



**CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE AGENDA**

County of Champaign, Urbana, Illinois
Thursday, February 6, 2025 - 6:30 p.m.

Shields-Carter Meeting Room

Brookens Administrative Center, 1776 E. Washington St., Urbana

Committee Members:

Eric Thorsland – Chair

Aaron Esry – Vice-Chair

John Farney

Jennifer Locke

Emily Rodriguez

Jilmala Rogers

Chris Stohr

Agenda	Page #'s
I. Call to Order	
II. Roll Call	
III. Approval of Agenda/Addendum	
IV. Approval of Minutes	
A. January 9, 2025 – Regular Meeting	1-6
V. Public Participation	
VI. Communications	
VII. <u>New Business: Items For Information Only</u>	
A. Proposed approach to preparing a draft comprehensive Zoning Ordinance text amendment to address concerns about carbon sequestration in Champaign County	
VIII. <u>New Business: Items to be recommended to the County Board</u>	
A. Resolution Approving an Intergovernmental Cost-Sharing Agreement between the County of Champaign, the City of Champaign, the City of Urbana, and the Village of Savoy for Residential Electronic Collection Events and a Household Hazardous Waste Collection Event in 2025	7-11
B. Resolution Approving Agreement between Champaign County, Parkland College, and A-Team Recyclers regarding the Residential Electronics Collections on May 17, 2025, and October 11, 2025	12-24
C. Resolution Approving Champaign County Opt-In Form to Illinois EPA to participate in Manufacturer E-Waste Program in 2026	25-27

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

D. Resolution Authorizing Agreement to Rent the State Farm Center 28-30
Parking Lot for an Illinois Environmental Protection Agency
Sponsored One-Day Household Hazardous Waste Collection Event on
August 9, 2025

E. Authorize the use of the Champaign County seal or logo in support of 31-60
SB1394 establishing a statutory requirement for Household Hazardous Waste
Extended Producer Responsibility

IX. Other Business

A. Monthly Reports -None

X. Chair's Report

XI. Designation of Items to be Placed on the Consent Agenda

XII. Adjournment



**Champaign County Board
Environment and Land Use Committee (ELUC)
County of Champaign, Urbana, Illinois**

0

7 **MINUTES – Pending Approval**

8 **DATE:** Thursday, January 9, 2025
 9 **TIME:** 6:30 p.m.
 10 **PLACE:** Shields-Carter Meeting Room
 11 Brookens Administrative Center
 12 1776 E Washington, Urbana, IL 61802

13 **Committee Members**

Present	Absent
Aaron Esry (Vice-Chair)	
John Farney	
Jennifer Locke	
Emily Rodriguez	
Jilmala Rogers	
Chris Stohr	
Eric Thorsland (Chair)	

14

15 **County Staff:** John Hall (Zoning Administrator), Charlie Campo (Senior Planner) and Mary Ward (Recording
 16 Secretary)

17

18 **Others Present:** None

19 **MINUTES**

20 **I. Call to Order**

21

22 Committee Chair Thorsland called the meeting to order at 6:31 p.m.

23

24 **II. Roll Call**

25

26 Roll call was taken, and a quorum was declared present.

27

28 **III. Approval of Agenda/Addendum**

29

30 **MOTION** by Ms. Locke to approve the agenda and seconded by Mr. Farney. Upon voice vote, the
 31 **MOTION CARRIED** unanimously.

32

33 **IV. Approval of Minutes**

34

35 **A. November 7, 2024 – Regular Meeting**

36

37 **MOTION** by Mr. Esry to approve the minutes of the November 7, 2024 meeting, seconded by Ms.
 38 Rogers. Upon voice vote, the **MOTION CARRIED** unanimously.

39 **V. Public Participation**

40

41 Norman Davis, Supervisor for Champaign Township spoke about the proposed text amendment
42 regulating the keeping of animals in a residential area. He is the one that started the movement to curtail
43 certain behaviors in residential areas that are more appropriate for farms and rural areas. These behaviors
44 center around the thinking that residential property can and should be used for the raising of farmyard
45 animals. These are behaviors that belong on a farm where there is some distance between homes and not
46 in residential areas where the noise, smell, and animal waste impact people in a much greater density
47 than in a rural area. This started with some people who used their backyard to raise chickens, including
48 roosters, which crowed at all hours of the day and night. This impacted people as far as a block away.
49 When an amendment was introduced prohibiting the roosters, they then introduced hogs into their half-
50 acre property further aggravating their neighbors. Some of the problem was solved with a threatened
51 lawsuit. It also prompted this committee to look into drafting an ordinance and codifying what is
52 allowed and not allowed in residential areas. He feels the proposed text amendment is fair to all and
53 urges the committee to pass this proposal. Mr. Davis also spoke about noxious weeds and stated that
54 they are a problem in the county. It is a real and persistent problem and needs constant attention. Poison
55 Hemlock is getting very bad and is highly poisonous. There are laws that control these plants. He urges
56 the committee to give the letter and its recommendations serious consideration. He feels the townships
57 will need to be enlisted to help with this problem.

58

59 Andy Hopper, resident of 2306 S. Mattis is the owner of the animals prompting the text amendment. He
60 always thought of Champaign as a very agricultural community. There are lots of animals, some of
61 which are kept in the city limits all summer long, at the Petting Zoo in Centennial Park. Calling livestock
62 urban animals and restricting them this way for such a limited amount of the county, is maybe a waste of
63 resources. He said it seems with covenants, most neighborhoods within the thousand-foot rule have
64 covenants covering this. If people would bring up the covenants personally, it would probably work out
65 different than requiring civil threats. He couldn't help but feel like he was targeted. Agriculture is
66 protected in Champaign County unless you lived at his house. He had a fence for his animals. As he
67 understands, he was the only person who received a letter to pay \$4,000 to keep their fence because he
68 lives in a floodplain. All the adjacent neighbors have fences. He's not sure if the neighbors had to pay
69 that fee.

70

71 Alison Harper, resident of 2306 S. Mattis. Her partner was at the property for 13 years before she came
72 along. She is the one that wanted the animals. There are currently no animals at 2306 S. Mattis. The
73 law has not changed; nothing has happened on the County's end. Was it the news crew that showed up
74 on their property, was it the fence regulation, was it being served with a civil suit citing a neighborhood
75 covenant? They can't have any buildings and they can't have any animals. They had to get rid of them.
76 Regarding the fence regulation, they no longer have a fence. They were told on a Friday afternoon that
77 all of the animals had to be moved by Sunday evening or a lawsuit would be proceeded with. They
78 managed it and have been taking care of their animals. It was not ELUC that removed the animals. She
79 has researched the Zoning Map. There are few neighborhoods that fall within the parameters of the
80 proposed text amendment, and most of them have covenants or are an HOA, and thinks adding this to the
81 Zoning Ordinance is maybe not necessary.

82

83 Eric Auth, 2220 S. Mattis, Champaign; lives in the neighborhood. This is a well-established urban
84 residential neighborhood. He lives immediately adjacent to the property in question that housed farm
85 animals on a half-acre lot. They had five roosters, forty chickens, twenty ducks, five turkeys, and three

86 hogs on a half-acre lot. It was not a pleasant experience. Mr. Auth urged that the ordinance be
87 considered. He was happy that the rooster ordinance was passed earlier. Roosters crow at all times of
88 the day. There are different types of behavior to be regulated in a community – industrial, commercial,
89 residential or agricultural. If people live in an urban residential neighborhood, there are certain norms to
90 be expected. When people cross a line of normal expected behaviors, we need to look at the ordinance
91 and see if we need to modify it. He asked to restrict the number and types of animals. The City of
92 Champaign allows up to 6 hens. The proposed text amendment in section 7.8.1. A(9) allows up to 18
93 hens depending on lot size. He respectfully requested that number be lowered. He would like to keep it
94 as low as possible. He said it also says it prohibits meat sales in section 7.8.1 D, unless approved by
95 Champaign County Public Health but you can sell food items. What constitutes food items? Who
96 regulates that? Also, section 7.8. 2 D(8) addresses the odor issue. This is a serious issue. He stated that
97 there were times they had to close up their home and retreat inside. He asked how and who measures
98 this? There also needs to be a mechanism to submit complaints.
99

100 Johnathan Hettinger, resident of 402 S. Race, Urbana. Mr. Hettinger is with the Prairie Rivers Network
101 and was here and available to answer questions regarding the Carbon Sequestration moratorium issue.
102

103 Jeremy Ruhter, resident of 910 CR2200 E, Sidney spoke on the proposed Zoning Ordinance Text
104 Amendment. He raises farm animals; chickens and pigs. You don't make a lot of money raising
105 animals. The economics of owning large acreage is expensive. There is a dimension there that needs to
106 be considered. If you are going to be taxed heavily on the acreage you live on, so you can do what you
107 love, you have to have the means to actually produce that. People need to raise animals in respectful
108 ways. If people are forced out to the middle of nowhere to raise animals, they're going to have huge tax
109 bills. Trying to advocate for not telling people what you can and can't do. Tell them how they're
110 impacting the people around you. Hoping people will see efficiencies on a small scale and do so in
111 respectful ways.
112

113 Seeing how no one else wanted to speak, Chair Thorsland closed public participation.
114

115 VI. **Communications**

116 Mr. Stohr spoke on two items from NACo that he is involved with. About a year-and-a-half ago, Mr.
117 Stohr attended the National Association of Counties meeting. The first item is a resolution he had
118 introduced on Ground Water Resource Assessment that was adopted by NACo. The adopted policy
119 reads: The National Association of Counties (NACo) urges federal government agencies with
120 responsibilities to research and assess groundwater availability and sufficiency for public purposes
121 (including United State Geological Survey, Bureau of Reclamation, National Aeronautics and Space
122 Administration and Environment Protection Agency) to:

124 *significantly increase coordination among themselves and with state and local agencies with like
125 responsibilities,

126 *quantify and characterize available groundwater nationwide inclusive of fractured rock systems and
127 predict likely supplies (water access data),

128 *develop more robust modeling and analytical techniques and

129 *identify gaps in available data to better inform policies necessary to ensure continued availability and
130 sufficiency of water necessary to support public health and food production.

