

### KANE COUNTY

WEGMAN, Allan, Barreiro, Davoust, Hernandez, Kenyon, Sanchez

### ENERGY AND ENVIRONMENTAL COMMITTEE WEDNESDAY, APRIL 11, 2018

**County Board Room** 

Agenda

9:00 AM

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

- 1. Call to Order
- 2. Approval of Minutes: March 14, 2018
- 3. Environmental (K. Anderson)
  - A. Discussion: Groundbreaking Ceremony (attached)
- 4. Recycling/Solid Waste (J. Jarland)
  - A. **Resolution:** Authorizing the Intergovernmental Agreement Between the City of Batavia and the County of Kane for Household Hazardous Waste Collection Services and the Rider to the Offer to Contract (RFP 20-017) with US Ecology
  - B. Discussion: Ordinance Revision
  - C. Discussion: Recycling Event 5/12 Announcement
- 5. Sustainability (J. Mino)
  - A. Presentation: Courthouse EV Station Fee (attached)
  - B. **Resolution:** Amending Resolution No. 16-235: Enacting a User Fee for the Third Street Courthouse Electric Vehicle Charging Station
  - C. Discussion: STEM-A-Palooza (attached)
- 6. New Business
- 7. Public Comment
- 8. Reports Placed on File
- 9. Executive Session (If Needed)
- 10. Adjournment

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### Northwestern Medicine Cross Country Course Groundbreaking Ceremony

at Settlers Hill April 3rd, 2018



















### RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

### Resolution No.

Authorizing the Intergovernmental Agreement Between the City of Batavia and the County of Kane for Household Hazardous Waste Collection Services and the Rider to the Offer to Contract (RFP 20-017) with US Ecology

Committee Flow: Energy and Environmental Committee, Finance and Budget

Committee, Executive Committee, County Board

Contact: Jennifer Jarland, 630.208.3841

### **Budget Information:**

Was this item budgeted? No	Appropriation Amount: \$31,500 out; \$35,000 in
Note: See summary for full explanation	

### **Summary**:

This resolution seeks to authorize an IGA with City of Batavia to include them in the County home collection program for household hazardous wastes, and further acts as a rider to the contract with US Ecology, the service provider, to include City of Batavia in the program.

This resolution adds a revenue amount of Thirty-five Thousand Dollars (\$35,000) and an expense amount of Thirty-one Thousand, Five Hundred Dollars (\$31,500), with Three Thousand, Five Hundred Dollars (\$3,500) being retained by the County for administrative costs. A budget amendment resolution will follow.

#### RESOLUTION NO.

# AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BATAVIA AND THE COUNTY OF KANE FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES AND THE RIDER TO THE OFFER TO CONTRACT (RFP 20-017) WITH US ECOLOGY

WHEREAS, Kane County has an operating contract with US Ecology, a qualified Service Provider for home collection of HHW from residents in eligible areas of Kane County including the Northern six (6) townships, in addition to Mill Creek SSA and the City of Geneva; and

WHEREAS, the City of Batavia has a specification in their hauler contract for the allotment of funds to be contributed annually to the County HHW collection program; and

WHEREAS, the Service Provider agrees to include the City of Batavia into the County program per this resolution; and

WHEREAS, the City will pay to the County an amount of Thirty-five Thousand Dollars (\$35,000) annually for this service, of which Thirty-one Thousand, Five Hundred Dollars (\$31,500) will be assigned to program costs and a 10% fee of Three Thousand, Five Hundred Dollars (\$3,500) will be retained by the County for program administration costs; and

WHEREAS, the City will be invoiced for any additional amount exceeding the allotted Thirtyone Thousand, Five Hundred Dollars (\$31,500) in program costs; and

WHEREAS, there was a discrepancy between the budgeted amounts and the amounts stated in previous resolutions # 17-161 and 17-254 attached to this Contract (RFP 20-017), this resolution now correctly states the total program cost; and

WHEREAS, a future resolution will amend the FY2018 budget to add a revenue amount of Thirty-five Thousand Dollars (\$35,000) and an expense amount of Thirty-one Thousand, Five Hundred Dollars (\$31,500) associated with the inclusion of the City of Batavia into the County program.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board Chairman is hereby authorized to execute the attached Intergovernmental Agreement Between the City of Batavia and the County of Kane for Household Hazardous Waste Collection Services and Rider to the Offer to Contract (RFP 20-017) with US Ecology for services rendered for the full program, in an amount not to exceed Eighty-six Thousand, Five Hundred Dollars (\$86,500) in total annually.

