
INTERGOVERNMENTAL DELEGATION AGREEMENT

BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE COUNTY OF DU PAGE, ILLINOIS

A JOINT AND COOPERATIVE INSPECTION PROGRAM

This Intergovernmental Delegation Agreement (“Agreement” or “Delegation Agreement”) is entered into this 1st day of July, 2026, between the County of DuPage, Illinois (the “County”), and the Illinois Environmental Protection Agency (“Illinois EPA” or the “Agency”) (collectively, the “Parties”).

I. AUTHORITY

The Illinois EPA is an agency established in the executive branch of State government, having the duty and authority, *inter alia*, to conduct a program of continuing surveillance and of regular or periodic inspection of sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*) (“Act”), and regulations adopted thereunder (“regulations”).

The County is a unit of local government organized and existing under the laws of Illinois. The County Solid Waste Management Department (the “Department”), a department or agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County.

Section 30 of the Act (415 ILCS 5/30) provides:

“The Agency shall cause investigations to be made upon the request of the Board or upon receipt of information concerning an alleged violation of this Act, any rule or regulation adopted under this Act, any permit or term or condition of a permit, or any Board order, and may cause to be made such other investigations as it shall deem advisable.”

Article VII, Section 10, Constitution of the State of Illinois, 1970, provides in part:

“Units of local government . . . may contract. . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. . . ”.

Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides:

“Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public

agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/2) defines “public agency” to include any unit of local government as defined in the Illinois Constitution of 1970, the State of Illinois, and any agency of the State. The County is a unit of local government, as defined in the Illinois Constitution of 1970, and Illinois EPA is an agency of the State.

Section 4(r) of the Act (415 ILCS 5/4(r)) provides:

“The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.”

Section 22.15(h) of the Act (415 ILCS 5/22.15(h)) states that the Agency is authorized to provide financial assistance to units of local government for the performance of inspecting, investigating, and enforcement activities pursuant to Section 4(r) of the Act at nonhazardous solid waste disposal sites.

Section 55.6(c) of the Act (415 ILCS 5/55.6(c)) states, in part, that the Agency is authorized to provide financial assistance to units of local government for the performance of inspection, investigation, and enforcement activities pursuant to Section 4(r) of the Act at used and waste tire sites.

The Illinois EPA hereby delegates the site inspection authority, as set forth by the terms and conditions of this Delegation Agreement, to the County. All inspecting functions, not specifically delegated in this Delegation Agreement, are retained by the Illinois EPA. Other than to the Department, the County shall not sub-delegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County, are expressly excluded from the delegation of authority in this Delegation Agreement.

II. PURPOSE

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting sites in the County, for sharing information obtained regarding solid waste management in the County, and for follow-up activity in situations where violations of

environmental laws are detected, the results of which may result in the issuance of a Violation Notice or Administrative Citation.

III. DEFINITIONS

As used herein, the terms within this Delegation Agreement shall be defined in the Act, unless otherwise defined below.

As used herein, the term “*site(s)*” means any location, place, tract of land, and facilities, including but not limited to, buildings and improvements used for purposes subject to regulation or control by the Act or regulations thereunder. This term does not refer to sites or those portions of a site that manage “hazardous waste,” as defined under state and federal law or site(s) owned or operated, in whole or in part, by the County or any political subdivision of the County.

As used herein, the term “*inspection*” includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and copying of any documents, photographs, videotape or other record keeping, and any other information gathering activity.

IV. RESPONSIBILITIES OF THE COUNTY

A. INSPECTION

Pursuant to this Delegation Agreement, the County, through the Department, shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to inspect sites and issue Violation Notices under the Act and regulations adopted thereunder. The County shall inspect sites as well as enforce applicable provisions of the Act and regulations. The County understands that any reports, other pertinent data, and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA may be subject to public access, inspection, and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act (415 ILCS 5/7) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) as set forth in Section VII below in more detail.

The County shall conduct its inspection program in accordance with this Agreement and the requirements of the Act and its promulgated regulations. Before any employee of the County inspects a site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to their qualifications for the purposes of conducting inspections. The County's employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employee(s) as to all aspects of proper inspection, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) calendar days following the successful completion of such training course before they may become a certified inspector. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employee(s) so that they may obtain certification

through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) calendar days following the successful completion of such training course after demonstrating competency to the Regional Manager and after notice of completion of the approved training course has been provided to the Illinois EPA.

B. ENFORCEMENT

The Illinois EPA recognizes that the State's Attorney in the County has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the Illinois EPA and County agree that the State's Attorney may bring actions for violations pursuant to Section 42(e) of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement, the County agrees that it will conduct site inspections pursuant to the terms and conditions of the Delegation Agreement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the State's Attorney's Office. If the State's Attorney's Office declines to prosecute a case, the delegated County shall work with the Illinois EPA Regional Office to refer the case through the channels used by the Illinois EPA.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal, or disturbance. The purpose and intent of Illinois EPA review and approval for remedial actions is to utilize the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect, and enhance the quality of the environment.

The County agrees to notify the Illinois EPA Regional Office of any formal enforcement action (e.g., local ordinance violations) it initiates, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agree that, upon request, each will provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will cooperate with one another in relation to any enforcement actions brought by either party pursuant to the Act and/or regulations. The County and the Illinois EPA shall cooperate in enforcement matters including the matter of regularly scheduled meetings. The Parties will hold these meetings when a referral for formal enforcement is considered; when considering issuance of an Administrative Citation (in agreement); when the facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in agreement); and when a Compliance Commitment Agreement is considered for approvals and/or rejection.

The County agrees that its employee(s) shall cooperate fully and completely with the Illinois EPA, including, but not limited to, offering testimony in any enforcement matter instituted against a site in the County.

V. RESPONSIBILITIES OF THE ILLINOIS EPA

In order to promote the operational aspects of this Delegation Agreement, personnel from the Illinois EPA may accompany inspectors on joint inspections within its municipal jurisdiction. Such joint inspections may also serve to provide County personnel with additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action, the Illinois EPA agrees to notify the County of any such action, with the purpose being to avoid duplication of efforts and to avoid independent or inconsistent formal enforcement proceedings. If a duplicative action exists, the Illinois EPA may decide to take over such enforcement action. In the event a conflict arises between enforcement or remedy, the Illinois EPA retains ultimate primacy of the issue.

The Illinois EPA agrees that its employee(s) shall cooperate, review reports and provide guidance and recommendations for improved quality, respond to questions, and offer testimony in any enforcement matter instituted against a site in the County that is within the scope of this Delegation Agreement. Nothing in this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and regulatory discretion regarding inspection, investigation, or enforcement matters.

VI. BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS

The issuance of site permits, variances, and adjusted standards required by the Act and regulations shall remain the sole discretion and responsibility of the Illinois EPA, and Illinois Pollution Control Board, respectively.