131 *NACo also calls on Congress to adequately fund these agencies for this purpose.
132

133 The resolution is being submitted as part of the NACo Congressional Legislative initiative advocating on
134 behalf of USA counties.

135
136 Second, a resolution is being introduced to the NACo EELU (Energy Environment and Land Use
137 committee) regarding protections for PFAS passive receivers. The proposed resolution read: NACO
138 urges Congress to provide passive receiver protection for local governments from CERCLA liability. If
139 not granted an exemption, counties could be forced to pay for the cleanup of hazardous PFAS substance
140 they had no role in producing or distributing. In short, this means that it would protect local sanitary
141 districts from prosecution for not meeting the 3 parts per trillion limit set by US EPA. It could create a
142 terrific liability for local units of government.

143
144 In conjunction with a local agency, Mr. Stohr proposed an amendment to the resolution that reads:
145 NACo urges Congress to provide financial support for research and demonstration projects for
146 toxicological studies and treatment and removal of medication, personal care products, and other
147 chemical pollutants which occur in waste streams and stormwater. These pollutants degrade surface
148 water adversely affecting aquatic ecosystems in every respect. Protection for local governments from
149 CERCLA liability is sought for these contaminants as with PFAS.

150
151 Seeing no more communications, Chair Thorsland closed communications.
152

153 **VII. New Business: Items For Information Only**

154
155 **A. Ted Hartke email**

156
157 Mr. Hartke's email was regarding a zoning board meeting on the moratorium on Carbon
158 Sequestration. Mr. Thorsland stated he had searched the image in the email that was an article from a
159 Facebook page on British politics and found it to be questionable. Mr. Stohr stated that he had
160 directed Mr. Hartke to an article from the 1970's that provided more accurate information.

161
162 **B. Notice of Non-Compliance with Illinois Noxious Weed Law**

163
164 Mr. Hall stated we had received this letter from the state. He only knows of one county that has not
165 received this letter, so we are not alone. In Champaign County we deal with noxious weeds on a
166 case-by-case basis. There were no complaints in 2024. There are a lot of noxious weeds that are not
167 part of the Noxious Weed Law. There are nine plants covered in the noxious weed law and we
168 typically only receive complaints about two; Canada Thistle and Johnson Grass.
169

170 **VIII. New Business: Items to be approved by ELUC**

171
172 **A. Recreation & Entertainment License:** Taylor Feldkamp for Demo Derby at the Champaign County
173 Fairgrounds, 1302 North Coler Avenue, Urbana. 4/09/25- 4/13/25.

174
175 **B. Recreation & Entertainment License:** Taylor Feldkamp for Demo Derby at the Champaign County
176 Fairgrounds, 1302 North Coler Avenue, Urbana. 9/10/25- 9/14/25.

177
178 **OMNIBUS MOTION** by Mr. Farney to approve the Recreation & Entertainment License for Taylor
179 Feldkamp for a Demo Derby on 4/09/25-4/13/25 and one 9/10/25-9/14/25. Seconded by Ms. Locke. There
180 was no discussion. Upon voice vote, the **MOTION CARRIED** unanimously.

181
182 **C. Authorization for a proposed Zoning Ordinance Text Amendment to regulate the keeping of**
183 **animals in Residential Districts within 1,000 feet of a home rule municipality.**
184

185 **MOTION** by Ms. Rogers to authorize a proposed Zoning Ordinance Text Amendment to regulate the
186 keeping of animals in Residential Districts within 1,000 feet of a home rule municipality. Seconded
187 by Mr. Farney. Discussion followed:
188

189 Ms. Rodriguez asked for a good visualization for 1,000 feet. Ms. Locke answered with 3 ½ football
190 fields.
191

192 Mr. Thorsland said that having tried and raised livestock on a small scale, he is in support of having a
193 text amendment.
194

195 Mr. Farney stated he is also in support of the text amendment. He is glad it is not too overbearing
196 and allows for compromise. There needs to be some regulation on these things when in residential
197 neighborhoods. The Zoning Ordinance is an ever-evolving document. He thinks we will hear from
198 other areas regarding this.
199

200 Ms. Locke said she sees no reason to delay this. She is in support of this and feels like we are
201 reaching a compromise.
202

203 Upon voice vote, the **MOTION CARRIED** unanimously.
204

205 **D. Annual Hotel/Motel License:** Urbana Motel Inc. dba Motel 6 at 1906 North Cunningham Avenue,
206 Urbana for 01/01/25- 12/31/25.
207

208 **MOTION** by Mr. Esry to approve the Hotel/Motel License for Urbana Motel Inc. Seconded by Ms.
209 Rogers. Upon voice vote, the **MOTION CARRIED** unanimously.
210

211 **E. Recreation & Entertainment License:** Champaign County Fair with Calendar of Events, 1302 North
212 Coler Avenue, Urbana. 1/01/25- 12/31/25.
213

214 **MOTION** by Ms. Rogers to approve the Recreation & Entertainment License for the Champaign
215 County Fair with Calendar of Events. Seconded by Ms. Locke. Upon voice vote, the **MOTION**
216 **CARRIED** unanimously.
217

218 **F. Recreation & Entertainment License:** Hudson Farm Wedding & Events, LLC, 1341 CR1800E,
219 Urbana IL 61802. 01/01/22- 12/31/22. It was noted that the year should be updated to 2025.
220

221 **MOTION** by Mr. Farney to approve the Recreation & Entertainment License for Hudson Farm
222 Wedding & Events, LLC. Seconded by Mr. Esry. Upon voice vote, the **MOTION CARRIED**
223 unanimously.
224
225
226
227

228 IX. **New Business: Items to be Recommended to the County Board**

229 A. **Zoning Case 157-AT-24.** Amend the Champaign County Zoning Ordinance as to add a temporary
230 12-month safety moratorium on Carbon Sequestration Activity as described in the legal
231 advertisement.

232
233 **MOTION** by Mr. Farney to amend the Champaign County Zoning Ordinance as to add a temporary
234 12-month safety moratorium on Carbon Sequestration Activity; seconded by Mr. Stohr.

235
236 Mr. Stohr stated that this is important for protecting the Mahomet Aquifer. He feels we need a task
237 force or group to look into this further. Mr. Thorsland said he appreciates what the Prairie Rivers
238 Network and others who came to the early meetings and the Zoning Board itself have done so far.

239
240 Mr. Esry asked if anyone had spoken against this at the ZBA hearings? The answer was no. This
241 will give us more time to get into the details.

242
243 Upon voice vote, the **MOTION CARRIED** unanimously.

244
245 B. **Closed Session pursuant to 5 ILCS 120/2(c)(6) to consider the setting of a price for lease or sale**
246 **of property owned by Champaign County.**

247
248 **MOTION** by Mr. Esry to enter Closed Session pursuant to 5 ILCS 120/2(c)(6) to consider the setting
249 of a price for lease or sale of property owned by Champaign County and that the following parties
250 remain present: Planning & Zoning Director John Hall, Senior Planner Charlie Campo, Recording
251 Secretary Mary Ward and Information Technology Rep Chris Fiorillo. The motion was seconded by
252 Ms. Locke. Upon roll call vote, the **MOTION CARRIED** unanimously.

253
254 The Environment and Land Use Committee entered close session at 7:15 p.m.

255
256 The Environment and Land Use Committee resumed Open Session at 7:25 p.m.

257
258 X. **Other Business**

259 A. **Monthly Reports** -None

260
261 There was no other business and there were no monthly reports.

262
263 XI. **Chair’s Report**

264
265 There was no Chair’s report. Mr. Thorsland welcomed Ms. Locke to the committee.

266
267 XII. **Designation of Items to be Placed on the Consent Agenda**

268
269 Item 9.A. is to be placed on the Consent Agenda.

270
271 XIII. **Adjournment**

272
273 Chair Thorsland adjourned the meeting at 7:30 p.m.

AN INTERGOVERNMENTAL COST SHARING AGREEMENT
BETWEEN THE COUNTY OF CHAMPAIGN,
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND THE VILLAGE OF SAVOY
FOR RESIDENTIAL ELECTRONICS COLLECTIONS IN 2025 AND
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY-SPONSORED ONE-DAY
HOUSEHOLD HAZARDOUS WASTE COLLECTION IN 2025

THIS AGREEMENT is made and entered into by and between the County of Champaign and the following Illinois municipal corporations: the City of Champaign, the City of Urbana, and the Village of Savoy, effective on the last date signed by a party hereto. The foregoing entities will hereafter be noted as “the parties.”

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.* enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the parties find it to be most cost effective to mutually combine efforts and to share in the costs associated with Residential Electronics Collections to be held on May 16-17, 2025 and October 10-11, 2025 at Parkland College campus in Champaign, Illinois and costs associated with the Illinois Environmental Protection Agency (IEPA)-Sponsored One-Day Household Hazardous Waste Collection to be held on August 9, 2025 at the State Farm Center Southwest Parking Lot in Champaign, Illinois (hereinafter referred to as “events”). These costs include:

For the Residential Electronics Collection events:

- a) One-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b) The cost of two golf carts at \$275 per two-days at each event.

For the Illinois Environmental Protection Agency-Sponsored One-Day Household Hazardous Waste Collection event:

- c) The event fee of \$2,500 for use of State Farm Center Southwest Parking Lot for two days at \$1,250 per day.
- d) The cost of traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event.
- e) The cost of approximately \$800 for rental of an overhead 10’x 10’ tent with sides for two days in the event of unsuitable weather conditions.
- f) The cost of one golf cart at \$200 per two days at the event.

WHEREAS, the cost contribution required of each party is provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Purpose

1-1. This Agreement outlines a cost-sharing arrangement between the parties for the purpose of administering the events in 2025. Costs will include:

For the Residential Electronics Collection events:

- a. Payment of a one-time flat-rate collection fee payment of up to \$23,000 per event to A-Team Recyclers due by the end of the day on the start date of each event;
- b. Payment for rental of two golf carts at \$275 per two-days at each event;

For the IEPA-Sponsored One-Day Household Hazardous Waste Collection event:

- c. Payment of an event fee of \$2,5000 to the State Farm Center, University of Illinois at Urbana-Champaign, for use of the State Farm Center Southwest Parking Lot for two days at \$1,250 per day;
- d. Payment for traffic patrol services to be provided by one traffic patrol person, not expected to exceed \$800 for the event;
- e. Payment of approximately \$800 for rental of an overhead 10'x 10' tent with sides for two days in the event of unsuitable weather conditions;
- f. Payment for one golf cart at \$200 per two days at the event; and

Section 2. Terms

2-1. The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final event, unless amended by agreement of the parties.

