

DU PAGE COUNTY

Environmental Committee

Final Regular Meeting Agenda

Tue	sday, February 6, 2024	8:30 AM	Room 3500A	
1.	CALL TO ORDER			
2.	ROLL CALL			
3.	CHAIRWOMAN'S REMARKS - CHAIR RUTLEDGE			
4.	PUBLIC COMMENT			
5.	APPROVAL OF MINUTES			
	5.A. <u>24-0566</u> Environmental Comm	ttee Minutes - December 5, 2023		

6. **PARENT COMMITTEE APPROVAL**

6.A. <u>EN-R-0001-24</u>

DuPage County Electronics Recycling Program 2025 Notice of Participation

6.B. <u>24-0567</u>

Recommendation for the approval of an Agreement between the County of DuPage, Illinois, eWorks Electronics Services, Inc. and Reverse Logistics Group Americas, Inc. to provide electronics recycling to residents of DuPage County.

7. STAFF REPORTS

7.A. <u>24-0568</u>

2024 Sign Recycling Event

7.B. Avoid the Spark Illinois Campaign

8. **PRESENTATIONS**

Choose DuPage Program Performance Report

- 9. OLD BUSINESS
- **10. NEW BUSINESS**
- **11. ADJOURNMENT**



Minutes

File #: 24-0566

Agenda Date: 2/6/2024

Agenda #: 5.A.



DU PAGE COUNTY

Environmental Committee

Summary

Tuesday, December 5, 2023	8:30 AM	Room 3500A	

1. CALL TO ORDER

8:30 A.M. meeting was called to order by Chair Sheila Rutledge at 8:30 A.M.

2. ROLL CALL

Other Board Member Present: Member Yeena Yoo

PRESENT	Cronin Cahill, Evans, Garcia, LaPlante, and Rutledge
ABSENT	Covert

3. CHAIRWOMAN'S REMARKS - CHAIR RUTLEDGE

Chair Rutledge commented on COP28, also known as Conference of the Parties. It is a conference held annually by the United Nations to discuss dangerous human interference with the climate system. Chair Rutledge mentioned their Voices of Change series that highlights youth advocates and activists spreading the word and importance of climate justice.

4. **PUBLIC COMMENT**

David Barcus from International Dark Sky gave updates on his efforts to growing the Dark Sky community. After meeting with Naperville, with the help of Member Lucy Evans, Barcus believes Naperville is open to joining the Dark Sky community.

5. APPROVAL OF MINUTES

5.A. <u>24-0019</u>

Environmental Committee Minutes- November 7, 2023

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Paula Garcia

6. **DISCUSSION**

6.A. <u>24-0061</u>

Single-Hauler Follow-Up Survey Results

Joy Hinz, Environmental and Sustainability Programs Manager, presented the results of the 2023 Township Waste Hauling Survey. The eight question survey was sent out in August to unincorporated households in six townships that are not currently served by a township waste and recycling contract. Typical voluntary survey response rates are 2% while this survey received a 10% response rate. Varying by township, Milton had the highest response rate and Addison had the lowest. A pleasant surprise from the survey

revealed a high interest in lower greenhouse gas emissions associated with providing hauling services. Saving money received the most support when answering survey questions but varied by township. Given the information that was gathered, it was recommended to have each township pursue a referendum. Member Cahill, Member Garcia, Member Yeena Yoo and Nick Kottmeyer, Director/Public Works and Operations, discussed further with clarifications and explanations about the referendum.

7. PARENT COMMITTEE APPROVAL

7.A. <u>24-0020</u>

Authorize DuPage County's Participation as a Great Lakes Circular Economy Partnership Knowledge Partner.

The CGLR Foundation, a 501(c)(3) public charity formed in Cleveland, Ohio, and the Council of the Great Lakes Region, a Canada non-profit corporation formed in Toronto, Ontario, teamed up to initiate the binational Great Lakes Circular Economy Partnership. They are the leader in development and implementation of a circular economy vision, strategy, and a five-year action plan in the binational Great Lakes region. Starting with plastics has led to an advancement in the policy, infrastructure, education and engagement, product design, cleanup priorities, partnership projects, and investments needed to build a future without waste in the region.

RESULT:	APPROVED
MOVER:	Lynn LaPlante
SECONDER:	Cynthia Cronin Cahill

7.B. <u>**24-0057**</u>

2024 Document Shredding Program

Approval of a document shredding co-sponsorship program for public partners in an amount not to exceed \$8,500. As part of DuPage County's efforts to reduce waste and increase recycling, staff is recommending that the Environmental Committee offer financial assistance to local governments willing to provide document shredding services to residents. Funding will be offered to local governments with consideration given to distributing the events both geographically and throughout the calendar year. Local governments will be offered \$500 for an event with Cool DuPage Partners eligible to receive an additional \$150. A condition of the funding is the event must be open to any DuPage County resident.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

8. **PRESENTATIONS**

8.A. SCARCE

Kay McKeen, Executive Director of SCARCE, provided a presentation on events and updates involving SCARCE.

