switch kick off November 13th
 1. Deadline to sign up is December 12th

Solar Field Success!

It is expected the County will save approximately \$200,000 per year, or more than \$4 million over the 25-year life expectancy

produce more than 3.5 million kWh annually



STATE OF ILLINOIS)

COUNTY OF KANE)

AMENDING THE PPA AND SITE LEASE BETWEEN KANE COUNTY AND GRNE SOLARFIELD 05, LLC

WHEREAS, the Parties wish to enter into this Amendment that makes certain amendments to the PPA and Site Lease as set forth in the Omnibus Amendment to Agreements.

Passed by the Kane County Board on December 12, 2023

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

Kane County



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending the PPA and Site Lease Between Kane County and GRNE Solarfield 05, LLC

Committee Flow:

Energy and Environmental Committee, Executive Committee, County Board

Contact:

Jodie Wollnik, (630) 232-3499

Budget Information:

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

Summary:

Amending the PPA and Site Lease between Kane County and GRNE Solar for the Kane County Solar project at the Judicial Center

OMNIBUS AMENDMENT TO AGREEMENTS

This OMNIBUS AMENDMENT TO PPA AND SITE LEASE (this “**Amendment**”) is made and entered into as of December 12, 2023, by and between GRNE Solarfield 05, LLC, an Illinois limited liability company, and the County of Kane, Illinois, an Illinois unit of local government (each a “**Party**” and together the “**Parties**”).

WHEREAS, the Parties have entered into that certain Site Lease for Solar Installation dated September 14, 2021 (“**Site Lease**”) and that certain Solar Energy Power Purchase Agreement dated September 14, 2021 (“**PPA**”); and

WHEREAS, the Parties wish to enter into this Amendment to make certain amendments to the PPA and Site Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the Parties and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the PPA and Site Lease as follows:

1. **Defined Terms.** Capitalized terms used in this Amendment but not otherwise defined have the meaning ascribed them in the PPA.

2. **Lease.** The Site Lease is hereby amended as follows:

a. Section 2(c) is hereby amended and restated in its entirety as follows:

(c) Early termination by Lessee. Notwithstanding any provision contained herein to the contrary, Lessee may terminate this Lease in whole or in part, without penalty, by providing thirty (30) days written notice to Lessor, by June 30, 2024, if:

(i) Lessee is not able to obtain a title insurance policy issued by a nationally recognized title insurance provider in connection with its lease of the Leased Premises, which insures that Lessee’s leasehold interest in the Leased Premises is recordable, provides marketable title, and is free and clear of all mortgages, liens, security interests, claims, Encumbrances (as defined below) and interests (except those in connection with which Landlord has delivered to Lessee prior to 180 days from the Effective Date an NDA as described in Section 8(d)); or

(ii) Lessee is not able to obtain (A) an interconnection agreement from the local utility in connection with the System, or (B) all permits and approvals required for the construction of the System after using commercially reasonable efforts to do so; or

(iii) Lessee discovers unforeseen structural issues with the Leased Premises that prevent (or substantially increase the cost of) the installation of the System; or

(iv) Lessee receives a Phase I environmental study of the Leased Premises revealing the existence of any underground storage tank or any hazardous, toxic, or dangerous materials on, in, or under the Premises in violation of any Applicable Law; or

(v) Lessee receives all financing (debt, equity, or otherwise) required for development of the System after using commercially reasonable efforts to obtain such financing on reasonable terms; or

- (vii) There shall have been no material adverse change in the expected costs associated with installing and/or interconnecting the System that materially adversely impacts Lessee's expected economic benefit under the PPA; or
- (viii) There shall have been no material adverse change (including a change in law) in the applicable tax credits or other incentives for the System that materially adversely impacts Lessee's expected economic benefit under the PPA.