Section 3. Responsibilities

3-1. The parties understand and agree that of the parties to this Agreement, only the County of Champaign shall enter into a contract with the A-Team Recyclers and with Parkland College for the Residential Electronics Collections and with the IEPA and with the State Farm Center for the IEPA-Sponsored One-Day Household Hazardous Waste Collection event. However, the County of Champaign shall be entering into said contract on behalf of the other parties as well, and Champaign County agrees that it shall not enter into said contract unless it specifically names the other parties to this agreement as third party beneficiaries of that contract. Champaign County shall obtain

approval of the form of said contract with the contact from each of the parties to this Agreement prior to executing said contract.

- 3-2. Each party is responsible for contributing its share of the total costs for the events under this Agreement, according to the percentages and up to the maximums specified in Section 4 (Cost-Sharing) of this Agreement.
- 3-3. Each party is also responsible for coordinating information requests from the other parties in a timely manner.

Section 4. Cost Sharing

4.1 The parties agree to share, according to the percentages shown in Table 4.1, total costs not to exceed the Maximum Total Cost shown for each event:

Table 4.1

Event Date(s)	Champaign County Maximum Share (% of total)	City of Champaign Maximum Share (% of total)	City of Urbana Maximum Share (% of total)	Village of Savoy Maximum Share (% of total)	Maximum Total Cost
August 8-9, 2025	\$1,470.60 (34.2)	\$1,844.70 (42.9)	\$799.80 (18.6)	\$184.90 (4.3)	\$4,300
May 16-17, 2025	\$7,960.05 (34.2)	\$9,984.98 (42.9)	\$4,429.15 (18.6)	\$1,000.82 (4.3)	\$23,275
October 10-11, 2025	\$7,960.05 (34.2)	\$9,984.98 (42.9)	\$4,429.15 (18.6)	\$1,000.82 (4.3)	\$23,275

Section 5. Invoices and Payments

5.1 To facilitate payment for services described in Section 1.1 of this Agreement, following each event held and within 30 days of receipt of an invoice from the Champaign County Recycling Coordinator, each party agrees to provide its share of funds as shown in Table 4.1, payable to ‘Champaign County’ to the attention of Recycling Coordinator, Champaign County Department of Planning and Zoning, 1776 E. Washington Street, Urbana, IL 61802.

Section 6. Amendments.

This agreement may be amended only in writing signed by all parties.

Section 7. Survival of Provisions.

Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CHAMPAIGN COUNTY

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

State's Attorney's Office

City Attorney

CITY OF URBANA
An Illinois Municipal Corporation

VILLAGE OF SAVOY
An Illinois Municipal Corporation

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Village Attorney

**COLLECTOR, COORDINATOR, AND HOST SITE AGREEMENT
2025 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2025 Residential Electronics Collection extended event (“Coordinator”), A-Team Recyclers (“Collector”), and Parkland College (“Host Site”), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with two Residential Electronics Collection events scheduled to take place in 2025. The first event will start on Friday, May 16, 2025, and end on Saturday, May 17, 2025. The second event will start on Friday, October 10, 2025, and end on Saturday, October 11, 2025.

Section 2. Collection Event Schedule

- 2-1. The set up for the first event will state on Friday, May 16, 2025, and end on Saturday, May 17, 2025. The set up for the second event will start on Friday, October 10, 2025, and end on Saturday, October 11, 2025.

- 2-2. For both Residential Electronics Collection events, Saturday appointments times will be filled prior to expanding to provide for Friday afternoon appointment times. For each event, the advertised hours of the collection event will be, by appointment only, 7:00 a.m. – noon on Saturday, and then, as need be, noon – 3 p.m. on Friday.

Section 3. Access to Host Site

- 3-1. The Coordinator event staff, the Collector, and miscellaneous vendors will have access to the Parking Lots M-2, M3, and M-4 as follows:
 - A. For the first event on Friday, May 16, 2025, from 8:00 a.m. to 9:00 p.m., and Saturday, May 17, 2025, from 6:00 a.m. to 9:00 p.m.
 - B. For the second event on Friday, October 10, 2025, from 8:00 a.m. to 9:00 p.m., and Saturday, October 11, 2025, from 6:00 a.m. to 9:00 p.m.

Section 4. Coordinator

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees as follows, for the extended collection event:
 - A. To pay the Collector a one-time flat-rate collection fee in an amount that may range from \$15,000 per event to a maximum of \$23,000 per event. Variables include whether sufficient community service workers are available to assist in

unloading of vehicles during the event, whether the event is expanded to include Friday afternoon collection appointments for residents or whether the event includes only Saturday morning collection appointments for residents.

- B. To participate in promoting each event, indicating: a four-TV limit per household; the need for residents to register online in advance to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection event.
- C. To implement, with municipal event sponsors, residents' use of an online reservation system in advance to schedule participation in the collection event.
- D. To provide sufficient event staff and volunteers at each event to:
 - 1) Safely direct vehicles through the collection area; and
 - 2) Pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items into designated on-site containers.

Section 5. Collector Services to be Provided

- 5-1. The Collector shall register as a Collector with the Illinois Environmental Protection Agency as required under law, and shall agree to fulfill all the collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (attached as Appendix A) with regard to the electronics devices collected at the planned extended collection event indicated in Section 2, during all times covered under this agreement.
- 5-2. For the one-time, flat-rate collection fee of \$15,000 to \$23,000 to be charged to the Coordinator for each event as described in Section 4, the Collector agrees to provide the services as listed below to the Coordinator at the planned extended collection event indicated in Section 2, that will take place at Lot M-4 of the Host Site premises of Parkland College, located at 2400 W. Bradley Avenue, Champaign, Illinois.
 - A. The Collector will pre-arrange with the designated recycler under CERA to receive sufficient quantities of packaging materials, including Gaylords, shrink wrap, and pallets, from the recycler so that the packaging materials are available for set-up and use at the Host Site at Lot M-4 of Parkland College prior to each collection event.
 - B. If the Collector uses any additional packaging materials not provided by the designated recycler under CERA, it shall be at the Collector's own expense and that the additional packaging materials of a similar quality and type as those provided by the recycler.

- C. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, for each event.
 - D. The Collector will supply necessary staff at the Host Site for each event as follows:
 - 1) If an event is expanded to include Friday afternoon online appointments for residents, for the first event, by 10 a.m. on Friday, May 17, 2024, and by 6:30 a.m. on Saturday, May 18, 2024; and, for the second event, by 10 a.m. on Friday, October 11, 2024, and by 6:30 a.m. on Saturday, October 12, 2024.
 - 2) If an event will include online appointments for residents only on Saturday morning, for the first event, by 6:30 a.m. on Saturday, May 18, 2024; and, for the second event, by 6:30 a.m. on Saturday, October 12, 2024.
 - E. Based on the best available information about the extended planned event to be provided by the Coordinator to the Collector, the Collector will arrange with the designated recycler under CERA in advance of each event to strive to provide a sufficient and accurate quantity of trucks or trailers to be present at the Host Site for loading at each event, and not overestimate the number of trucks or trailers needed to be present at each event for loading.
 - F. The Collector is responsible to supply necessary staff required for collecting, sorting, and packaging of collected residential CEDs in a manner consistent with the packaging instructions provided by the designated recycler under CERA and in accordance with Collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/1-45).
 - G. The Collector is responsible for loading the collected and properly packaged residential CEDs onto trailers or trucks and shall strive to ensure a full load at a net weight of 18,000 pounds per trailer or truck loaded.
- 5-3. The Collector agrees to collect, sort, package, and load into trucks to be provided onsite, the following accepted items (working and non-working) at each event indicated in Section 2:

- Cable and Satellite Receivers
- Cameras
- Cash Registers and Credit Card Readers
- Cell Phones and Accessories
- Chargers
- Circuit Boards

Computer Servers
Computers and Computer Parts
Copiers/Printers/Scanners/Fax Machines/Typewriters
DVD/VHS Players
External Drives
Ferrous and Non-Ferrous Metals
Ink and Toner Cartridges
Laptops/Tablets/eReaders
Mice and Keyboards
Microwaves
Monitors: All Types
MP3/iPods/etc.
Networking Equipment: Modems, Switches, Routers, Hubs
Phones and Telecom Equipment
Projectors
Rechargeable Batteries: Lithium Ion, Ni-Cd, Lead Acid, Ni-Mh
Stereos/Radios/Speakers
Televisions: All Types
Uninterrupted Power Supplies
Video Game Consoles
Wire, Cables and Christmas Lights

5-4. The Collector will not accept the following unaccepted items at each event indicated in Section 2:

Freon Containing Items (AC units, dehumidifiers)
Light Bulbs
Liquid Containing Items
Loose Alkaline Batteries (accepted while contained in electronic devices)
Thermostats
White Goods (refrigerators, freezers)
Wooden speakers or large speakers

5-5. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be available for each event.

5-6. Except for the recyclable materials (e.g., cardboard and Styrofoam) and trash at each collection event, which the Coordinator staff and volunteers are able to divert and able to fit into the onsite Coordinator or Host Site containers provided at the Host-Site for subsequent recycling or removal, the Collector will accept and load the surplus remaining recyclable materials generated at each event (e.g., plastics, cardboard, and

Styrofoam) and all surplus remaining trash generated at each event and remove those materials from the Host Site on the final day of each event.

- 5-7. The Collector will provide proof of insurance one month prior to each event as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. The Collector staff shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.
- 5-9. For each event indicated in Section 2, if the designated recycler under CERA does not plan to completely remove all collected electronics materials from the Host Site by 9 p.m. on that Saturday, the Collector agrees to securely store all collected electronics materials that may remain at the Host Site by 9:00 p.m. on that Saturday within semitrailers or trucks provided by the recycler and that are located in Parking Lot M-4 of the Host Site.

