

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

THIS AGREEMENT AMENDMENT is made and entered by and among the County of Champaign (“County”) with an address of 1776 E. Washington Street, Urbana, IL 61802, and the Champaign County Environmental Stewards (“CCES”) with an address of 1404 W. Washington Street, Champaign, IL 61821 (herein after collectively referred to as “the Parties”), effective as of April 6, 2023.

WHEREAS, the Parties entered into an Agreement as of July 1, 2022 (“Agreement”);

WHEREAS, the Parties’ Agreement included an attachment, Attachment 1, which outlined a project premised on acquiring an existing facility for establishing household hazardous waste collection purposes;

WHEREAS, CCES wishes to strike Attachment 1 from the Agreement and replace it with a new attachment, “Attachment 1, Updated 3/31/2023”, which outlines a project premised on establishing a household hazardous waste collection facility;

WHEREAS, the County agrees to CCES’ proposed changes to the Agreement;

NOW, THEREFORE, the Parties further agree as follows:

The Agreement between the Parties is hereby amended by removing Attachment 1 and replacing it with “Attachment 1, Updated 3/31/2023”. The Agreement and new attachment are appended to this Amendment Agreement as Appendix A and are fully incorporated into this Amendment Agreement as if fully stated herein.

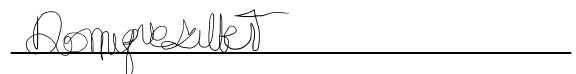
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

**CHAMPAIGN COUNTY
ENVIRONMENTAL STEWARDS**



Steve Summers, County Executive



Dominique Gilbert, President

**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.

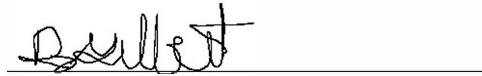
6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations 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:
Establish a Household Hazardous Waste Collection Facility**

The CCES project to establish, operate, and maintain a HHW Collection Facility in Champaign County will help ensure a safe environment for our residents for years to come.

A safe and secure HHW collection program at a convenient HHW collection facility, open year-round, part-time, can better protect the health and safety of our community. The CCES proposal to establish a HHW collection facility takes into consideration:

- The inherent risks of HHW in our homes and in our environment.
- Awareness that inadequate or improper management of HHW is a contamination threat to the Mahomet Aquifer, the primary source of drinking water for Champaign County.
- Why convenience is a key factor to consider in providing HHW collection option to residents.
- Results of the HHW collection survey that most residents prefer the convenience of a permanent HHW collection facility, one open part-time, and year-round.

CCES funding strategy and preliminary budget for the CCES project to establish a HHW collection facility.

Upfront Capital Costs: CCES proposes to use the Champaign County ARPA contribution to CCES of \$650,000 toward upfront capital costs to establish a household hazardous waste collection facility in Champaign County. CCES will obligate ARPA funds prior to December 31, 2024, and will expend ARPA funds prior to December 31, 2026.

CCES plans to conduct a major broad-based community capital fundraising campaign to raise the remaining funds of \$1.3M to \$1.8M needed for CCES to establish a HHW collection facility in Champaign County. CCES expects to launch its capital campaign in Summer 2023 and that the capital campaign will take place over a 15- to 18-month period.

Operating Costs: CCES will ask local government agencies and other local stakeholders to share operating costs for the established HHW collection facility. During 2023 and 2024 CCES will ask each local government entity to provide a fair-share proportionate amount of support for annual operating cost.

Transport & Processing Costs: CCES plans to leverage Illinois EPA annually appropriated funds support to the new HHW collection facility to cover the transportation and processing costs of HHW collected.

Upfront Project Costs
 Capital Campaign, Real Estate, Permitting, & Equipment: \$1,995,434 - \$2,503,171

	Low	High
Upfront Project Costs Estimate	\$1,995,434	\$2,503,171
Champaign County ARPA Fund Request	- \$650,000	- \$650,000
CCES Balance to Raise:	\$1,345,434	1,853,171
CCES Use of \$650,000 toward Upfront Project Costs (est.)		
1) Property Acquisition	\$416,434	\$572,671
2) Pre-Design	\$10,000	10,000
3) Building & Site Improvements	\$1,200,000	\$1,500,000
4) Local Siting Approval (Urbana)	\$50,000	\$50,000
5) One-Time Pollution Control Facility Maintenance Fee (Urbana)	\$15,000	\$15,000
5) Additional Upfront Project Costs (est.) <ul style="list-style-type: none"> • Capital Campaign • Legal fees, insurance, finance • Equipment, furnishings, site furnishings • Signage 	\$304,000	\$355,500



Information about the CCES Request for ARPA funds from Champaign County

ARPA Funds Request
Year 2022 Total: \$650,000
<ul style="list-style-type: none">In 2022-2024, CCES will use the amount of \$650,000 toward upfront capital costs to establish a household hazardous waste collection facility in central Champaign County.

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 establish, and to arrange for operation and maintenance of the facility.

CCES Project to Establish a Household Hazardous Waste Collection Facility. The nonprofit organization Champaign County Environmental Stewards (CCES) seeks to purchase an undeveloped parcel of land in central Champaign County on which to establish a fixed **Household Hazardous Waste Collection Facility**.¹

Overall Project Timeline.

Purchase undeveloped parcel of land as site of new HHW collection facility	(2023-2024)
Conduct capital campaign to for remaining capital funding needed to establish a household hazardous waste collection facility	15 to 18 months, starting Summer, 2023
Receive local government and stakeholder commitment and support for operational costs	2023-2024
Develop facility plans and apply for local siting approval and IEPA permit	2023-2024
Construct HHW collection facility	2024- 2025
Arrange for IEPA agreement for transport and processing	2023-2024

ARPA Funds.