VII. RECORDS AND AUDITS

A. The Illinois EPA shall forward to the County copies of all applications for site permits and/or supplemental permits, variances, and adjusted standards as they are received for sites in the County. The Illinois EPA shall also forward to the County copies of every final permit decision and any Board-issued regulatory relief decision. The County shall ensure that all records, including but not limited to books, documents, reports, data, other evidentiary material, and records reflecting costs incurred by the County in accordance with this Agreement, are maintained using accounting procedures and practices that conform to generally accepted accounting principles to properly account for the receipt and disposition of all financial assistance received hereunder. The County shall ensure that records are preserved and made available for inspection, auditing, and copying as provided in Subsection VII. D. below:

- 1) For a minimum of three (3) calendar years following the County's receipt of final payment of financial assistance from the Illinois EPA hereunder;
- 2) For documents relating to disputes and/or appeals, litigation, or the settlement of claims arising out of the services or activities provided by the County hereunder, or costs and expenses of services for which exception has been taken by the Illinois EPA or any of its duly authorized representatives, until three (3) calendar years after disposition of such appeals, litigation, claims, or exceptions, or for the three (3) calendar years specified in subsection (A)(1) above, whichever is longer; and
- 3) For such longer period required by applicable statute or regulation, including but not limited to, the Local Records Act (50 ILCS 205/1 *et seq.*).

B. The Parties acknowledge and agree that this Delegation Agreement, the payment of financial assistance, requests for payments and supporting documentation, and all other records, reports, data, and/or other written material (including but not limited to electronic data, records, and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of, the Illinois EPA or the County may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Such records, data, and files of the Illinois EPA may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).

C. The Parties shall comply with the provisions of Sections 7 and 7.1 of the Act, 2 Ill. Adm. Code 1828.202, and other applicable law relating to the non-disclosure of any confidential information under this Delegation Agreement. In addition, the Parties shall comply with Part 130 of the Illinois Pollution Control Board regulations (35 Ill. Adm. Code Part 130) and other applicable law regarding trade secret information here under.

D. The Illinois EPA, the Illinois Auditor General, the Illinois Executive Inspector General, the Illinois Attorney General, and their respective officers, officials, employees, and authorized representatives and agents shall have the right to inspect and audit any books, records, or papers relating to the financial assistance provided hereunder and the expenditure of said funds.

VIII. HOLD HARMLESS, INDEMNIFICATION, AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the County hereby agrees to assume the risk, responsibility, and liability for any and all loss or damage to property owned by the County, the Illinois EPA, or third persons, and any injury to or death of any persons (including employees of the County) caused by, arising out of, or occurring in connection with, the execution of any services or other work, contract, or subcontract arising out of this Agreement, and the County

shall indemnify, save harmless, and defend the State of Illinois and the Illinois EPA (and their respective officials, officers, employees, and authorized representatives) from all claims for any such loss, damage, injury, or death, except to the extent such claim, loss, damage, injury, or death is attributable to the negligent or willful and wanton conduct of an official, officer, employee, or authorized representative of the County. The County shall also require that any and all contractors, subcontractors, consultants, and other parties engaged by the County shall agree in writing that they shall look solely to the County for performance of such contract or satisfaction of any and all claims arising thereunder.

B. INSURANCE

Throughout the duration of this Agreement and any extensions thereof, the County shall maintain the following types of insurance coverages, or equivalent self-insurance coverage, in not less than the amounts of coverages set forth below:

- 1) Commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000 each occurrence (combined single limit bodily injury and property damage). If the CGL insurance contains an aggregate limit, it shall be not less than \$2,000,000 or shall be endorsed to apply separately to this project. The State and the Illinois EPA shall be named as an additional insured under the CGL insurance, any commercial umbrella/excess liability insurance, and business auto liability coverages of the County. The County's CGL insurance, commercial umbrella/excess liability insurance (if any), and business auto liability coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Illinois EPA and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Illinois EPA. Any insurance or self-insurance maintained by the State or the Illinois EPA shall be in excess of the County's insurance and shall not contribute with it.
- 2) Business auto liability insurance, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
- 3) Workers compensation insurance, as required by law.

The County shall cause each subcontractor and consultant, employed by or acting on behalf of the County hereunder, to maintain insurance of the types and not less than the amounts of coverages specified above. Copies of letters and/or certificates of insurance evidencing the types and amounts of coverages for the County and each of its subcontractors and consultants are attached hereto as Exhibit A.

IX. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS

Notwithstanding any provision herein to the contrary, the financial assistance provided for hereunder is expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the inspection activities performed hereunder. The Illinois EPA may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if: i) sufficient State funds have not been appropriated to the Illinois EPA, ii) the Governor or the Illinois EPA reserves appropriated funds, iii) the Governor or the Illinois EPA determines that appropriated funds may not be available for payment, or iv) the Illinois EPA determines that there are otherwise insufficient funds available. The Illinois EPA shall provide notice, in writing, to the County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the County's receipt of said notice.

X. FINANCIAL ASSISTANCE

A. Subject to the availability of sufficient funds as provided in Section IX above and the terms and conditions of this Agreement, the Illinois EPA will provide financial assistance to the County in the form of reimbursement to the County as herein provided. The financial assistance amount shall be eighty percent (80%) of the County's total allowable costs approved by the Agency, not to exceed the maximum amount of financial assistance approved by the Agency (the "Maximum Annual Financial Assistance Amount") in any state fiscal year (i.e. July 1 through June 30) during the term of this Agreement for the County's inspection, investigation and enforcement activities performed hereunder. The Maximum Annual Financial Assistance Amount is subject to adjustment by the Illinois EPA in any fiscal year based on the Illinois EPA's budget, the County's budget, the Exhibit B Fact Sheet (and as amended), and the availability of sufficient funds for the inspection activities performed hereunder. In the event that this Agreement is terminated prior to June 30 in any such fiscal year during the term of this Agreement, then the Maximum Annual Financial Assistance Amount shall be prorated based on the number of days that the Agreement is in effect during said fiscal year, subject to the availability of sufficient funds as herein provided.

B. Financial assistance are those costs that:

- 1) the Illinois EPA determines to be reasonable and necessary for the County to perform its inspection activities required hereunder and as set forth in the Fact Sheet (and any Amended Fact Sheet) approved by the Illinois EPA, and include, but are not limited to, costs of salaries and benefits, professional and consultant services, project feasibility and engineering reports, and materials acquired, consumed, or expended specifically for said activities;
- 2) exclude Unallowable Costs set forth in Section X, Subsection C below;

- 3) shall not exceed the amounts set forth in the annualized budget that the Illinois EPA approves for the fiscal year in which the expenses were incurred during the term of this Agreement; and
- 4) shall not exceed the Maximum Annual Financial Assistance Amount determined by the Illinois EPA.

The proposed budget for each state fiscal Year during the term of this Delegation Agreement shall be attached hereto as Exhibit C and is incorporated herein. During the term of this Agreement, proposed modifications to the budget may be required, from time-to-time and as necessary, to account for programmatic alterations. These proposed modifications must be submitted on Illinois EPA-approved forms. Per Section XIII below, certain budget modifications may require formal amendment. The submission of an amended budget request does not require the Illinois EPA to provide the County any funding above previously approved Maximum Annual Financial Assistance Amounts. The Illinois EPA shall provide the County with written notice of its decision regarding any amendments to the County's proposed budget and Fact Sheet.

C. Costs excluded from financial assistance and as set forth in Exhibit D, attached hereto and incorporated herein (collectively, "Unallowable Costs"), include:

- 1) costs incurred in violation of any term or condition of this Agreement or any applicable federal, state, or local law;
- 2) costs incurred prior to or after the term of this Agreement; and
- 3) the unallowable costs as set forth in Exhibit D.