The Collector shall arrange with the designated recycler under CERA, that the recycler completely remove and transport all electronics materials collected at the extended collection event and securely stored within semi-trucks and/or trucks at Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each event indicated in Section 2. The Collector further agrees that if the recycler should fail to remove materials collected and stored at the Host Site by the deadline established in this paragraph that the Collector will pay a late fee of \$500 per day, commencing on the Tuesday following each event, and continuing until the removal of the stored collected electronics materials. The Collector shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-11. Reporting/Documentation of E-waste: The Collector will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest numbers for all items collected at the extended event, as soon as it becomes available and prior to January 1, 2026.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the extended event indicated in Section 2 shall immediately become the property of the Collector. No Coordinator event staff, or volunteers or Host Site staff shall take any collected electronics material. All collected electronics material will be brought back to the designated recycler's facility for further processing or transported directly to a manufacturer-funded electronics recycler.
- 6-2. To discourage theft of the collected CEDs, the Collector shall safeguard collected CEDs at each event and will strive to ensure that collected CEDs are securely loaded onto trucks

or trailers provided onsite by the designated recycler under CERA, so that recycler can meet requirements for confidentiality and destruction of information or data remaining on hard drives or other electronics equipment.

- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Collector agrees that it is an independent Collector. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Collector pursuant to this Agreement does not constitute compensation paid to an employee.
- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Collector or its subcontractors under this Agreement. The Collector shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Collector is responsible for paying the payroll taxes and any employee benefits that the Collector utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Collector, by signing this Agreement, warrants that the Collector, its employees, and its Collectors which will perform services requiring a license, will have and maintain any required license. However, the Collector may meet the license requirement through use of a subcontractor; provided however, the Collector's use of a subcontractor in that circumstance does not relieve the Collector of any obligations under the Agreement.
- 8-2. The Collector agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Collector and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, 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 Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Collector and the Host Site against such risks. The Coordinator shall carry public liability, casualty, and auto insurance in sufficient amount to protect the Collector and the Host Site from liability for acts of the Coordinator naming Parkland College as an insured. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per

occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.

- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Collector and Host Site for all loss or damage of whatsoever kind and nature to any and all Collector and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Collector's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Collector or Host Site) property, and shall upon request and at the Collector's or Host Site's expense, furnish to the Collector or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Collector or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the extended collection event indicated in Section 2 shall immediately become the property of the Collector for loading onto trucks or trailers provided at the Host Site premises by the designated recycler under CERA for transport and processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Collector and Host Site with proof of such insurance one month prior to each collection event as set forth in 9-2 above.

Section 10. Liability and Insurance: Collector

- 10-1. The Collector agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, 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 Collector's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Collector further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Collector shall carry public liability, casualty, and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Collector naming Parkland College as an additional insured. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Collector shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Collector assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Collector or any employee, agent, or representative of the Collector or its

subcontractor. The Collector shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.

- 10-4. The Collector shall provide the Coordinator and Host Site with proof of such insurance one month prior to the collection event.

Section 11. No Smoking or Alcohol on Grounds

- 11-1. The Collector staff and Coordinator event staff and volunteers shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Collector's use of the premises, or that of Collector's employees or agents, then the Collector shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Collector's activities. Upon repair, Collector shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 48 hours.
- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings, activities, or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 48 hours.

Section 13. Dangerous Materials

The Coordinator or Collector shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Collector's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Collector abandons the Host Site premises or the property it collects during a residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Collector for damages or any payment of any kind whatever, consider any personal property belonging to Collector and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Collector regarding the removal and disposal of the recycling materials within seven days following the extended collection event.

Section 17. Contact Information

Contact information for the Host Site is as follows:

Name: Parkland College Community College
Address: 2400 West Bradley Avenue, Champaign, IL 61821
Contact Person: James Bustard
Title: Physical Plant Director
Contact's work phone: 217-351-2211, Extension 108

Contact information for the Coordinator is as follows:

Name: Champaign County
Address: 1776 E. Washington Street, Urbana, Illinois 61802
Contact person: John Hall
Title: Director, Champaign County Planning and Zoning
Contact's work phone: 217-384-3708
Contact's cell phone: 217-621-6963

Contact information for the Collector is as follows:

Name: A-Team Recyclers

Address: 304 Gregory Court, Shorewood, IL 60404

Contact Person: James Larkin

Title: Owner

Contact's work phone: 815-630-4308

Contact's cell phone: 815-600-3608

Section 18. Choice of Law

18-1. This Agreement and the Collector's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.

18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

19-1. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Changes

20-1. The Coordinator, Host Site, or Collector, 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 all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.

21-2. Notwithstanding the foregoing, the obligations of the Collector under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

22-1. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Collector, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 23. Successors and Assigns

23-1. This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Collector and Host Site, respectively and their

partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

Section 24. Third Party Beneficiaries

24-1. The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

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.

_____	_____
Collector: James Larkin, Owner A-Team Recyclers	Date

_____	_____
Host Site: James Bustard, Physical Plant Director Parkland College	Date

_____	_____
Coordinator: Steve Summers, County Executive Champaign County, Illinois	Date

**APPENDIX A. ILLINOIS CONSUMER ELECTRONICS RECYCLING ACT (CERA)
COLLECTOR RESPONSIBILITIES**

(415 ILCS 151/1-45)

(Section scheduled to be repealed on December 31, 2026)
Sec. 1-45. Collector responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, a person acting as a collector under a manufacturer e-waste program shall register with the Agency by completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency must include, without limitation, the address of each location at which the collector accepts residential CEDs.

(a-5) The Agency may deny a registration under this Section if the collector or any employee or officer of the collector has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition;

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered collectors.

(c) Manufacturers and recyclers acting as collectors shall so indicate on their registration under Section 1-30 or 1-40 of this Act.

(d) By March 1, 2020 and every March 1 thereafter, each collector that operates a program collection site or one-day collection event shall report, to the Agency and to the manufacturer e-waste program, the total weight, by CED category, of residential CEDs transported from the program collection site or one-day collection event during the previous program year.

(e) Each collector that operates a program collection site or one-day event shall ensure that the collected residential CEDs are sorted and loaded in compliance with local, State, and federal law. In addition, at a minimum, the collector shall also comply with the following requirements:

(1) residential CEDs must be accepted at the program collection site or one-day collection event unless otherwise provided in this Act;

(2) residential CEDs shall be kept separate from other material and shall be:

(A) packaged in a manner to prevent breakage;

and

(B) loaded onto pallets and secured with plastic wrap or in pallet-sized bulk containers prior to shipping;

and

(C) on average per collection site 18,000 pounds per shipment, and if not then the recycler may charge the collector a prorated charge on the shortfall in weight, not to exceed \$600;

(3) residential CEDs shall be sorted into the following categories:

(A) computer monitors and televisions

containing a cathode-ray tube, other than televisions with wooden exteriors;

(B) computer monitors and televisions containing a flat panel screen;

(C) all covered televisions that are residential CEDs;

(D) computers;

(E) all other residential CEDs; and

(F) any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program;

(4) containers holding the CEDs must be structurally sound for transportation; and

(5) each shipment of residential CEDs from a program collection site or one-day collection event shall include a collector-prepared bill of lading or similar manifest, which describes the origin of the shipment and the number of pallets or bulk containers of residential CEDs in the shipment.

(f) Except as provided in subsection (g) of this Section, each collector that operates a program collection site or one-day collection event during a program year shall accept all residential CEDs that are delivered to the program collection site or one-day collection event during the program year.

(g) No collector that operates a program collection site or one-day collection event shall:

(1) accept, at the program collection site or one-day collection event, more than 7 residential CEDs from an individual at any one time;

(2) scrap, salvage, dismantle, or otherwise disassemble any residential CED collected at a program collection site or one-day collection event;

(3) deliver to a manufacturer e-waste program, through its recycler, any CED other than a residential CED collected at a program collection site or one-day collection event; or

(4) deliver to a person other than the manufacturer e-waste program or its recycler, a residential CED collected at a program collection site or one-day collection event.

(h) Beginning in program year 2019, registered collectors participating in county supervised collection programs may collect a fee for each desktop computer monitor or television accepted for recycling to cover costs for collection and preparation for bulk shipment or to cover costs associated with the requirements of subsection (e) of Section 1-45.

(i) Nothing in this Act shall prevent a person from acting as a collector independently of a manufacturer e-waste program.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

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

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

Program Year 2026 (Due March 1, 2025)

County or Municipal Joint Action Agency Information

Name of County or

Municipal Joint Action Agency: Champaign County, Illinois

Street Address (line 1): Champaign County Department of Planning and Zoning

(line 2): 1776 East Washington Street

City: Urbana

Zip Code: 61802

County: Champaign

Contact Information

First Name: John

Last Name: Hall

Title: Director of Planning and Zoning

Direct Phone: (217) 384-3708

Email: jhall@champaigncountyil.gov

Proposed Collection Sites and/or Events

Pursuant to 415 ILCS 151/1-15 of the Consumer Electronics Recycling Act, counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2026. (Should additional locations be needed, click on the button provided to add more fields.)

Note: Sites and events must be located within the participating county or municipal joint action agency.

These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Site Event

Operator of Site or Event: Parkland College

Street Address of Location: 2400 West Bradley Avenue

City: Champaign

Zip Code: 61822

County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Champaign County will coordinate a Residential Electronics Collection (REC) Event at Parkland College Host Site on or about Saturday, May 16, 2026, between 8:00 a.m. and noon.

Residency Requirement: Champaign County residents must reside in a participating municipality that contributes to the cost of

Has this site or event operated in a previous program year? Yes No

If so, please enter the following information.

Collection Site Contact Name: John Hall

Collection Site Contact Phone: (217) 384-3708

Contact Email: jhall@champaigncountyil.gov

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years Champaign County and co-sponsoring municipalities have hired A-Team Recyclers as the Collector at each REC Event. A-Team has great knowledge and experience regarding setting-up and operating as a Collector at this large REC Event at the Parkland College Host Site.

Estimated Annual CED Collection (pounds): 100,546

Site Event

Operator of Site or Event: Parkland College

Street Address of Location: 2400 West Bradley Avenue


City: Champaign

Zip Code: 61822

County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Champaign County will coordinate a Residential Electronics Collection (REC) Event at Parkland College Host Site on or about Saturday, October 17, 2026, between 8:00 a.m. and noon.