Line Item	Line Item Description	Was Personnel/Item/Service approved	Are funds currently available for this	If funds are not currently available
		in original budget or a subsequent	Personnel/Item/Service in the specific	in the specified line item, where
		budget revision?	line item?	are the funds available?
650-670-670-50150	Consulting Services	Budget revision to follow	no	Will be available from 650-670-
	_	-		000-37270

Passed by the Kane County Board on May 8, 2018.

John A. Cunningham Clerk, County Board Kane County, Illinois

Vote:

18-05 HHW Collection

Christopher J. Lauzen Chairman, County Board Kane County, Illinois

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BATAVIA AND THE COUNTY OF KANE FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES AND RIDER TO THE OFFER TO CONTRACT (RFP 20-017) WITH US ECOLOGY

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between EQ Industrial Services, Inc. dba US ECOLOGY (hereinafter referred to as the "Service Provider"), the CITY OF BATAVAI, ILLINOIS, a municipal corporation (hereinafter referred to as the "City"), and COUNTY OF KANE, ILLINOIS (hereinafter referred to as the "County") for provision of services for home collection of Household Hazardous Waste (HHW).

#### WITNESSETH

WHEREAS, the City and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the City and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the City and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Kane County Solid Waste Management Plan, adopted by the Kane County Board in 1992 and most recently updated in 2015 recommends that the County develop and maintain programs for collection and proper management of household hazardous waste (hereinafter referred to as "HHW"); and

WHEREAS, the County holds a current service contract (hereinafter referred to as the "Current Operating Contract") covering the period April 1, 2017 to March 31, 2022, with a properly registered and authorized Service Provider, for collection, recycling and proper disposal of HHW; and

WHEREAS, the City has a budget line for HHW programs and been invited to partner with the County in order to provide service to the residents of the City under the County's Current Operating Contract with the Service Provider.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City, the County, and the Service Provider agree as follows:

### **SECTION 1. RECITALS**

The foregoing recitals are hereby incorporated into this agreement in their entirety.

### **SECTION 2. SCOPE OF SERVICES**

- (A) There is a current operating contract in force at the time of this Agreement with EQ Industrial Services, Inc. dba US Ecology, a properly registered Service Provider, and the County.
- (B) The Service Provider agrees to provide services to the City, under the same terms and conditions that are contained in its current operating agreement with the County and hereby amends the current Offer to Contract Form (RFP 20-017) and Rider (dated June 27, 2017) to include services provided to the City.
- (C) The Service Provider delivers year-round monthly home collection for HHW to eligible communities within Kane County, including: scheduling, sending out kits, reminder calls, collection, and reporting. Each household will be allowed to use the program once each calendar year. All HHW will be transported to a registered facility for processing.
- (D) The Service Provider will track, report, and invoice City of Batavia users separately.
- (E) The eligible areas include residents within the corporate boundaries of the City. Residents in Unincorporated areas are not eligible for the program. Service Provider agrees to send the list of addresses to the City for verification prior to sending out packets and providing service.
- (F) Materials accepted include the following:
  - Aerosol products
  - Antifreeze
  - Auto fluids
  - Ballasts (non-PCB & PCB)
  - Blacktop sealer oil based
  - Cleaning products
  - Cooking Oil
  - Fire Extinguishers
  - Fluorescent bulbs (tubes and CFLs)
  - Gasoline & oil/gas mixtures
  - HID (headlight bulbs)
  - Hobby & photo chemicals
  - Lawn chemicals
  - Mercury containing Devices (thermostats, etc.)
  - (we have a list of drop off sites for used motor oil listed on our website)Oxygen tanks
  - Paint (Oil-based paints, stains, varnishes)
  - Pesticides, poisons, herbicides, insecticides
  - (drop off at City Hall)Pool chemicals
  - Propane tanks
  - Resins, Glues, Adhesives
  - Smoke Detectors
  - Solvents
- (G) Limitations