D. To be eligible for financial assistance reimbursement, on a quarterly basis, the County must submit financial assistance reimbursement requests with supporting documentation, together with progress reports on forms provided by the Illinois EPA. The County must submit its financial assistance reimbursement request (i.e., payment requests) for each quarter not more than thirty (30) calendar days following the end of said quarter. The supporting documents shall identify the activities performed and how they meet the inspection goals established. The documentation should also provide a breakdown of the costs, sufficient to demonstrate that the costs for which financial assistance is sought were necessary and reasonable and otherwise allowable costs as defined herein. Financial assistance request documents shall include, but are not limited to, the following:

- 1) An identification of the time period for which the activities/services were performed, and the costs were incurred;
- 2) A brief description of the work performed;
- 3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the Fact Sheet or Amended Fact Sheet;

- 4) The names and titles of individuals performing activities/services and the dates and hours worked;
- 5) Copies of invoices;
- 6) A list of expenses and/or costs incurred in connection with the activities/services performed;
- 7) A list of inspections completed, the date they were completed, and by whom they were completed;
- 8) A signed statement that the report and documentation is truthful and accurate, and
- 9) Such other documentation requested by the Illinois EPA to determine whether an expense for which financial assistance is requested is an allowable cost as defined herein.

E. The County shall submit its final request each state fiscal year for financial assistance hereunder no later than thirty (30) calendar days following the expiration of the term of this Agreement. Requests for financial assistance may be submitted as follows:

Via email to: EPA.DelegatedCounty@illinois.gov

Or

Via U.S. Mail or parcel delivery to:

Illinois Environmental Protection Agency
Attn: Materials Management and Compliance Section #24
2520 West Iles Avenue, P.O. Box 19276
Springfield, IL 62794-9276

F. The County's failure to submit financial assistance requests, appropriate supporting documentation, or quarterly reports in a timely manner may result in denial of financial assistance payments by the Illinois EPA.

G. At any time or times prior to final payment under this Agreement, the Illinois EPA may cause any request(s) for payment to be reviewed or audited by the Illinois EPA or as otherwise herein provided. Each subsequent payment shall be subject to reduction for amounts included in the related request for payment which are found, on the basis of such review or audit, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on preceding requests for payment.

XI. INSPECTIONS

A. FORMALIZED RECORD

The County shall maintain a formalized record of all inspections, compliance, non-compliance, formal enforcement, and Administrative Citation activities. The information recorded shall include, at a minimum:

- 1) relevant dates;
- 2) number of inspections;
- 3) facilities inspected;
- 4) volume in cubic yards of waste remediated at open dump sites;
- 5) the status of all compliance and enforcement activities; and
- 6) the amount of any penalties, interest or restitution collected or due and owing.

B. INSPECTION REPORT FORMS

Each time a certified inspector (hereinafter “inspector”) conducts an inspection of a site, the inspector shall complete an inspection report that consists of, at a minimum:

- 1) an inspection checklist;
- 2) a narrative;
- 3) a site sketch or map;
- 4) photographs documenting site conditions; and
- 5) any appropriate supporting documents.

While conducting inspections, the inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes.

After completing the inspection, the inspector shall complete the inspection report within thirty (30) calendar days after the date of the inspection. The employee shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections.

The original completed report shall be maintained by the County; one copy to the owner (via email or U.S. First Class Mail); one copy to the operator (via email or U.S. First Class Mail); and one copy shall be forwarded to Illinois EPA Headquarters via email to: EPA.DelegatedCounty@illinois.gov. Copies of the inspection report shall be forwarded to the Illinois EPA and the owner and operator no later than thirty (30) calendar days after the date of the inspection.

C. INSPECTION SCHEDULE

The inspection schedule for the upcoming fiscal year shall be provided to the Illinois EPA Regional Manager for comment and approval by April 30 each year.

Before conducting any independent inspections pursuant to the Delegation Agreement, the inspector must first be certified by Illinois EPA in accordance with Section IV(A) above. Before conducting an inspection of an Illinois EPA permitted site, the inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards, and Illinois EPA permits in order to become aware of permit conditions, obligations, and exceptions that may apply to the site.

The County is responsible for inspecting the sites within its jurisdiction on an approved schedule pursuant to the Fact Sheet (Exhibit B), and as amended. The County and Illinois EPA understand that it may be necessary for the County to conduct impromptu inspections of Illinois EPA permitted sites without having had time to notify the Illinois EPA prior to such inspection, but this is to be the exception rather than the usual course of operation. Inspections of open dump sites will be on an as-needed basis. Additionally, the County shall conduct inspections of any site subject to the Delegation Agreement within ten (10) calendar days of the request of Illinois EPA or upon citizen complaints alleging violations of the Act and regulations.

The County shall forward to Illinois EPA, within thirty (30) calendar days, copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement.

From time to time, Illinois EPA engages in inspections with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports, or other information pertaining to such inspections are beyond the scope of the Delegation Agreement. Nothing herein shall limit Illinois EPA's legal authority to work and cooperate with the State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.

Unless otherwise specified, the Regional Manager¹, Field Operations Section, Bureau of Land, shall be Illinois EPA's representative for the operational aspects of the Delegation Agreement, and the Director of the Department shall be the County's representative.

XII. ADMINISTRATIVE CITATION PROCESS

If a citation is issued, the violator will make out two separate checks: one check to the Illinois EPA, Environmental Protection Trust Fund, for half of the amount of the fine and a second check to the County for the other half of the fine. All relevant information relating to the citation shall be made available to the Illinois EPA upon request. If the State's Attorney's Office declines to prosecute an administrative citation, the County shall work with the Illinois EPA Regional Office to refer the case through the channels used by the Illinois EPA. Fines will not be split if the case is solely prosecuted by the Illinois EPA.

XIII. EFFECTIVE DATE - TERMINATION - AMENDMENT – RENEWAL

- A. This Delegation Agreement shall commence on July 1, 2026, or upon execution, whichever is later, and shall remain in effect until **June 30, 2031**, unless terminated earlier by either party giving thirty (30) calendar days prior written notice of termination to the other party. The Delegation Agreement may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County's inspection and enforcement program.
- B. The Parties may amend this Delegation Agreement by way of written agreement signed by both Parties. However, Illinois EPA, at its sole discretion, may also amend this Delegation Agreement via written notice provided to the County.
- C. The Parties may renew this Delegation Agreement for additional five (5) calendar year terms by mutual written agreement.
- D. A written amendment signed by both Parties is required for Exhibit B Fact Sheet amendments or Exhibit C budget request changes by the County reflecting in an increase or decrease to the Maximum Annual Financial Assistance Amount budgeted for any of the state fiscal years subject to this Agreement.
- E. For Exhibit B Fact Sheet amendments or Exhibit C budget request changes by the County that do not result in changes to the Maximum Annual Financial Assistance Amount for any of state fiscal years subject to this Agreement, the County must

¹ The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven (7) regions for administrative purposes. The Illinois EPA has a regional office in each region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties.

notify and provide such changes to the Illinois EPA of those in writing as soon as practicable pursuant to the requirements of Section XV (Notices).

XIV. RECOVERY OF FUNDS AND OTHER REMEDIES

In the event this Agreement is breached by the County, the Illinois EPA may, in addition to any other remedies provided in law and/or equity, revoke this Agreement and take such other action as the Illinois EPA is authorized to take. If the Illinois EPA determines funds are being misspent or improperly held by the County, then the Illinois EPA or the Illinois Attorney General may recover those funds and take any other action authorized by law. These remedies shall not be construed as limiting the Illinois EPA's right to terminate this Agreement with or without cause as provided in Section XIII above.