Residency Requirement: Champaign County residents must reside in a participating municipality that contributes to the cost of 

Has this site or event operated in a previous program year? Yes No


If so, please enter the following information.

Collection Site Contact Name: John Hall

Collection Site Contact Phone: (217) 384-3708

Contact Email: jhall@champaigncountyil.gov

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years Champaign County and co-sponsoring municipalities have hired A-Team Recyclers as the Collector at each REC Event. A-Team has great knowledge and experience regarding setting-up and operating as a Collector at this large REC Event at the Parkland College Host Site. 

Estimated Annual CED Collection (pounds): 100,546

Recommended Recycler

Please identify the **recommended** recycler to be used for program year 2026. (Should additional recyclers be needed, click on the button provided to add more fields.)

Note: *These recyclers are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.*

Name of Recycler: Dynamic Lifecycle Innovations

Street Address: 2400 West Bradley Avenue

City: Champaign

Zip Code: 61822

County: Champaign

Direct Phone: (608) 781-4030

Email: lschwartzhoff@thinkdynamic.com

Certification of Authorized Government Official

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

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

Name: Steve Summers

Title: Champaign County Executive

Phone: (217) 384-3776

Email: ssummers@champaigncountyil.gov

Signature

Date

When complete, please print, sign, scan, and email this form to:
EPA.Recycling@illinois.gov and info@ilclearinghouse.org

All collectors and their vendors are subject to audits by manufacturer programs authorized under 415 ILCS 151/1-30.

For more information on the Illinois Manufacturer's E-Waste Program, please visit:
www2.illinois.gov/epa/topics/waste-management/electronics-recycling

STATE FARM CENTER PARKING LOT PERMIT

This agreement (“Agreement”) is made and entered into as of the date of final, executing signature, by and between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its State Farm Center (“University”) and Champaign County Department of Planning & Zoning (“Licensee”), a division of county government in Champaign County, Illinois.

- 1. Description of Event.** Household Hazardous Waste One-Day Collection, open to the public, to be set up on August 8, 2025 and held on August 9, 2025 (“Event”).
- 2. University’s Provision of Services and Use of Premises.** University will provide to Licensee the nonexclusive use of the following University premises:

State Farm Center: Access to the SW Quad Lot

University will grant Licensee access to and use of the premises from 8:00 a.m. on August 8, 2025 to provide for set up. Site shall be cleared of all vehicles, staff, and materials by 5:00 p.m. on August 9, 2025. Licensee shall ensure that use of University’s premises under this Agreement does not interfere with University’s use of the premises. Licensee may, with University’s approval, supplement the security provided by University with other security in and around the premises. Licensee will ensure that such security will fully cooperate with and will coordinate its activities with the security supervisor provided by University.

- 3. Licensee’s Specific Event Duties.** Licensee or its agents shall manage all Event activities. Licensee hereby agrees that costs for repairs to any University property damage (including, but not limited to, oil leaks and tent holes in sod) shall be borne entirely by Licensee. Licensee further agrees and understands that no cars are to be left on University property overnight. Any cars left overnight are at the risk of Licensee and car owner and University shall not be responsible for any damage to cars left overnight.
- 4. Sale of Food and Beverage.** No food or beverage will be sold or consumed as part of this event.
- 5. Fees/Reimbursement of Expenses/Remittance.** For use of University premises, Licensee will pay University a fee of \$2500.00. In addition, Licensee shall reimburse University for personnel, additional expenses incurred, and equipment required for the Event. No later than fourteen days after the Event, University will deliver to Licensee a final invoice of actual costs incurred by University. Licensee shall pay the amount due to University no later than 30 days after Licensee’s receipt of an invoice. When making payment, Licensee will: (a) remit by check payable to the “University of Illinois”; (b) reference this Agreement and the applicable invoice being paid; and (c) mail to the address listed on the invoice.
- 6. Permits.** Licensee shall be responsible for obtaining all legal permits and other authorizations required for the event.
- 7. Cancellation/Termination.** If the Event is cancelled or does not occur for any reason other than a force majeure event, including but not limited to, natural disasters, strikes, fires, war, terrorism or threats of terrorism, government actions, and acts or omissions of third parties, Licensee shall pay University for all actual costs incurred by University in preparation for the Event.

University may terminate this Agreement without cause and upon 30 days’ written notice to Licensee.

University in its sole discretion may cancel or relocate the Event for reasons of public safety, which include but are not limited to inclement weather.

- 8. Insurance.** Prior to the Event, Licensee shall submit proof of commercial general liability insurance coverage for the Event that covers bodily injury and property damage liability arising out of the locations/venues and activities of this Event. Licensee also shall ensure that the policy names the Board of Trustees of the University of Illinois as an additional insured on a primary and non-contributory basis,

covering all activities related to the Event and to include all University locations/venues where Event activities are being conducted.

9. **Indemnification.** Licensee shall indemnify and hold harmless University and University's trustees, agents, and employees against all loss, damage, and expense that they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the Event or arising in any manner from the negligent or intentional acts or omissions of Licensee.
10. **Use of Name.** Licensee shall not, and shall ensure that its agents do not, use the name of or any symbol identified with University or conduct its affairs in such a manner as to imply to anyone dealing with it that it is an official agency or part of University. Licensee may use University's name to make factual statements about the event. In no instance shall Licensee use University's name in such a way as to imply an explicit or implicit endorsement of Licensee by University, per University's Campus Administrative Manual at Section III-16 (<http://cam.illinois.edu/iii/iii-16.htm>).
11. **Compliance.** Licensee shall be responsible for the conduct of activities on University premises and shall ensure that all conduct by its invitees is in accordance with the University's Campus Administrative Manual (<http://www.cam.illinois.edu>) and this Agreement. Specific attention should be paid to Section VIII-1, "Use of University Premises and Facilities on the Urbana-Champaign Campus" at <http://cam.illinois.edu/viii/VIII-1.htm>; and Section V-B-2.1 on "Smoke-Free Campus" at <http://cam.illinois.edu/v/v-B-2.1.htm>.
12. **Notices and Payments.**
 - a. *To Licensee:* John Hall, Champaign County Department of Planning and Zoning, Urbana, IL
 - b. *To University:* John Marquardt, State Farm Center, 1800 S. First Street, Champaign, IL 61820
13. **No partnership.** The parties do not intend for this Agreement to create an agency, employment, partnership, or joint venture relationship.
14. **Governing Law.** This Agreement shall be interpreted under the laws of the State of Illinois.
15. **Entire Agreement.** This writing and its incorporated references and attachments contain the entire agreement of the parties concerning the subject matter of the Event.
16. **Amendments.** No Amendment of this Agreement will be valid unless made in writing and signed by the parties.
17. **Authority.** Each person signing this Agreement represents that he or she has the full authority to bind the party represented to a contract.
18. **COVID-19.** The parties agree to implement and follow a protocol and other precautions as set forth in accordance with the State of Illinois and the Illinois Department of Public Health.

(Signature page to follow)

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

**Champaign County Department of Planning
and Zoning**

By: _____
Paul N. Ellinger, Comptroller

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Champaign County
Department of

**PLANNING &
ZONING**

**Brookens Administrative
Center**

1776 E. Washington Street
Urbana, Illinois 61802

(217) 384-3708

zoningdept@co.champaign.il.us

www.co.champaign.il.us/zoning

TO: Environment and Land Use Committee

FROM: John Hall, Director

DATE: January 31, 2025

**RE: Authorize the use of the Champaign County seal or logo in support of
SB1394 establishing a statutory requirement for Household Hazardous
Waste Extended Producer Responsibility**

BACKGROUND

The Champaign County Environmental Stewards (CCES) has requested that Champaign County allow the use of the County seal or logo on a proposed handout to support the adoption of SB1394 (see attached) that proposes the Household Hazardous Waste Stewardship Act.

The Household Hazardous Waste Stewardship Act will implement a type of “extended producer responsibility” that will require manufacturers of household products that contain hazardous substances to create and participate in a stewardship program to finance and manage the safe collection of and disposal of leftover hazardous household products.

Also attached is an existing handout by the Illinois Product Stewardship Council (ILPSC) that summarizes the intended benefits of an Extended Producer Responsibility Program.

The Illinois Product Stewardship Council (ILPSC) intends to create a handout supporting adoption of SB1394 and would like to use the Champaign County seal or logo on the handout in addition to other county seals or logos and the seals or logos of non-profit organization like the Champaign County Environmental Stewards.

ATTACHMENTS

- A Illinois Product Stewardship Council (ILPSC) handout on Extended Producer Responsibility**
- B SB1394 creating Household Hazardous Waste Stewardship Act**

TACKLING ILLINOIS' HHW PROBLEM

Extended Producer Responsibility (EPR) for Household Hazardous Waste

Senator Koehler and Representative Chung will be introducing a bill in 2025 that will require a producer-funded program to support and expand collection of household hazardous waste (HHW) throughout the state. If improperly managed, HHW poses risks to human health and the environment. The program will build upon an existing system of collection events and permanent facilities already established by local governments and the state.

THE CHALLENGE:

- ▶ Leftover household products, such as cleaners, pesticides, paint remover, and pool chemicals can pose serious health and environmental risks when stored in garages, basements, closets, and sheds or when improperly disposed.
- ▶ These products are a significant cost for state and local governments to properly manage, and a sustainable system of financing is needed.
- ▶ Although state and local governments have established HHW collection services in many parts of the state, many areas remain underserved.



THE SOLUTION:

EPR for HHW

EPR for HHW holds producers (product brands) responsible for financing and managing the safe collection and disposal of leftover hazardous products.

EPR will require producers to:

- Share in the cost to responsibly manage the waste from their products.
- Improve access to, and convenience of, HHW collection services.
- Provide consumers with information about where they can safely dispose of their HHW.

EPR will:

- Increase the amount of HHW collected, reducing risks to human health and the environment.
- Provide more equitable services to underserved communities.
- Shift the costs of managing HHW to producers, reducing the burden on taxpayers and governments.
- Provide an incentive for producers to reduce the toxicity of products.

Contact Us:

Walter Willis, SWALCO
wwillis@swalco.org



Learn More
illinoispspc.org

WHAT WOULD THIS LEGISLATION DO?