- a. Batteries will not be accepted for collection under this program. The City has two drop off sites for household batteries and a few for auto batteries listed on their website.
- b. Motor Oil will not be accepted for collection under this program. The City has a list of drop off sites for used motor oil listed on their website.
- c. Pharmaceuticals and medications will not be accepted for collection under this program. The City has a drop off site at City Hall.
- d. Latex Paint will not be accepted for collection under this program. Residents may use the other options for latex paint disposal to be included in the packet.
- (H) Other Items not accepted include the following:
  - Acetylene cylinders
  - Ammunition, explosives or fireworks
  - Biological or medical waste
  - Business generated waste
  - Foam cylinders (Part A/Part B)
  - MAPP gases
  - Pharmaceuticals/medications
  - Radioactive Material
  - Syringes/needles
  - Farm machinery oil
- (I) Service Fees in the Current Operating Contract are as follows:
  - 1. Fee per stop for Universal Waste (Recyclable waste) only \$100 per resident stop.
  - 2. Fee per stop for Universal Waste and HHW (mixed waste) \$125 per resident stop.
  - 3. Excess Waste Pick-up Fee \$5.00 per lb. exceeding 70 lbs. per resident stop, excluding latex paint, which will be exempt from being counted as excess pounds.
- (J) The County Recycling Coordinator will administer the program including processing invoices, tracking the City resident's usage, providing timely reports to the City, invoicing the City as applicable and as provided for in Section 3 below. The County Recycling Coordinator will handle public response and outreach pertaining to the program.

#### **SECTION 3. PAYMENT FOR SERVICES**

- (A) The City shall pay Thirty-Five Thousand Dollars (\$35,000) per budget year to the County towards this program, in one lump-sum payment, to be paid within 60 days of receiving an invoice from the County. Of that total amount:
  - a. Thirty-one Thousand, Five Hundred Dollars (\$31,500) will be assigned to cover program costs as invoiced by the Service Provider to the County, and
  - b. Three Thousand, Five Hundred Dollars (\$3,500), a 10% administrative fee will be retained by the County for services listed in Section 2. (J).
- (B) Should the actual program costs arising from service to City residents exceed the amount of Thirty-one Thousand, Five Hundred Dollars (\$31,500) within the program year, the County reserves the right to invoice the City for the exact balance, to be paid within 60 days.
- (C) At such a time as the City should raise the amount per household paid to the City by their contracted Waste Hauler per their agreement, the City shall pay the total amount to the County towards the Batavia residential HHW service and the maintenance of the County HHW program.

#### **SECTION 4. CHANGES**

The County or the City may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the County and the City shall be incorporated only in written amendments to this Agreement.

### **SECTION 5. TERMINATION**

- (A) Default. This Agreement may be terminated in whole or in part in writing by any party provided that no such termination may be effected unless the other parties are given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (B) In the event of termination by any party, an equitable adjustment shall provide for payment to the County or Service Provider for services rendered prior to the termination.

### **SECTION 6. REMEDIES**

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the City arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Kane County. Each party shall be responsible for its own attorney's fees and costs.

### **SECTION 7. HOLD HARMLESS**

The City agrees to assume all risk of loss and to indemnify and hold the County and the Service Provider, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the City's negligent or intentional acts or omissions.

