

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND CHAMPAIGN  
COUNTY ENVIRONMENTAL STEWARDS FOR HOUSEHOLD HAZARDOUS  
WASTE FACILITY ASSISTANCE**

This Service Provider Agreement (“Agreement”) is entered as of July 1, 2022, by and between the Champaign County Environmental Stewards (“CCES”), with an address of 1404 W. Washington Street, Champaign, IL 61821 and the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802, collectively “the Parties.”

**WHEREAS**, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

**WHEREAS**, The County is authorized by Section 603(c)(1)(D) of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to make necessary investments in water infrastructure, including covering capital costs for projects to control non-point sources of pollution, *see* 33 U.S.C. 1383(c)(2), 33 U.S.C. 1329, 31 CFR 35.6(e)(1); and

**WHEREAS**, CCES is a non-profit corporation that supports efforts to provide Champaign County area citizens with safe and convenient collection options for potentially problematic household materials at the end of their useful life;

**WHEREAS**, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with upfront project costs of establishing a Household Hazardous Waste (HHW) Collection Facility in central Champaign County, hereby named “HHW Facility.”

**NOW THEREFORE**, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for assisting upfront HHW Facility costs through the following understanding:
  - a. **HHW Facility:** CCES will conduct activities between July 1, 2022 and December 31, 2024 directly related to upfront costs for establishing a HHW Facility; with proposed program details and budget included in Attachment 1. The HHW Facility and activities intend to increase clean water and reduce nonpoint source pollution.
  - b. **Funding:** The County will transfer ARPA funds to CCES in an amount of up to \$650,000 in support of this assistance beginning in County fiscal year 2022, according to the projected budget in Attachment 1. The transfer of funds shall be made in 4 installments as needed of \$162,500. In order for funds to be released, CCES must submit a Risk Assessment Form as provided by the County for the first installment; followed by documentation of needed funding and a Reporting Form as provided by the County for each of the remaining installments prior to release of funds. The Risk Assessment Form and Reporting Form shall be made available by the County to CCES in a fillable format.

## **2. Roles and Responsibilities of CCES.**

### **a. Oversight**

- i. CCES agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review programs in progress.
- ii. CCES will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. CCES will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include, but is not limited to: program details, program timeline and status, program impact, and expenditure information and status. Additional reporting that may be required as applicable to water infrastructure projects may also include: location of project; number of households served by the project; median household income and lowest quintile income of the service area as indicated through the most recent American Community Survey 5-year estimates available via the United States Census Bureau website; Public Water System (PWS) identification number if utilized; National Pollutant Discharge Elimination System (NPDES) Permit Number if utilized; project details and purpose; project timeline and status; Davis Bacon and Labor Reporting for capital expenditures over \$10 million; and project expenditure information/status. Reporting requirements will be specified by the County.
- iv. CCES will provide to the County, upon reasonable notice, access to and the right to examine such books and records of CCES and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. CCES understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. CCES will comply with all applicable statutes, ordinances, and regulations.

CCES will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, CCES will reimburse the County any amount that is determined to have been spent in violation of the law.

- vii. CCES will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this specific program agreement.

**b. HHW Facility**

- i. Services: CCES shall conduct activities toward establishment of a HHW facility under the following requirements:
  - 1. CCES shall conduct upfront costs between July 1, 2022 and December 31, 2024 in the activities of establishing a HHW facility, in order to increase clean water and reduce nonpoint source pollution.
  - 2. CCES shall conduct upfront costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The HHW Facility activities shall be overseen by the Champaign County CCES Board of Directors with the following responsibilities:
  - 1. Review reports and program adherence.
  - 2. Approve significant changes in programs prior to implementation.

**3. Roles and Responsibilities of the County.**

- a. The County shall provide ARPA Funds to CCES in the amount of up to \$650,000, divided into four installments of \$162,500 as needed; available beginning in 2022.
  - b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
  - c. The County is not responsible in any way for the operations of CCES.
4. **Term.** This Agreement shall commence upon its execution between the Parties.
5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, CCES shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if CCES does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, CCES will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.