The Earth Flag was awarded to Addison Public Library and Epiphany Lutheran Church, with Bensenville Public Library, Downers Grove Public Library and Westmont Public Library in progress of receiving their Earth Flag.

There are currently 8 scheduled Recycling Extravaganzas scheduled already for Spring. These events offer a way for people to reduce their solid waste and help groups that need some of those supplies in addition to keeping medicine and syringes out of landfills.

The 2023 Pumpkin Smashing Results are still rolling in with a current tally of 198 tons and continues to gain momentum with Hinsdale set to join in next year.

The 2023 Thanksgiving Cooking Oil Recycling event collected 327 gallons.

The Landfill Diversion Event produced 15 boxes of blankets for recent Venezuelan immigrants in Chicago as well as over 40 boxes of clothing, blankets, towels and small home appliances for Brooklyn, Illinois. The most recent donation was to the West Chicago apartment fires with four shipments consisting of coats, blankets, socks, and shoes delivered by volunteers.

McKeen announced information on upcoming events such as Holiday Light Collections, Countywide Teacher Institute Day, and Christmas Tree Drop-Offs.

Addison Trail High School had a Blacktopia in October that informed students of environmental jobs and career opportunities.

McKeen also provided a recap of the fourth, and largest, Repair Fair that offered lamp repair, kitchen knife sharpening, garden/hand tool sharpening, textile reuse, repair, and recycling information. There will be another Repair Fair planned for January 2024.

Chicago Arts Partnerships in Education, CAPE, has teamed up with four elementary schools in West Chicago from October through May working with kids on various topics and activities such as composting, proper recycling and general environmental education.

Lastly, McKeen provided a wrap up of 2023 numbers for their reuse center and recycling efforts.

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 8:59 A.M.



File #: EN-R-0001-24

Agenda Date: 2/6/2024

Agenda #: 6.A.

RESOLUTION DUPAGE COUNTY ELECTRONICS RECYCLING PROGRAM 2025 NOTICE OF PARTICIPATION

WHEREAS, the Illinois General Assembly adopted the Solid Waste Planning and Recycling Act ("Act"), 415 ILCS 15/1 et seq., requiring counties to plan for the management of solid waste and recycling within their jurisdiction; and

WHEREAS, the Illinois General Assembly subsequently enacted the Consumer Electronics Recycling Act ("CERA"), 415 ILCS 151/1 et seq., which obligates counties to express their intention to participate in a manufacturer sponsored electronics collection program each year; and

WHEREAS, the COUNTY has specific duties and requirements pursuant to CERA to help coordinate the collection of covered electronic devices; and

WHEREAS, CERA includes a convenience standard for collection sites in each county within the State of Illinois based on population which results in a minimum of five collection sites and/or one-day collection events in the COUNTY; and

WHEREAS, the COUNTY has established twelve regular collection sites and one-day events under CERA and the manufacturer's clearinghouse to provide recycling services to residents; and

WHEREAS, the sites and one-day events located throughout DuPage County are an integral solution for residents to recycle electronics; and

WHEREAS during the 2023 program year, the COUNTY collected more than 1 million pounds of electronics; and

WHEREAS, the Environmental Committee of the DuPage County Board has reviewed the program and recommends that the COUNTY "opt in" to the 2025 manufacturer sponsored program.

NOW, THEREFORE, BE IT RESOLVED, that DuPage County has elected to participate in the manufacturer electronics program in program year 2025 and has instructed the Chief Administraive Office or his designee to complete and submit the necessary documentation.

Enacted and approved this 13th of February, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

Attest:

JEAN KACZMAREK, COUNTY CLERK

Illinois County and Municipal Joint Action Agency Opt-In Form Illinois Electronics Recycling Program

Note: One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2025 (Due March 1, 2024)

County or Municipal Joint Action	Agency Information			
Name of County or Municipal Joint Action Agency:	DuPage County			
Street Address (line 1):	: 421 N. County Farm Rd.			
(line 2):				
City:	Wheaton	Zip Code: <u>60187</u>	County: DuPage	
Contact Information				
First Name:	Јоу	Last Name: Hinz		
Title:	Environmental & Sustainability I	Programs Manager		
Direct Phone:	630-407-6753	Email: joy.hinz@dup	agecounty.gov	
Proposed Collection Sites and/or	r Events			
Pursuant to 415 ILCS 151/1-15 c elect to participate are allotted a Please list all of the recommende locations be needed, click on the	certain number of collection site ed locations for permanent sites	s dependent upon the population or one-day events in program y	on density within their jurisdiction.	
Note: Sites and events must be These sites are recommen	located within the participating c ndations and not guaranteed to l			
⊘Site ⊖Event				
Operator of Site or Event:	City of Wheaton			
Street Address of Location:	Public Works Storage Lot; 20 W	. Liberty Drive		
City:	Wheaton	Zip Code: 60187	County: DuPage	
Collection site limitations (e.g. re	esidency requirements, operation	al limitations relating to bulk pi	ckup, etc.), if any:	
Collection takes place the 2nd S Friday before the event. eWork items completed by volunteers t	s' staff collects, sorts, packages		a semi-trailer to the site the ing, traffic and collection of other	
Has this site or event operated ir	n a previous program year? 🕢 א	es 🔿 No		
If so, please enter the following i	nformation.			
Collection Site Contact Name: Kay McKeen				
Collection Site Contact Phone:	630-973-9490	Contact Email: kay@sca	rce.org	
Description of Current/Past Serv	/ices (e.g. semi-trailer pick-ups, ∣	oox truck pick-ups, need forklift	or pallet jack for loading):	
Site requires a semi-trailer and f eWorks accepts payment direct			oved from the site the same day.	
Estimated Annual CED Collection	on (pounds): <u>170,000</u>			