### **SECTION 8. SEVERABILITY**

The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

### **COUNTY OF KANE**

### **CITY OF BATAVIA**

By	By
Christopher J. Lauzen	Jeffery D. Schielke
Chairman, County Board	Mayor
Kane County, Illinois	City of Batavia, Illinois
Date:	Date:
EQ Industrial Services, Inc. dba US Eco	logy
By	
Lisa McLeod	
Contract Analyst 1	
EQ Industrial Services, Inc. dba US	S Ecology

# Electric Vehicles

Courthouse Charging Station

March 14, 2018



# Resolution No. 16-235

# **Enacting a User Fee for the Third Street Courthouse Electric Vehicle Charging Station**

NOW, THEREFORE, BE IT RESOLVED that the Kane County Division of Environmental & Water Resources is authorized to enact a fee of \$0.30 per kWh of electricity used at the Third Street Courthouse electric vehicle charging station beginning October 1, 2016, which shall be assessed on an annual basis thereafter and adjusted as needed to fund station operating costs. All fee changes shall be approved by the Energy and Environmental Committee.

### **Courthouse Station**

To date, station use has resulted in a reduction of 4,858 kg of greenhouse gases in the community!



### Carbon sequestered by



## **Courthouse Station**

- Installation of ChargePoint station included 2-years of commercial networking.
- When networking included with installation ended, County purchased a 1-year networking plan for \$560.
  - >> Introduced **\$0.30 per kWh** fee at station to cover networking plan costs (implemented at the end of 2016)
  - >> Aiming for a net zero cost to the County

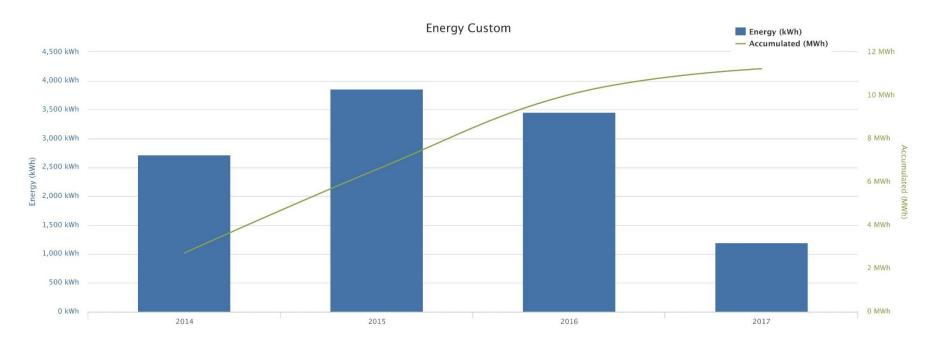
Courthouse EV Charging Station 2017 Revenue = \$296.96



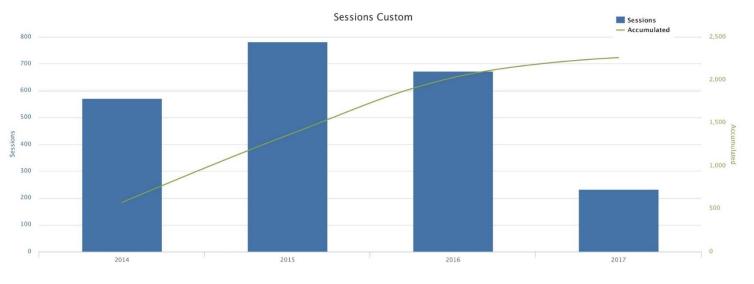
# **Energy Use**

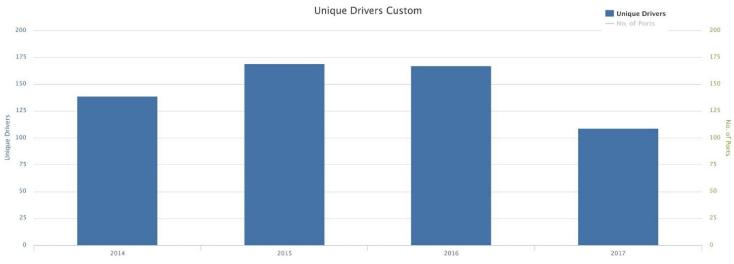
Energy Use	kWh
2014	2,715
2015	3,857
2016	3,454
2017	1,200