6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** CCES agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by CCES, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or

otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**THE COUNTY OF CHAMPAIGN**




**CHAMPAIGN COUNTY  
ENVIRONMENTAL STEWARDS**



Darlene A. Kloepfel, County Executive

Dominique Gilbert, President

**CCES Project: Acquire Existing Warehouse/Storage Facility**

 <p>Facility Upfront Costs</p>	<p><b>2022 -- 2024</b></p>
 <p>Operating Costs</p>	<p><b>2022 -- 2023</b></p>
 <p>Transport &amp; Processing</p>	<p><b>2024 ...</b></p>

Three separate pieces of the puzzle align positively with the timeline ARPA funds to be obligated by Dec 31, 2024, and expended by Dec 31, 2026.

**Upfront Project Costs:** CCES expects to launch its capital campaign in Summer 2022 for an 18-month or possibly two-year period, 2022-2024.

**Operating Costs:** During 2022 and 2023, in advance of respective annual budget review processes, CCES will request commitments to cover the annual operational costs for a HHW collection facility. CCES will make requests to Champaign County, all municipalities in Champaign County, and other identified stakeholder groups.

**Transport & Processing Costs:** The Illinois Environmental Protection Agency has indicated that –beginning in 2024, IEPA will appropriate \$275,000 annually to cover transportation and processing costs for five new HHW collection facilities to be established in areas of the state remote from the limited network of existing HHW Collection Facilities.





**Project summary.** Establish a Household Hazardous Waste Collection Facility in central Champaign County

Champaign County Environmental Stewards (CCES) requested Champaign County APRA funds in September 2021 and returns with the following modified request for Champaign County ARPA funds this April.

<i>April 2022</i>
ARPA Funds Request
Year 2022 \$480,000
<u>Year 2023 \$170,000</u>
Total: \$650,000
<ul style="list-style-type: none"><li>• In 2022, the amount of \$480,000 to purchase or lease an existing facility of 6,000 - 8,000 square feet of industrial/warehouse space in central Champaign County.</li><li>• In 2023, the amount of \$170,000 to be used for architectural plans, permitting, and re-purposing the existing facility.</li></ul>

CCES will use the requested ARPA funds to support upfront costs for CCES to establish a fixed Household Hazardous Waste Collection Facility in central Champaign County.

CCES intends to purchase and re-purpose the facility. At such time that the facility is operational, CCES will arrange for property maintenance.



**CCES Project to Acquire Existing Facility.** The nonprofit organization Champaign County Environmental Stewards (CCES) seeks to purchase or lease an existing facility of 6,000 - 8,000 square feet of industrial/warehouse space in central Champaign County to serve as a fixed **Household Hazardous Waste Collection Facility**.<sup>1</sup> Best available information is that existing industrial or warehouse space in central Champaign County is limited, leasing at \$4-\$8 per square foot and selling at \$30-\$60 square foot.<sup>2</sup>

**Overall Project Timeline.**

▪ Conduct capital campaign to purchase or lease warehouse facility	15 months, starting April 2022
▪ Receive stakeholder commitment and support for operational costs	2022-2023
▪ Develop facility plans and apply for local siting approval and IEPA permit	2022-2023
▪ Re-purpose existing space for HHW facility	2023-2024
▪ Arrange for IEPA intergovernmental agreement	2023-2024
▪ HHW Collection Facility grand opening	2024 -2025

**ARPA Funds.**

Upfront costs estimate (includes real estate acquisition, plan development, permitting, and equipment): \$1,500,000 to \$1,750,000. **CCES is requesting \$650,000 from the Champaign County ARPA funds.**

**MORE ABOUT THE CCES PROJECT**

1) **Upfront Project Costs:** Real Estate, Plan, Permitting, & Equipment: **\$1,500,000 - \$1,750,000**

Potential for grant funds:	Presently unknown. Non-existent in recent years.
CCES capital campaign:	\$850,000 - \$1,100,000 (in progress)
Champaign County ARPA fund request:	<b>\$650,000</b>

2) **Operating Costs: \$175,000 - \$208,000 annually** (includes administrative costs)  
 Local government agencies and stakeholders will be asked to share operating costs of a newly established facility. During 2022, CCES will make a separate request to each local governmental entity to provide their fair-share proportionate amount of support for operating costs.