XV. NOTICES

Any notice required under this Agreement shall be in writing and shall be deemed properly given when personally delivered, mailed by certified mail, return receipt requested, U.S. First Class mail, or via email to the addresses below. Notice of termination of the Agreement shall be sent by certified mail, return receipt requested, or by personal delivery, to the addresses below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section. Notice as provided herein does not waive service of summons.

For the Illinois EPA:

Materials Management and Compliance Section
Bureau of Land #24
Illinois Environmental Protection Illinois EPA
2520 West Iles Avenue, P.O. Box 19276
Springfield, Illinois 62794-9276
EPA.DelegatedCounty@illinois.gov

For the County:

DuPage County Facilities Management Department
Attention: Stephen Travia, Director of Facilities Management
421 N. County Farm Rd.
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

XVI. NO THIRD-PARTY BENEFICIARIES

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty upon any third party.

XVII. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times observe and comply with all applicable federal and state laws, regulations, and codes which may in any manner affect the performance of this Agreement.

XVIII. DISCLAIMER OF RELATIONSHIP

A. Nothing contained in this Agreement, nor any act of the Illinois EPA or the County, shall be deemed or construed by the other party, or by any third party, to create any relationship of a principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Illinois EPA and the County.

B. The employees of the County shall remain employees of the County and are therefore not entitled to any benefits provided to employees of the State by virtue of this Agreement and/or any services or work performed under this Agreement.

XIX. MISCELLANEOUS

A. This Agreement sets forth the entire understanding of the Parties relative to the subject matter hereof and supersedes all prior agreements.

B. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising out of this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

D. If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

E. If a party waives a breach of any provision of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said party or prevent the non-breaching party from enforcing such provisions.

F. This Agreement may be executed in several identical counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

G. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.

H. Each of the undersigned signing as an officer, representative, or agent on behalf

of the respective party to this Agreement warrants that they hold such capacity, as is specified beneath their name, and further warrants that they are authorized to execute and effectuate this Agreement to bind the party on whose behalf they are signing this Agreement to the terms and conditions herein, and that they do so voluntarily and in their official capacity.

Exhibits:

Exhibit A: Certificate(s) of Insurance

Exhibit B: Fact Sheet

Exhibit C: Budget for State Fiscal Years 2027, 2028, 2029, 2030, and 2031

Exhibit D: Unallowable Costs

SIGNATURE PAGE TO FOLLOW

THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY ACCEPTED AND AGREED TO:

**ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY**

DU PAGE COUNTY

By: _____
James Jennings, Acting Director

By: _____
Deborah Conroy, Chair
DuPage County Board

Date: _____

Date: _____

Attest: _____
Vishnu Srinivasaraghavan, Manager
Materials Management and
Compliance Section
Bureau of Land

Attest: _____
Jean Kaczmarek
DuPage County Clerk

Date: _____

Date: _____

EXHIBIT A



**DUPAGE
COUNTY**

FINANCE DEPARTMENT

630-407-6100

www.dupagecounty.gov/finance

DU PAGE COUNTY, ILLINOIS CERTIFICATE OF INSURANCE

The undersigned, JEFFREY MARTYNOWICZ, does hereby certify that he is duly appointed and acting Chief Financial Officer of DuPage County, Illinois, and as such Chief Financial Officer has full authority to issue this Certificate.

The County self-insures for losses not in excess of \$2,000,000. Such self-insurance is equivalent to the following type(s) and amount(s) of coverage(s):

1. Commercial general liability ("CGL") insurance with a limit of not less than \$1,000,000 each occurrence (combined single limit bodily injury and property damage), with an aggregate not less than \$2,000,000.
2. Business auto liability insurance, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury and property damage, covering liability arising out of any auto, including owned, hired, and non-owned autos; and
3. Workers Compensation insurance, as required by law.

The State of Illinois and Illinois EPA are hereby named as an additional insured under the County of DuPage's self-insurance. Said coverage shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Illinois EPA and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Illinois EPA. Any insurance or self-insurance maintained by the State or the Illinois EPA shall be in excess of the County's insurance and shall not contribute with it.

Dated this 11th day of February, 2026.

DuPage County, Illinois

BY: _____

Jeffrey Martynowicz
Chief Financial Officer

EXHIBIT B

EXHIBIT B

Application for Solid Waste Enforcement Financial Assistance 35 Illinois Administrative Code

**DuPage County
February 23, 2026**

I. Program Statement/Description of Current Solid Waste Disposal System

DuPage County seeks funding for activities specified in the Intergovernmental Agreement. Between the Illinois Environmental Protection Agency and the County of DuPage? Illinois A. Joint and Cooperative Inspection Program (Delegation Agreement). The term of the Agreement ends June 30, 2031.

The Delegation Agreement specifies activities for the inspection, monitoring and enforcement of solid waste facilities, excluding hazardous waste, but including investigation activities for complaints of open dumping and open burning. In recent years, unpermitted/complaint inspections have ranged between 25 and 35 per year including follow up inspections.

Inspection activities would take place at regulated sites such as landfills, transfer stations, potentially infectious medical waste sites, construction and demolition recycling facilities, uncontaminated soil fill operations and assigned NFR sites.

- AK Mulch and Firewood – LPC #0430805094
- Addlawn Landscaping – LPC #0430905819
- Amber Solvent – LPC #0434145522
- Anderson Landscape Supply LLC – LPC #0434350047
- Bloomingdale Township – LPC #0438010002
- DuKane Transfer Facility – LPC #0430905819
- DuPage Yard Waste Transfer Station – LPC #0430905794
- Greene Valley RDF – LPC #0438030001 (certified closed 7/31/98)
- Heritage Crystal Clean – LPC #0434505083
- Mallard Lake – LPC #0438010004 (certified closed 12/30/01)
- St. Francis Kennel & Pet Crematory – LPC#0431205141
- Stericycle Inc. – LPC #0434505083
- Waste Box, Inc. – LPC #0434625034
- West DuPage GCDD Recovery Facility – LPC #0430905942
- Western DuPage – LPC #0438055007

DuPage County currently employs one certified IEPA inspector and one inspector pending certification from the Agency. The County also has an Administrative Assistant on staff that handles calls regarding open dumping, disposal, recycling and open burning. The County may, when deemed necessary, assist Building & Zoning officials on inspections to advise on waste handling and support local jurisdiction cases. DuPage County has one Assistant State's Attorney assigned for environmental issues and the Deputy Director oversees/manages the aforementioned staff and is involved in enforcement meetings and decisions.

II. Program Description/Proposed Financial Assistance Activities

A. Geographic Area:

All areas within DuPage County.

B. Permitted Site Inspection Schedule

See attached.

C. Equipment

The County has one vehicle designated for the Environmental Division and all staff have mobile phones, laptops and other equipment needed to complete inspections. The County purchases safety equipment including hard hats, safety vests, protective boots and pH paper. When needed, the County requests the assistance of the Regional IEPA Office for scanning sites with PID or FID equipment but may also utilize PIDs owned by other County Departments, if necessary.

III. Activity Reports and Requests for Payment

The County will provide the Agency a spreadsheet with inspections completed during the time frame being submitted. The County will submit quarterly requests for payment on the provided form with required supporting documentation.

IV. Funding Request

\$95,381.13

EXHIBIT C



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Acting Director

Delegation Agreement Annual Budget Summary

General Information

Applicant: DuPage County

State Fiscal Year: 2027

Address: 421 N. County Farm Rd

Intergovernmental

City: Wheaton

State: IL

Zip: 60187

Delegation Agreement: R22A27

Application Date: _____

Contact: Joy Hinz - joy.hinz2@dupagecounty.gov

Phone: (630) 407-6753

Email: _____

Budget Information

Local Government Funding Mechanism

DuPage County funds this program with revenue from DuKane Transfer Facility tipping fee.

