



SOLID WASTE AGENCY OF LAKE COUNTY, IL

**MEMORANDUM**

To: Michael Talbett, Chairman, Executive Committee  
From: Walter S. Willis, Executive Director  
Subject: July Meeting Notice Information  
Date: July 3, 2024

NSW/AB

Attached you will find the agenda for our next meeting at 12 pm on July 11, 2024, the minutes from the May 9, 2024, meeting, and the referenced consent, action and informational items.

Please let Amy Bartemio know if you will be attending or not, this meeting will be held in person with food and drinks served.

**SOLID WASTE AGENCY OF LAKE COUNTY, IL**  
**EXECUTIVE COMMITTEE**  
**Thursday, July 11, 2024, 12:00 pm**  
**1311 N. Estes Street, Gurnee, IL. 60031**

1. CALL TO ORDER.....Chairman Talbett
2. ROLL CALL .....Secretary
3. APPROVAL OF MINUTES  
    *May 9, 2024*
4. NEW AGENDA ITEMS
5. PUBLIC COMMENT ON AGENDA ITEMS
6. EXECUTIVE COMMITTEE ITEMS .....Chairman Talbett

**Consent Items**

1. Expenditure Reports (April & May 2024)

**Action Items**

1. Fiscal Year 2023 Audit
2. Intergovernmental Agreement with IEPA
3. PSI Proposal to Assist in Drafting an EPR bill for HHW

**Information Items**

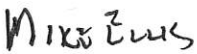
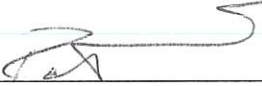


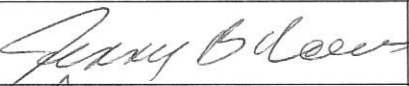


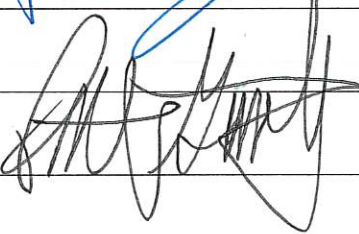
1. Project and Program Updates

7. EXECUTIVE SESSION – 5 ILCS 120/2(c)(1) *Executive Director Annual Review*  
    5 ILCS 120/2.06 *Closed Session Minute Review*
8. ADJOURNMENT

# SOLID WASTE AGENCY OF LAKE COUNTY (SWALCO) EXECUTIVE COMMITTEE

SIGN IN SHEET

May 9, 2024

<b>REPRESENTATIVE</b>	<b>SIGNATURE</b>	<b>TITLE</b>
ELLIS		VILLAGE MANAGER
MUETZ		VILLAGE ADMINISTRATOR
NORRIS	VIA phone	MAYOR EMERITUS
ROTHING		VILLAGE PRESIDENT
TALBETT		VILLAGE ADMINISTRATOR
WAGENER	→	TRUSTEE
ROSS		TRUSTEE
WASIK		LAKE COUNTY BOARD
IRVIN		VILLAGE ADMINISTRATOR
Peter Garrity		SWALCO BOD CHAIRMAN

# PUBLIC SIGN-IN SHEET

(Executive Committee Meeting)

Name

Address

Representing

NONE in Attendance

*(Signature)*

Date: 05/09/2024



SOLID WASTE AGENCY OF LAKE COUNTY, IL

	A	B	C	D	E	F	G	H	I	J	K	L
1			SWALCO EXECUTIVE BOARD VOTING RECORD - May 9, 2024									
2			Minutes		Expenses Jan FEB MAR		How Contract Renewal		Geo-Logic Agreement SWMP		CAC Advisory	
3	Attendance		A	N	A	N	A	N	A	N	A	N
4	MIKE ELLIS	✓			✓		✓		✓			
5	PATRICK MUETZ	✓			✓		✓		✓			
6	JOHN NORRIS	Phone			✓		✓		✓			
7	BUD ROTHING	✓			✓		✓		✓			
8	MICHAEL TALBETT	✓			✓		✓		✓			
9	JOHN WAGENER	—			—		—					
10	DREW IRVIN	✓			✓		✓		✓			
11	JENNY ROSS	✓			✓		✓		✓			
12	JOHN WASIK	✓			✓		✓		✓			

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Der Kern Attendance via phone

Unity approve

## MINUTES

### SOLID WASTE AGENCY OF LAKE COUNTY, IL EXECUTIVE COMMITTEE

Thursday, May 9, 2024, 12:00 pm  
1311 N. Estes Street, Gurnee, IL. 60031

#### CALL TO ORDER

Chairperson Michael Talbett called the meeting to order at 12:00 pm with (7) members in attendance. John Norris attending via phone (not counted towards physical quorum). Derke Price, J.D., attending via phone.

#### APPROVAL OF MINUTES

Motion by *Mike Ellis* seconded by *Drew Irvin* to approve the *Executive* meeting minutes of 02.08.2024  
*Motion was unanimously approved.*

#### NEW AGENDA ITEMS -- None

#### PUBLIC COMMENT - None

#### EXECUTIVE COMMITTEE ITEMS -- None

#### CONSENT ITEM

1. Expenditure Reports (January, February & March 2024).  
Motion by *Drew Irvin*, seconded by *Jenny Ross*.  
*Motion was approved on a roll call of 8 to 0.*

#### ACTION ITEMS

1. **Proposed SWANCC IGA HCW Event Agreement**

Joe Martino presented a letter of extension issued to Veolia ES Technical Services dated April 30, 2024. The Letter of Extension serves as an annual review for the need for continuation of services, work performance, and acceptable pricing. It also is declaring intent for SWALCO to retain Veolia's services from May 1, 2024, to April 30, 2025.

Motion by *Drew Irvin*, seconded by *Pat Muetz* to ratify and approve the contract extension with Veolia ES Technical Services. *Motion was approved on a roll call vote of 7 to 0.*

2. **Geo-Logic Associates Proposal**

Walter Willis presented and discussed Geo-Logic's proposal for assistance in preparing the 2024 Plan Update. Previously, the Executive Committee approved a contract with APTIM at its February 2024 meeting. Since that time the key personnel from APTIM's St. Charles office, who have worked on the previous Plan Updates, left the company and have been hired by Geo-Logic. No expenses were incurred on the project nor was a signed contract ever sent to APTIM. Scope of work and associated cost remain the same.

Motion by *Drew Irvin*, seconded by *Bud Rothing* to approve the contract subject to final approval from legal counsel. *Motion was approved on a roll call vote of 7 to 0.*

to dramatically increase traffic on these portions of the website. SWALCO also teamed with our electronics recycler, ERI, who was awarded a \$5M grant from DOE to increase participation by consumers in electronics recycling and battery recycling. Finally, we submitted another grant application with the Metro Mayors that if awarded would fund a program to collect gas powered mowers, leaf blowers and trimmers from residents in return for a voucher to buy an electric powered alternative. This award will be announced in June of this year.

- Emily Wachter, as a Communications Associate, started her employment on April 15th. The money we receive from the REO grant will be used to fund this position for the next 6 months. Emily graduated from Lake Forest College in 2022 and has a BA in Studio Art and Minor in Digital Media Design. We are very excited to have Emily help us with our website, social media presence, the REO grant work, and growing awareness of our programs (to name a few work tasks). She has hit the ground running and is doing a great job.
- SWALCO's website has a new look, much improved over our old website.
- Joe Martino is working on obtaining bids to replace the back-up generator. This project will likely cost nearly \$160,000 all in to take out the old one and install a new one. This will nearly deplete our Capital Project Fund, which we will need to discuss in the upcoming budget for next fiscal year.
- SWALCO is teaming with numerous other entities as part of the Council of the Great Lakes Region initiative to recycling more plastic film and has joined a work group focused on increasing collection of plastic film at retail locations in Lake County and the entire Great Lakes Region. We are also planning to collect boat film again this year as we did last year (nearly a full semi-trailer of film was collected last year).
- Recent hauler bids in Lake Villa, Lake Villa Township, Gurnee and Warren Township indicate that pricing is going up and significantly. Typically, we are only receiving 3 proposals as compared to 5 or 6 in year's past. If you are planning to go out for proposals, please leave at least 7 or 8 months before your contract expires. Also, if you have leaf vacuum service, only LRS is routinely bidding that service WM won't bid it and Groot for the most part won't either, both are offering unlimited bagged collection in place of leaf vac. Lake Villa, Lake Villa Township, Gurnee and Warren Township all have leaf vac service and none of them wanted to transition to having the residents bag their leaves. We are currently doing a survey of businesses in Lindenhurst who is considering issuing a RFP for commercial collection. Wauconda recently started its 3-year study on recycling participation as part of the process of moving towards a commercial franchise of its own.
- The Reynolds Hefty ReNew program will kick off this fall in about a dozen units of local government in Lake County that have LRS as their hauler and whose recyclables are direct hauled to LRS' MRF in Northbrook. We have a kick-off meeting for those units of local government on May 20th and we will be working over the summer to develop a communications program in each unit of local government, so we are ready for the launch this fall.

**EXECUTIVE SESSION:** None

**NEXT EXECUTIVE COMMITTEE MEETING:** Thursday, July 11, 2024 - 12:00 p.m.

**NEXT BOARD MEETING:** Thursday, August 22, 2024 – 6:00 p.m., Hainesville

**ADJOURNMENT (1:10 p.m.):** Motion by *Mike Ellis* seconded by *Drew Irvin* to adjourn.  
*Motion was approved on a roll call vote of 7 to 0.*



May 2, 2024

Mr. Walter Willis  
Executive Director  
Solid Waste Agency of Lake County  
1311 N. Estes Street  
Gurnee, Illinois 60031

Subject: Proposal - 2024 Solid Waste Management Plan Update

Dear Walter:

Pursuant to your request, Geo-Logic Associates (GLA) is providing this proposal to assist the Solid Waste Agency of Lake County (SWALCO) in the development of the 2024 Five-Year Plan Update to the Lake County Solid Waste Management Plan. Our proposed scope of services includes the activities identified below:

**Scope of Services**

1. **Demographic Analysis:** In order to forecast future waste quantities, GLA will research and analyze demographic data (e.g., population, number of households, and employment) and trends in demographic parameters. GLA will use published sources of demographic data including Lake County, U.S. Census, and Chicago Metropolitan Agency for Planning (CMAP). The data and analysis will be compiled into a chapter for inclusion in the draft 2024 Plan Update.
2. **Waste and Recycling Projections.** Using SWALCO's internal database of Lake County waste information, GLA will prepare current estimates of waste and recycling quantities. The types of data will include residential waste quantities reported by SWALCO member communities, commercial and construction debris quantities reported through Lake County's Hauler Licensing Ordinance, and municipal solid waste disposal quantities reported by the landfills located in Lake County. SWALCO data will be augmented if necessary with research into regional and State of Illinois waste quantity data. GLA will follow the reporting methodology contained in the 60% Recycling Goal Report and the most recent plan update. The waste quantity data collected in this task will be utilized to calculate current per capita disposal rates to assess progress towards the waste reduction goals established in the 60% Recycling Goal Report. In addition, current estimates of waste quantities will be analyzed in conjunction with demographic data to prepare forecasts of future waste quantities over the five-year planning term. All research and analysis will be summarized in a chapter for inclusion in the draft 2024 Plan Update.
3. **Review and Update of Plan Recommendations.** In conjunction with SWALCO staff, GLA will evaluate policy and program options to serve as the basis for the recommendations for the 2024 Plan Update. A summary of the implementation status of recommendations from the 2019 Plan Update will be compiled, and new or modified recommendations will be developed for the 2024 Plan Update. The recommendations will address administrative policies, waste diversion and waste disposal goals and programs, and any modifications to the requirements for siting of solid waste facilities.