**65**% Reduction in Energy Usage from 2016 to 2017



# Sessions and Unique Drivers





# Sessions and Unique Drivers

Year	No. of Sessions	No. of Unique Drivers
2014	572	139
2015	782	169
2016	672	167
2017	281	109



**58%** Reduction in number of Sessions from 2016 to 2017



35% Reduction in number of Unique Drivers from 2016 to 2017

# Usage Reduction with Introduction of Station Fee

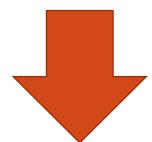
**65**% Reduction in **Energy Usage** from 2016 to 2017

**58%** Reduction in number of **Sessions** from 2016 to 2017

35% Reduction in number of Unique Drivers from 2016 to 2017

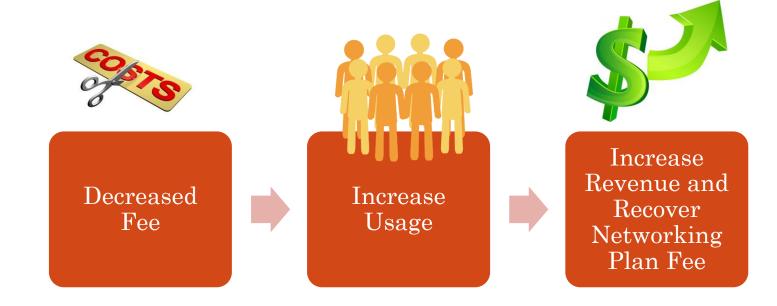






### Recommendation:

• Continue for 1 year with a decreased fee



• Re-evaluate fee again in 2019

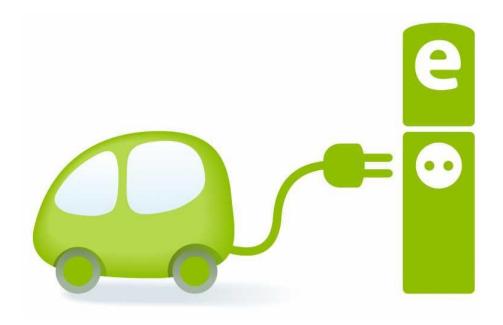
### Recommended Fee:

**\$0.15 per kWh** 

- 3 Cook EV Program stations = \$0.15/kWh (Skokie, Rolling Meadows, Markham)
- Advocate Lutheran General = \$0.15/kWh (Park Ridge)

# 2018 Networking Plan

- 2-year commercial networking plan for \$1,000
  - >> Reduces the networking cost per year to \$500 (\$60 Savings per year)