b. Section 14(a) is hereby amended and restated in its entirety as follows:

a) Lessee's Assignment. Lessee shall not assign or pledge this Lease or sublet the whole or any part of the Leased Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Leased Premises by anyone other than Lessee, and shall not make, suffer or permit any such assignment, subleasing or occupancy, without the prior written consent of Lessor, which restrictions shall be binding upon any and all assignees of this Lease and subtenants of the Premises. Notwithstanding the foregoing, Lessee, upon prior written notice to Lessor, may in its sole discretion assign any of its rights, duties or obligations under this Lease (i) to one or more of its Affiliates (as defined below), a purchaser of the System (via asset or equity investment), or a successor-in-interest, or (ii) to one or more third parties for collateral purposes in connection with any debt or equity financing involving the System, Lessee or Lessee's Affiliates.

c. Exhibit C is hereby amended as follows:

The following is inserted as a legal description of the "Leased Premises":

A parcel of land located in part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 40 North, Range 8 East of the Third Principal Meridian, Kane County, Illinois, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 32; thence North 89 degrees 39 minutes 47 seconds East along the South line of the Southwest Quarter of said Section 32, a distance of 342.95 feet; thence North 0 degrees 20 minutes 13 seconds West perpendicular to the last described course, a distance of 92.69 feet to the Point of Beginning for the hereinafter described parcel of land; thence North 57 degrees 35 minutes 40 seconds West, a distance of 77.40 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 198.01 feet; thence North 52 degrees 52 minutes 41 seconds East, a distance of 45.15 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 35.43 feet; thence North 28 degrees 44 minutes 36 seconds West, a distance of 74.86 feet; thence North 0 degrees 00 minutes 00 seconds East, a distance of 128.28 feet; thence North 23 degrees 39 minutes 57 seconds East, a distance of 94.86 feet; thence North 36 degrees 39 minutes 45 seconds East, a distance of 91.35 feet; thence North 30 degrees 09 minutes 45 seconds East, a distance of 78.00 feet; thence North 78 degrees 18 minutes 09 seconds East, a distance of 118.97 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 38.65 feet; thence South 74 degrees 23 minutes 19 seconds East, a distance of 83.72 feet; thence South 55 degrees 33 minutes 17 seconds East, a distance of 42.02 feet; thence South 42 degrees 48 minutes 22 seconds East, a distance of 69.53 feet; thence South 43 degrees 25 minutes 33 seconds East, a distance of 32.47 feet; thence South 0 degrees 00 minutes 00 seconds East, a distance of 245.90 feet; thence South 26 degrees 54 minutes 15 seconds East, a distance of 38.14 feet; thence South 47 degrees 49 minutes

10 seconds East, a distance of 33.02 feet; thence South 81 degrees 23 minutes 40 seconds East, a distance of 148.79 feet; thence South 88 degrees 12 minutes 30 seconds East, a distance of 92.23 feet; thence North 79 degrees 58 minutes 55 seconds East, a distance of 16.52 feet; thence North 79 degrees 13 minutes 16 seconds East, a distance of 71.52 feet; thence North 67 degrees 21 minutes 42 seconds East, a distance of 37.33 feet; thence North 89 degrees 07 minutes 47 seconds East, a distance of 69.37 feet; thence South 0 degrees 00 minutes 00 seconds East, a distance of 214.62 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 72.14 feet; thence South 79 degrees 58 minutes 06 seconds West, a distance of 108.48 feet; thence South 82 degrees 42 minutes 21 seconds West, a distance of 69.94 feet; thence South 52 degrees 29 minutes 01 second West, a distance of 67.33 feet; thence South 88 degrees 20 minutes 49 seconds West, a distance of 23.49 feet; thence North 80 degrees 41 minutes 41 seconds West, a distance of 121.19 feet; thence North 73 degrees 14 minutes 40 seconds West, a distance of 21.20 feet; thence North 63 degrees 32 minutes 28 seconds West, a distance of 17.25 feet; thence South 86 degrees 57 minutes 05 seconds West, a distance of 77.81 feet; thence South 85 degrees 02 minutes 32 seconds West, a distance of 90.04 feet; thence South 48 degrees 31 minutes 13 seconds West, a distance of 89.33 feet; thence South 86 degrees 20 minutes 43 seconds West, a distance of 150.29 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 12.98 feet to the Point of Beginning, containing 9.518 acres, more or less, all being situated in the City of Geneva, Kane County, Illinois.