Requested State Award: \$95,381.13

Local Funding Level: \$23,845.29

Budget Summary

Budgeted Items	State Award	Local Funding	Total
Direct Personnel Costs	\$62,642.00	\$15,661.23	\$78,303.23
Fringe Benefits	\$25,057.00	\$6,264.29	\$31,321.29
In-Kind Contributions	\$0.00	\$0.00	
Other Direct Costs	\$7,681.00	\$1,920.90	\$9,601.90
Indirect Costs	\$0.00	\$0.00	
Total	\$95,380.00	\$23,846.42	\$119,226.42

Delegated County Inspections

Number of Inspections to be completed: _____ \$112.00

Reasoning:

The Delegation Agreement specifies activities for the inspection, monitoring and enforcement of solid waste facilities, excluding hazardous waste, but including investigation activities for complaints of open dumping and open burning. In recent years, unpermitted/complaint inspections have ranged between 25 and 35 per year including follow up inspections. The County is home to 14 permitted sites and will complete 56 NFR inspections.

Once Budget Summary is completed, you can either email to EPA.DelegatedCounty@illinois.gov, or print and mail to:

Illinois Environmental Protection Agency
Attn: MMCS, #24
2520 West Iles Ave
P.O. Box 19276
Springfield, Illinois 62794-9276

Financial Cost

A. Direct Personnel

Position Title/Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Joy Hinz (Elges), Env. & Sustainability Programs Mgr	1,950	45%	\$53.79	\$47,200.72
Ian Johnstone	1,950	30%	\$37.32	\$21,832.20
Myles Barnes, Administrative Assistant	1,950	5%	\$26.41	\$2,574.97
Geoffrey Matteson	1,950	5%	\$68.67	\$6,695.32
Total:				\$78,303.23

B. Fringe Benefits

Type of Fringe Benefit		Rate (Percentage)	Personnel Cost	Totals
Medical Insurance, IMRF, FICA		40%	\$78,303.23	\$31,321.29
Subtotal:				\$31,321.29

Type of Fringe Benefit	Monthly Cost	Percent Time on Grant	Number of Months	Totals
Subtotal:				
Total:				\$31,321.29

C. In-Kind Contributions

Position Title or Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Total:				

D. Other Direct Costs

1. Travel

Description		Cost per Unit or Mile	Quantity	Totals
Inspections		\$0.70	1,200	\$840.00
Meetings		\$0.70	200	\$140.00
Total:				\$980.00

2. Equipment

Equipment - Amortized

Type of Equipment	Cost per Unit	Quantity	Percent Time on Program	Totals
Subtotal:				

Equipment - Expensed

Type of Equipment		Cost per Unit	Quantity	Totals
Subtotal:				
Total:				

3. Supplies

Description		Cost per Month	Number of Months	Totals
Boots, Safety Vests Etc.		\$300.00	1	\$300.00
Total:				\$300.00

4. Postage

Description		Cost per Unit	Quantity	Totals
VNs, NCA, AC Certified Return Receipt		\$9.90	5	\$49.50
First Class		\$1.70	32	\$54.40
Total:				\$103.90

5. Advertising

Description		Cost per Unit	Quantity	Totals
Total:				

6. Computer Charges

Description		Cost per Unit	Quantity	Totals
Total:				

7. Telecommunications

Description		Cost per Month	Quantity	Totals
Hinz mobile		\$50.00	6	\$300.00
Johnstone mobile		\$50.00	6	\$300.00
Total:				\$600.00

8. Office Space and Utilities Costs

Description	Cost per Year	Percent Time on Program	Number of Years	Totals
\$266,260/30 employees	\$8,942.00	50%	1	\$4,471.00
Total:				\$4,471.00

9. Vehicle Charges

Vehicle Charges - Amortized

Description	Cost per Month	Percent Time on Program	Number of Months	Totals
Subtotal:				

Vehicle Charges - Expensed

Description	Cost per Unit	Percent Time on Program	Number of Units	Totals
Subtotal:				
Total:				

10. Printing

Description		Cost per Unit	Quantity	Totals
Total:				

11. Conference and/or Training Registration

Description		Cost per Unit	Quantity	Totals
ILCSWMA Conference		\$300.00	2	\$600.00
Total:				\$600.00

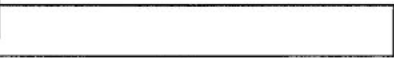
12. Miscellaneous Direct Costs

Description		Cost per Unit	Quantity	Totals
Env Professional Liability Insurance		\$2,547.00	1	\$2,547.00
Total:				\$2,547.00
Other Direct Costs Total:				\$9,601.90

E. Indirect Costs

Miscellaneous Shared Expenses		Rate (Percentage)	Total Direct Costs	Totals
Total:				

Grand Total: \$119,226.42

Signature of Authorized Representative

Joy Hinz, Environmental & Sustainability Programs Manager

Print Name of Authorized Representative and Title

April 23, 2026

Date



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Acting Director

Delegation Agreement Annual Budget Summary

General Information

Applicant: DuPage County

State Fiscal Year: 2028

Address: 421 N. County Farm Rd

Intergovernmental

City: Wheaton

State: IL

Zip: 60187

Delegation Agreement: R22A27

Application Date: Mar 6, 2026

Contact: Joy Hinz - joy.hinz2@dupagecounty.gov

Phone: (630) 407-6753

Email: _____

Budget Information

Local Government Funding Mechanism

DuPage County funds this program with revenue from DuKane Transfer Facility tipping fee.

Requested State Award: \$95,381.13

Local Funding Level: \$27,129.47

Budget Summary

Budgeted Items	State Award	Local Funding	Total
Direct Personnel Costs	\$62,744.97	\$17,904.10	\$80,649.07
Fringe Benefits	\$25,098.00	\$7,161.63	\$32,259.63
In-Kind Contributions	\$0.00	\$0.00	
Other Direct Costs	\$7,681.00	\$1,920.90	\$9,601.90
Indirect Costs	\$0.00	\$0.00	
Total	\$95,523.97	\$26,986.63	\$122,510.60

Delegated County Inspections

Number of Inspections to be completed: \$112.00

Reasoning:

The Delegation Agreement specifies activities for the inspection, monitoring and enforcement of solid waste facilities, excluding hazardous waste, but including investigation activities for complaints of open dumping and open burning. In recent years, unpermitted/complaint inspections have ranged between 25 and 35 per year including follow up inspections. The County is home to 14 permitted sites and will complete NFR inspections as assigned. A projected number of 56 NFR inspections has been included.