✓ Site	⊖Event			
Operat	or of Site or Event:	Village of Lisle		
Street A	ddress of Location:	Commuter Parking Lot B	, 925 Burlington Ave.	
	City:	Lisle	Zip Code: 60532	County: DuPage
Collection sit	e limitations (e.g. r	esidency requirements, or	perational limitations relating to bu	lk pickup, etc.), if any:
		lot in downtown Lisle. Th t directly from residents fo	nere are limitations with leaving ite or TVs and monitors.	ms on site prior to and after the
Has this site	or event operated i	n a previous program yea	r? ⊘Yes ○No	
If so, please e	enter the following	information.		
Collection S	Site Contact Name:	Matt Havlik		
Collection S	ite Contact Phone:	630-271-4145	Contact Email: mhav	lik@villageoflisle.org
Description of	of Current/Past Ser	vices (e.g. semi-trailer pic	k-ups, box truck pick-ups, need fo	rklift or pallet jack for loading):
eWorks' staff picked up Mo	f collects, sorts, par onday morning. Th	ckages and loads electron e semi-trailer is removed	orks delivers a semi-trailer to the s ics. eWorks provides a fork lift wh from the site early Monday mornir	ich is stored at the site until it is
Estimated Ar	Inual CED Collection	on (pounds): <u>60,000</u>		
✓ Site	⊖Event			
-	or of Site or Event:	City of Naperville		
	ddress of Location:	·		
	City:	Naperville	Zip Code: 60540	County: DuPage
Collection sit	e limitations (e.g. r	esidency requirements, or	perational limitations relating to bu	Ik pickup, etc.), if any:
Location is a	djacent to the City'		HHW collection location. Trailers	, , ,
Has this site	or event operated i	n a previous program yea	r? ○Yes ○No	
If so, please e	enter the following	information.		
Collection S	Site Contact Name:	Christine Schwartzoff		
Collection S	ite Contact Phone:	630-420-6708	Contact Email: schwa	artzhoffc@naperville.il.us
Description of	of Current/Past Ser	vices (e.g. semi-trailer pic	k-ups, box truck pick-ups, need fo	rklift or pallet jack for loading):
The site colle	ects Mon Fri. 7 a.	m. to 3 p.m.eWorks provid	des a semi-trailer and a small offic	orks/Environmental Services Campus. The trailer for the collection of the sted electronics into a semi-trailer.
Estimated Ar	nnual CED Collectio	on (pounds): <u>438,787</u>		

⊘ Site ⊖ Event
Operator of Site or Event: Village Burr Ridge
Street Address of Location: 451 Commerce St.
City: Burr Ridge Zip Code: 60527 County: DuPage
Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:
eWorks provides one worker to collect, sort and package electronics at the Village's Public Works location. The collection is Mon Fri. 7 a.m. to 3 p.m. eWorks provides a box truck and small office trailer for the collection of electronics.
Has this site or event operated in a previous program year?
If so, please enter the following information.
Collection Site Contact Name: David Preissig
Collection Site Contact Phone: 630-654-8181 Contact Email: dpreissig@burr-ridge.gov
Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):
eWorks uses a box truck to transport collected electronics. The Village provides a driver and forklift and when necessary to aid in loading electronics if necessary. A pallet jack is utilized when a box truck with lift gate is used. A fee is charged by eWorks for TVs and monitors.
Estimated Annual CED Collection (pounds): 184,000
⊘ Site ⊖ Event
Operator of Site or Event: City of Elmhurst
Street Address of Location: <u>985 S. Riverside Dr.</u>
City: Elmhurst Zip Code: 60126 County: DuPage
Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:
Collection takes place the 4th Saturday of every quarter from 8 a.m. to 12 p.m. eWorks delivers a semi-trailer to the site the Friday before the event where it is parked in the designated location. eWorks provides workers to collect, sort and package electronics at the Village's Public Works location. The City provides a forklift and labor to load the pallets into the trailer.
Has this site or event operated in a previous program year? \oslash Yes \bigcirc No
If so, please enter the following information.
Collection Site Contact Name: Stan Balicki
Collection Site Contact Phone: 630-530-3041 Contact Email: stanley.balicki@elmhurst.org
Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):
Collection takes place the 4th Saturday of every quarter from 8 a.m. to 12 p.m. eWorks delivers a semi-trailer to the site the Friday before the event where it is parked in the designated location. eWorks provides workers to collect, sort and package electronics at the Village's Public Works location. The City provides a forklift and labor to load the pallets into the trailer. A fee is Estimated Annual CED Collection (pounds): 57,000