4. Meetings. GLA will attend four (4) meetings during development of the 2024 Plan Update. An initial kickoff meeting will be held with SWALCO staff to review waste quantities maintained in SWALCO's database. GLA will then assist SWALCO staff with two Citizen Advisory Committee meetings (if SWALCO forms a committee) to review and discuss current plan provisions and potential future plan recommendations and strategies. Finally, GLA will attend a meeting of the SWALCO Board of Directors to present the 2024 Plan Update.
5. Draft and Final Report. GLA will prepare and compile a draft version of 2024 Plan Update for review and comment by SWALCO staff and the Citizens Advisory Committee. Comments will be incorporated into a final version of the 2024 Plan Update for submission to the SWALCO Board and the Lake County Board.

#### **Schedule and Budget**

A draft version of the 2024 Plan Update will be provided to SWALCO staff by August 30, 2024. The proposed schedule will allow four months at the end of calendar year 2024 for review by SWALCO staff and the Citizen Advisory Committee and then adoption of the plan update by the SWALCO and Lake County Boards.

GLA proposes to complete the above scope of services for a not-to-exceed budget of \$37,900 in accordance with the Client Professional Services Agreement and fee schedule in Attachment 1. All project costs will be billed on a time-and-materials basis. The proposed budget will not be exceeded without prior authorization from SWALCO.

Acceptance of this proposal and authorization to commence work can be provided by returning an executed copy of the Client Professional Services Agreement.

We look forward to working with SWALCO staff on the plan update. If you have any questions, please contact me at (630) 336-0344.

Sincerely,  
**Geo-Logic Associates**



*Devin A. Moose, P.E., DEE*  
Principal Engineer

## Attachment 1

# Client Professional Services Agreement

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## **CLIENT PROFESSIONAL SERVICES AGREEMENT**

This Client Professional Services Agreement ("Agreement") is made and shall be effective as of May 9, 2024, between Solid Waste Agency of Lake County, Illinois ("Client") and Geologic Associates, Inc. ("Consultant"). In consideration of the mutual promises set forth herein, Client and Consultant, at times referred to herein jointly as "Parties" and individually as a "Party", agree as follows:

1. **Scope of Services.** Consultant will perform certain services ("Services") in accordance with the scope of services set forth in Exhibit "A" ("Scope of Services"), attached hereto. Any change in the Scope of Services shall be authorized by written consent by Client and Consultant. Consultant may hire such independent consultants and subcontract such work as it considers necessary. Client agrees that if Client requests incidental or additional services not included within the Services, Client agrees to pay for all such incidental and/or additional services as extra work.

2. **Compensation.**

(a) Unless otherwise stated in Exhibit "B", Client shall compensate Consultant for the Services on a time and materials basis in accordance with the rates in the Rate Schedule set forth in Exhibit "B", which is attached hereto. Any change in the Rate Schedule shall be authorized by written consent of the Parties.

(b) **Additional Costs and Services**

- (i) Client shall pay for any reasonable additional charges from Consultant as extra work for services required on the part of Consultant to comply with applicable public agency policies, laws, regulations, ordinances, requirements or guidelines which become effective after the execution of this Agreement or any amendments to this Agreement.
- (ii) Client shall compensate Consultant for any emergency measures necessary for health or safety reasons which are not caused by Consultant's act or omissions.
- (iii) In the event that any work performed by Consultant (e.g., staking) is destroyed, damaged, or disturbed by an act of God or parties other than Consultant, the cost of redoing that work shall be paid for by Client as extra work.
- (iv) Client shall pay as extra work the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

3. **Estimated Time Schedule.** Consultant shall use reasonable efforts to complete the Services in accordance with the estimated time schedule in Exhibit C ("Estimated Time Schedule"), which is attached hereto. Any change in the Estimated Time Schedule for reasons other than the Force Majeure events described in Paragraph 18 below shall be authorized by written consent by Client and Consultant.

4. **Invoices and Payment.**

(a) In accordance with the Rate Schedule set forth in Exhibit "B", at regular intervals during performance of the Services, and upon completion of the Services, Consultant shall send an invoice to Client for its fees and expenses.

(b) Client shall pay the invoice within thirty (30) days of Client's receipt of the invoice. In the event of a dispute between Consultant and Client respecting the amount of payment due or the performance of Services, Client shall notify Consultant of such dispute and the reasons therefor within fifteen (15) days after Client's receipt of the invoice and shall pay for that portion of the invoice not in dispute within thirty (30) days after Client's receipt

of the invoice. If the parties are unable to resolve the dispute within fifteen (15) days after Consultant receives notification of the dispute, either Party may elect to submit the dispute for resolution pursuant to the Dispute Resolution procedures described in Paragraph 20. If Client fails to pay Consultant's invoice within thirty (30) days after such invoice is received (and there is no dispute with respect to the amount owed to Consultant) Consultant shall have the right to stop all work and withhold any and all data from Client until Consultant receives payment for all amounts then due which are not in dispute. Client shall pay an additional charge of one and one half percent (1½%) of the amount overdue (which is not in dispute) per month, or the maximum rate allowed by law, whichever is less, for each month payment is overdue. The foregoing additional charges shall apply to overdue disputed amounts to the extent the dispute is resolved in favor of Consultant. Payment shall first be applied to accrued interest and then to unpaid principal.

(c) Unless otherwise directed in writing, all invoices shall be submitted for payment to the following address:  
SWALCO, 1311 N. Estes Street, Gurnee, Illinois 60031

#### 5. Client's Duties and Obligations.

(a) Client will make available to Consultant all information readily available to Client regarding existing and proposed conditions of the site which will aid the Consultant in its investigation. Client agrees to advise Consultant of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Consultant any new information which becomes available to Client which may have a bearing on Consultant's investigation or which relates to information Consultant has requested from Client. Consultant shall not be liable to Client for any advice, judgment or decision based on any inaccurate information furnished by Client, its agents, its other consultants, federal, state or local governments or agencies or third parties. Client will indemnify, defend and hold harmless Consultant against claims, liabilities, damages, demands, suits, judgments, awards, losses, costs and expenses, including, without limitation, court costs, expenses of suits and reasonable attorneys' fees (collectively, "Claims") to the extent such Claims arise out of or contributed to by such inaccurate information. Consultant shall be entitled to rely upon all such information, without redoing any work reflected in any reports, data or information so furnished. If any hazards, not disclosed to Consultant, are discovered by Consultant after the Services are undertaken, Client and Consultant agree that the Scope of Services, Time Schedule, and Rate Schedule shall be modified accordingly.

(b) Client shall give all necessary approvals or disapprovals promptly, and shall provide Consultant in a timely manner with all necessary information and materials, including without limitation, documents, consents and signatures that are necessary for Consultant to perform its duties and obligations under this Agreement.

(c) Client shall correctly show, on plans to be furnished to Consultant, the location of subsurface structures, such as pipes, tanks, cables and utilities. If the Services require Consultant to investigate the location of such underground structures, then, consistent with the agreed upon scope of such investigation, Consultant shall be obligated to perform the investigation in accordance with reasonable standards of care. Consultant shall not be responsible for damage to underground structures which occurs despite the use of such care.

(d) Client shall provide Consultant, in writing, all criteria, design and construction standards, and all other information relating to Client's requirements for the project.

(e) Client shall have the responsibility for properly reporting the discovery of hazardous substances or conditions to appropriate authorities.

#### 6. Indemnification.

(a) Consultant shall indemnify and hold harmless Client to the fullest extent permitted by law from and against any losses, costs, damages, expenses and liabilities (including reasonable attorneys' fees and other costs

of defense and/or settlement), for bodily injury (including death), property damage or destruction, any economic loss (hereinafter collectively referred to as "Loss"), to the extent caused by the negligent acts, errors and omissions, or willful misconduct of Consultant, its officers, employees, agents or subcontractors, subject to the limitations in Paragraph 7(a) and (b) below.

(b) Client agrees to indemnify and hold harmless Consultant, its officers, employees and subcontractors to the fullest extent permitted by law from and against any (1) Loss to the extent caused by the negligence or willful misconduct of Client, its officers, employees or its other agents, contractors, or subcontractors and (2) for any third party claim of Loss, which does not result solely from the negligence or willful misconduct of Consultant or its agents or subcontractors, subject to the limitations in Paragraph 7(a) below.

(c) Furthermore, to the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from the following, unless caused by Consultant's negligence or willful misconduct: (i) Any allegation, notice, order or determination that Consultant is a handler, generator, operator, treater or storer, transporter, or disposer of hazardous waste, or is otherwise responsible under the Resource Conservation and Recovery Act of 1976, as amended, or any other similar Federal, state or local statute, ordinance, regulation, guidance or law or any allegation, notice, order or determination that Consultant is a generator, arranger, operator or transporter, or is otherwise responsible under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any other similar federal, state or local statute, ordinance, regulation, guidance or law; (ii) Consultant's discovery of, or failure to discover, changed conditions, hazardous substances or constituents located on, in or under the site; or (iii) Client's or third party's failure to comply with any and all laws, rules, regulations or ordinances.

(d) These defense and indemnification obligations shall survive the expiration, termination and full performance of this Agreement.

#### 7. Limitation of Liability and Responsibility.

(a) Notwithstanding anything to the contrary set forth herein, in no event shall Consultant or Client be liable to the other for indirect or consequential damages, including without limitation, loss of use and loss of profits, or special or exemplary damages.

(b) Client agrees that the total liability of Consultant, its employees, officers, directors and shareholders for claims or Loss of any sort, including, without limitation, Client's claims of loss, injury, death, damage or expense, Client's claims for contribution and indemnification with respect to third party claims arising out of or resulting from Services or for any obligations imposed pursuant to this Agreement, shall not exceed the amount of total compensation actually paid to Consultant for the Services under this Agreement or twenty-five thousand dollars (\$25,000), whichever is greater.

(c) Client agrees that in accordance with generally accepted construction practices, Client and its construction contractor, if construction is being performed where Consultant is providing Services, will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours.

8. Insurance. Consultant agrees to maintain during the performance of the Services (a) Workers Compensation insurance in the amounts required by statute, and (b) general liability and professional liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and automobile liability in the amount of One Million Dollars (\$1,000,000.00) combined single limit.



9. Ownership and Use of Consultant's Instruments of Service.

(a) All original papers, drawings, specifications, notes and other documents, and copies thereof (collectively, "Documents") prepared or produced by Consultant for the project pursuant to this Agreement are instruments of the Consultant's service (and not products) for use solely with respect to the project and, unless otherwise provided, Consultant shall be deemed the author of these Documents and shall retain all common law, statutory and other reserved rights, including all copyrights. Client agrees not to use or permit any other person to use preliminary Documents that are not signed by Consultant. To the extent it permits or facilitates such use, Client agrees to be liable and responsible for any such use of unsigned Documents and waives any claim against Consultant for such use.