PRODUCERS



- Producers of products with hazardous characteristics will form and fund one (or more) producer responsibility organization (PRO) to implement the law.
- Producers will submit a stewardship plan showing how they will meet their obligations under the legislation including meeting a collection convenience standard.
- Producers will reimburse local governments and the state for collection and proper disposal of HHW. Collection costs will be fully covered from the start with disposal costs phased in to 90% over several years.
- Producers will document the effectiveness of the state-wide program for HHW by submitting annual reports to the Illinois EPA.

GOVERNMENTS



- Local governments will provide the PRO(s) with information about the type and amount of materials collected through their HHW sites and the cost of that collection.
- The Illinois EPA will continue to manage the HHW disposal contract that local governments use.
- The Illinois EPA will continue to require all collected HHW to be managed in an environmentally sound manner.

CONSUMERS



- HHW collection services will continue to be free for those using the program. HHW collection sites will continue to accept all products they currently do.
- Residents in currently underserved areas will see increased access to collection services.
- The PRO and retailers will provide consumers with program information about accepted products and collection site details.

Proven EPR Success

Illinois has enacted similar EPR bills for electronics, paint, batteries, mercury-containing products, and pharmaceuticals. Vermont is currently implementing the nation's first HHW EPR law, which was enacted in 2023.

Contact Us:

Walter Willis, SWALCO
wwillis@swalco.org



Learn More
illinoispspc.org



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB1394

Introduced 1/29/2025, by Sen. David Koehler

SYNOPSIS AS INTRODUCED:

New Act

Creates the Household Hazardous Waste Stewardship Act. Requires manufacturers, beginning January 1, 2027, to implement a stewardship program for covered products. Details manufacturer obligations under the stewardship program, including in the context of a stewardship organization comprised of manufacturers. Requires registration by April 1, 2026, and annually, for each manufacturer who sells covered products in the State and each stewardship organization. Details the roles of retailers and collections sites. Outlines stewardship plan components. Provides requirements for the Environmental Protection Agency for stewardship plan approval. Details requirements for a stewardship organization implementing a stewardship plan, as well as other statewide collection requirements. Details reporting requirements. Requires a stewardship organization to pay to the Agency an annual fee of \$200,000, split if there is more than one stewardship organization. Provides for responsibilities for the Agency. Provides for immunity from antitrust laws. Provides for rulemaking authority for the Agency. Provides for civil and criminal penalties. Allows collection of covered products by a premium collection service. Makes findings. Defines terms. Effective immediately.

LRB104 06517 BDA 16553 b

1 AN ACT concerning safety.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Household Hazardous Waste Stewardship Act.

6 Section 5. Findings. The General Assembly finds that:

7 (1) It is in the best interest of the State of Illinois for
8 manufacturers of products for household use that contain
9 hazardous substances to assume responsibility for the
10 development, financing, and implementation of a statewide
11 stewardship program that conveniently serves all areas of the
12 State for the collection and environmentally sound management
13 of waste from those products. There are hundreds of products
14 purchased by consumers that contain hazardous substances,
15 including, but not limited to, aerosol products, fertilizers,
16 herbicides, pesticides, fluorescent lamps, furniture stripper
17 and varnish, gasoline, kerosene, used oil, antifreeze,
18 electronic cigarettes, household cleaners, solvent cleaners,
19 and pool or hot tub chemicals.

20 (2) Improper management and disposal of household
21 hazardous waste is a threat to public health and the
22 environment.

23 (3) In 1991, the need for household hazardous waste

1 collection programs throughout the State was recognized and
2 the Household Hazardous Waste Collection Act was enacted.
3 Since then, the Illinois Environmental Protection Agency and
4 local governments have worked together to support collection
5 events and develop 5 permanent household hazardous waste
6 collection facilities. However, these existing services do not
7 provide convenient collection services statewide, and the cost
8 of these programs for the Agency and local governments exceeds
9 \$6,000,000 annually.

10 Section 10. Definitions. In this Act:

11 "Agency" means the Illinois Environmental Protection
12 Agency.

13 "Agency contractor" means the company under a contractual
14 agreement with the Agency to provide transportation and final
15 disposition of covered products collected by collection sites.

16 "Antifreeze" means propylene glycol or ethylene glycol,
17 including aggregated batches of propylene glycol or ethylene
18 glycol, used as a heat transfer medium in an internal
19 combustion engine; heating, ventilating, and air conditioning
20 units; and electronics cooling applications; or used for
21 winterizing equipment.

22 "Brand" means a name, symbols, words, or marks that
23 identify a covered product and attribute the product to the
24 owner of the brand as the manufacturer.

25 "Collection cost" means costs related to the collection of

1 covered products, including, but not limited to, facility
2 siting costs; facility permitting costs; facility construction
3 costs; facility maintenance costs; equipment costs; fork lift
4 costs; truck costs; labor and benefits; costs for supplies,
5 including traffic control devices, test kits for unknown
6 waste, tape, plastic sheeting, and spill clean-up kits;
7 building and equipment maintenance costs; event costs,
8 including marketing costs; third-party contractor costs,
9 including event set-up costs; environmental service fees;
10 insurance fees; costs for shipping containers and materials;
11 pallet costs; and personal protective equipment costs.

12 "Collection site" means a permanent facility permitted by
13 the Agency to accept, manage, and store covered products or a
14 location where a one-day collection event is held to collect
15 covered products which are then transported offsite for proper
16 management.

17 "Covered entity" means any person who presents a covered
18 product to a collection site from that person's use at a
19 household, with the exception of large quantity generators,
20 small quantity generators, or very small quantity generators.

21 "Covered product" means any product offered for retail
22 sale for household use contained in the receptacle in which
23 the product is offered for retail sale, except for used oil,
24 antifreeze, gasoline, and kerosene, if the product has any of
25 the following characteristics:

26 (1) the physical properties of the product meet the

1 criteria for characteristic wastes under the federal
2 Resource Conservation and Recovery Act of 1976, 42 U.S.C.
3 6901 et seq., including ignitability, corrosivity,
4 reactivity or toxicity as defined in 40 CFR 261.20 to
5 261.24;

6 (2) the physical properties of the product meet the
7 criteria for designation as a class 2, 3, 4, 5, 6 or 8
8 hazardous material, as defined in 49 CFR 173, by the
9 United States Department of Transportation under the
10 Hazardous Materials Transportation Act of 1975, 49 U.S.C.
11 5101 et seq.; or

12 (3) the product requires registration under the
13 Federal Insecticide, Fungicide, and Rodenticide Act, 7
14 U.S.C. 136.

15 "Covered product" includes:

16 (1) automotive fluids, including household "do it
17 yourself" used oil, as defined in 35 Ill. Adm. Code
18 739.100, and antifreeze; and

19 (2) a product added by rule under Section 70 of this
20 Act.

21 "Covered product" does not include:

22 (1) a covered battery, as defined in the Portable and
23 Medium-Format Battery Stewardship Act;

24 (2) a drug, as defined in 21 U.S.C. 321(g)(1); a
25 biological product, as defined in 42 U.S.C. 262(i); a
26 device, as defined by 21 U.S.C. 3231(h)(1); or any

- 1 combination of those items;
- 2 (3) products sold for commercial agricultural use that
3 require registration under the Federal Insecticide,
4 Fungicide, and Rodenticide Act, 7 U.S.C. 136;
- 5 (4) architectural paint or any other covered product,
6 as defined in the Paint Stewardship Act;
- 7 (5) a covered electronic device, as defined in the
8 Consumer Electronics Recycling Act;
- 9 (6) a vitamin or dietary supplement;
- 10 (7) a liquefied petroleum or other gas container,
11 cylinder or receptacle;
- 12 (8) a fire extinguisher;
- 13 (9) an oil filter;
- 14 (10) a smoke detector, ionizing type;
- 15 (11) ammunition, fireworks, explosives projectile
16 marine flares;
- 17 (12) potentially infectious medical waste, as defined
18 in Section 3.360 of the Illinois Environmental Protection
19 Act;
- 20 (13) electronic cigarettes, as defined in the
21 Prevention of Tobacco Use by Persons under 21 Years of Age
22 and Sale and Distribution of Tobacco Products Act, and
23 their apparatuses, including, but not limited to, vape
24 pods;
- 25 (14) an antimicrobial product that requires
26 registration under the Federal Insecticide, Fungicide, and

1 Rodenticide Act, 7 U.S.C. 136, and is labeled in
2 accordance with federal requirements for pesticide
3 products intended for household use only; and

4 (15) a product that is subtracted by rule under
5 Section 70 of this Act.

6 "Disposal cost" means the costs related to the final
7 disposition of the collected covered products.

8 "Environmental justice community" means environmental
9 justice community, as defined in the Illinois Solar for All
10 Program, as that definition is updated from time to time by the
11 Illinois Power Agency and the Administrator of the Illinois
12 Solar for All Program.

13 "Environmentally sound management" means management
14 practices implemented in a manner that is designed to protect
15 public health, safety, and the environment, including, but not
16 limited to:

17 (1) adequate recordkeeping;

18 (2) keeping detailed documentation of the methods used

19 to:

20 (A) manage covered products; and

21 (B) track and document the fate of covered
22 products from collection through final disposition
23 within this State and outside this State;

24 (3) performance audits and inspections;

25 (4) compliance with worker health and safety
26 requirements; and

1 (5) maintenance of adequate environmental liability
2 insurance and financial assurances for a stewardship
3 organization and contractors working for the stewardship
4 organization.

5 "Final disposition" means the point beyond which no
6 further processing takes place and the covered product has
7 been either transformed for direct use as a feedstock in
8 producing new products, discarded in a manner approved by the
9 Agency, processed for energy recovery in permitted facilities,
10 or incinerated without energy recovery in permitted
11 facilities.

12 "Manufacturer" means a person who:

13 (1) manufactures or manufactured a covered product
14 under its own brand or label for sale in the State;

15 (2) sells in the State under its own brand or label a
16 covered product produced by another supplier;

17 (3) owns a brand that it licenses or licensed to
18 another person for use on a covered product sold in the
19 State;

20 (4) imports a covered product manufactured by a person
21 without a presence in the United States into the United
22 States for sale in the United States;

23 (5) manufactures a covered product for sale in the
24 State without affixing a brand name; or

25 (6) is the manufacturer of a covered product sold,
26 offered for sale, or distributed in or into this State, as

1 defined in this Section, except if another party has
2 contractually accepted responsibility as a responsible
3 manufacturer and has joined a stewardship organization as
4 the manufacturer for that covered product.