3) **Processing, Transport, and Generator Liability Costs: \$275,000 annually**  
 To improve availability of HHW infrastructure in Illinois, the Illinois EPA has agreed to annual appropriations of an additional \$275,000 per new HHW facility, for up to five additional HHW collection facilities to be established in areas of the state sufficiently remote from the limited network of existing HHW collection facilities. This annual IEPA funding support is expected to be available beginning July 2024 through June 2027. CCES wants to use this IEPA funding to establish a HHW Collection facility in Champaign County in 2024 or in 2025.

**Impact/importance of project needing completion:**

A safe and effective HHW collection facility in Champaign County, one convenient to residents with regular year-round, part-time hours, can decrease the risks of:

- Groundwater and surface water contamination from HHW dumping,<sup>3</sup>
- Accidental poisonings, or other medical problems from hazardous chemical exposure in the home,<sup>4</sup>
- HHW-initiated or accelerated house fires,
- Firefighters' exposure to hazardous chemicals and highly toxic smoke while responding to housefires,
- Solid waste workers exposure to improperly disposed chemicals,<sup>5</sup>
- Damage to solid waste infrastructure (including trucks, recycling facilities, landfill liners, etc.),
- Wastewater treatment plant upsets,<sup>6</sup> and
- Upset and damage to residential septic systems.

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## Notes

1. The facility has potential to additionally will serve as a year-round Program Collection Site for Champaign County residents to participate in the Residential Electronics Collection program administered by the Illinois EPA and supported by electronics manufacturers doing retail business in Illinois.
2. Recent conversation with real estate broker Jill Guth, of Guth & Associates.
3. Overall, between 40 and 50 percent of the US population depends on groundwater as its primary drinking water source, but that percentage is much higher in rural areas. Without access to proper disposal methods, these groundwater sources could potentially become contaminated by HHW if poured on the ground or dumped into a roadside ditch.  
The Mahomet Aquifer Protection Task Force: Findings and Recommendations published December 21, 2018, identifies 'household hazardous waste/pharmaceuticals and personal care products' as Potential and Current Contamination Threats to the Water Quality of the Mahomet Aquifer.
4. U.S. poison control centers logged 2.1 million human exposures and 2,619 deaths in 2019. These are mostly acute exposures and occur disproportionately in children five years and younger. See, Gummin, David D, Mowry, James B, et. al., "Abstract of 2019 Annual Report of the American Association of Poison Control Centers" National Poison Data System (NPDS): 37th Annual Report –PubMed (nih.gov), December 2020, and also the 2019 Poison Control Data Snapshot, at <https://piper.filecamp.com/uniq/UbJLy30qeHredpFe.pdf>.
5. Waste collection workers in Maine were recently burned by hydrochloric acid, improperly disposed of in the solid waste. Press Herald, 2020, <https://www.pressherald.com/2020/11/05/waste-collectors-injured-by-chemicals-in-trash/>.
6. Municipal wastewater treatment systems are not designed to treat hazardous wastes, and hence such hazardous waste containing heavy metals and synthetic chemicals can pass directly to the effluent and sludge, lead to groundwater contamination, and compromise worker safety.

Champaign County  
American Rescue Plan Act Funds

Request: Household Hazardous Waste Collection Facility

Excerpt of  
Handout from the ELUC Study Session in September 2021

- Interim Final Rule 31 CFR 35.6(e)(1)
  - Clean Water State Revolving Fund (CWSRF) eligible project
    - HHW, improperly handled, stored, or disposed of, is a type of nonpoint source pollution
      - HHW collection facility to address nonpoint source pollution