(b) Notwithstanding the foregoing and even though such instruments are normally retained by Consultant, Consultant understands Client desires to retain the Documents for its own use. Therefore, if Client has paid Consultant in full for all the Services provided and expenses incurred, then Consultant shall deliver to Client reproducible copies of the Documents and, to the extent needed in connection with the project, electronic or machine-readable copies of Computer Aided Drafting and Design ("CADD") drawings ("CADD Drawings"), for information and reference in connection with Client's involvement with and/or occupancy of the project. In the event of such transfer of the Documents, Client and the Consultant shall be deemed co-owners of the Documents transferred.

(c) In return for Consultant's agreement to deliver the Documents to Client, Client agrees that if Client or others reuse or modify the Documents without the prior written consent of Consultant, Client agrees to indemnify, defend (with counsel satisfactory to the Consultant) and hold harmless Consultant from and against any and all claims, liabilities, suits, demands, losses, damages, judgments, awards, cost and expenses, including, but not limited to, court costs and reasonable attorneys' fees, arising out of any such use, reuse or modification of the Documents. Further, Client shall assume all risk and release Consultant from all liability for any such unauthorized use, reuse or modification of the Documents.

10. Subcontractor's Drawings. If and to the extent that Consultant uses any CADD Drawings or other Documents furnished by another party in preparing the Documents ("Subcontractor's Drawings"), Consultant makes no representations or warranties with respect to the quality, adequacy, completeness or sufficiency of those portions of the Documents consisting of the Subcontractor's Drawings. Client agrees it shall seek recourse only against the party originally preparing the Subcontractor's Drawings in connection with any claims or disputes based on such drawings and waives any liability against Consultant in connection with such Subcontractor's Drawings.

11. Submission or Distribution for Regulatory Purposes. Notwithstanding anything to the contrary contained herein, submission or distribution of Documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as a use or publication in derogation of the Consultant's rights reserved herein.

12. Limited Warranty. Consultant makes no warranty either express or implied, as to its findings, recommendations, specifications, or professional advice except that the Services were performed pursuant to generally accepted standards of practice in effect at the time of performance.

13. Right of Entry. If the Client does not own property upon which any part of the Services are to be performed, Client shall secure a right of entry (the "Right of Entry") for Consultant and its employees, subcontractors and agents to such property. If Client owns the property upon which any part of the Services are to be performed, Client grants Consultant, and its employees, subcontractors and agents, a right of entry to such property in order to perform the Services. Client recognizes that the use of equipment and practices to perform the Services may unavoidably alter site conditions and affect the environment in the area where the Services are performed.

14. Sample Handling and Storage. Unless otherwise agreed in writing by the Parties, if Client desires to store or handle in a special manner investigation-derived materials ("Samples"), Client shall be solely responsible for storage of those Samples as well as performing itself or contracting for any services involving the containment, analysis, or disposal of all Samples in accordance with all applicable waste handling and disposal requirements.

15. Reporting Obligations. Consultant does not undertake responsibility for notifying third parties or for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client does hereby agree to assume such control and responsibility, and further agrees to notify third parties and/or the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety or the environment.

16. Limitations of Investigation.

(a) Client recognizes that environmental, geologic, hydrogeologic, hydrologic and geotechnical conditions will often vary from those encountered at the times and locations where data are obtained by Consultant, and that the limited data result in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. Furthermore, conditions can vary between samples. Consultant is not responsible for such variations in test samples.

(b) The findings of all reports are valid as of the date of their creation. However, changes in the conditions of a property can occur with the passage of time, whether they be due to natural processes or the work of man on this site or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or the broadening of knowledge. The findings of all reports may be invalidated wholly or partially by changes beyond Consultant's control. Therefore, the reports produced pursuant to this Agreement are subject to review as conditions in the field dictate. Each such report should not be relied upon if there have been any changes in the field.

17. No Reliance by Third Parties. Any reports, studies, or recommendations generated as part of the Services are intended solely for the use of Client and may not be relied upon by third parties subject to the official regulatory or similar purposes exception described in Paragraph 11 herein. This Agreement shall not create any rights or benefits to parties other than the Parties to this Agreement.

18. Force Majeure. Any failure or delay of performance by Consultant under this Agreement shall not constitute a breach of this Agreement if said failure of performance is due to an event or events which are not due to the fault or negligence of Consultant and are beyond the reasonable control of the Consultant; such events of force majeure shall include, but not be limited to, weather, acts of Client's other contractors and consultants, acts of government, failure by Client or its agents or subcontractors to perform their obligations under this Agreement, acts of God, natural disasters, war, acts of terrorists or strikes. The occurrence of an event of force majeure shall extend the Time Schedule and the completion date of this Agreement for a time equal to the continuation of the force majeure, and Consultant shall be equitably compensated (in accordance with Consultant's then current Rate Schedule) for the additional labor, equipment, and other charges associated with maintaining its work force and equipment available during the interruption, or, at the option of Client, for such similar charges that are incurred by Consultant for demobilization and subsequent remobilization. In no event shall Consultant be required to maintain a field force in standby status in the field for a period in excess of five (5) calendar days.

19. Term and Termination of Agreement. This Agreement shall remain in full force and effect from the date of its execution until (i) Consultant's completion of the Services or (ii) termination of the Agreement pursuant to provision (a) or (b) of this Paragraph 19. Termination of this Agreement shall discharge only those obligations that are executory by either Party on or after the effective date of termination. Any right or duty of a party based on either performance or a breach of this Agreement, prior to the effective date of termination, shall survive.

(a) Client shall have the right to terminate this Agreement for breach of any material obligation by giving Consultant twenty (20) days written notice of termination. Consultant shall have ten (10) days from receipt of Client's written termination notice to remedy or cure the contractual breach giving rise to the termination or, if the contractual breach cannot be cured within ten (10) days, Consultant must make appropriate progress to cure this breach within that period of time.

(b) Consultant shall have the right to terminate this Agreement by giving Client twenty (20) days written notice of termination if one of the following conditions exists and has not been remedied or cured within ten (10) days of Client's receipt of written notice of termination or, if the contractual breach cannot be cured within ten (10) days, Client must make appropriate progress to cure this breach within that period of time:

- (i) a breach of any material obligation of Client under this Agreement; or
- (ii) if Consultant is unable for any reason beyond its control to perform its obligations pursuant to this Agreement in a safe, lawful and professional manner.

If this Agreement is terminated pursuant to this Paragraph 19, Client shall compensate Consultant for the following: (i) all actual expenses and charges incurred or outstanding at the time of termination, (ii) the reasonable cost of terminating any existing work tasks, services, subcontracts, cancellation charges for materials and/or equipment on order and/or rental at the time of termination which cannot be cancelled, and reasonable demobilization costs, (iii) the reasonable cost of putting all files in order including, without limitation, preparing summary memoranda or notes regarding work performed to date and remaining work. Client shall be entitled to any materials or equipment purchased by Consultant on behalf of Client after payment therefor.

20. Dispute Resolution. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") shall be resolved as follows:

(a) The Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by agreement of the Parties.

(b) If negotiations are unsuccessful, the Parties shall, at the request of either Party, attempt to mediate the Dispute before a mutually acceptable mediator. The mediation shall be completed within forty-five (45) days of the request for mediation unless the Parties extend the period in writing.

(c) In the event the Dispute is not resolved through mediation, the Parties agree to submit the Dispute to binding arbitration in accordance with the Construction Arbitration Rules of Judicial Arbitration & Mediation Services ("JAMS") or comparable JAMS' rules utilized at the time the Dispute arises. The arbitration shall be administered by JAMS. Unless otherwise agreed by the Parties, there shall be one (1) arbitrator. If the Parties are unable to select an arbitrator within thirty (30) days of the notice of arbitration, the arbitrator shall be selected by JAMS. The place of arbitration shall be in the general location where the project giving rise to the Dispute is located (e.g., if in California, within the county where the project is located) or another location mutually agreed upon by the Parties. The prevailing Party shall be entitled to an award of costs and attorneys' fees unless the arbitrator determines that each Party should bear its own costs and share the common costs of arbitration.

## 21. General Provisions

(a) Applicable Law. Agreement shall be governed by and construed in accordance with the laws of the state where the work is to be performed.

(b) Waiver. A waiver on the part of Client or Consultant of any term, provision or condition of this Agreement shall not constitute a precedent or bind either Party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement.

(c) Entire Agreement. This Agreement, including Exhibits "A", "B", and "C" constitutes the entire agreement between the Parties. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both Parties. The captions in this Agreement are for the convenience of the Parties for identification of the several provisions and shall not constitute a part of this Agreement nor be considered interpretative thereof.

(d) Survival of Terms. All paragraphs, parts, terms and provisions of this Agreement shall survive completion of the Services or the termination of this Agreement.

(e) Attorneys' Fees. If either Consultant or Client brings a proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, arbitration, trial, hearing, adjudication or appeal, shall be entitled to its reasonable attorneys' fees and expenses to be paid by the losing party as fixed by the judge or arbitrator.

(f) Assignment. This Agreement shall be binding on the successors of the Parties. This Agreement shall not be assigned by either Party without first obtaining the written consent of the other.

(g) Severability. Every paragraph, part, term or provision of this Agreement is severable from the others. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions shall not be affected thereby but shall remain in full force and effect.

(h) Notices. Any information or notices required to be given in writing under this Agreement shall be deemed to have been sufficiently given if delivered either personally, by facsimile, or by certified mail (return receipt requested, postage prepaid), to the address of the respective Party set forth below, or to such other address for either Party as that Party may designate by written notice.

For the Client:  
SWALCO  
1311 Estes Street  
Gurnee, IL 60031

Attn: Walter Willis, Exec Director

For the Consultant:  
Geologic Associates, Inc.  
2777 E. Guasti Road, Ste. 1  
Ontario, CA 91761  
Fax: 909-626-1233  
Attn: Wendy Figueroa  
wfigueroa@geo-logic.com

(i) Authority. The undersigned signatories on behalf of Consultant and Client, respectively, do hereby warrant and represent that they are authorized to execute this Agreement.

(j) No Presumption Against Drafting Party. This Agreement, and the provisions contained herein, shall not be construed or interpreted for or against any Party hereto because said Party drafted or caused the Party's legal representative to draft any of its provisions.

(k) Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

CLIENT:

\_\_\_\_\_


Signature: \_\_\_\_\_

By:

Its:

CONSULTANT:

Geo-Logic Associates, Inc.