5 "Manufacturer" does not include a person who
6 manufacturers, sells, licenses, or imports less than
7 \$5,000,000 of covered products in or into the United States in
8 a program year and provides documentation on an annual basis
9 with a stewardship organization that it is not a manufacturer
10 as defined by this Act.

11 "Orphan covered product" means a covered product for which
12 no manufacturer can be identified.

13 "Person" has the meaning given to that term in Section
14 3.315 of the Environmental Protection Act.

15 "Premium collection service" means collection service
16 provided at a location that is not a collection site such as
17 at-home pickup service, including curbside pickup service.

18 "Program year" means a calendar year. The first program
19 year is 2027.

20 "Retailer" means a person who first sells, through any
21 means, including a sales outlet, catalog, the Internet, or
22 electronic means, a covered product to a customer for
23 residential use or any permanent establishment where
24 merchandise is displayed, held, stored, or offered for sale to
25 the public.

26 "Stewardship organization" means a manufacturer that

1 directly implements a stewardship program required under this
2 Act, a corporation designated by a manufacturer or group of
3 manufacturers to implement a stewardship program under this
4 Act, or a nonprofit organization designated by a manufacturer
5 or group of manufacturers to implement a stewardship program
6 under this Act.

7 "Stewardship plan" means a plan developed by a
8 manufacturer or a stewardship organization that is consistent
9 with this Act and approved by the Agency. "Stewardship
10 program" means a program implemented by a stewardship
11 organization consistent with this Act and the approved
12 stewardship plan.

13 "Transfer facility" has the meaning given to that term in
14 35 Ill. Adm. Code 723.112.

15 "Transfer station" has the meaning given to that term in
16 Section 3.500 of the Environmental Protection Act.

17 "Transportation cost" means the cost associated with
18 loading and shipping covered products to a transfer station,
19 transfer facility, or final disposition location.

20 Section 15. Requirement that manufacturers implement a
21 stewardship program.

22 (a) Beginning January 1, 2027, a manufacturer selling,
23 making available for sale, or distributing covered products in
24 or into the State of Illinois shall participate in the
25 approved stewardship plan.

1 (b) Beginning January 1, 2027, no manufacturer shall sell
2 covered products covered by this Act in or into the State who
3 does not participate in a stewardship organization and
4 stewardship plan.

5 (c) Beginning January 1, 2027, no manufacturer shall sell
6 covered products covered by this Act unless the product is
7 labeled with a brand and the original manufacturer is
8 identified on the label.

9 Section 20. Manufacturer obligations.

10 (a) A manufacturer shall establish, fund, and implement a
11 stewardship program individually or collectively as part of a
12 stewardship organization. The proportion of funding by
13 manufacturers shall be:

14 (1) 100% of the collection cost for all collection
15 sites in an approved stewardship program; and

16 (2) 50% of the transportation cost and disposal cost
17 for covered products and orphan covered products in
18 program year 2027, 60% in 2028, 70% in 2029, 80% in 2030
19 and thereafter manufacturers shall be responsible for 90%
20 of the transportation cost and disposal cost for covered
21 products and orphan covered products unless the Agency is
22 not appropriated funding by the State in which case
23 manufacturers shall be responsible for 100% of the
24 transportation cost and disposal cost; and

25 (3) 100% of the collection cost, transportation cost,

1 and disposal cost for collection sites operated by the
2 stewardship organization.

3 (b) If there is more than one stewardship organization
4 representing manufacturers, manufacturers shall jointly submit
5 a single stewardship plan that meets the requirements of
6 Section 40 and a single annual report that meets the
7 requirements of Section 55.

8 (c) If there is more than one stewardship organization,
9 manufacturers shall designate one stewardship organization to
10 enter into mutual agreements with collection sites.

11 (d) Each stewardship organization shall equitably allocate
12 stewardship program costs to manufacturers participating in
13 the stewardship program. The method of cost allocation shall
14 be included in the stewardship plan required under Section 40.

15 (e) A manufacturer, stewardship organization, or retailer
16 shall not charge:

17 (1) a specific point-of-sale fee to a covered entity
18 to recoup the costs of the stewardship program; or

19 (2) a specific fee at the time the covered products
20 are collected from a covered entity.

21 (f) A manufacturer or stewardship organization shall not
22 charge a fee to any person collecting covered products under
23 this Act.

24 (g) Beginning January 1, 2027, units of local government
25 and any person with a permanent collection site, an Agency
26 sponsored one-day collection site, or a contractually

1 obligated one-day collection site shall be included in the
2 stewardship organization's plan and stewardship program and
3 shall be counted toward complying with the collection
4 requirements in Section 50. A stewardship organization must
5 reimburse collection sites for collection costs incurred due
6 to serving as a collection site for a stewardship program. A
7 stewardship organization must establish a mutual agreement
8 with each collection site and provide reimbursement for
9 collection costs no less frequently than every 3 months.

10 (h) A stewardship organization must reimburse the Agency's
11 contractor for transportation costs and disposal costs
12 incurred by the Agency's contractor for the transportation
13 cost and disposal cost incurred by the collection sites. A
14 stewardship organization must establish a mutual agreement
15 with the Agency and provide reimbursement to the Agency's
16 contractor in compliance with the Agency's contract with its
17 contractor.

18 (i) A stewardship organization must accept and fund the
19 collection, transportation, and disposal costs associated with
20 orphan covered products.

21 (j) A stewardship organization is not responsible for
22 funding the cost associated with premium collection service.

23 Section 25. Manufacturer registration.

24 (a) By April 1, 2026, and by April 1 of each year
25 thereafter for the upcoming program year, beginning with

1 program year 2027, each manufacturer who sells covered
2 products in the State must register with a stewardship
3 organization by submitting to the stewardship organization a
4 list of all the brands under which the manufacturer sells or
5 offers for sale in the State. Each stewardship organization
6 shall subsequently register with the Agency, on a form
7 prescribed by the Agency, and provide a list of all the brands
8 and manufacturers covered by the stewardship organization.

9 (b) By January 1, 2027, each stewardship organization
10 shall post on the single, coordinated website, as required by
11 Section 40, a list of all registered manufacturers and
12 associated brands.

13 (c) Beginning in program year 2027, a manufacturer whose
14 covered products are sold or offered for sale in this State for
15 the first time on or after April 1 of the program year must
16 register with a stewardship organization within 30 days after
17 the date the covered products are first sold or offered for
18 sale in the State. The stewardship organization must provide
19 the Agency the name of the manufacturer and its brand or
20 brands, in writing, within 30 days of the date the
21 manufacturer registered with the stewardship organization.

22 (d) Beginning in program year 2027, no manufacturer may
23 sell or offer to sell a covered product in this State unless
24 the manufacturer is registered and operates a stewardship
25 program either individually or as part of a stewardship
26 organization.

1 Section 30. Role of retailers.

2 (a) Beginning July 1, 2027, a retailer may not sell, offer
3 for sale, distribute, or otherwise make available for sale a
4 covered product unless the manufacturer of the covered product
5 is identified as a participant in a stewardship organization
6 whose stewardship plan has been approved by the Agency.

7 (b) A retailer is not in violation of the requirements of
8 subsection (a) of this Section if the website made available
9 under subsection (b) of Section 25 lists the manufacturer as a
10 participant in a stewardship organization whose stewardship
11 plan has been approved by the Agency.

12 (c) A retailer selling or offering covered products for
13 sale in the State shall provide information to covered
14 entities, provided by the stewardship organization, regarding
15 available end-of-life management options for covered products.
16 The information that a stewardship organization must make
17 available to retailers for use by retailers must include, but
18 is not limited to, in-store signage, written materials, and
19 other promotional materials that retailers may use to inform
20 customers of the available end-of-life management options for
21 covered products.

22 Section 35. Role of collection sites.

23 (a) Collection sites must keep accurate records to
24 demonstrate collection costs associated with the stewardship

1 program.

2 (b) Collection sites must provide data as required by a
3 stewardship organization to comply with the requirements of
4 Section 55.

5 Section 40. Stewardship plan components.

6 (a) By June 1, 2026, each stewardship organization must
7 coordinate and submit to the Agency for approval a single
8 stewardship plan for covered products. The Agency shall review
9 and approve a plan based on whether it:

10 (1) lists each manufacturer and brand of covered
11 products registered with each stewardship organization,
12 including manufacturers who have contractually accepted
13 responsibility as a manufacturer in accordance with
14 paragraph (6) of the definition of "manufacturer" in this
15 Act;

16 (2) provides for free, convenient, and accessible
17 statewide access for the collection of covered products
18 from covered entities in the State;

19 (3) describes how retailers will be made aware of
20 their obligation to sell only covered products from
21 manufacturers participating in an approved stewardship
22 plan;

23 (4) describes the education and communications
24 strategy being implemented to promote participation in the
25 stewardship program by covered entities and provides the

1 information necessary for effective participation in the
2 stewardship program, including the development of a single
3 website and providing information to retailers under
4 subsection (c) of Section 30 of this Act;

5 (5) describes the information to be provided on a
6 single website, including, but not limited to, information
7 about collection site locations, including a map showing
8 the locations of all collection sites, hours of operation,
9 contact information, and a list of acceptable covered
10 products and nonacceptable items;

11 (6) describes efforts by manufacturers to reduce the
12 environmental health and safety impacts of covered
13 products;

14 (7) provides for the environmentally sound management
15 of covered products;

16 (8) provides the name, location and permit status of
17 final disposition facilities where covered products will
18 be transported and the covered products managed by each
19 final disposition facility;

20 (9) demonstrates compliance with the collection
21 convenience standard requirements in Section 50;

22 (10) describes how data regarding the covered products
23 collected in a program year will be reported, including
24 independent data for each collection site regarding the
25 amount of covered products collected and the number of
26 covered entities that participated in the stewardship

1 program;

2 (11) describes how a stewardship organization will
3 incorporate existing permanent collection sites and
4 one-day collection sites into the stewardship program;

5 (12) describes the method to establish and administer
6 a means for fully funding the stewardship program in a
7 manner that equitably distributes the stewardship
8 program's costs among the manufacturers that are part of
9 each stewardship organization. For manufacturers that
10 choose to meet the requirements of this Act individually,
11 without joining a stewardship organization, the plan must
12 describe the proposed method to establish and administer a
13 means for fully funding the stewardship program; and

14 (13) describes efforts that will be made to ensure
15 that areas designated as environmental justice communities
16 will have convenient access to collection sites.