# Other EV Charging Stations

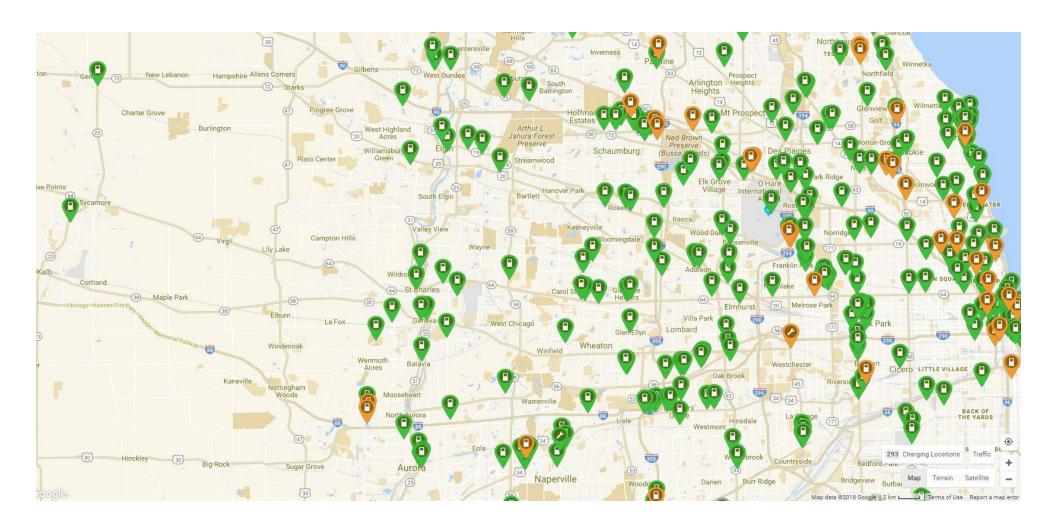


Government Center &

Health Department



# **Future Stations**



Successful Network of electric vehicle charging stations = Increased Usage

# Questions?





### RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.

Amending Resolution No. 16-235: Enacting a User Fee for the Third Street Courthouse Electric Vehicle Charging Station

Committee Flow: Energy and Environmental Committee, Finance and Budget

Committee, Executive Committee, County Board

Contact: Jessica Mino, 630.208.8665

### **Budget Information**:

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

### **Summary**:

Kane County installed an electric vehicle charging station at the Third Street Courthouse in 2012 to promote sustainability and support ongoing efforts to reduce local greenhouse gas emissions. In October of 2016, a user fee was enacted by the Kane County Division of Environmental & Water Resources as per Resolution No. 16-235. The user fee sought to cover the station's annual operating costs.

Resolution No. 16-235 specified that the fee was to be assessed on an annual basis. The assessment demonstrated a decrease in use at the Third Street Courthouse electric vehicle charging station since the fee was enacted on October 1, 2016. This resolution seeks to adjust the fee to \$0.15 per kWh of electricity used at the Third Street Courthouse electric vehicle charging station beginning June 1, 2018 to account for the reduction in use.

#### RESOLUTION: NO.

### AMENDING RESOLUTION NO. 16-235: ENACTING A USER FEE FOR THE THIRD STREET COURTHOUSE ELECTRIC VEHICLE CHARGING STATION

WHEREAS, Kane County installed an electric vehicle charging station at the Third Street Courthouse in 2012 under the Energy Efficiency and Conservation Block Grant; and

WHEREAS, the electric vehicle charging station was installed to promote sustainability and support ongoing efforts to reduce local greenhouse gas emissions; and

WHEREAS, the Third Street Courthouse electric vehicle charging station was available for free public use for a pilot project time frame of four years; and

WHEREAS, use of the Third Street Courthouse charging station continued to grow each year during the pilot project beginning in 2012, and station operating costs were paid for by Kane County primarily using Grand Victoria Grant funding; and

WHEREAS, the Kane County Division of Environmental & Water Resources sought to cover the station's annual operating costs by transitioning to a user fee at the Third Street Courthouse electric vehicle charging station in October of 2016 as per Resolution No. 16-235, and the fee was assessed on an annual basis as specified in Resolution No. 16-235; and

WHEREAS, the assessment of the fee by the Kane County Division of Environmental & Water Resources demonstrated a decrease in use at the Third Street Courthouse electric vehicle charging station since the fee was enacted on October 1, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Division of Environmental & Water Resources is authorized to enact a fee of \$0.15 per kWh of electricity used at the Third Street Courthouse electric vehicle charging station beginning June 1, 2018, which shall be assessed on an annual basis thereafter and adjusted as needed to fund station operating costs.

Passed by the Kane County Board on May 8, 2018.

John A. Cunningham Clerk, County Board Kane County, Illinois	Christopher J. Lauzen Chairman, County Board Kane County, Illinois
Vote:	

18-05 EV Station

# S.T.E.M.-A-PALOOZA 18

Cowherd Middle School
441 N. Farnsworth
Aurora
April 21
10:00am. - 2:00pm.

Career Pathways

games

free

hands on

experiments

demos

robots

prizes

family fun

Engineer

(Gauodiabul)

Robotics Nursing Ideo Game Design

Astro

**Architect** 

PILCY

Researcher Programmer

**Veterinarian**