Signature:  \_\_\_\_\_

By: Devin A. Moose, P.E., DEE

Its: Principal Engineer



**EXHIBIT "A"**

**SCOPE OF SERVICES**



May 2, 2024

Mr. Walter Willis  
Executive Director  
Solid Waste Agency of Lake County  
1311 N. Estes Street  
Gurnee, Illinois 60031

Subject: Proposal - 2024 Solid Waste Management Plan Update

Dear Walter:

Pursuant to your request, Geo-Logic Associates (GLA) is providing this proposal to assist the Solid Waste Agency of Lake County (SWALCO) in the development of the 2024 Five-Year Plan Update to the Lake County Solid Waste Management Plan. Our proposed scope of services includes the activities identified below:

#### **Scope of Services**

1. **Demographic Analysis:** In order to forecast future waste quantities, GLA will research and analyze demographic data (e.g., population, number of households, and employment) and trends in demographic parameters. GLA will use published sources of demographic data including Lake County, U.S. Census, and Chicago Metropolitan Agency for Planning (CMAP). The data and analysis will be compiled into a chapter for inclusion in the draft 2024 Plan Update.
2. **Waste and Recycling Projections.** Using SWALCO's internal database of Lake County waste information, GLA will prepare current estimates of waste and recycling quantities. The types of data will include residential waste quantities reported by SWALCO member communities, commercial and construction debris quantities reported through Lake County's Hauler Licensing Ordinance, and municipal solid waste disposal quantities reported by the landfills located in Lake County. SWALCO data will be augmented if necessary with research into regional and State of Illinois waste quantity data. GLA will follow the reporting methodology contained in the 60% Recycling Goal Report and the most recent plan update. The waste quantity data collected in this task will be utilized to calculate current per capita disposal rates to assess progress towards the waste reduction goals established in the 60% Recycling Goal Report. In addition, current estimates of waste quantities will be analyzed in conjunction with demographic data to prepare forecasts of future waste quantities over the five-year planning term. All research and analysis will be summarized in a chapter for inclusion in the draft 2024 Plan Update.
3. **Review and Update of Plan Recommendations.** In conjunction with SWALCO staff, GLA will evaluate policy and program options to serve as the basis for the recommendations for the 2024 Plan Update. A summary of the implementation status of recommendations from the 2019 Plan Update will be compiled, and new or modified recommendations will be developed for the 2024 Plan Update. The recommendations will address administrative policies, waste diversion and waste disposal goals and programs, and any modifications to the requirements for siting of solid waste facilities.

4. Meetings. GLA will attend four (4) meetings during development of the 2024 Plan Update. An initial kickoff meeting will be held with SWALCO staff to review waste quantities maintained in SWALCO's database. GLA will then assist SWALCO staff with two Citizen Advisory Committee meetings (if SWALCO forms a committee) to review and discuss current plan provisions and potential future plan recommendations and strategies. Finally, GLA will attend a meeting of the SWALCO Board of Directors to present the 2024 Plan Update.
5. Draft and Final Report. GLA will prepare and compile a draft version of 2024 Plan Update for review and comment by SWALCO staff and the Citizens Advisory Committee. Comments will be incorporated into a final version of the 2024 Plan Update for submission to the SWALCO Board and the Lake County Board.

#### **Schedule and Budget**

A draft version of the 2024 Plan Update will be provided to SWALCO staff by August 30, 2024. The proposed schedule will allow four months at the end of calendar year 2024 for review by SWALCO staff and the Citizen Advisory Committee and then adoption of the plan update by the SWALCO and Lake County Boards.

GLA proposes to complete the above scope of services for a not-to-exceed budget of \$37,900 in accordance with the Client Professional Services Agreement and fee schedule in Attachment 1. All project costs will be billed on a time-and-materials basis. The proposed budget will not be exceeded without prior authorization from SWALCO.

Acceptance of this proposal and authorization to commence work can be provided by returning an executed copy of the Client Professional Services Agreement.

We look forward to working with SWALCO staff on the plan update. If you have any questions, please contact me at (630) 336-0344.

Sincerely,  
**Geo-Logic Associates**



*Devin A. Moose, P.E., DEE*  
Principal Engineer

**EXHIBIT "B"**

**RATE SCHEDULE**



## 2024 FEE SCHEDULE

### PROFESSIONAL STAFF

Staff Professional I.....	\$130.00/Hour
Staff Professional II.....	145.00/Hour
Staff Professional III.....	159.00/Hour
Project Professional I.....	174.00/Hour
Project Professional II.....	189.00/Hour
Project Professional III.....	204.00/Hour
Senior Professional I.....	212.00/Hour
Senior Professional II.....	226.00/Hour
Senior Professional III.....	241.00/Hour
Principal Professional I.....	255.00/Hour
Principal Professional II.....	273.00/Hour
Principal Professional III.....	291.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum) .....	2 x HourlyRate

### FIELD/LABORATORY STAFF

Technician I.....	92.00/Hour
Technician II.....	111.00/Hour
Technician III (or Minimum Prevailing Wage) .....	125.00/Hour
Technician IV .....	138.00/Hour
Laboratory Manager.....	166.00/Hour
Principal Technician.....	186.00/Hour
Managing Technician.....	199.00/Hour

### CADD/GIS

CADD/GIS/Database Manager I.....	111.00/Hour
CADD/GIS/Database Manager II.....	130.00/Hour
CADD Designer .....	145.00/Hour
GIS Specialist.....	145.00/Hour

### SUPPORT STAFF

Administrative Assistant I.....	111.00/Hour
Administrative Assistant II.....	125.00/Hour
Administrative Assistant III.....	128.00/Hour
Technical Editor .....	103.00/Hour
Senior Technical Editor.....	145.00/Hour

\*Overtime Premium is 35% of PERSONNEL CHARGE

### EQUIPMENT CHARGES

BAT Permeameter .....	200.00/Day
Compaction Testing Equipment & Supplies .....	50.00/Day
Peel & Shear Strength Apparatus (FML Seams) .....	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment .....	1,200/Month
Portable Laboratory (mobilization / demobilization).....	1,500.00
ReMi/Refraction Seismograph .....	600.00/Day
Sealed Single Ring Infiltrometer (SSRI).....	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI) .....	Call for Quote
Slope Inclinator .....	250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance .....	250.00/Day



# Geo-Logic

ASSOCIATES

## EXPENSES

Vehicle Use for Field Services .....	17.00/Hour or 500.00/week
Soil Sampling Equipment & Drilling Supplies.....	7.00/Hour
Groundwater Sampling Equipment and Supplies.....	17.00/Hour
Per Diem .....	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.).....	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.).....	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.).....	Cost + 15%

## PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

## INSURANCE

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

## TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

## PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

**EXHIBIT "C"**

**ESTIMATED TIME SCHEDULE**

**Draft 2024 Plan Update Report  
Submitted by August 30, 2024**

**Consent - 1. Expenditure Approval**

**ISSUE:** Approve Expenditures

**RECOMMENDATION:** We recommend approval

**TIMING:** Routine

**BACKGROUND:** The Board of Directors authorized the Executive Director to pay expenditures under \$20,000. The Executive Director submits the monthly expenditures to the Board for approval.

The total for Administration \$130,622.29; Education \$ 298.79 Household Chemical Waste \$16,275.97; Recycling \$696.00 ***Total expenditures for April 2024 - \$147,892.91***  
*\*(Includes indirect cost for FY2024 and reimbursable SHARP Grant costs)*

The total for Administration \$85,762.86 Education \$1,550.53 Household Chemical Waste \$14,195.74; Recycling \$ 696.00 ***Total expenditures for May 2024 - \$102,205.13***  
*\*(Includes Ancel Glick extended coverage for landfill lawsuit and new tires for SWALCO truck)*

**ENCLOSED DOCUMENTS:** Trading Partner Account Analysis Report

**STAFF:** Walter Willis, Executive Director  
Amy Bartemio, Executive Office Manager

Ledger / Ledger Set	Lake County
Period From	Apr-24
Period To	Apr-24
Accounting Flexfield From	930-9200010-50000-000-000-000-000000
Accounting Flexfield To	930-9200040-99999-zzz-zzz-zzz-zzzzz
Balance Type	Actual
Encumbrance Type / Budget Name	No
Include Zero Amount Lines	No
Include User Transaction Identifiers	No
Include Statistical Amount Lines	No
Include Accounts With No Activity	No
Trading Partner	All Trading Partners

Ledger Name Lake County		Ledger Currency USD		Balance Type Actual	
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Trading Partner: AMERICAN RX GROUP, LLC  
Period Name: Apr-24

Account 930-9200010-71710-000-000-000000				Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Grant Projects	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	Apr 1, 2024	123084	ARXG Sharp Kiosk Shipping Supplies Highland Park (IEPA Agreement 24-3162-44883) Inv#123084 dated 03.27.24	954.06	
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	Apr 8, 2024	124018	ARXG Sharp Kiosk Lindenhurst(IEPA Agreement 24-3162-44883) Inv#124018 dated 04.03.24	3,197.44	
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	Apr 15, 2024	124037	ARXG Sharp Kiosk Shipping Supplies Highland Park (IEPA Agreement 24-3162-44883) Inv#124037 dated 04.04.24	477.03	
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	Apr 22, 2024	124377	ARXG Sharp Kiosk Shipping Supplies Lake Zurich (IEPA Agreement 24-3162-44883) Inv#124377 dated 04.16.24	477.03	
Apr-24 Account Total						5,105.56	0.00

Trading Partner Total	5,105.56	0.00
Trading Partner Net Total		5,105.56

Trading Partner: ANCEL GLINK PC  
Period Name: Apr-24

Account 930-9200010-71140-000-000-00000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Legal Services —			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
ANCEL GLINK PC	Payables	Purchase Invoices	Apr 15, 2024	102857	Blanket PO - Ancel Glink SWALCO Legal Services. Fiscal Year 2024	4,228.85	
Apr-24 Account Total						4,228.85	0.00

Trading Partner Total	4,228.85	0.00
Trading Partner Net Total		4,228.85

Trading Partner: APTIM CORP  
Period Name: Apr-24

Account		930-9200030-71150-000-000-000000		Description		SWALCO \ Solid Waste Prog-Household Hazard Waste -Consultants---	
Trading	Source	Category	GL Date	Transaction	Line Description	Debit	Credit



Partner	Payables	Purchase Invoices	Number	
APTIM CORP			626146	
APTIM Inv# 626146 dated 04.17.2024 - HCW Permit Modification Review				2,400.00
Apr-24 Account Total				2,400.00
Trading Partner Total				2,400.00
Trading Partner Net Total				2,400.00

Trading Partner: BAKER TILLY US LLP  
Period Name: Apr-24

Account		930-9200010-71110-000-000-00000		Description		SWALCO \- Solid Waste Prog-SWALCO Administration-Auditing And Accounting----	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
BAKER TILLY US LLP	Payables	Purchase Invoices	Apr 17, 2024	BT2730308	Baker Tilly Inv# BT2730308 dated 03.29.2024 - 1st Invoice for FY2023 Audit Services	3,900.00	
Apr-24 Account Total						3,900.00	0.00

Trading Partner Total	3,900.00	0.00
Trading Partner Net Total		3,900.00

Trading Partner: CRYSTAL MAINTENANCE PLUS CORP  
Period Name: Apr-24

Account		930-9200010-79940-000-000-00000		Description		SWALCO \- Solid Waste Prog-SWALCO Administration-Miscell Contractual Servi----	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
CRYSTAL MAINTENANCE PLUS CORP	Payables	Purchase Invoices	Apr 15, 2024	31816	BLANKET PO - Crystal Maint. SWALCO Office Cleaning Services Dec 2023 to Nov 2024	250.00	
Apr-24 Account Total						250.00	0.00

Trading Partner Total	250.00	0.00
Trading Partner Net Total		250.00

Trading Partner: DELL MARKETING LP  
Period Name: Apr-24

Account		930-9200010-79930-000-000-00000		Description		SWALCO \- Solid Waste Prog-SWALCO Administration-Miscellaneous Contingency----	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
DELL MARKETING	Payables	Purchase Invoices	Apr 8, 2024	10739864200	Dell Technologies inv#10739864200 dated 3/28/24 - (1) Laptop Bundle for New SWALCO	1,613.50	

Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
LP					employee		
Apr-24 Account Total						1,613.50	0.00