3. **PPA.** The PPA is hereby amended as follows:

a. Section 2.2 is hereby amended and restated in its entirety as follows:

2.2 **Conditions Precedent.** The respective rights and obligations of the Parties under this PPA are expressly conditioned upon the satisfaction in full (or written waiver) of all of the following conditions, which the Parties shall pursue diligently and in good faith:

- a) Buyer and Seller shall have executed and delivered the Lease;
- b) Seller, with the assistance of Buyer as required by the local utility, shall have obtained an interconnection application approved by the local electric utility;
- c) Seller shall have obtained sufficient information to determine that the project shall be eligible for a \$0.25 per DC watt rebate from the utility;
- d) Seller shall have obtained sufficient information to determine that the project shall be eligible to receive solar renewable energy credits through the Illinois Power Agency at a price that is reasonably certain; and/or
- e) The conditions set forth in Section 2(c) of the Lease (as amended) shall have been met.

If the conditions precedent above are not satisfied by June 30, 2024, and only until all the conditions precedent above are satisfied, either Party may terminate this PPA without penalty subject to Section 2.4 by providing the other Party with notice pursuant to Section 16.1.

b. Section 5.6 is hereby amended and restated in its entirety as follows:

If the System has not achieved Commercial Operation by June 30, 2024, subject to a day-for-day extension for i) any Force Majeure event or ii) delay caused by the actions or omissions of Buyer, and only until the System has achieved

Commercial Operation, Buyer may terminate this PPA without penalty subject to Section 2.4 by providing Seller with notice pursuant to Section 16.1.

- c. Section 17.1 is hereby amended and restated in its entirety as follows:

17.1 Assignment. The Parties shall not, without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, assign, pledge, or transfer any or all rights or obligations under this PPA. Any such assignment or transfer without such consent will be null and void. Notwithstanding the foregoing, (i) with reasonably prompt written notice (but without consent being required therefor), Seller may assign its rights and interests in this PPA for collateral purposes in connection with any equity or debt financing involving the System, Seller, or Seller's Affiliates, and (ii) Seller may assign or transfer its rights and interest in this PPA, in whole or in part, to any Affiliate of Seller, a purchaser of the System (via asset or equity investment), or a successor-in-interest. Seller shall be entitled to file informational financing statements or fixture filings in such jurisdictions as it deems appropriate to establish public record of its rights in the System or in connection with the grant of a security interest in the System to any of its Lenders.

- d. Exhibit B is hereby amended as follows:

"Canadian Solar 640W" is replaced with "Canadian Solar 655W"

- e. Exhibit D is hereby amended as follows:

Every instance of "\$0.0350" is replaced with "\$0.0420" **TO BE VERIFIED**

- f. The table set forth in Exhibit E is hereby deleted and replaced with the following:

Year	MFMV
10	1,240,066.18
11	1,208,643.45
12	1,178,638.82
13	1,159,669.55
14	1,142,150.81
15	1,126,099.50
16	1,086,389.53
17	973,288.29
18	904,998.59
19	838,248.52
20	776,185.42
21	717,203.18
22	659,742.13
23	603,934.35
24	549,646.58
25	496,899.15

g. The table set forth in Exhibit F is hereby deleted and replaced with the following:

Year	Expected Production (kWh)	85% Production Guarantee (kWh)
1	4,079,300	3,467,405
2	3,997,714	3,398,056
3	3,965,732	3,370,872
4	3,934,006	3,343,905
5	3,902,533	3,317,153
6	3,871,312	3,290,615
7	3,840,341	3,264,289
8	3,809,618	3,238,175
9	3,779,141	3,212,269
10	3,748,907	3,186,570
11	3,718,915	3,161,077
12	3,689,163	3,135,788
13	3,659,649	3,110,701
14	3,630,371	3,085,815
15	3,601,328	3,061,128
16	3,572,517	3,036,639
17	3,543,936	3,012,345
18	3,515,584	2,988,246
19	3,487,459	2,964,340
20	3,459,559	2,940,625
21	3,431,882	2,917,099