Estimated Annual CED Collection (pounds): 57,000

⊖Site			
Opera	ator of Site or Event: Village of Carol Stream	1	
Street	Address of Location: 245 Kuhn Rd.		
	City: Carol Stream	Zip Code: 60188	County: DuPage
Collection s	site limitations (e.g. residency requirements,	operational limitations relating to bu	ılk pickup, etc.), if any:
to the site t	akes place in the fall in conjunction with the he Friday before the event where it is parked ectronics at the Village's Public Works locati	d in the designated location. eWork	s provides workers to collect, sort and
Has this site	e or event operated in a previous program ye	ear? 🖉 Yes 🔵 No	
lf so, please	e enter the following information.		
Collection	Site Contact Name: Brianna Bacigalupo		
Collection	Site Contact Phone: 630-871-6254	Contact Email: bbaci	igalupo@carolstream.org
Description	of Current/Past Services (e.g. semi-trailer p	ick-ups, box truck pick-ups, need fo	orklift or pallet jack for loading):
to the site t	akes place in the fall in conjunction with the he Friday before the event where it is parked ectronics at the Village's Public Works locati	d in the designated location. eWork	s provides workers to collect, sort and
Estimated A	Annual CED Collection (pounds): <u>14,000</u>		
⊘ Site Opera	⊖Event ator of Site or Event: <u>Addison Township Hig</u> l	hway Department	
Street	Address of Location: 411 W. Potter St.		
	City: Wood Dale	Zip Code: 60191	County: DuPage
Collection s	site limitations (e.g. residency requirements,	operational limitations relating to bu	ılk pickup, etc.), if any:
	3 one-day collections per year. eWorks prov t with some loading. A fee is charged by eW		ckage electronics. The Township
Has this site	e or event operated in a previous program ye	ear? 🖉 Yes 🔵 No	
lf so, please	e enter the following information.		
Collection	Site Contact Name: Donald Holod		
Collection	Site Contact Phone: 630-766-2228	Contact Email: donh	@addisontownship.com
Description	of Current/Past Services (e.g. semi-trailer p	ick-ups, box truck pick-ups, need fo	orklift or pallet jack for loading):
Cannot coll	lect during winter months due to site/snow pl	lowing limitations.	
Estimated A	Annual CED Collection (pounds): 27,000		

⊘ Site (⊖Event				
Operator o	f Site or Event:	Bloomingdale Township Highwa	У		
Street Address of Location: 6N030 Rosedale Ave.					
	City:	Bloomingdale	Zip Code: 60172	County: DuPage	
Collection site lin	nitations (e.g. re	esidency requirements, operatior	al limitations relating to bulk	pickup, etc.), if any:	
		per year. eWorks provides work A fee is charged by eWorks for		age electronics. The Township	
Has this site or e	vent operated in	n a previous program year? 🔗 Y	es 🔿 No		
If so, please ente	r the following i	information.			
Collection Site	Contact Name:	Bob Nogan			
Collection Site (Contact Phone:	630-529-5221	Contact Email: hwytsp	@ameritech.net	
Description of Cu	urrent/Past Serv	vices (e.g. semi-trailer pick-ups, b	oox truck pick-ups, need fork	lift or pallet jack for loading):	
		per year. Works provides worke A fee is charged by eWorks for		ge electronics. The Township	
Estimated Annua	al CED Collectio	on (pounds): 42,500			
0	✓ Event	Village of Clandele Heighte			
		Village of Glendale Heights 240 Civic Center Plaza			
Street Addre			7in Codo: 60130		
	-	Glendale Heights	Zip Code: <u>60139</u>	County: DuPage	
	eld with other r	esidency requirements, operation ecycling. eWorks provides labor monitors.		, .	
Has this site or e	vent operated ir	n a previous program year? 🕢 Y	es 🔿 No		
If so, please ente	r the following i	nformation.			
Collection Site	Contact Name:	Janie LaGioia			
Collection Site	Contact Phone:	630-909-5380	Contact Email: jlagioia	@glendaleheights.org	
Description of Cu	urrent/Past Serv	vices (e.g. semi-trailer pick-ups, t	oox truck pick-ups, need fork	lift or pallet jack for loading):	
		ecycling. eWorks provides labor monitors. The Village supplies a			
Estimated Annua	al CED Collection	on (pounds): <u>11,000</u>			