Trading Partner Total	1,613.50	0.00
Trading Partner Net Total	1,613.50	1,613.50

Trading Partner: EWORKS ELECTRONICS SERVICES INC

Period Name: Apr-24

Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
EWORKS ELECTRONIC S SERVICES INC	Payables	Purchase Invoices	Apr 8, 2024	24-114	Blanket PO - eWorks Grayslake Recycling Center (GRC) Clean Up Services. FY 2024	696.00	
Apr-24 Account Total						696.00	0.00

Trading Partner Total	696.00	0.00
Trading Partner Net Total	696.00	696.00

Trading Partner: GT LANDSCAPING LLC

Period Name: Apr-24

Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
GT LANDSCAPING LLC	Payables	Purchase Invoices	Apr 8, 2024	4891	Blanket PO - GT Landscaping Snow Removal Services FY2024 (including salt & shoveling thru March)	300.00	
Apr-24 Account Total						300.00	0.00

Trading Partner Total	300.00	0.00
Trading Partner Net Total	300.00	300.00

Trading Partner: HANSEN ASSOCIATES INC

Period Name: Apr-24

Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
HANSEN ASSOCIATES	Payables	Purchase Invoices	Apr 1, 2024	26729	Hansen Associates Inv#26729 dated 04.01.2024	85.00	
Sharp Printer Service for March 2024							

BOSS Trading Partner Account Analysis Report

Date From 2024-04-01

Date To 2024-04-30

Report Date 01-Jul-24

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Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
INC					Apr-24 Account Total	85.00	0.00

Trading Partner Total	85.00	0.00
Trading Partner Net Total	85.00	85.00

Trading Partner: INTERFUND-FINANCE ADMIN SERVICES

Period Name: Apr-24

Account 930-9200010-72140-000-000-000000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Unemployment Compensation----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
INTERFUND-FINANCE ADMIN SERVICES	Payables	Purchase Invoices	Apr 22, 2024	120013380	Unemployment/Indirect Costs FY 2024	625.00	
					Apr-24 Account Total	625.00	0.00

Account 930-9200010-73195-000-000-000-000000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Indirect Cost Allocations----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
INTERFUND-FINANCE ADMIN SERVICES	Payables	Purchase Invoices	Apr 22, 2024	120013380	Unemployment/Indirect Costs FY 2024	62,233.00	
					Apr-24 Account Total	62,233.00	0.00

Trading Partner Total	62,858.00	0.00
Trading Partner Net Total	62,858.00	62,858.00

Trading Partner: KLUBER INC

Period Name: Apr-24

Account 930-9200030-82010-000-000-000-000000		Description		SWALCO \ Solid Waste Prog-Household Hazard Waste -Buildings And Structures----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
KLUBER INC	Payables	Purchase Invoices	Apr 15, 2024	8942	KLuber Architects Inv#8942 dated 03.31.2024 Facility Assessment Validation Phase	3,700.00	
					Apr-24 Account Total	3,700.00	0.00

BOSS Trading Partner Account Analysis Report

Date From 2024-04-01 Date To 2024-04-30

Report Date 01-Jul-24  
Page 6 of 12

Trading Partner: NORTH SHORE GAS CO  
Period Name: Apr-24

Trading Partner Total	3,700.00	0.00
Trading Partner Net Total		3,700.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Gas For Heating ---				
Trading Partner	Source	Category	GL Date	Description
NORTH SHORE GAS CO	Payables	Purchase Invoices	Apr 1, 2024	Transaction Number
				4964363382
				Line Description
				Acc#0608417646-00001 Gas Charges
				Debit
				1,482.09
				Credit
				Apr-24 Account Total
				1,482.09
				0.00

Trading Partner Total	1,482.09	0.00
Trading Partner Net Total		1,482.09

Trading Partner: PEERLESS NETWORK INC  
Period Name: Apr-24

SWALCO \ Solid Waste Prog-SWALCO Administration-Telephone ---				
Trading Partner	Source	Category	GL Date	Description
PEERLESS NETWORK INC	Payables	Purchase Invoices	Apr 1, 2024	Transaction Number
				48133
				Line Description
				Acc#LAKECOUN2771 Telephone/Landline
				Debit
				117.99
				Credit
				Apr-24 Account Total
				117.99
				0.00

Trading Partner Total	117.99	0.00
Trading Partner Net Total		117.99

Trading Partner: STERICYCLE INC.  
Period Name: Apr-24

SWALCO \ Solid Waste Prog-Household Hazard Waste -Consultants ---				
Trading Partner	Source	Category	GL Date	Description
STERICYCLE INC.	Payables	Purchase Invoices	Apr 22, 2024	Transaction Number
				8006866006
				Line Description
				Stericycle Inv. 8006866006 dated 04.18.2024
				Debit
				2,229.98
				Credit
				Apr-24 Account Total
				2,229.98
				0.00

Trading Partner Total	2,229.98	0.00
Trading Partner Net Total		2,229.98

Trading Partner: VEOLIA ES TECHNICAL SOLUTIONS LLC  
Period Name: Apr-24

SWALCO \ Solid Waste Prog-Household Hazard Waste -Consultants ---				
Trading Partner	Source	Category	GL Date	Description
VEOLIA ES TECHNICAL SOLUTIONS LLC	Payables	Purchase Invoices	Apr 22, 2024	Transaction Number
				8006866006
				Line Description
				Stericycle Inv. 8006866006 dated 04.18.2024
				Debit
				2,229.98
				Credit
				Apr-24 Account Total
				2,229.98
				0.00

Trading Partner Total	2,229.98	0.00
Trading Partner Net Total		2,229.98

Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
VEOLIA ES TECHNICAL SOLUTIONS LLC	Payables	Purchase Invoices	Apr 15, 2024	INV-379414	Blanket PO - Veolia Labor and Transportation services for SWALCO's Household Chemical Waste Collection Program FY2024	2,696.32	
VEOLIA ES TECHNICAL SOLUTIONS LLC	Payables	Purchase Invoices	Apr 22, 2024	INV-384041	Blanket PO - Veolia Labor and Transportation services for SWALCO's Household Chemical Waste Collection Program FY2024	2,518.99	
Apr-24 Account Total						5,215.31	0.00

Trading Partner Total	5,215.31	0.00
Trading Partner Net Total		5,215.31

Trading Partner: WASTE MANAGEMENT OF ILLINOIS INC  
Period Name: Apr-24

Account		930-9200030-71630-000-000-000000	Description	Transaction Number	GL Date	Category	Source	Trading Partner
SWALCO \- Solid Waste Prog-Household Hazard Waste Disposal----								
WASTE MANAGEMENT OF ILLINOIS INC	Payables	Purchase Invoices	Apr 15, 2024	729972020139			Blanket PO - WM Trash/recycling services at SWALCO's Gurnee facility. Fiscal Year 2024.	
Apr-24 Account Total							214.27	0.00

Trading Partner Total	214.27	0.00
Trading Partner Net Total		214.27

Trading Partner: Not Specified  
Period Name: Apr-24

Account		930-9200010-51110-000-000-000000	Description	Transaction Number	GL Date	Category	Source	Trading Partner
SWALCO \- Solid Waste Prog-SWALCO Administration-Regular Salaries And Wage----								
	Payroll	Payroll	Apr 12, 2024				Journal Import Created	
	Payroll	Payroll	Apr 12, 2024				Journal Import Created	
	Payroll	Payroll	Apr 26, 2024				Journal Import Created	
Apr-24 Account Total							1,469.75 18,090.26 16,181.40 35,741.41	0.00

Account	930-9200010-51180-000-000-000000	Description	SWALCO \- Solid Waste Prog-SWALCO Administration-Special Pay----
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Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	Payroll	Payroll	Apr 12, 2024		Journal Import Created	447.69	
	Payroll	Payroll	Apr 26, 2024		Journal Import Created	447.69	
					Apr-24 Account Total	895.38	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Temporary PT Salaries/Wag---							
Account	930-9200010-51200-000-000-00000	Description	Transaction Number	GL Date	Line Description	Debit	Credit
Trading Partner		Payroll		Apr 26, 2024	Journal Import Created	132.00	
					Apr-24 Account Total	132.00	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Cell Phone Allowance---							
Account	930-9200010-51310-000-000-00000	Description	Transaction Number	GL Date	Line Description	Debit	Credit
Trading Partner		Payroll		Apr 12, 2024	Journal Import Created	55.00	
					Apr-24 Account Total	55.00	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Office Supplies---							
Account	930-9200010-61010-000-000-00000	Description	Transaction Number	GL Date	Line Description	Debit	Credit
Trading Partner		P Card Import		Apr 8, 2024	2990.29-APR-24.VISTAPRINT.	33.98	
		P Card Import		Apr 24, 2024	6810.10-APR-24.MICHAELS STORES 9961.-Picture frames for office	11.99	
		P Card Import		Apr 24, 2024	6810.15-APR-24.MENARDS GURNEE IL.-Cleaning Supplies for Office	14.79	
		P Card Import		Apr 24, 2024	2990.23-APR-24.DESKPLATES.COM.	16.20	
		P Card Import		Apr 24, 2024	2990.02-APR-24.ZOOM.US 888-799-9666.	159.90	
					Apr-24 Account Total	236.86	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Food and Provisions---							
Account	930-9200010-61080-000-000-00000	Description	Transaction Number	GL Date	Line Description	Debit	Credit
Trading Partner		P Card Import		Apr 24, 2024	5470.16-APR-24.TINA S ITALIAN BAKE SH.-In attendance; Walter, Pete, Joe, Amy & Emily	102.00	
					Apr-24 Account Total	102.00	0.00

Account 930-9200010-71930-000-000-000000				SWALCO \ Solid Waste Prog-SWALCO Administration-Water And Sewer Charges----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 24, 2024		2990.24-APR-24.VILLAGE OF GURNEE.	37.82	
				Apr-24 Account Total			
				0.00			

Account 930-9200010-74080-000-000-000-000000				SWALCO \ Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	Payroll	Payroll	Apr 12, 2024		Journal Import Created	24.29	
	Payroll	Payroll	Apr 12, 2024		Journal Import Created	3,959.94	
	Payroll	Payroll	Apr 26, 2024		Journal Import Created	3,959.94	
	Payroll	Payroll	Apr 26, 2024		Journal Import Created	24.29	
				Apr-24 Account Total			
				7,968.46			
				0.00			

Account 930-9200010-74100-000-000-000-000000				SWALCO \ Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	Payroll	Payroll	Apr 12, 2024		Journal Import Created	1,461.34	
	Payroll	Payroll	Apr 26, 2024		Journal Import Created	1,215.39	
	Payroll	Payroll	Apr 26, 2024		Journal Import Created	10.09	
				Apr-24 Account Total			
				2,686.82			
				0.00			

Account 930-9200010-74110-000-000-000-000000				SWALCO \ Solid Waste Prog-SWALCO Administration-Retirement Benefits/IMRF----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	Payroll	Payroll	Apr 12, 2024		Journal Import Created	158.48	
	Payroll	Payroll	Apr 26, 2024		Journal Import Created	132.40	
	Payroll	Payroll	Apr 26, 2024		Journal Import Created		0.15
				Apr-24 Account Total			
				290.88			
				0.15			

Account 930-9200010-79930-000-000-000-000000				SWALCO \ Solid Waste Prog-SWALCO Administration-Miscellaneous Contingency----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 5, 2024		7856.02-APR-24.EDEN RESTORATION, NFP.-	40.00	

Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
					Tree Memorial purchase and planting from Eden Restoration for Pete's Mother		
					Apr-24 Account Total	40.00	0.00

SWALCO - Solid Waste Prog-SWALCO Administration-Computer System Software---							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 8, 2024		2990.23-APR-24.ADOBE *ADOBE.-REO Grant Eligible Tax Refund underw	24.43	
	P Card Import	P Card Import	Apr 8, 2024		2990.23-APR-24.ADOBE *ILLUSTRATOR.-REO Grant Eligible Tax Refund underw	24.43	
	P Card Import	P Card Import	Apr 8, 2024		2990.23-APR-24.ADOBE *INDESIGN.-REO Grant Eligible Tax Refund underw	24.43	
	P Card Import	P Card Import	Apr 8, 2024		2990.23-APR-24.ADOBE *ADOBE.-REO Grant Eligible Tax Refund underw	21.24	
					Apr-24 Account Total	94.53	0.00

SWALCO - Solid Waste Prog-Education-Miscellaneous Commodities---							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 8, 2024		7856.22-APR-24.JERSEY MIKES 27003.-For Shoe Round-up on April 25 2024 Volunteers	118.13	
	P Card Import	P Card Import	Apr 8, 2024		7856.22-APR-24.AMZN MKTP US*7Z4T16IT3.- Misc. Supplies for Earth Day, ICAW and other SWALCO events.	167.47	
	P Card Import	P Card Import	Apr 25, 2024		7856.22-APR-24.AMZN MKTP US*1009M0ND3.-Supplies for Earth Month/ICAW	13.19	
					Apr-24 Account Total	298.79	0.00

SWALCO - Solid Waste Prog-Household Hazard Waste -Operational Supplies---							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 5, 2024		4680.08-APR-24.RED WING SHOES #712.	189.99	
	P Card Import	P Card Import	Apr 24, 2024		4680.12-APR-24.FASTSIGNS 102201.-2 A-frame signs for HCW traffic direction	377.90	
	P Card Import	P Card Import	Apr 24, 2024		2990.09-APR-24.AMZN MKTP US*AR7O99BQ3.	9.99	



Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 24, 2024		4680.12-APR-24.ACE HDWE.-Keys were cut for new employee, 2 keys for front and back entrance, extra copies made for front office	12.57	
	P Card Import	P Card Import	Apr 24, 2024		2990.09-APR-24.AMZN MKTP US*BB7CH62T3.	74.75	
	P Card Import	P Card Import	Apr 24, 2024		4680.09-APR-24.TRAFFICSAFETYSTORE.COM.-Cone signs for directing traffic at SWALCO events	111.76	
					Apr-24 Account Total	776.96	0.00

Account 930-9200030-71150-000-000-000000 SWALCO \ Solid Waste Prog-Household Hazard Waste -Consultants----							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 5, 2024		4680.08-APR-24.JEWEL OSCO 4516.-Breakfast items for workers	47.72	
	P Card Import	P Card Import	Apr 24, 2024		4680.22-APR-24.JEWEL OSCO 1424.-Breakfast items for workers at event	30.95	
	P Card Import	P Card Import	Apr 24, 2024		6810.15-APR-24.SAMSCLUB #8184.-Snacks for workers/office	44.94	
	P Card Import	P Card Import	Apr 24, 2024		4680.29-APR-24.UPS*29OHL125NK3.-Reimbursable sharps shipment pickup request for Wauconda	8.50	
					Apr-24 Account Total	132.11	0.00

Account 930-9200030-72210-000-000-000000 SWALCO \ Solid Waste Prog-Household Hazard Waste -Motor Vehicle Maintenance----							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 24, 2024		4680.29-APR-24.UBER TRIP.-Uber ride to pick up work vehicle in sh	32.34	
					Apr-24 Account Total	32.34	0.00

Account 930-9200030-72410-000-000-000000 SWALCO \ Solid Waste Prog-Household Hazard Waste -All Other Maintenance And----							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	Apr 24, 2024		4680.16-APR-24.CENTURY AUTOMATIC SPRL.-Century Fire Fire Pump Test	1,275.00	
					Apr-24 Account Total	1,275.00	0.00

Account 930-9200030-79940-000-000-000000		Description		SWALCO Solid Waste Prog-Household Hazard Waste -Miscell Contractual	
Trading Partner		Transaction		Serv---	
Source	Category	GL Date	Transaction Number	Line Description	Credit
P Card Import	P Card Import	Apr 5, 2024		4680.08-APR-24.12G EPAINT RECYCLING L.- Shipment from 4/3/24	2,700.00
				Apr-24 Account Total	2,700.00
					0.00
				Trading Partner Total	53,496.36
				Trading Partner Net Total	53,496.21
				All Trading Partners Grand Total	147,892.91
				All Trading Partners Net Grand Total	147,892.76

End of Report

Ledger / Ledger Set	Lake County
Period From	May-24
Period To	May-24
Accounting Flexfield From	930-9200010-50000-000-000-000-00000
Accounting Flexfield To	930-9200040-99999-zzz-zzz-zzz-zzz-zzzzz
Balance Type	Actual
Encumbrance Type / Budget Name	No
Include Zero Amount Lines	No
Include User Transaction Identifiers	No
Include Statistical Amount Lines	No
Include Accounts With No Activity	No
Trading Partner	All Trading Partners

# BOSS Trading Partner Account Analysis Report

Ledger Name	Lake County	Ledger Currency	USD	Balance Type	Actual

Trading Partner: **AMERICAN RX GROUP, LLC**  
Period Name: **May-24**

Account: 930-9200010-71710-000-000-000000		Description		SWALCO - Solid Waste Prog-SWALCO Administration-Grant Projects-----		
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Credit
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	May 2, 2024	124875	ARXG Sharp Start-Up Shipping Supplies Libertyville (IEPA Agreement 24-3162-44883) Inv#124875 dated 04.30.24	954.24
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	May 9, 2024	124864	ARXG Sharp Kiosk Lake Villa (IEPA Agreement 24-3162-44883) Inv#124864 dated 04.30.24	3,197.44
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	May 9, 2024	125262	ARXG Sharp Kiosk Shipping Supplies Lake Zurich (IEPA Agreement 24-3162-44883) Inv#125262 dated 05.06.24	477.07
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	May 15, 2024	12570	ARXG Sharp Kiosk Shipping Supplies Highland Park (IEPA Agreement 24-3162-44883) Inv#125720 dated 05.15.24	477.07
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	May 15, 2024	12570	ARXG Sharp Kiosk Shipping Supplies Highland Park (IEPA Agreement 24-3162-44883) Inv#125720 dated 05.15.24	477.07
AMERICAN RX GROUP, LLC	Payables	Purchase Invoices	May 22, 2024	125720	ARXG Sharp Kiosk Shipping Supplies Highland Park (IEPA Agreement 24-3162-44883) Inv#125720 dated 05.15.24	477.07
					May-24 Account Total	5,582.89
						477.07

Trading Partner Total	5,582.89	477.07
Trading Partner Net Total		5,105.82

Trading Partner: **ANCEL GLINK PC**  
Period Name: **May-24**

Account		930-9200010-71140-000-000-00000		Description		SWALCO - Solid Waste Prog-SWALCO Administration-Legal Services----	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
ANCEL GLINK PC	Payables	Purchase Invoices	May 15, 2024	103684	Blanket PO - Ancel Glink SWALCO Legal Services, Fiscal Year 2024	18,146.86	
					May-24 Account Total	18,146.86	0.00
						Trading Partner Total	0.00
						Trading Partner Net Total	18,146.86



Trading Partner: CRYSTAL MAINTENANCE PLUS CORP  
Period Name: May-24

Trading Partner Net Total	3,175.70
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Account 930-9200010-79940-000-000-000000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Miscell Contractual	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description
CRYSTAL MAINTENANCE PLUS CORP	Payables	Purchase Invoices	May 2, 2024	31885	BLANKET PO - Crystal Maint. SWALCO Office Cleaning Services Dec 2023 to Nov 2024
				May-24 Account Total	250.00
					0.00

Trading Partner Total	250.00
Trading Partner Net Total	250.00

Trading Partner: EWORKS ELECTRONICS SERVICES INC  
Period Name: May-24

Account 930-9200040-79940-000-000-000000		Description		SWALCO \ Solid Waste Prog-Recycling --Miscell Contractual Servi---	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description
EWORKS ELECTRONIC S SERVICES INC	Payables	Purchase Invoices	May 2, 2024	24-137	Blanket PO - eWorks Grayslake Recycling Center (GRC) Clean Up Services. FY 2024
				May-24 Account Total	696.00
					0.00

Trading Partner Total	696.00
Trading Partner Net Total	696.00

Trading Partner: GT LANDSCAPING LLC  
Period Name: May-24

Account 930-9200010-79940-000-000-000000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Miscell Contractual	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description
GT LANDSCAPING G LLC	Payables	Purchase Invoices	May 2, 2024	4912	Blanket PO - GT Landscaping Landscape Services FY2024 (including spring/fall clean up)
				May-24 Account Total	480.00
					0.00

Trading Partner Total	480.00
Trading Partner Net Total	480.00

BOSS Trading Partner Account Analysis Report

Trading Partner: HANSEN ASSOCIATES INC

Period Name: May-24

Account 930-9200010-72530-000-000-00000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Equipment Rental----	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description
HANSEN ASSOCIATES INC	Payables	Purchase Invoices	May 2, 2024	26872	Hansen Associates Inv#26872 dated 05.01.2024 Sharp Printer Service for April 2024
				May-24 Account Total	85.00
					0.00

Trading Partner Total	85.00	0.00
Trading Partner Net Total		85.00

Trading Partner: KLUBER INC

Period Name: May-24

Account 930-9200030-82010-000-000-000-00000		Description		SWALCO \ Solid Waste Prog-Household Hazard Waste -Buildings And Structures----	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description
KLUBER INC	Payables	Purchase Invoices	May 15, 2024	8987	Kluber Architects Inv#8987 dated 04.30.2024 Facility Condition Assessment Phase
				May-24 Account Total	3,700.00
					0.00

Trading Partner Total	3,700.00	0.00
Trading Partner Net Total		3,700.00

Trading Partner: NORTH SHORE GAS CO

Period Name: May-24

Account 930-9200010-71910-000-000-000-00000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Gas For Heating---	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description
NORTH SHORE GAS CO	Payables	Purchase Invoices	May 2, 2024	5000451940	Acct#0608417646-00001 Gas Charges
				May-24 Account Total	1,219.73
					0.00

Trading Partner Total	1,219.73	0.00
Trading Partner Net Total		1,219.73

Trading Partner: NORTH SHORE WATER RECLAMATION DISTRICT

Period Name: May-24

Account 930-9200010-71930-000-000-000-00000		Description		SWALCO \ Solid Waste Prog-SWALCO Administration-Water And Sewer Charges----	
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description

BOSS Trading Partner Account Analysis Report

Date From 2024-05-01 Date To 2024-05-31

Report Date 01-Jul-24  
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Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
NORTH SHORE WATER RECLAMATION DISTRICT	Payables	Purchase Invoices	May 23, 2024	5333658	Acct#40337190-059406 WWT Charges	10.98	
May-24 Account Total						10.98	0.00
Trading Partner Total						10.98	0.00
Trading Partner Net Total							10.98