22	3,404,426	2,893,762
23	3,377,190	2,870,611
24	3,350,172	2,847,646
25	3,323,370	2,824,864
Total	91,694,125	

4. **Entire Agreement.** There are no oral agreements among the Parties hereto affecting this Amendment. This Amendment contains all the terms, covenants, conditions, representations, warranties, and agreements of the Parties relating in any manner to the subject matter hereof, and this Amendment supersedes and cancels all previous negotiations, arrangements, representations, warranties, agreements, and understandings, if any, among the Parties hereto relating in any manner to the subject matter hereof.

5. **Conflict of Terms.** In the event of any conflict between either of the PPA and this Amendment or the Site Lease and this Amendment, the terms and conditions of this Amendment shall prevail.

6. **Amendments; Binding Effect.** This Amendment may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by the Parties or their respective successors in interest. This Amendment inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

7. **Ratification.** Except as modified by this Amendment, the PPA and Site Lease shall remain in full force and effect and are hereby ratified and confirmed. From and after the date of this Amendment, all references to the PPA and Site Lease shall be deemed references to such agreements as amended hereby.

8. **Counterparts.** This Amendment may be executed in several counterparts, which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by telefacsimile, portable document format (.pdf) or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment.

[Signatures Follow On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

County of Kane, Illinois, an Illinois unit of local government

GRNE Solarfield 05, LLC

Signature: _____

Signature: _____

Name: Corinne Pierog

Name: Eric Peterman

Title: Chairman, Kane County Board

Title: Authorized Representative

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-23-1531

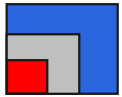
CONFLUENCE CLIMATE CONSULTING (C3) PRESENTATION AND PROPOSAL LETTER

Climate Pollution Reduction Fund

Kane County – Energy and Environmental Committee

November xx, 2023

Kristina Murphy

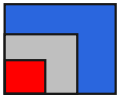


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Confluence Climate Consulting LLC (C³)

Agenda

- Overview of Climate Pollution Reduction Fund (CPRF)
- County-led coalition
- Next steps
- Question/answer and discussion
- Extras:
 - Eligible projects
 - Metrics
 - Outcomes
 - Position descriptions

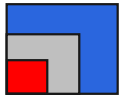


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CPRF Overview

Purpose: Reduce greenhouse gas (GHG) emissions by:

1. Implement ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond;
 2. Pursue measures that will achieve substantial community benefits (such as reduction of criteria air pollutants (CAPs) and hazardous air pollutants (HAPs)), particularly in low-income and disadvantaged communities;
 3. Complement other funding sources to maximize these GHG reductions and community benefits; and,
 4. Pursue innovative policies and programs that are replicable and can be “scaled up” across multiple jurisdictions.
- \$4.3 billion total
 - \$2 – 500 million per award (5 tiers)

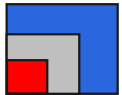


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CPRF Overview

Important Dates:

- Notice of Intent (optional) due: February 1, 2024
- Priority Climate Action Plan (PCAP) due: March 1, 2024
(to be completed by Metropolitan Mayors Caucus)
- Implementation phase application due: **April 1, 2024**
- Timeline of funding:
 - Notification of awards: July 2024
 - Awards distributed: October 2024
 - Duration of 5 years

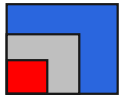


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CPRF Overview

Eligible Sectors:

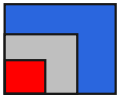
- Transportation
- Electric Power
- Buildings
- Industrial
- Water, Waste, and Materials Management
- Agricultural
- Carbon Removal Measures