⊖Site	Ø Event				
Opera	tor of Site or Event	Christ the Servant Churc	ch (Woodridge)		
Street Address of Location: 8701 Havens Dr.					
	City	Woodridge	Zip Code: 60517	County: DuPage	
Collection si	te limitations (e.g. r	esidency requirements, o	perational limitations relating to bul	k pickup, etc.), if any:	
			on is supported by volunteers. eWo Works for TVs and monitors.	rks provides labor to collect, sort,	
Has this site	or event operated i	n a previous program yea	ır? ⊘Yes ○No		
If so, please	enter the following	information.			
Collection	Site Contact Name	Larry Pelletier			
Collection S	Site Contact Phone	630-418-6928	Contact Email: larrype	e1951@gmail.com	
Description	of Current/Past Ser	vices (e.g. semi-trailer pic	k-ups, box truck pick-ups, need for	klift or pallet jack for loading):	
eWorks prov	rides the trailer and	forklift.			
Estimated A	nnual CED Collecti	on (pounds): <u>23,000</u>			
✓ Site	⊖Event				
Opera	tor of Site or Event	Village of Westmont			
Street A	ddress of Location	155 E. Burlington Ave.			
	City	Westmont	Zip Code: 60559	County: DuPage	
Collection si	te limitations (e.g. r	esidency requirements, o	perational limitations relating to bul	k pickup, etc.), if any:	
			on is supported by Village staff. eW Works for TVs and monitors.	orks provides labor to collect, sort,	
Has this site	or event operated i	n a previous program yea	ır? ⊘Yes ○No		
lf so, please	enter the following	information.			
Collection	Site Contact Name	Larry McIntyre			
Collection S	Site Contact Phone	630-981-6245	Contact Email: Imcint	yre@westmont.il.gov	
Description	of Current/Past Ser	vices (e.g. semi-trailer pic	k-ups, box truck pick-ups, need for	klift or pallet jack for loading):	
		, ,	es labor to collect, sort, package an pplies a worker and forklift to load t	•	
Estimated A	nnual CED Collecti	on (pounds): 40,000			

⊘ Site ⊖ Event		
Operator of Site or Event: Lisle Township Supervisor		
Street Address of Location: 4711 Indiana Ave		
City: Lisle	Zip Code: 60532	County: DuPage
Collection site limitations (e.g. residency requirements, operation	nal limitations relating to bulk	pickup, etc.), if any:
Site operates Mon - Fri. 9 a.m. to 4 p.m. Residents check in with met by staff who unload. Electronics are sorted and packaged be any collected electronics. Site launched in 2023.		
Has this site or event operated in a previous program year? \bigcirc (′es ○No	
If so, please enter the following information.		
Collection Site Contact Name: Diane Hewitt		
Collection Site Contact Phone: 630-968-2087	Contact Email: dianeh@	lisletownship.com
Description of Current/Past Services (e.g. semi-trailer pick-ups,	box truck pick-ups, need forkli	ift or pallet jack for loading):
Site operates Mon - Fri. 9 a.m. to 4 p.m. Residents check in with met by staff who unload. Electronics are sorted and packaged be any collected electronics. Site launched in 2023.		
Estimated Annual CED Collection (pounds): 27,341		
Recommended Recycler		
Please identify the recommended recycler to be used for progrative button provided to add more fields.)	m year 2025. (Should addition	nal recyclers be needed, click on
Note: These recyclers are recommendations and not guaranteed	d to be included in the manufa	cturer e-waste program plan.
Name of Recycler: Reverse Logistics Group Americas, Inc.		
Street Address: 190 Middlesex Turnpike, Suite 206		
City: Iselin	Zip Code: 08830	County:
Direct Phone: 732-589-8622	Email: <u>naomi.mana</u>	han@rlgamericas.com
		_
Name of Recycler: eWorks Electronics Services, Inc.		
Street Address: 1480 S. Wolf Rd.		
City: Wheeling	Zip Code: 60090	County: Cook
Direct Phone: 847-276-8894		
	Email: jstagg@ewo	orksesi.org

Certification of Authorized Government Official

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

By signing this form, you are certifying that the information on this form is accurate.

Name:				
Title:				
Phone:	Email:			
	Signature	Date		
	When complete, please print, sign, scan, and email this form to: <u>EPA.Recycling@illinois.gov</u> and <u>info@ilclearinghouse.org</u>			
l collectors and t	heir vendors are subject to audits by manufacturer programs aut	thorized under 415 ILCS 151/1-30.		
F	or more information on the Illinois Manufacturer's E-Waste Prog www2.illinois.gov/epa/topics/waste-management/electronic			



Action Item

421 N. COUNTY FARM ROAD WHEATON, IL 60187 www.dupagecounty.gov

File #: 24-0567

Agenda Date: 2/6/2024

Agenda #: 6.B.



BUILDING & ZONING DEPARTMENT

www.dupagecounty.gov/building

MEMORANDUM

TO:	Sheila Rutledge, Chair DuPage Environmental Committee Members
FROM:	Joy Hinz, Environmental & Sustainability Programs Manager Building & Zoning Department
DATE:	January 23, 2024
SUBJECT:	Agreement Between the County of DuPage, Illinois, eWorks Electronics Services, Inc. and Reverse Logistics Group Americas, Inc. to Provide Electronics Recycling to Residents of DuPage County

Action Requested: Approve the attached Agreement Between the County of DuPage, Illinois, eWorks Electronics Services, Inc. and Reverse Logistics Group Americas, Inc. to Provide Electronics Recycling to Residents of DuPage County.