Trading Partner: OVERHEAD DOOR OF LAKE & MCHENRY

Period Name: May-24

Account		930-9200030-72410-000-000-000000	Description	SWALCO \- Solid Waste Prog-Household Hazard Waste -All Other Maintenance And ---			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
OVERHEAD DOOR OF LAKE & MCHENRY	Payables	Purchase Invoices	May 15, 2024	360552	Overhead Door Inv. 360552 dated 5.13.2024 Annual Fire Shutter and OH Door inspection	630.00	
May-24 Account Total						630.00	0.00

Trading Partner Total	630.00	0.00
Trading Partner Net Total		630.00

Trading Partner: PAPER TIGER DOCUMENT SOLUTIONS

Period Name: May-24

Account		930-9200020-79940-000-000-000000	Description	SWALCO \- Solid Waste Prog-Education-Miscell Contractual Servi---			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
PAPER TIGER DOCUMENT SOLUTIONS	Payables	Purchase Invoices	May 2, 2024	45245	Paper Tiger Inv. 45245 dated 04.29.2024 Shred Service for HP event	724.00	
May-24 Account Total						724.00	0.00

Trading Partner Total	724.00	0.00
Trading Partner Net Total		724.00

Trading Partner: PEERLESS NETWORK INC

Period Name: May-24

Account		930-9200010-71940-000-000-000000	Description	SWALCO \- Solid Waste Prog-SWALCO Administration-Telephone---			
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Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
PEERLESS NETWORK INC	Payables	Purchase Invoices	May 2, 2024	50354	Acct#LAKECOUN2771 Telephone/Landline	117.99	
May-24 Account Total						117.99	0.00

Trading Partner Total	117.99	0.00
Trading Partner Net Total		117.99

Trading Partner: SHRED ACQUISITIONS LLC  
Period Name: May-24

Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
SHRED ACQUISITION S LLC	Payables	Purchase Invoices	May 2, 2024	6147	Shred Spot Inv. 6147 dated 04.27.2024 Shred Service for LZ event	800.00	
May-24 Account Total						800.00	0.00

Trading Partner Total	800.00	0.00
Trading Partner Net Total		800.00

Trading Partner: VEOLIA ES TECHNICAL SOLUTIONS LLC  
Period Name: May-24

Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
VEOLIA ES TECHNICAL SOLUTIONS LLC	Payables	Purchase Invoices	May 2, 2024	INV-388859	Blanket PO - Veolia Labor and Transportation services for SWALCO's Household Chemical Waste Collection Program FY2024	295.55	
VEOLIA ES TECHNICAL SOLUTIONS LLC	Payables	Purchase Invoices	May 9, 2024	INV-390648	Blanket PO - Veolia Labor and Transportation services for SWALCO's Household Chemical Waste Collection Program FY2024	2,696.32	
May-24 Account Total						2,991.87	0.00

Trading Partner Total	2,991.87	0.00
Trading Partner Net Total		2,991.87

Trading Partner: WASTE MANAGEMENT OF ILLINOIS INC  
Period Name: May-24

BOSS Trading Partner Account Analysis Report

Date From 2024-05-01 Date To 2024-05-31

Report Date 01-Jul-24  
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Account 930-9200030-71630-000-000-000000				Description	SWALCO \ Solid Waste Prog-Household Hazard Waste -Garbage Disposal---		
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
WASTE MANAGEMENT OF ILLINOIS INC	Payables	Purchase Invoices	May 9, 2024	730975820137	Blanket PO - WM Trash/recycling services at SWALCO's Gurnee facility. Fiscal Year 2024.	214.27	
					May-24 Account Total	214.27	0.00
					Trading Partner Total	214.27	0.00
					Trading Partner Net Total		214.27

Trading Partner: Not Specified  
Period Name: May-24

Account 930-9200010-51110-000-000-000000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Regular Salaries And Wage---		
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	Payroll	Payroll	May 10, 2024		Journal Import Created	1,757.22	
	Payroll	Payroll	May 10, 2024		Journal Import Created	17,802.78	
	Payroll	Payroll	May 24, 2024		Journal Import Created	1,011.32	
	Payroll	Payroll	May 24, 2024		Journal Import Created	18,548.68	
					May-24 Account Total	39,120.00	0.00

Account 930-9200010-51180-000-000-000000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Special Pay ---		
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	Payroll	Payroll	May 10, 2024		Journal Import Created	447.69	
	Payroll	Payroll	May 24, 2024		Journal Import Created	447.69	
					May-24 Account Total	895.38	0.00

Account 930-9200010-51200-000-000-000000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Temporary PT Salaries/Wag---		
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	Payroll	Payroll	May 10, 2024		Journal Import Created	870.00	
	Payroll	Payroll	May 24, 2024		Journal Import Created	864.00	
					May-24 Account Total	1,734.00	0.00

Account 930-9200010-51310-000-000-000000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Call Phone Allowance----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	Payroll	Payroll	May 10, 2024		Journal Import Created	55.00		
May-24 Account Total						55.00	0.00	

Account 930-9200010-61010-000-000-000000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Office Supplies----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	P Card Import	P Card Import	May 14, 2024		2990.24-MAY-24.AMZN MKTP US*3R3C14K03.	54.38		
	P Card Import	P Card Import	May 14, 2024		2990.29-MAY-24.AMZN MKTP US*0J55T6W53.	199.40		
May-24 Account Total						253.78	0.00	

Account 930-9200010-61080-000-000-000000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Food and Provisions----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	P Card Import	P Card Import	May 2, 2024		7856.10-MAY-24.LAZY DOG RESTAURANT 30.-Compost Cafe Meeting with Presenters/Performers, Thursday, May 9 2024	100.80		
	P Card Import	P Card Import	May 2, 2024		5470.14-MAY-24.TINA S ITALIAN BAKE SH.-Walter, Emily - SWALCO Christina, Tabby - SWANCC	88.00		
	P Card Import	P Card Import	May 3, 2024		2990.10-MAY-24.EZCATERBIBIBOP ASIAN.-Walter, Joe, Pete, Amy, Mike E, Michael, Drew, Patrick, Jenny, Bud, Peter G and John Wasik.	233.54		
	P Card Import	P Card Import	May 3, 2024		2990.13-MAY-24.SQ *CROOKED PINE FARM.	50.00		
	P Card Import	P Card Import	May 14, 2024		2990.27-MAY-24.AMZN MKTP US*EG1IM8VY3.	26.99		
May-24 Account Total						499.33	0.00	

Account 930-9200010-71500-000-000-000000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Trips And Training----			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	P Card Import	P Card Import	May 2, 2024		5470.13-MAY-24.ILLINOISRECYCLES.	350.00		
	P Card Import	P Card Import	May 14, 2024		2990.23-MAY-24.ILLINOISRECYCLES.	350.00		
	P Card Import	P Card Import	May 14, 2024		2990.27-MAY-24.HOLIDAY INN CRYSTAL LA.-For Emily Wachter	116.26		
	P Card Import	P Card Import	May 22, 2024		6810.22-MAY-24.ILLINOISRECYCLES.-Registration for Illinois Recycling Conference	275.00		
May-24 Account Total						1,091.26	0.00	

**BOSS Trading Partner Account Analysis Report**

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Date From 2024-05-01  
Date To 2024-05-31

Account 930-9200010-71710-000-000-00000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Grant Projects			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	Receivables	Misc Receipts	May 7, 2024	wa18231 chk#AC542115 0			10,000.00	
					May-24 Account Total	0.00		10,000.00

Account 930-9200010-71810-000-000-00000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Dues And Subscriptions			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	P Card Import	P Card Import	May 22, 2024		6810.22-MAY-24.ILLINOISRECYCLES.- Membership Dues for Illinois Recycling Foundation	106.75		
					May-24 Account Total	106.75		0.00

Account 930-9200010-71940-000-000-00000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Telephone			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	P Card Import	P Card Import	May 3, 2024		2990.02-MAY-24.VZWRLSS*MY VZ VB P.	204.45		
	P Card Import	P Card Import	May 14, 2024		2990.24-MAY-24.VZWRLSS*MY VZ VB P.	272.51		
					May-24 Account Total	476.96		0.00

Account 930-9200010-72820-000-000-00000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-Postage			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	P Card Import	P Card Import	May 3, 2024		2990.02-MAY-24.USPS PO 1633420031.	8.73		
	P Card Import	P Card Import	May 14, 2024		5470.29-MAY-24.THE SHIPPING POINT INC.	10.00		
					May-24 Account Total	18.73		0.00

Account 930-9200010-74080-000-000-00000				Description	SWALCO \ Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits			
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit	
	Payroll	Payroll	May 10, 2024		Journal Import Created	3,959.94		
	Payroll	Payroll	May 10, 2024		Journal Import Created	24.29		
	Payroll	Payroll	May 24, 2024		Journal Import Created	24.29		
	Payroll	Payroll	May 24, 2024		Journal Import Created	3,959.94		

**BOSS Trading Partner Account Analysis Report**

Date From 2024-05-01 Date To 2024-05-31

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Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
					May-24 Account Total	7,968.46	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----							
Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
	Payroll	Payroll	May 10, 2024		Journal Import Created	1,461.34	
	Payroll	Payroll	May 10, 2024		Journal Import Created	66.56	
	Payroll	Payroll	May 24, 2024		Journal Import Created	1,457.15	
	Payroll	Payroll	May 24, 2024		Journal Import Created	66.10	
					May-24 Account Total	3,051.15	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Retirement Benefits/IMRF----							
Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
	Payroll	Payroll	May 10, 2024		Journal Import Created	158.48	
	Payroll	Payroll	May 24, 2024		Journal Import Created	158.48	
					May-24 Account Total	316.96	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Miscell Contractual Servi----							
Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
	P Card Import	P Card Import	May 3, 2024		2990.13-MAY-24.ORKIN LLC 002.	96.99	
					May-24 Account Total	96.99	0.00

SWALCO \ Solid Waste Prog-SWALCO Administration-Computer System Software----							
Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit
	P Card Import	P Card Import	May 14, 2024		2990.23-MAY-24.ADOBE *ADOBE	22.99	
	P Card Import	P Card Import	May 14, 2024		2990.23-MAY-24.ADOBE *INDESIGN	22.99	
	P Card Import	P Card Import	May 14, 2024		2990.23-MAY-24.ADOBE *ILLUSTRATOR	22.99	
	P Card Import	P Card Import	May 14, 2024		2990.23-MAY-24.ADOBE *ADOBE	19.99	
					May-24 Account Total	88.96	0.00

SWALCO \ Solid Waste Prog-Education-Advertising----							
Trading Partner	Source	Category	GL Date	Transaction Number	Description	Debit	Credit

Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	May 3, 2024		2990.01-MAY-24.FACEBK* BR7JQ5GWH2.	26.53	
					May-24 Account Total	26.53	0.00

SWALCO Solid Waste Prog-Household Hazard Waste -Operational Supplies---							
Account	930-9200030-61040-000-000-00000	Description					
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	May 2, 2024		4680.07-MAY-24.ULINE *SHIP SUPPLIES.- Items for HHW events, PPE and equipmen	595.00	
	P Card Import	P Card Import	May 2, 2024		4680.06-MAY-24.ACE HDWE.	46.10	
	P Card Import	P Card Import	May 22, 2024		4680.22-MAY-24.GRAINGER.-PPE and gear for event HCW	180.10	
	P Card Import	P Card Import	May 22, 2024		4680.20-MAY-24.THE HOME DEPOT #1941.- Two blocks of wood to prevent truck from sinking into pavement	7.96	
					May-24 Account Total	829.16	0.00