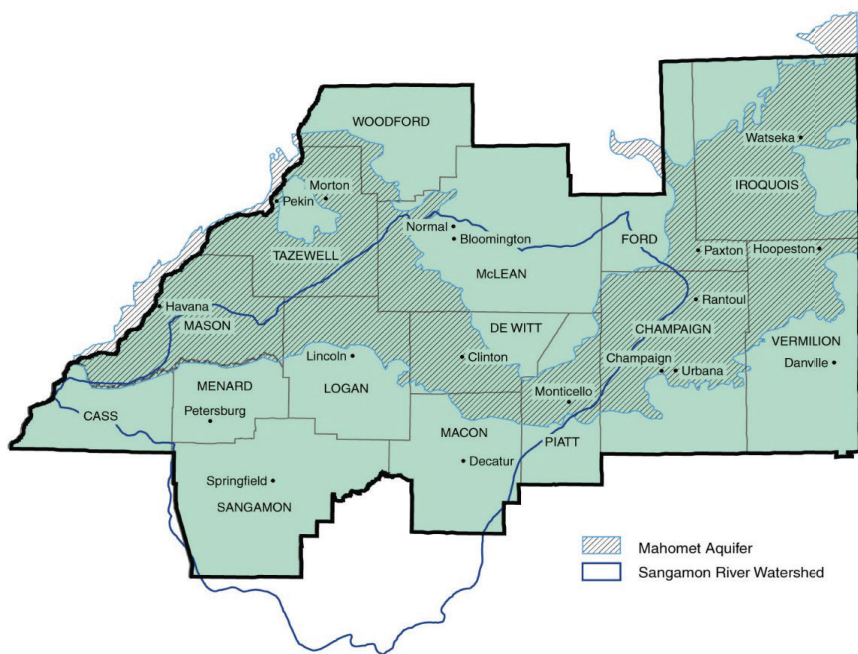
Only **capital costs** are eligible, under the CWSRF loan program.

- The Interim Final Rule provides governments with wide latitude to identify investments in water and sewer infrastructure that are of high priority for their own communities.
- The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.

The Champaign County Environmental Stewards (CCES) request is that Champaign County contribute American Rescue Plan Act (ARPA) funds to CCES to cover upfront capital costs to establish a HHW collection facility in Champaign County.

## Why we need a HHW Collection Facility

- Mahomet Aquifer Task Force Report -- HHW is **contamination threat**

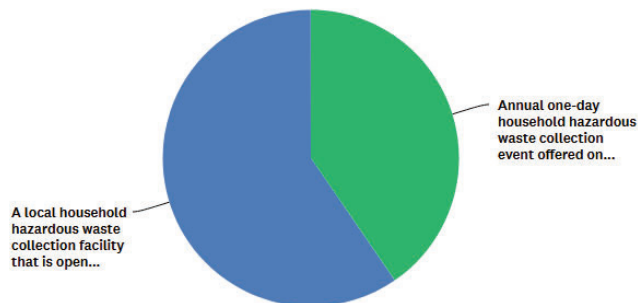


- The Mahomet Aquifer Task Force 2018 Report identified inadequate or improper HHW management as a contamination threat – one of six contamination threats to the Mahomet Aquifer.
- Any hazardous chemical constituents, including HHW, placed or dumped on the ground in the recharge area, can potentially contaminate the aquifer.
- Improving the management and collection of HHW collection in the region is an investment in maintaining the quality of the Mahomet Aquifer.

## Why we need a HHW Collection Facility

- HHW Collection option needs to be convenient and consistent.

### CCES HHW Collection Survey



ANSWER CHOICES	RESPONSES
Annual one-day household hazardous waste collection event offered on the same Saturday each spring.	40.42% 213
A local household hazardous waste collection facility that is open year-round on a part-time basis.	59.58% 314
<b>TOTAL</b>	<b>527</b>

- Unless a HHW collection option is both convenient and accessible.... that collection option will not be effectively utilized by residents. This maxim is well-known among collection professionals and backed up by a number of studies.

- Having a HHW Collection facility will increase the convenience of collection options available to residents from once/year to at least 24 times/year (twice monthly).

- 60% of the 527 respondents to the online HHW collection survey, currently open at the CCES website, indicated that they prefer a HHW collection facility that is open part-time year-round.