DuPage County's electronics recycling program has been assigned by the Illinois Manufacturer's Clearinghouse to Reverse Logistics Group Americas, Inc. ("RLG"). The partnership with RLG and eWorks allows the County to provide labor supplied by eWorks to collect electronics at twelve (12) collection sites throughout the County at the following locations:

Burr Ridge; Public Works Facility; 451 Commerce St.; and Naperville; Env. Collection Campus; 156 Fort Hill Dr.; and Wheaton; Public Works Storage Lot; 820 W. Liberty St.; and Lisle; Commuter Parking Lot B; 925 Burlington; and Elmhurst; Public Works Facility; 985 S. Riverside; and Bloomingdale Township; 6N030 Rosedale, Bloomingdale; and Addison Township; 411 W. Potter St., Wood Dale; and Carol Stream; 245 Kuhn Rd. (one-day event) Woodridge; (Christ the Servant) 8700 Havens Dr. (two one-day events); and Glendale Heights; 240 Civic Center Dr. (one-day event); and Westmont; Public Works Facility; 155 E. Burlington Ave.(two one-day events); Lisle Township; 4711 Indiana Ave., Lisle.

In 2023, the program collected more than 1.2 million pounds of electronics resulting in a reduction of 576.66 metric tons of CO_2 equivalent.

Zoning & Planning Division

Environmental Division

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS, EWORKS ELECTRONICS SERVICES, INC. AND REVERSE LOGISTICS GROUP AMERICAS, INC. TO PROVIDE ELECTRONICS RECYCLING TO RESIDENTS OF DUPAGE COUNTY

This is An Electronics Recycling Services Agreement ("Agreement"), entered into as of February 6, 2024 by and between DuPage County, a body politic and corporate, with principal offices at 421 County Farm Rd., Wheaton, IL 60187 and eWorks Electronics Services, Inc., a New York corporation with offices at 1480 S Wolf Rd. Wheeling, IL and Reverse Logistics Group Americas, Inc. ("RLGA") with principal offices at 190 Middlesex Turnpike, Suite 206, Iselin New Jersey.

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

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

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

WHEREAS, RLGA is the group plan administrator assigned by the Illinois Manufacturer's Clearinghouse to provide recycling services as defined in Public Act 100-0362, the Consumer Electronics Recycling Act; and

WHEREAS, DuPage County has indicated that it will utilize eWorks Electronics Services as the "COLLECTOR" for the County to collect, sort, package and transport electronics for recycling and RLGA has agreed to provide for the recycling of electronics collected from DuPage County collection sites; and

NOW THEREFORE, the COUNTY enters into this Agreement between the County of DuPage Illinois, eWorks Electronics Services, Inc. and Reverse Logistics Group Americas, Inc. to Provide Electronics Recycling to Residents of DuPage County

1.0 RECITALS INCORPORATED

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

2.0 SCOPE OF SERVICES

2.1 The purpose of this Agreement is to clearly identify the roles and responsibilities of each party as they relate to the collection, transportation and recycling of residential covered electronics devices (CEDs) as defined in the Illinois Consumer Electronics Recycling Act (CERA) during the time frame of February 6, 2024, to December 31, 2024.

2.2 Duties of COLLECTOR:

2.2.1 The COUNTY has secured twelve (12) collection sites where the COLLECTOR will provide all staff and labor to collect, sort, package, transport for recycling residential covered electronics devices as defined in CERA. Collection locations are:

Burr Ridge; Public Works Facility; 451 Commerce St.; and Naperville; Env. Collection Campus; 156 Fort Hill Dr.; and Wheaton; Public Works Storage Lot; 820 W. Liberty St.; and Lisle; Commuter Parking Lot B; 925 Burlington; and Elmhurst; Public Works Facility; 985 S. Riverside; and Bloomingdale Township; 6N030 Rosedale, Bloomingdale; and Addison Township; 411 W. Potter St., Wood Dale; and Carol Stream; 245 Kuhn Rd. (one-day event) Woodridge; (Christ the Servant) 8700 Havens Dr. (two one-day events); and Glendale Heights; 240 Civic Center Dr. (one-day event); and Westmont; Public Works Facility; 155 E. Burlington Ave.(two one-day events); and Lisle Township; 4711 Indiana Ave., Lisle.

2.2.2 Collection dates and hours may be modified by County and the COLLECTOR upon agreement.

2.2.3 The COLLECTOR may charge a fee of up to \$25 for televisions and monitors up to 21 inches and up to \$35 for televisions and monitors greater than 21 inches.

2.2.4 The COLLECTOR is responsible for ensuring that any data remaining stored on collected devices shall be disposed of in a manner that meets or exceeds Department of Defense and National Institute of Standards and/or Technology (NIST) standards whenever such devices are to be recycled for reuse. Any devise on which remaining stored data has not been disposed of in accordance with these standards cannot be utilized for reuse and, instead, shall be destroyed before recycling.

2.2.5 The COLLECTOR shall provide necessary labor, forklift and/or pallet jacks needed to load trailer(s) collection events that will adequately service the event and ensure traffic flow and at all collection sites listed in Section 2.2.1. Staffing requirements will be determined by agreement with the COUNTY and host community.

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

2.2.7 Acceptable items shall be as set forth in Exhibit A and shall comply with CERA. The COLLECTOR reserves the right to reject an item that is not listed on the acceptable items list and is not listed as an electronic item under CERA. COLLECTOR may accept additional items agreed to by COUNTY without obligation to RLGA.