Upfront costs estimate (includes real estate acquisition, plan development, permitting, and equipment): \$1,995,434 to \$2,503,171. 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: \$1,995,434 to \$2,503,171 (estimate)

Potential for grant funds:	Presently unknown. Non-existent in recent years.	
CCES capital campaign:	\$1,345,434 to 1,853,171 (in progress)	
Champaign County ARPA fund request:	\$650,000	

2) Operating Costs: \$170,000 to \$250,000 annually (estimate) (includes administrative costs)

Local government agencies and stakeholders will be asked to share operating costs of a newly established facility. During 2023 and 2024, 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,²
- Accidental poisonings, or other medical problems from hazardous chemical exposure in the home,³
- 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,⁴
- Damage to solid waste infrastructure (including trucks, recycling facilities, landfill liners, etc.),
- Wastewater treatment plant upsets,⁵ and
- Upset and damage to residential septic systems.

Notes

1. The facility has potential to additionally 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. 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.

3. 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>.

4. 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/>.

5. 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

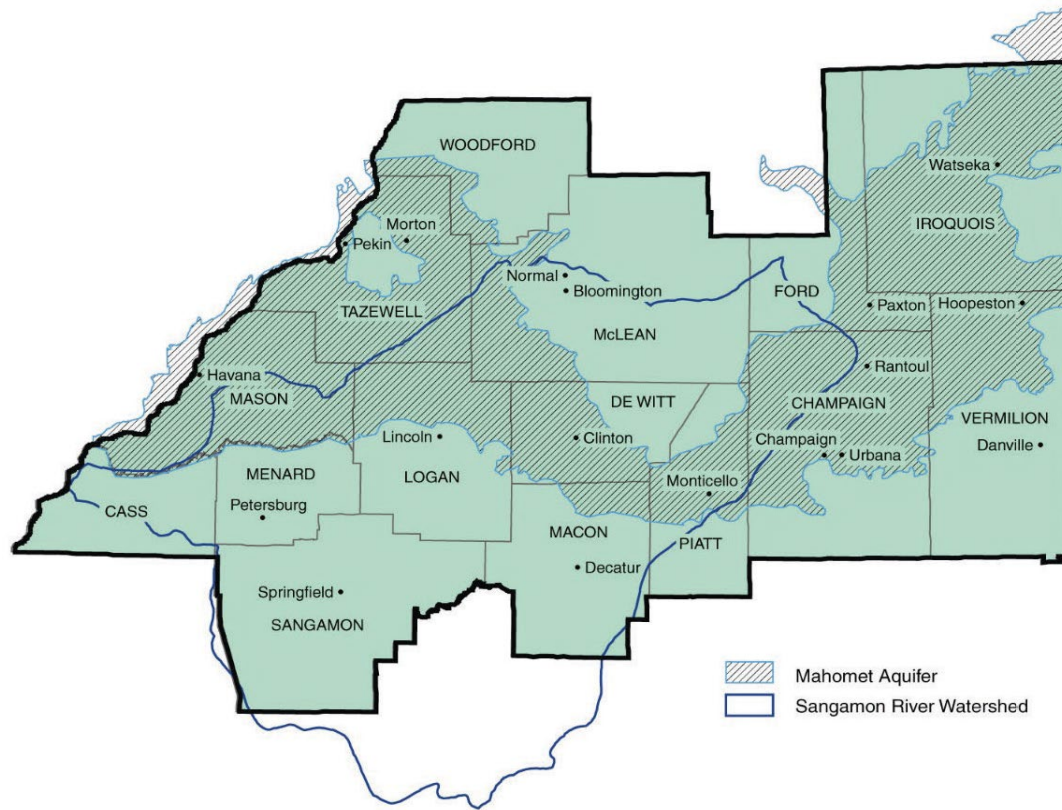
- Interim Final Rule 31 CFR 35.6(e)(1)
 - Clean Water State Revolving Fund (CWSRF) eligible project
 - HHW, improperly handled, stored, or disposed of, is a type of nonpoint source pollution
 - HHW collection facility to address nonpoint source pollution

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.

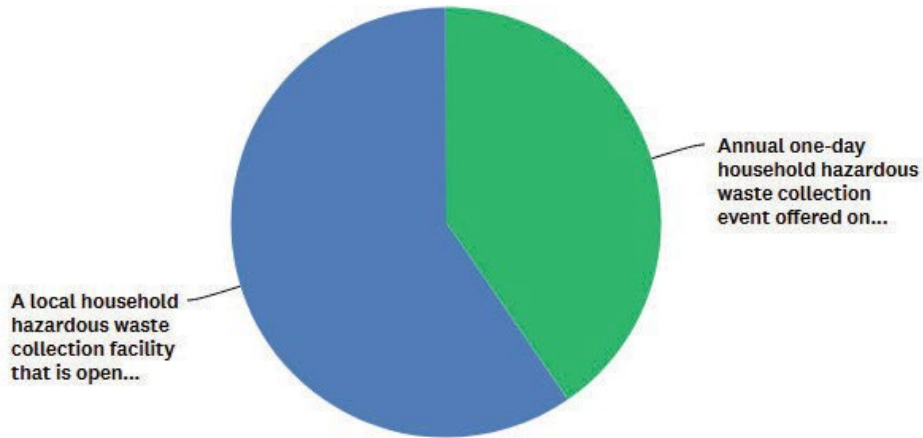
Why we need a HHW Collection Facility



- 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.



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
TOTAL		527

- 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.