Once Budget Summary is completed, you can either email to EPA.DelegatedCounty@illinois.gov, or print and mail to:

Illinois Environmental Protection Agency
Attn: MMCS, #24
2520 West Iles Ave
P.O. Box 19276
Springfield, Illinois 62794-9276

Financial Cost

A. Direct Personnel

Position Title/Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Joy Hinz (Elges), Env. & Sustainability Programs Mgr	1,950	45%	\$55.40	\$48,613.50
Ian Johnstone	1,950	30%	\$38.44	\$22,487.40
Myles Barnes, Administrative Assistant	1,950	5%	\$27.20	\$2,652.00
Geoffrey Matteson	1,950	5%	\$70.73	\$6,896.18
Total:				\$80,649.07

B. Fringe Benefits

Type of Fringe Benefit		Rate (Percentage)	Personnel Cost	Totals
Medical Insurance, IMRF, FICA		40%	\$80,649.07	\$32,259.63
Subtotal:				\$32,259.63

Type of Fringe Benefit	Monthly Cost	Percent Time on Grant	Number of Months	Totals
Subtotal:				
Total:				\$32,259.63

C. In-Kind Contributions

Position Title or Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Total:				

D. Other Direct Costs

1. Travel

Description		Cost per Unit or Mile	Quantity	Totals
Inspections		\$0.70	1,200	\$840.00
Meetings		\$0.70	200	\$140.00
Total:				\$980.00

2. Equipment

Equipment - Amortized

Type of Equipment	Cost per Unit	Quantity	Percent Time on Program	Totals
Subtotal:				

Equipment - Expensed

Type of Equipment		Cost per Unit	Quantity	Totals
Subtotal:				
Total:				

3. Supplies

Description		Cost per Month	Number of Months	Totals
Boots, Safety Vests Etc.		\$300.00	1	\$300.00
Total:				\$300.00

4. Postage

Description		Cost per Unit	Quantity	Totals
VNs, NCA, AC Certified Return Receipt		\$9.90	5	\$49.50
First Class		\$1.70	32	\$54.40
Total:				\$103.90

5. Advertising

Description		Cost per Unit	Quantity	Totals
Total:				

6. Computer Charges

Description		Cost per Unit	Quantity	Totals
Total:				

7. Telecommunications

Description		Cost per Month	Quantity	Totals
Hinz mobile		\$50.00	6	\$300.00
Johnstone mobile		\$50.00	6	\$300.00
Total:				\$600.00

8. Office Space and Utilities Costs

Description	Cost per Year	Percent Time on Program	Number of Years	Totals
\$266,260/30 employees	\$8,942.00	50%	1	\$4,471.00
Total:				\$4,471.00

9. Vehicle Charges**Vehicle Charges - Amortized**

Description	Cost per Month	Percent Time on Program	Number of Months	Totals
Subtotal:				

Vehicle Charges - Expensed

Description	Cost per Unit	Percent Time on Program	Number of Units	Totals
Subtotal:				
Total:				

10. Printing

Description		Cost per Unit	Quantity	Totals
Total:				

11. Conference and/or Training Registration

Description		Cost per Unit	Quantity	Totals
ILCSWMA Conference		\$300.00	2	\$600.00
Total:				\$600.00

12. Miscellaneous Direct Costs

Description		Cost per Unit	Quantity	Totals
Env Professional Liability Insurance		\$2,547.00	1	\$2,547.00
Total:				\$2,547.00
Other Direct Costs Total:				\$9,601.90

E. Indirect Costs

Miscellaneous Shared Expenses		Rate (Percentage)	Total Direct Costs	Totals
Total:				

Grand Total: **\$122,510.60**



Signature of Authorized Representative
Joy Hinz, Environmental & Sustainability Programs Manager

Print Name of Authorized Representative and Title

April 23, 2026

Date



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Acting Director

Delegation Agreement Annual Budget Summary

General Information

Applicant: DuPage County

State Fiscal Year: 2029

Address: 421 N. County Farm Rd

Intergovernmental

City: Wheaton State: IL Zip: 60187

Delegation Agreement: R22A27

Application Date: Mar 6, 2026

Contact: Joy Hinz - joy.hinz2@dupagecounty.gov

Phone: (630) 407-6753

Email: _____

Budget Information

Local Government Funding Mechanism

DuPage County funds this program with revenue from DuKane Transfer Facility tipping fee.

Requested State Award: \$95,381.13

Local Funding Level: \$30,511.00

Budget Summary

Budgeted Items	State Award	Local Funding	Total
Direct Personnel Costs	\$62,880.29	\$20,184.83	\$83,065.12
Fringe Benefits	\$25,152.12	\$8,073.93	\$33,226.05
In-Kind Contributions	\$0.00	\$0.00	
Other Direct Costs	\$7,681.00	\$1,920.90	\$9,601.90
Indirect Costs	\$0.00	\$0.00	
Total	\$95,713.41	\$30,179.66	\$125,893.07

Delegated County Inspections

Number of Inspections to be completed: \$112.00

Reasoning:

The Delegation Agreement specifies activities for the inspection, monitoring and enforcement of solid waste facilities, excluding hazardous waste, but including investigation activities for complaints of open dumping and open burning. In recent years, unpermitted/complaint inspections have ranged between 25 and 35 per year including follow up inspections. The County is home to 14 permitted sites and will complete 56 NFR inspections.

Once Budget Summary is completed, you can either email to EPA.DelegatedCounty@illinois.gov, or print and mail to:

Illinois Environmental Protection Agency
Attn: MMCS, #24
2520 West Iles Ave
P.O. Box 19276
Springfield, Illinois 62794-9276

Financial Cost

A. Direct Personnel

Position Title/Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Joy Hinz (Elges), Env. & Sustainability Programs Mgr	1,950	45%	\$57.06	\$50,070.15
Ian Johnstone	1,950	30%	\$39.59	\$23,160.15
Myles Barnes, Administrative Assistant	1,950	5%	\$28.02	\$2,731.95
Geoffrey Matteson	1,950	5%	\$72.85	\$7,102.88
Total:				\$83,065.12

B. Fringe Benefits

Type of Fringe Benefit		Rate (Percentage)	Personnel Cost	Totals
Medical Insurance, IMRF, FICA		40%	\$83,065.13	\$33,226.05
Subtotal:				\$33,226.05

Type of Fringe Benefit	Monthly Cost	Percent Time on Grant	Number of Months	Totals
Subtotal:				
Total:				\$33,226.05

C. In-Kind Contributions

Position Title or Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Total:				

D. Other Direct Costs

1. Travel

Description		Cost per Unit or Mile	Quantity	Totals
Inspections		\$0.70	1,200	\$840.00
Meetings		\$0.70	200	\$140.00
Total:				\$980.00

2. Equipment

Equipment - Amortized

Type of Equipment	Cost per Unit	Quantity	Percent Time on Program	Totals
Subtotal:				

Equipment - Expensed

Type of Equipment		Cost per Unit	Quantity	Totals
Subtotal:				
Total:				

3. Supplies

Description		Cost per Month	Number of Months	Totals
Boots, Safety Vests Etc.		\$300.00	1	\$300.00
Total:				\$300.00

4. Postage

Description		Cost per Unit	Quantity	Totals
VNs, NCA, AC Certified Return Receipt		\$9.90	5	\$49.50
First Class		\$1.70	32	\$54.40
Total:				\$103.90

5. Advertising

Description		Cost per Unit	Quantity	Totals
Total:				

6. Computer Charges

Description		Cost per Unit	Quantity	Totals
Total:				

7. Telecommunications

Description		Cost per Month	Quantity	Totals
Hinz mobile		\$50.00	6	\$300.00
Johnstone mobile		\$50.00	6	\$300.00
Total:				\$600.00

8. Office Space and Utilities Costs

Description	Cost per Year	Percent Time on Program	Number of Years	Totals
\$266,260/30 employees	\$8,942.00	50%	1	\$4,471.00
Total:				\$4,471.00

9. Vehicle Charges

Vehicle Charges - Amortized

Description	Cost per Month	Percent Time on Program	Number of Months	Totals
Subtotal:				