2.2.8 COLLECTOR shall submit to the Illinois Environmental Protection Agency ("IEPA") all reports, documents, records required in Section 1-45 of CERA.

2.2.9 COLLECTOR shall accept, without a fee, any residential CEDs abandoned at collection sites.

2.2.10 COLLECTOR shall store collected CEDs and packaging material provided by RLGA's designated recycler in a covered facility or container that will keep material out of the elements.

2.2.11 COLLECTOR shall contact RLGA's designated recycler when ready to ship a trailer load of CEDs from a collection site.

2.2.12 COLLECTOR shall alert RLGA and COUNTY within 30 days if operational changes are made to any of the sites listed in 2.2.1 or if there are any violations issued to the COLLECTOR by the IEPA.

2.2.13 COLLECTOR shall allow RLGA and COUNTY to inspect collection site(s) within 24 hours' notice.

2.3 Duties of GROUP PLAN ADMINSTRATOR (RLGA):

2.3.1. RLGA shall provide for the transportation and subsequent recycling of the residential CEDs collected at, and prepared transport from, at a minimum, the collection locations listed in Section 2.2.1 of this AGREEMENT.

2.3.2 RLGA is responsible for securing the recycling of collected CEDs and ensuring that any data on containing devices meets or exceeds Department of Defense and National Institute of Standards and/or Technology (NIST) standards. Any device where these standards cannot be utilized will be destroyed and recycled.

- 2.3.3. RLGA shall provide reporting to the IEPA as required in Section 1-10 of CERA.
- 2.3.4 RLGA, through the assistance of its authorized recycler, shall undertake the following activities no cost to the COUNTY:
 - (a) Packaging (pallets, gaylords & shrink wrap), as needed by County and/or the COLLECTOR and operation;
 - (b) Transportation of collected CEDs from COUNTY collection sites and events to an authorized recycler; and
 - (c) Recycling of CEDs collected at COUNTY collection sites and events.

2.4.1. The COUNTY shall provide collection sites that meet or exceed the requirements set forth in CERA unless a written agreement is entered into with a Manufacturer or the Manufacturer's Clearinghouse.

2.4.2. The COUNTY and local government host site shall provide advertising for collection sites and events.

2.4.3. The COUNTY shall notify RLGA and COLLECTOR of submission of program optin forms to the Agency and Manufacturer's Clearinghouse.

2.4.4. The COUNTY shall notify RLGA and COLLECTOR at least 90 days in advance of a proposed collection event at any location not listed in Section 2.2.1. Notification shall include proposed event hours, address, past collection event weights and attendance.

TECHNICAL SUBCONTRACTORS

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

4.0 TIME FOR PERFORMANCE

- 4.1 The duties provided in this AGREEMENT shall start February 6, 2024 through December 31, 2024.
- 4.2 The AGREEMENT shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

5.0 COMPENSATION

- 5.1 The COLLECTOR will collect, transport, shred, and dismantle electronics at no charge to COUNTY or its partners. The COUNTY shall have no obligation to pay for any of said services.
- 5.2 RLGA's designated recycler will transport and recycle CEDs at no charge to COUNTY or its partners. The COUNTY shall have no obligation to pay for any of said services.
- 5.3 The COUNTY, at its sole discretion, may elect to reimburse the COLLECTOR up to a maximum of \$6,000 for any ancillary costs that are associated with the collection, transportation, shredding and dismantling of electronics that are not covered by the Illinois Manufacturer's Clearinghouse.

6.0 **DELIVERABLES**

6.1 The COLLECTOR shall submit all data to the IEPA as needed pursuant to the Consumer Electronics Recycling Act (415 ILCS 151/) (the "Act").

- 6.2 The COLLECTOR shall provide data to the COUNTY and host community on a quarterly basis. Information shall include a breakdown of all electronics collected by weight separated by applicable category.
- 6.3 If COLLECTOR fails to provide the above information to allow COUNTY to comply with any requirements set forth in the Act that may be applicable, COLLECTOR will pay for any and all penalties issued the COUNTY for non-compliance.

7.0 COLLECTOR'S INSURANCE

7.1 The COLLECTOR shall maintain throughout the term of this AGREEMENT, at its sole expense, insurance coverage described in Exhibit B.

8.0 INDEMNIFICATION

- 8.1 The COLLECTOR shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COLLECTOR's negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 8.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 8.1, is to be appointed a Special Assistant State's Attorney, in accord with the applicable law. The COUNTY's participation in its defense shall not remove COLLECTOR's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. COLLECTORS' indemnification of COUNTY shall survive the termination, or expiration of this AGREEMENT.
- 8.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. COLLECTOR's indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 8.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act 745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

9.0 SATISFACTORY PERFORMANCE

9.1 The COUNTY is engaging this COLLECTOR because the COLLECTOR professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the COLLECTOR's and SUBCONTRACTOR(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and

standards commonly provided by similar professional firms practicing in DuPage County.