17 (b) A stewardship organization must submit a new
18 stewardship plan to the Agency for approval no less than every
19 5 years.

20 (c) A stewardship organization must provide plan
21 amendments to the Agency for approval when proposing changes
22 to the approved stewardship plan or when requested by the
23 Agency due to deficiencies in the stewardship program being
24 implemented under the stewardship plan in effect.

25 Section 45. Stewardship plan approval.

1 (a) The Agency shall approve the proposed stewardship plan
2 if each manufacturer participating in the stewardship plan has
3 registered under Section 25 and the stewardship plan
4 demonstrates compliance with the requirements of Section 40.

5 (b) Within 90 days after receiving the stewardship plan,
6 the Agency shall either approve, reject, or approve with
7 modification the stewardship plan in writing for each
8 stewardship organization. If the Agency rejects the
9 stewardship plan, it shall provide the reason for the
10 rejection in the written notification to the stewardship
11 organization.

12 (c) No later than 60 days after receipt of a notice of
13 rejection under subsection (b) of this Section, a revised
14 stewardship plan must be submitted to the Agency. Within 30
15 days after receipt of the revised stewardship plan, the Agency
16 shall either approve or reject the revised stewardship plan in
17 writing for the stewardship organization.

18 (d) After approval, manufacturers must, either
19 individually or collectively as a stewardship organization,
20 initiate operation of the stewardship program outlined in the
21 stewardship plan no later than January 1, 2027.

22 Section 50. Collection convenience standard requirements.

23 (a) A stewardship organization implementing a stewardship
24 plan must provide for the collection of all covered products
25 to all covered entities on a free, continuous, and statewide

1 basis. If there is more than one stewardship organization,
2 those stewardship organizations may coordinate and meet the
3 requirements of this Section jointly.

4 (b) For covered products, by the beginning of program year
5 2027, statewide collection requirements must include all
6 permanent collection sites permitted to collect covered
7 products as of January 1, 2027, all Agency sponsored one-day
8 collection sites under which the Agency has an agreement to
9 conduct one-day events, and all one-day collection sites that
10 are contractually obligated by any person.

11 (c) For covered products, statewide collection
12 requirements by the beginning of program year 2029 must
13 include:

14 (1) at least one collection site that is a permanent
15 collection site for covered products within a 15-mile
16 radius for at least 60% of State residents; and

17 (2) at least one collection site that is a one-day
18 collection site for covered products within a 25-mile
19 radius for at least an additional 20% of State residents.

20 (d) For covered products, statewide collection
21 requirements by the beginning of program year 2030 must
22 include:

23 (1) at least one collection site that is a permanent
24 collection site for covered products within a 15-mile
25 radius for at least 70% of State residents; and

26 (2) at least one collection site that is a one-day

1 collection site for covered products within a 25-mile
2 radius for at least 25% of State residents.

3 (e) Collection convenience shall be for at least the
4 number of hours allowed by the site's Agency permit for a
5 permanent collection site. Collection convenience for a
6 one-day collection site shall be at least once per year or as
7 contractually obligated and shall be at least 6 hours in
8 length per collection event.

9 Section 55. Reporting requirements.

10 (a) By June 1, 2028, and each June 1st thereafter, each
11 stewardship organization must coordinate and submit a single
12 annual report to the Agency covering the preceding program
13 year and post the annual report on its website. The report must
14 include the following:

15 (1) an independent financial assessment of the
16 stewardship program implemented by each stewardship
17 organization, including a breakdown of the program's
18 expenses, including, but not limited to, collection cost,
19 disposal cost, transportation cost, and administrative
20 cost;

21 (2) a summary financial statement documenting the
22 financing of each stewardship organization's program and
23 an analysis of program costs and expenditures. A
24 stewardship organization implementing similar programs in
25 other states may submit a financial statement, including

1 all other covered states, if the statement breaks out
2 financial information pertinent to Illinois;

3 (3) a breakdown of the type and manifested weight of
4 covered products collected by the stewardship program for
5 each collection site and the number of covered entities
6 who brought covered products to each collection site;

7 (4) the name and address of each collection site used
8 to collect covered products, including an up-to-date map
9 indicating the location of all collection sites;

10 (5) a breakdown of the final disposition of the
11 covered products including a list of the facilities used
12 in the disposition of the covered products that includes
13 the name and geographic location of the facilities and any
14 violations of environmental laws and regulations over the
15 previous 3 years at each facility;

16 (6) an assessment of whether the collection
17 convenience standard requirements in Section 50 have been
18 met or not;

19 (7) a description of the education and communication
20 efforts, including examples of marketing materials and
21 efforts used, including an assessment of the success of
22 the educational efforts; and

23 (8) any recommendations for changes to the stewardship
24 program.

25 (b) Proprietary information submitted to the Agency under
26 this Act is exempted from disclosure as provided under

1 paragraphs (g) and (mm) of subsection (l) of Section 7 of the
2 Freedom of Information Act.

3 (c) Within 30 days after Agency approval of the annual
4 report, the annual report shall be posted to the program
5 website required under paragraph (5) of subsection (a) of
6 Section 40.

7 Section 60. Fee and Agency role.

8 (a) By July 1, 2026, and by July 1 of each year thereafter,
9 a stewardship organization shall pay to the Agency an annual
10 fee of \$200,000. If there is more than one stewardship
11 organization, the stewardship organizations shall equitably
12 split the annual fee of \$200,000. The fee shall cover the
13 Agency's full costs of implementing, administering, and
14 enforcing this Act. The annual fee shall be deposited into the
15 Solid Waste Management Fund to be used for costs associated
16 with the administration of this Act.

17 (b) The responsibilities of the Agency in implementing,
18 administering and enforcing this Act include:

19 (1) reviewing submitted stewardship plans and plan
20 amendments and making determinations as to whether to
21 approve the plan or plan amendment;

22 (2) reviewing annual reports submitted under Section
23 55 within 90 days after submission to ensure compliance
24 with that Section;

25 (3) maintaining a link on its website to the single

1 website required under paragraph (5) of subsection (a) of
2 Section 40;

3 (4) maintaining the list of registered manufacturers
4 on its website; and

5 (5) providing technical assistance to producers,
6 retailers and collection sites related to the requirements
7 of this Act.

8 Section 65. Antitrust immunity. The activities authorized
9 by this Act require collaboration among the covered
10 manufacturers and the collection sites. These activities will
11 enable safe and secure collection, transportation, and
12 disposal of covered products in Illinois and are, therefore,
13 in the best interest of the public. The benefits of
14 collaboration, together with active State supervision,
15 outweigh potential adverse impacts. Therefore, the General
16 Assembly intends to exempt State antitrust laws and provide
17 immunity through the state action doctrine from federal
18 antitrust laws, activities that are undertaken under this Act
19 that might otherwise be constrained by such laws. The General
20 Assembly does not intend to authorize any person or entity to
21 engage in activities not provided for by this Act, and the
22 General Assembly neither exempts nor provides immunity for
23 such activities.

24 Section 70. Rulemaking authority. The Agency may adopt

1 rules to implement this Act.

2 Section 75. Penalties and civil actions.

3 (a) Any person who violates any provision of this Act is
4 liable for a civil penalty of \$7,000 per violation, except
5 that failure to pay a fee under this Act shall cause the person
6 who fails to pay the fee to be liable for a civil penalty that
7 is double the applicable fee.

8 (b) The penalties provided in this Section may be
9 recovered in a civil action brought in the name of the People
10 of the State of Illinois by the State's Attorney of the county
11 in which the violation occurred or by the Attorney General.
12 Any penalties collected under this Section in an action in
13 which the Attorney General has prevailed shall be deposited
14 into the Environmental Protection Trust Fund, to be used in
15 accordance with the provisions of the Environmental Protection
16 Trust Fund Act.

17 (c) The Attorney General or the State's Attorney of a
18 county in which a violation occurs may institute a civil
19 action for an injunction, prohibitory or mandatory, to
20 restrain violations of this Act or to require such actions as
21 may be necessary to address violations of this Act.

22 (d) The penalties and injunctions provided in this Act are
23 in addition to any penalties, injunctions, or other relief
24 provided under any other State law. Nothing in this Act bars a
25 cause of action by the State for any other penalty,

1 injunction, or other relief provided by any other law.

2 (e) Any person who makes a false, fictitious, or
3 fraudulent material statement, orally or in writing, to the
4 Agency, related to or required by this Act or any rule adopted
5 under this Act commits a Class 4 felony, and each such
6 statement or writing shall be considered a separate Class 4
7 felony. A person who, after being convicted under this
8 subsection, violates this subsection a second or subsequent
9 time commits a Class 3 felony.

10 Section 80. Collection of covered products using premium
11 collection service. Nothing in this Act shall prevent or
12 prohibit a person from offering or performing a fee-based,
13 household collection of covered products provided such
14 person's premium collection services must be performed in
15 compliance with all applicable federal, State, and local laws
16 and requirements, including, but not limited to, all
17 applicable U.S. Department of Transportation laws and
18 regulations, and all applicable provisions of the
19 Environmental Protection Act. Such person collecting covered
20 products may make available to the stewardship organization
21 some or all of the covered products collected using premium
22 collection service at no expense. After consolidation of some
23 or all of the covered products at the person's facilities, the
24 transport to and processing of such covered products by the
25 stewardship organization's processors of some or all of the

1 covered products shall be at the stewardship organization's
2 expense. The stewardship organization may count the households
3 serviced by premium collection service toward the collection
4 and convenience standard requirements in Section 50 of this
5 Act.

6 Section 97. Severability. The provisions of this Act are
7 severable under Section 1.31 of the Statute on Statutes.

8 Section 99. Effective date. This Act takes effect upon
9 becoming law.