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CPRF Overview

- Workplan
 - Must be consistent with PCAP
 - GHG reduction measures
 - Disadvantaged populations
 - Reporting periods: 2025-2030 and 2025-2050
- Budget
 - Infrastructure projects
 - Staffing
- Coalition
 - Memo of Understanding (MOU)
- Questions for EPA

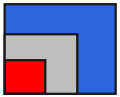


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Coalition

- Avoids duplication of efforts for education/outreach and program administration
- Regional continuity
- Stronger case for award, larger potential impact
- Provides resources to communities that are currently lacking

*Education/Outreach + Financial Incentives and Financing + Workforce =
Deployment of Technology*

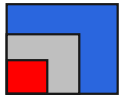


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Coalition

County-led program, funded by grant for 5 years

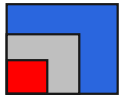
- CPR Program staff to implement reduction measures
- Low-income and disadvantage community provisions
- Trainings for workforce development



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Coalition Timeline

- Meeting with municipalities - Early November
- Draft Memo of Agreement (MOA) – Mid-December
- Finalize list of communities participating – 1/25/24
- Send Notice of Intent to EPA - <2/1/24
- Draft workplan – Mid-January
- Draft budget – Late January
- Final Memo of Agreement (MOA) – Mid-February
- Final workplan - Early March
- Final budget - Early March
- Draft/Final technical appendices – Early March

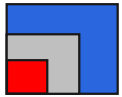


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Next Steps

- Outreach to communities for intention to participate
- Draft Memo of Agreement, workplan, and budget
- Collaborate with Metropolitan Mayors Caucus on PCAP
- Submit questions to EPA before March 15, 2024

www.epa.gov/system/files/documents/2023-09/CPRG%20General%20Competition%20NOFO.pdf



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Workplan

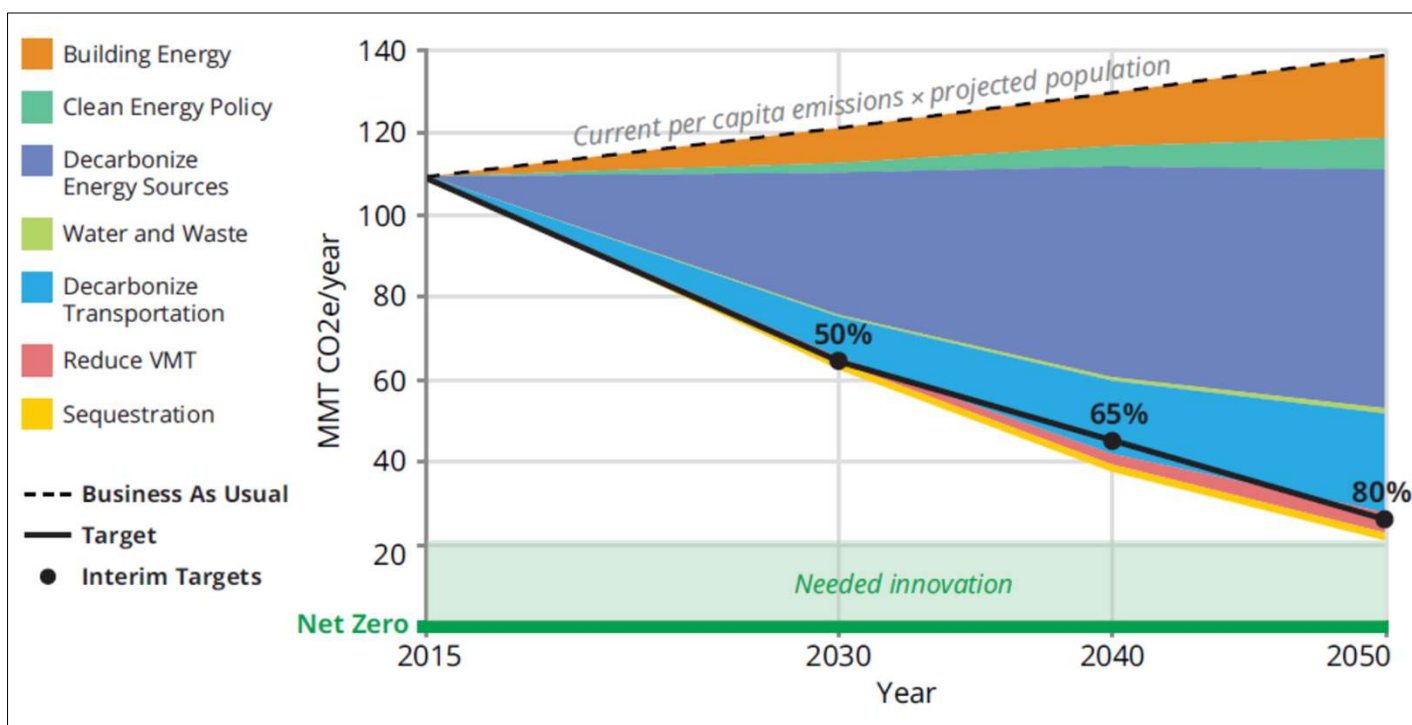
- Inventory existing programs and financial incentives to document deficiencies
- Coordinate with Metropolitan Mayors Caucus' Priority Climate Action Plan (PCAP)
- Determine emissions reduction measures
- Determine metrics for quantifying reductions
- Document environmental justice areas
- Determine infrastructure projects and estimated costs
- Determine staffing needs to administer program