Vehicle Charges - Expensed

Description	Cost per Unit	Percent Time on Program	Number of Units	Totals
Subtotal:				
Total:				

10. Printing

Description		Cost per Unit	Quantity	Totals
Total:				

11. Conference and/or Training Registration

Description		Cost per Unit	Quantity	Totals
ILCSWMA Conference		\$300.00	2	\$600.00
Total:				\$600.00

12. Miscellaneous Direct Costs

Description		Cost per Unit	Quantity	Totals
Env Professional Liability Insurance		\$2,547.00	1	\$2,547.00
Total:				\$2,547.00
Other Direct Costs Total:				\$9,601.90

E. Indirect Costs

Miscellaneous Shared Expenses		Rate (Percentage)	Total Direct Costs	Totals
Total:				

Grand Total: \$125,893.08

Signature of Authorized Representative
Joy Hinz, Environmental & Sustainability Programs Manager

Print Name of Authorized Representative and Title

April 23, 2026

Date



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Acting Director

Delegation Agreement Annual Budget Summary

General Information

Applicant: DuPage County

State Fiscal Year: 2030

Address: 421 N. County Farm Rd

Intergovernmental

City: Wheaton

State: IL

Zip: 60187

Delegation Agreement: R22A27

Application Date: Mar 6, 2026

Contact: Joy Hinz - joy.hinz2@dupagecounty.gov

Phone: (630) 407-6753

Email: _____

Budget Information

Local Government Funding Mechanism

DuPage County funds this program with revenue from DuKane Transfer Facility tipping fee.

Requested State Award: \$95,381.13

Local Funding Level: \$37,270.06

Budget Summary

Budgeted Items	State Award	Local Funding	Total
Direct Personnel Costs	\$63,194.59	\$24,697.76	\$87,892.35
Fringe Benefits	\$25,277.83	\$9,879.11	\$35,156.94
In-Kind Contributions	\$0.00	\$0.00	
Other Direct Costs	\$7,681.00	\$1,920.90	\$9,601.90
Indirect Costs	\$0.00	\$0.00	
Total	\$96,153.42	\$36,497.77	\$132,651.19

Delegated County Inspections

Number of Inspections to be completed: \$112.00

Reasoning:

The Delegation Agreement specifies activities for the inspection, monitoring and enforcement of solid waste facilities, excluding hazardous waste, but including investigation activities for complaints of open dumping and open burning. In recent years, unpermitted/complaint inspections have ranged between 25 and 35 per year including follow up inspections. The County is home to 14 permitted sites and will complete 56 NFR inspections.

Once Budget Summary is completed, you can either email to EPA.DelegatedCounty@illinois.gov, or print and mail to:

Illinois Environmental Protection Agency
Attn: MMCS, #24
2520 West Iles Ave
P.O. Box 19276
Springfield, Illinois 62794-9276

Financial Cost

A. Direct Personnel

Position Title/Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Joy Hinz (Elges), Env. & Sustainability Programs Mgr	1,950	45%	\$60.53	\$53,115.07
Ian Johnstone	1,950	30%	\$41.99	\$24,564.15
Myles Barnes, Administrative Assistant	1,950	5%	\$29.72	\$2,897.70
Geoffrey Matteson	1,950	5%	\$75.03	\$7,315.43
Total:				\$87,892.35

B. Fringe Benefits

Type of Fringe Benefit		Rate (Percentage)	Personnel Cost	Totals
Medical Insurance, IMRF, FICA		40%	\$87,892.35	\$35,156.94
Subtotal:				\$35,156.94

Type of Fringe Benefit	Monthly Cost	Percent Time on Grant	Number of Months	Totals
Subtotal:				
Total:				\$35,156.94

C. In-Kind Contributions

Position Title or Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Total:				

D. Other Direct Costs

1. Travel

Description		Cost per Unit or Mile	Quantity	Totals
Inspections		\$0.70	1,200	\$840.00
Meetings		\$0.70	200	\$140.00
Total:				\$980.00

2. Equipment

Equipment - Amortized

Type of Equipment	Cost per Unit	Quantity	Percent Time on Program	Totals
Subtotal:				

Equipment - Expensed

Type of Equipment		Cost per Unit	Quantity	Totals
Subtotal:				
Total:				

3. Supplies

Description		Cost per Month	Number of Months	Totals
Boots, Safety Vests Etc.		\$300.00	1	\$300.00
Total:				\$300.00

4. Postage

Description		Cost per Unit	Quantity	Totals
VNs, NCA, AC Certified Return Receipt		\$9.90	5	\$49.50
First Class		\$1.70	32	\$54.40
Total:				\$103.90

5. Advertising

Description		Cost per Unit	Quantity	Totals
Total:				

6. Computer Charges

Description		Cost per Unit	Quantity	Totals
Total:				

7. Telecommunications

Description		Cost per Month	Quantity	Totals
Hinz mobile		\$50.00	6	\$300.00
Johnstone mobile		\$50.00	6	\$300.00
Total:				\$600.00

8. Office Space and Utilities Costs

Description	Cost per Year	Percent Time on Program	Number of Years	Totals
\$266,260/30 employees	\$8,942.00	50%	1	\$4,471.00
			Total:	\$4,471.00

9. Vehicle Charges

Vehicle Charges - Amortized

Description	Cost per Month	Percent Time on Program	Number of Months	Totals
			Subtotal:	

Vehicle Charges - Expensed

Description	Cost per Unit	Percent Time on Program	Number of Units	Totals
			Subtotal:	
			Total:	

10. Printing

Description		Cost per Unit	Quantity	Totals
			Total:	

11. Conference and/or Training Registration

Description		Cost per Unit	Quantity	Totals
ILCSWMA Conference		\$300.00	2	\$600.00
			Total:	\$600.00

12. Miscellaneous Direct Costs

Description		Cost per Unit	Quantity	Totals
Env Professional Liability Insurance		\$2,547.00	1	\$2,547.00
			Total:	\$2,547.00
			Other Direct Costs Total:	\$9,601.90

E. Indirect Costs

Miscellaneous Shared Expenses		Rate (Percentage)	Total Direct Costs	Totals
			Total:	

Grand Total: \$132,651.19

 _____

Signature of Authorized Representative
Joy Hinz, Environmental & Sustainability Programs Manager

Print Name of Authorized Representative and Title
April 23, 2026

Date



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

JB Pritzker, Governor

James Jennings, Acting Director

Delegation Agreement Annual Budget Summary

General Information

Applicant: DuPage County State Fiscal Year: 2031
Address: 421 N. County Farm Rd Intergovernmental
City: Wheaton State: IL Zip: 60187 Delegation Agreement: R22A27
Application Date: Mar 6, 2026
Contact: Joy Hinz - joy.hinz2@dupagecounty.gov
Phone: (630) 407-6753 Email: _____

Budget Information

Local Government Funding Mechanism

DuPage County funds this program with revenue from DuKane Transfer Facility tipping fee.

Requested State Award: \$95,381.13
Local Funding Level: \$40,949.00

Budget Summary

Budgeted Items	State Award	Local Funding	Total
Direct Personnel Costs	\$63,272.09	\$27,245.93	\$90,518.02
Fringe Benefits	\$25,308.84	\$10,898.37	\$36,207.21
In-Kind Contributions	\$0.00	\$0.00	
Other Direct Costs	\$7,681.00	\$1,920.90	\$9,601.90
Indirect Costs	\$0.00	\$0.00	
Total	\$96,261.93	\$40,065.20	\$136,327.13

Delegated County Inspections

Number of Inspections to be completed: \$112.00

Reasoning:

The Delegation Agreement specifies activities for the inspection, monitoring and enforcement of solid waste facilities, excluding hazardous waste, but including investigation activities for complaints of open dumping and open burning. In recent years, unpermitted/complaint inspections have ranged between 25 and 35 per year including follow up inspections. The County is home to 14 permitted sites and will complete 56 NFR inspections.