- 9.2 The COLLECTOR's services shall be performed in a manner consistent with the customary skill and care of its profession.
- 9.3 If any errors, omissions, or acts, intentional or negligent, are made by the COLLECTOR, or SUBCONTRACTOR(s), in any phase of the work, the correction of which requires additional field or office work, the COLLECTOR shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work shall not relieve the COLLECTOR of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

10.0 CONFLICT OF INTEREST

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

11.0 COMPLIANCE WITH STATE AND OTHER LAWS

- 11.1 The COLLECTOR, and SUBCONTRACTOR(s), will comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, or other mandated approvals, whenever applicable.
- 11.2 The COLLECTOR, and SUBCONTRACTOR(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. COLLECTOR shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights. The COLLECTOR, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of the Illinois Criminal Code, 720 ILCS 5/33E-3 or 5/33E-4.
- 11.3 The COLLECTOR, and SUBCONTRACTOR(s), shall comply with the DuPage County Ethics Ordinance and provide any and all documents necessary to ensure compliance with this Ordinance.

12.0 MODIFICATION OR AMENDMENT

- 12.1 The parties may modify or amend this AGREEMENT only by a written document duly approved and executed by both parties.
- 12.2 The COLLECTOR acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. COLLECTOR agrees to submit changes in accordance with said Ordinance.

13.0 TERMINATION

- 13.1 Except as otherwise set forth in this AGREEMENT either party shall have the right to terminate this AGREEMENT for any cause upon serving sixty (60) days' prior written notice upon the other party, except in the event of COLLECTOR'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 13.2 Upon such termination, except for COLLECTOR'S obligation under Paragraph 8.0, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination.
- 13.3 Upon termination of this AGREEMENT, all data, reports and documents, if any, required of the COUNTY to submit to the State shall be submitted to the COUNTY within 10 days of termination.

14.0 **DEFINITIONS**

14.1 All definitions listed in Consumer Electronics Recycling Act 415 ILCS 151/ hereby made part of this agreement.

15.0 ENTIRE AGREEMENT

- 15.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 15.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein. In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

16.0 ASSIGNMENT

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

17.0 SEVERABILITY

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

18.0 GOVERNING LAW

- 18.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 18.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court for DuPage County.

18.3 NOTICES

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

Any required notice shall be sent to the following addresses and parties:

FOR THE RECYCLER:

eWorks Electronics Services, Inc. Attn. Jeffery Stagg 1480 S Wolf Rd. Wheeling, IL 60090

FOR THE COUNTY:

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

FOR GROUP PLAN ADMINSTRATOR:

Reverse Logistics Group Americas, Inc. Attn. Naomi Manahan 190 Middlesex Turnpike, Suite 206 Iselin, NJ 08830

19.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

20.0 FORCE MAJEURE

20.1 No of the parties shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

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

COUNTY OF DUPAGE:

NICHOLAS W. KOTTMEYER, P.E. CHIEF ADMINISTRATIVE OFFICER DATE

REVERSE LOGISTICS GROUP AMERICAS, INC:

NAOMI MANAHAN

DATE

EWORKS ELECTRONICS SERVICES, INC:

JEFFREY STAGG

DATE

EXHIBIT A

ACCEPTABLE ITEMS

Cable Receivers Computers (desktop, laptop, netbook, notebook, tablet) Digital Convertor Boxes Digital Video Disc Players Digital Video Disc Recorders Electronic Keyboards Electronic Mice **Facsimile Machines** Monitors Portable Digital Music Players Printers Satellite Receivers Scanners Small Scale Servers Televisions Videocassette Recorders Video Game Consoles

EXHIBIT B INSURANCE REQUIREMENTS

	TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$1,000,000
	🚓 B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
3.	**Commercial General Liability ****	
	A. Per Occurrence	\$2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$2,000,000
	2. General Aggregate - Products/	
	Completed Operations	\$2,000,000
4.	Personal and Advertising Injury	\$2,000,000
	Each Occurrence	\$2,000,000
5.	Fire Legal Liability (any one fire)	
6.	Medical Expense (any one person)	\$10,000
7.	**Umbrella Excess Liability (over primary)	\$5,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$5,000,000
8.	** Business Auto Liability ****	\$1,000,000
9.	***Environmental Impairment/Pollution Liability	\$10,000,000



Informational

File #: 24-0568

Agenda Date: 2/6/2024

Agenda #: 7.A.



2024 Sign Recycling Event



DuPage County Enter through DuPage County Campus Main Entrance 421 N. County Farm Rd., Wheaton {Follow Recycling Event Signage} Friday, April 5th · 3 pm – 5:30 pm Saturday, April 6th · 9 am – 12 pm

DuPage County Environmental Committee is pleased to offer the opportunity to recycle political and other corrugated plastic and cardboard signs for recycling. Lakeshore Recycling Systems will collect signs and metal stands at no cost. **Only corrugated plastic and cardboard will be accepted. Metal stands must be separated from signs prior to dropping off.**



Questions? Contact DuPage County at 630-407-6700 or email <u>Recycle@dupagecounty.gov</u>.

www.dupagecounty.gov/recycling