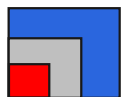
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Workplan

Metropolitan Mayors Caucus - Climate Action Plan



Source:
Metropolitan
Mayors Caucus
Climate Action
Plan



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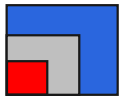
11/4/2021

12

Metrics

Reduction in cumulative metric tons of GHG emissions:

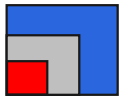
- From 2025 through calendar year 2030, and
 - From 2025 through calendar year 2050.
 - Number of: equipment or technology installations, such as zero-emission vehicles; renewable energy installations and smart meters; electrified appliances (e.g., heat pumps) installed; buildings retrofitted; industrial equipment electrified; biodigesters installed; trees planted;
 - Policies and measures enacted, adopted, and/or expanded, and related procedural milestones in implementing GHG reduction measures; and/or,
 - Staff hired to implement GHG reduction measures, associated low-income and disadvantaged community provisions, and associated trainings for workforce development.
- Focus on low-income and disadvantaged communities*



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Outcomes

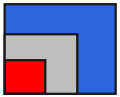
- Lower energy demand and residential/commercial energy expenditures;
- Reduced energy bills for residents in low-income and disadvantaged communities, and throughout the applicant's jurisdiction;
- Reduced exposure to hazardous air pollution or unhealthy ambient air quality;
- Increased staff capacity to implement GHG reduction measures;
- Enhanced level of community engagement, as measured by an increased number of ongoing actions to engage with organizations and residents of disadvantaged communities, and other interested parties;
- Number of high-quality jobs created throughout the applicant's jurisdiction and in low-income and disadvantaged communities; and/or,
- Increased resilience to climate change impacts as measured by the number of buildings or census tracts that meet certain resiliency standards.



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Eligible Projects – Transportation