Once Budget Summary is completed, you can either email to EPA.DelegatedCounty@illinois.gov, or print and mail to:

Illinois Environmental Protection Agency
Attn: MMCS, #24
2520 West Iles Ave
P.O. Box 19276
Springfield, Illinois 62794-9276

Financial Cost

A. Direct Personnel

Position Title/Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Joy Hinz (Elges), Env. & Sustainability Programs Mgr	1,950	45%	\$62.34	\$54,703.35
Ian Johnstone	1,950	30%	\$43.24	\$25,295.40
Myles Barnes, Administrative Assistant	1,950	5%	\$30.61	\$2,984.47
Geoffrey Matteson	1,950	5%	\$77.28	\$7,534.80
Total:				\$90,518.02

B. Fringe Benefits

Type of Fringe Benefit		Rate (Percentage)	Personnel Cost	Totals
Medical Insurance, IMRF, FICA		40%	\$90,518.02	\$36,207.21
Subtotal:				\$36,207.21

Type of Fringe Benefit	Monthly Cost	Percent Time on Grant	Number of Months	Totals
Subtotal:				
Total:				\$36,207.21

C. In-Kind Contributions

Position Title or Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Total:				

D. Other Direct Costs

1. Travel

Description		Cost per Unit or Mile	Quantity	Totals
Inspections		\$0.70	1,200	\$840.00
Meetings		\$0.70	200	\$140.00
Total:				\$980.00

2. Equipment

Equipment - Amortized

Type of Equipment	Cost per Unit	Quantity	Percent Time on Program	Totals
Subtotal:				

Equipment - Expensed

Type of Equipment		Cost per Unit	Quantity	Totals
Subtotal:				
Total:				

3. Supplies

Description		Cost per Month	Number of Months	Totals
Boots, Safety Vests Etc.		\$300.00	1	\$300.00
Total:				\$300.00

4. Postage

Description		Cost per Unit	Quantity	Totals
VNs, NCA, AC Certified Return Receipt		\$9.90	5	\$49.50
First Class		\$1.70	32	\$54.40
Total:				\$103.90

5. Advertising

Description		Cost per Unit	Quantity	Totals
Total:				

6. Computer Charges

Description		Cost per Unit	Quantity	Totals
Total:				

7. Telecommunications

Description		Cost per Month	Quantity	Totals
Hinz mobile		\$50.00	6	\$300.00
Johnstone mobile		\$50.00	6	\$300.00
Total:				\$600.00

8. Office Space and Utilities Costs

Description	Cost per Year	Percent Time on Program	Number of Years	Totals
\$266,260/30 employees	\$8,942.00	50%	1	\$4,471.00
Total:				\$4,471.00

9. Vehicle Charges

Vehicle Charges - Amortized

Description	Cost per Month	Percent Time on Program	Number of Months	Totals
Subtotal:				

Vehicle Charges - Expensed

Description	Cost per Unit	Percent Time on Program	Number of Units	Totals
Subtotal:				
Total:				

10. Printing

Description		Cost per Unit	Quantity	Totals
Total:				

11. Conference and/or Training Registration

Description		Cost per Unit	Quantity	Totals
ILCSWMA Conference		\$300.00	2	\$600.00
Total:				\$600.00

12. Miscellaneous Direct Costs

Description		Cost per Unit	Quantity	Totals
Env Professional Liability Insurance		\$2,547.00	1	\$2,547.00
Total:				\$2,547.00
Other Direct Costs Total:				\$9,601.90

E. Indirect Costs

Miscellaneous Shared Expenses		Rate (Percentage)	Total Direct Costs	Totals
Total:				

Grand Total: \$136,327.13

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Signature of Authorized Representative
Joy Hinz, Environmental & Sustainability Programs Manager

Print Name of Authorized Representative and Title
April 23, 2026

Date

EXHIBIT D

EXHIBIT D

Unallowable Costs

- A. Unallowable Costs. Costs which are not reasonable and necessary for completion of the inspection, investigation, or enforcement work required under the Agreement (the “project”) are unallowable. Such costs include, but are not limited to:
- a. Area wide planning or enforcement not directly related to the project;
 - b. Bonus payments not legally required for completion of the project;
 - c. Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation, or otherwise;
 - d. Fines and penalties resulting from violations of, or failure to comply with, federal, State, or local laws;
 - e. Costs outside the scope of the approved inspection, investigation, or enforcement project;
 - f. Interest on bonds or any other form of indebtedness required to finance the project costs;
 - g. Ordinary operating expenses of local government, such as salaries and expenses of a mayor or city council members;
 - h. Site acquisition (for example, sanitary landfills and sludge disposal areas);
 - i. Costs for which payment has been or will be received under another State or federal assistance program;
 - j. Costs of equipment or material procured in violation of applicable law or in violation of the terms of the Agreement;
 - k. Costs of special funds (i.e., industry advancement funds, funds to reimburse bidding costs to unsuccessful offerors, etc.) financed by contractors, contributions in the industry for methods and materials research, public and industry relations, market development, labor-management matters, wage negotiations, jurisdictional disputes, defraying of all or part of unsuccessful offerors bidding costs, or similar purposes;
 - l. Costs that are incurred prior to the commencement of the Agreement;
 - m. Costs that are incurred after the expiration of the term of the Agreement unless the term of the Agreement is extended by the Agency and the unit of local government, and the costs are approved by the Agency;
 - n. Personal and professional consultant services costs arising under a cost-plus-percentage-of-cost type of agreement (including the multiplier contract where profit is included in the multiplier);

- o. Personal and professional consultant services costs when the Agency, the Auditor General, the Executive Inspector General, the Attorney General, or their respective officers, officials, employees, authorized representatives or agents have been refused access to the books and records of the contractor or subcontractor as required under the Agreement;
- p. Increases in personal and professional consultant services contract fees which are based solely on a percentage of increased project costs notwithstanding the contractual liabilities of the unit of local government under such contract;
- q. Out-of-state-travel;
- r. Attending conferences (not including attending meetings in accordance with the Agreement such as attending EDG meetings, other meetings with IEPA, or meetings required to perform the project);
- s. Lobbying; and
- t. Indirect costs, except as approved by IEPA in writing.

B. Definitions. As used in this Exhibit C, the following words and terms shall have the meanings below:

- a. “Unit of local government” means the County, City, or Solid Waste Management Agency that has entered into an Intergovernmental Delegation Agreement with IEPA to perform inspection, investigation, and enforcement activities on behalf of IEPA as therein provided.
- b. “Agreement” means the Intergovernmental Delegation Agreement between the unit of local government and IEPA for the performance of inspection, investigation, and enforcement activities.
- c. “Indirect costs” men those costs incurred for a common or joint purpose but benefiting more than one cost objective, and not readily identifiable to the cost objectives specifically benefited.

C. Disputes and Determination regarding Allowable Costs.

The unit of local government shall seek to resolve any questions relating to the allowance or allocation of costs at its earliest opportunity (if possible, prior to execution of the Agreement). Final determinations by the Agency concerning whether costs are allowable and the amount of the costs allowed shall be final.