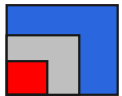
- **Programs to increase the share of electric light-, medium-, and heavy-duty vehicles, and to expand electric vehicle charging infrastructure**
- Electrification requirements for state, municipal, territorial, and tribal vehicle, transit, or equipment fleets
- Transportation **pricing programs that reduce vehicle miles traveled (VMT)**, such as parking pricing and congestion and road pricing
- Policies to support transportation management incentive programs to reduce vehicle trips or travel and expand transit use, such as van-pool programs, ridesharing, transit fare subsidies, and bicycle facilities
- **New or expanded transportation infrastructure projects to facilitate public transit, micro-mobility, car sharing, bicycle, and pedestrian modes**
- **Incentive programs to purchase zero-emission vehicles and equipment** to replace older heavy-duty diesel vehicles and equipment
- Programs to increase efficiency and reduce GHG emissions at ports and freight terminals, such as vehicle or equipment idle reduction, vessel-speed reduction, equipment electrification, and shore power
- **Update building and zoning codes to encourage walkable, bikeable, and transit-oriented development**
- Encourage mode shift from private vehicles to walking, biking, and public transportation (e.g., complete streets, bike share programs, bike storage facilities, low-speed electric bicycle subsidies, public transit subsidies)



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Eligible Projects – Transportation

- Programs to expand electric vehicle charging infrastructure
- Pricing programs that reduce vehicle miles traveled (VMT)
- New or expanded transportation infrastructure projects to facilitate public transit, micro-mobility, car sharing, bicycle, and pedestrian modes
- Incentive programs to purchase zero-emission vehicles and equipment
- Update building and zoning codes to encourage walkable, bikeable, and transit-oriented development
- Encourage mode shift from private vehicles to walking, biking, and public transportation

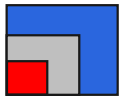


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Excerpts, see NOFO for complete list

Eligible Projects – Electricity

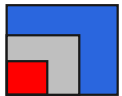
- Renewable portfolio standards and/or clean electricity standards
- Energy efficiency portfolio standards
- Emission trading systems (e.g., cap-and-trade programs) and carbon pricing measures
- GHG performance standards for electric generating units
- Installation of renewable energy and energy storage systems on municipal facilities
- Programs to support smart-grid and/or behind-the-meter technologies to reduce power losses, reduce peak demand, and enable consumer participation in distributed generation
- Targeted incentives for installation of renewable energy and energy storage systems on commercial and residential buildings, such as net metering, tax credits, rebates, and streamlined interconnection standards
- Policies and measures to streamline permitting for renewable energy projects
- Development of distributed or community-scale renewable energy generation, microgrids, or vehicle-to-grid infrastructure in disadvantaged communities, including remote and rural regions



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Eligible Projects – Buildings

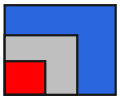
- Adoption and implementation of the most up-to-date building energy codes or stretch codes for new commercial and residential buildings
- Implementation of a clean heat standard
- Incentive programs for implementation of end-use energy efficiency measures in existing government-owned, commercial, and residential buildings
- Incentive programs for the purchase of certified energy-efficient appliances, heating and cooling equipment, lighting, and building products to replace inefficient products
- Programs and policies to promote electrification of government-owned, commercial, and residential buildings
- Programs and policies to accelerate the incorporation of efficient electric technologies and electric vehicle charging at new single-family, multi-unit, or affordable residential buildings and commercial buildings, including building codes related to electric vehicle charging
- Implementation of a building energy performance management program for government-owned buildings
- Implementation of a new benchmarking and building performance standards
- Programs to promote recovery and destruction of high-global warming potential (GWP) hydrofluorocarbons (HFCs) used in existing appliances, air conditioning systems, and commercial chillers



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Eligible Projects – Waste, Water, and Materials Management

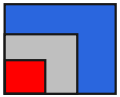
- Standards and incentives to reduce methane emissions from landfills and wastewater treatment facilities, including through collection for use or destruction
- Programs and incentives to reduce or divert waste (including food and/or yard waste) through improved production practices, improved collection services, and increased reuse or recycling rates
- Programs and incentives to reduce GHG emissions associated with plastics production, use, and waste management
- Programs to expand composting and bio-digestion infrastructure to reduce GHG emissions and increase beneficial use of organic waste
- Policies and programs to reduce construction and demolition waste through building reuse, deconstruction, and material diversion and reuse
- Installation of renewable energy and energy efficiency measures at wastewater treatment facilities



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Eligible Projects – Industrial

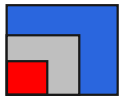
- Programs to support or incentivize implementation of energy efficiency measures in industry, including energy audits, strategic energy management, equipment upgrades, and waste heat utilization
- Programs to develop, expand, and support markets for low-embodied carbon materials and products, such as cement and steel
- Incentives to promote anaerobic digesters to capture methane and generate renewable energy or produce renewable fuel



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Eligible Projects - Agricultural

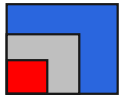
- Incentive programs to fund electric agricultural equipment technologies
- Incentives for technologies and techniques that reduce nitrous oxide emissions from fertilizer application
- Incentives to promote anaerobic digesters to capture methane and generate renewable energy or produce renewable fuel



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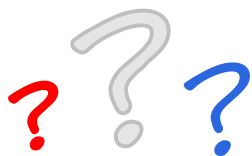
Eligible Projects – Removal Measures

- Policies to promote improved forest management to enhance carbon stocks on forested land
- Urban afforestation and green infrastructure programs and projects
- Restoration of degraded lands (e.g., brownfields, mine reclamation) and forested lands to enhance carbon sequestration



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Question/Answer & Discussion



Contact information:

Kristina Murphy, CFM, CC-P

(630) 363-4731

ConfluenceClimate@outlook.com



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Confluence Climate Consulting LLC



October 10, 2023

Dear Kane County – Environmental and Stormwater Department,

Thank you for the opportunity to provide a Statement of Interest to assist with the Climate Pollution Reduction Grant (CPRG) application. The tasks and hours are summarized below to provide assistance to Kane County staff to complete the grant application.

The CPRG will be distributed by the U.S. Environmental Protection Agency (EPA) to local governments to deploy proven, accessible technologies and infrastructure projects to reduce greenhouse gas emissions. The EPA is strongly encouraging coalitions of communities to achieve the greatest impact while avoiding program duplication. Kane County could serve as the lead of the coalition, the funding applicant, and program administrator. This coalition is not required to be contained within the County’s boundaries; neighboring communities could be invited to participate, particularly if there is not another coalition available.

Input and information from Kane County staff and participating communities is necessary to complete the grant application. Deliverables will include: Notice of Intent; Memo of Agreement; Program Development; Workplan; Program Budget; Technical Appendix; Supporting Reduction Calculations; Documentation of Disadvantaged Communities; and coordination meetings with the Metropolitan Mayors Caucus on the Priority Climate Action Plan (PCAP). The Kane County GIS Department staff shall assist with documenting environmental justice areas. The Kane County Finance Department staff shall submit the completed application on or before the April 1, 2024, deadline in the federal government grant system (SAM.gov).

Task	Deadline	Hours
Notice of Intent to municipalities for participation	1/22/2024	8
Notice of Intent to US EPA	2/1/2024	4
Program Development	2/9/2024	8
Workplan	3/1/2024	42
PCAP Coordination	3/8/2024	8
Memo of Agreement	3/1/2024	36
Program Budget	3/15/2024	40
Environmental Justice	3/15/2024	4
Technical Appendix and Reduction Calculations	3/15/2024	44
Final review of application	3/22/2024	5
<i>Total:</i>		199

The timeline of this work is approximately from October 15, 2023, until April 1, 2024, unless otherwise specified. The start date is flexible depending on required contractual documents completion. Dates provided above are tentative. The maximum Not-to-Exceed contract amount shall be \$29,850.00. Confluence Climate Consulting LLC's billing rate is \$150 per hour. The maximum hours of work shall be 199 hours. Hours of work above are estimated and can be shifted as needed to complete tasks with Kane County staff approval.

I look forward to working with Kane County on this exciting grant opportunity that reduces pollution and furthers the green economy in the region.

Sincerely,
Kristina Murphy, CFM, CC-P
Owner of Confluence Climate Consulting LLC
ConfluenceClimate@outlook.com
(630) 363-4731

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-23-1574

TREE PROTECTION ORDINANCE UPDATE