SWALCO Solid Waste Prog-Household Hazard Waste -Consultants---							
Account	930-9200030-71150-000-000-00000	Description					
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	May 2, 2024		4680.16-MAY-24.SQ *BROWN'S CHICKEN 22.- Browns Chicken Catering sized to 24 workers, only had 16 workers for 5/18/24 Mundelein Event because of no-shows	543.91	
	P Card Import	P Card Import	May 2, 2024		4680.06-MAY-24.KAISERS PIZZA & PUB -- Food for workers during event	104.48	
	P Card Import	P Card Import	May 2, 2024		4680.06-MAY-24.JEWEL OSCO 1424.- Breakfast items for workers	80.49	
	P Card Import	P Card Import	May 2, 2024		6810.10-MAY-24.SAMSCLUB #8184.-Food for office and HCW staff.	33.24	
	P Card Import	P Card Import	May 22, 2024		4680.29-MAY-24.USPS PO 1682570086.- Certified mail required for operating permit change HCW	60.96	
	P Card Import	P Card Import	May 22, 2024		6810.24-MAY-24.JERSEY MIKES 27057.-Meals for staff assisting with special waste collection on 5/22/24. Persons were, Pete Adrian, Amy Bartemio, Joe Martino, Larry Pawlowski. The vendor was provided tax exempt letter, but they did not ap	48.74	
	P Card Import	P Card Import	May 22, 2024		4680.31-MAY-24.USPS PO 1682570086.-39j	30.45	

# BOSS Trading Partner Account Analysis Report

Date From 2024-05-01 Date To 2024-05-31

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Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	May 22, 2024		cert to Aptim		
	P Card Import	P Card Import	May 22, 2024		4680.27-MAY-24.JEWEL OSCO 1424.- Breakfast items for workers	36.39	
	P Card Import	P Card Import	May 22, 2024		4680.20-MAY-24.JEWEL OSCO 1424.- Breakfast items and liquids for workers during HCW event	80.85	
	P Card Import	P Card Import	May 22, 2024		4680.27-MAY-24.UPS*29X4RJARB05.- Wauconda sharps shipment	8.50	
	P Card Import	P Card Import	May 22, 2024		4680.29-MAY-24.USPS PO 1682570086.-PA1, PA16, cover letter to aptim	30.45	
	P Card Import	P Card Import	May 22, 2024		4680.27-MAY-24.UPS*2964S5CGANH.-sharps pickup Wauconda	13.90	
					May-24 Account Total	1,072.36	0.00

Account 930-9200030-71630-000-000-000000 SWALCO Solid Waste Prog-Household Hazard Waste -Garbage Disposal----							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	May 2, 2024		4680.09-MAY-24.CALL2RECYCLE.-DDR kits for lithium battery incidentals	360.00	
					May-24 Account Total	360.00	0.00

Account 930-9200030-72210-000-000-000000 SWALCO Solid Waste Prog-Household Hazard Waste -Motor Vehicle Maintenance----							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	May 2, 2024		2990.17-MAY-24.VILLAGE OF GURNEE.	62.89	
	P Card Import	P Card Import	May 3, 2024		2990.01-MAY-24.MIKE S TOWING AUTO & T.	3,163.56	
					May-24 Account Total	3,226.45	0.00

Account 930-9200030-72410-000-000-000000 SWALCO Solid Waste Prog-Household Hazard Waste -All Other Maintenance And----							
Trading Partner	Source	Category	GL Date	Transaction Number	Line Description	Debit	Credit
	P Card Import	P Card Import	May 2, 2024		4680.10-MAY-24.CENTURY AUTOMATIC SPRL.- Test for fire pump system foam	312.90	
	P Card Import	P Card Import	May 3, 2024		2990.06-MAY-24.TECH SYSTEMS, INC.	313.00	
					May-24 Account Total	625.90	0.00

**BOSS Trading Partner Account Analysis Report**

Date From 2024-05-01 Date To 2024-05-31

Trading Partner Total	61,914.11	10,000.00
Trading Partner Net Total		51,914.11
All Trading Partners Grand Total	102,205.13	10,477.07
All Trading Partners Net Grand Total		91,728.06

End of Report



**A -1 . Fiscal Year 2023 Audit**

**ISSUE:** Whether to recommend to the SWALCO Board of Directors that the Fiscal Year 2023 audit be approved.

**RECOMMENDATION:** SWALCO staff recommends approval of the financial audit.

**BACKGROUND:** SWALCO's By-Laws and Illinois law requires that municipal joint action agencies undertake an annual financial audit. This year Baker Tilly conducted the audit, the same firm that audits Lake County government.

The audit includes the required communication of internal control related matters, and financial statements for fiscal years ending November 2023 and 2022. This year's audit was completed in conformance with the Government Accounting Standard Board (GASB) 34 model. The audit was found to be satisfactory and did not contain any material weaknesses in our financial reporting.

I want to thank Lake County's Finance Department and Amy Bartemio for their hard work in obtaining this clean audit. Upon your approval, the 2023 audit will be forwarded to the Board of Directors for its final action.

**ENCLOSED DOCUMENTS:** Final Draft, Fiscal Year 2023 Financial Audit

**STAFF:** Walter S. Willis, Executive Director



# **Solid Waste Agency of Lake County, Illinois**

Financial Statements and  
Required Supplementary Information

November 30, 2023 and 2022

# **Solid Waste Agency of Lake County, Illinois**

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November 30, 2023 and 2022

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## **Independent Auditors' Report**

To the Board of Directors of  
Solid Waste Agency of Lake County, Illinois

### **Opinion**

We have audited the accompanying financial statements of the Solid Waste Agency of Lake County, Illinois (SWALCO), as of and for the years ended November 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise SWALCO's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of SWALCO as of November 30, 2023 and 2022, and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SWALCO and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audits opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about SWALCO's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of SWALCO's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about SWALCO's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the required supplementary information, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. Our opinion on the basic financial statements is not affected by this missing information.

*Baker Tilly US, LLP*

Chicago, Illinois  
May 23, 2024

## **FINANCIAL STATEMENTS**

**Solid Waste Agency of Lake County, Illinois**

## Statements of Net Position

November 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<b>Assets and Deferred Outflows of Resources</b>		
<b>Current Assets</b>		
Cash and investments	\$ 2,602,742	\$ 2,384,387
Receivables	231,992	183,097
Prepaid items	6,333	21,487
Total current assets	<u>2,841,067</u>	<u>2,588,971</u>
<b>Noncurrent Assets</b>		
Designated assets:		
Equipment replacement fund	197,126	242,102
Restricted assets:		
Net pension asset	388,176	1,342,556
Capital assets:		
Plant in service	2,331,492	2,299,796
Accumulated depreciation	(1,617,305)	(1,549,376)
Total noncurrent assets	<u>1,299,489</u>	<u>2,335,078</u>
Total assets	<u>4,140,556</u>	<u>4,924,049</u>
<b>Deferred Outflows of Resources</b>		
Deferred outflows related to pension	<u>441,996</u>	<u>34,263</u>
Total deferred outflows of resources	<u>441,996</u>	<u>34,263</u>
<b>Liabilities, Deferred Inflows of Resources and Net Position</b>		
<b>Current Liabilities</b>		
Accounts payable	49,031	38,260
Accrued payroll	117,741	91,351
Unearned revenue	-	2,277
Total current liabilities	<u>166,772</u>	<u>131,888</u>
Total liabilities	<u>166,772</u>	<u>131,888</u>
<b>Deferred Inflows of Resources</b>		
Deferred inflows related to pension	<u>-</u>	<u>511,593</u>
Total deferred inflows of resources	<u>-</u>	<u>511,593</u>
<b>Net Position</b>		
Net investment in capital assets	714,187	750,420
Restricted for:		
Pension	388,176	1,342,556
Unrestricted	<u>3,313,417</u>	<u>2,221,855</u>
Total net position	<u>\$ 4,415,780</u>	<u>\$ 4,314,831</u>

See notes to financial statements

**Solid Waste Agency of Lake County, Illinois**

Statements of Revenues, Expenses and Changes in Net Position  
Years Ended November 30, 2023 and 2022

	<b>2023</b>	<b>2022</b>
<b>Operating Revenues</b>		
County surcharge, current	\$ 924,421	\$ 1,056,360
Member fees	318,830	315,221
Other miscellaneous	153,897	102,801
Total operating revenues	1,397,148	1,474,382
<b>Operating Expenses</b>		
Personnel services	637,730	658,569
Operational services	23,133	25,859
Contractual services	592,424	418,343
Buildings and equipment maintenance	31,742	16,737
Pension expense (income)	39,380	(177,881)
Depreciation	67,929	72,972
Total operating expenses	1,392,338	1,014,599
Operating income (loss)	4,810	459,783
<b>Nonoperating Income</b>		
Investment income	96,139	4,135
Total nonoperating income	96,139	4,135
Change in net position	100,949	463,918
<b>Net Position, Beginning</b>	4,314,831	3,850,913
<b>Net Position, Ending</b>	\$ 4,415,780	\$ 4,314,831

See notes to financial statements



**Solid Waste Agency of Lake County, Illinois****Statements of Cash Flows**

Years Ended November 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<b>Cash Flows From Operating Activities</b>		
Received from members and the County	\$ 1,348,253	\$ 1,463,450
Paid to suppliers for goods and services	(601,587)	(429,309)
Paid to employees for services	(637,730)	(658,569)
	<u>108,936</u>	<u>375,572</u>
Net cash flows from operating activities		
<b>Cash Flows From Capital and Related Financing Activities</b>		
Acquisition and construction of capital assets	(31,696)	-
	<u>(31,696)</u>	<u>-</u>
Net cash flows from capital and related financing activities		
<b>Cash Flows From Investing Activities</b>		
Investment income	96,139	4,135
	<u>96,139</u>	<u>4,135</u>
Net cash flows from investing activities		
Net change in cash and cash equivalents	173,379	379,707
<b>Cash and Cash Equivalents, Beginning</b>	<u>2,626,489</u>	<u>2,246,782</u>
<b>Cash and Cash Equivalents, Ending</b>	<u>\$ 2,799,868</u>	<u>\$ 2,626,489</u>
<b>Reconciliation of Operating Income (Loss) to Net Cash Flows From Operating Activities</b>		
Operating income (loss)	\$ 4,810	\$ 459,783
Noncash items included in operating income:		
Depreciation	67,929	72,972
Changes in assets and liabilities:		
Other receivables	(48,895)	(10,932)
Prepaid insurance	15,154	7,992
Accounts payable	10,771	22,912
Accrued payroll	26,390	2,624
Pension related deferrals and liabilities	35,054	(181,914)
Unearned revenue	(2,277)	2,135
	<u>\$ 108,936</u>	<u>\$ 375,572</u>
Net cash flows from operating activities		
<b>Reconciliation of Cash and Cash Equivalents to Statements of Net Position</b>		
Cash and investments	\$ 2,602,742	\$ 2,384,387
Equipment replacement fund	197,126	242,102
	<u>\$ 2,799,868</u>	<u>\$ 2,626,489</u>
Cash and cash equivalents		

See notes to financial statements

## **Solid Waste Agency of Lake County, Illinois**

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Notes to Financial Statements  
November 30, 2023 and 2022

### **Note 1. Summary of Significant Accounting Policies**

The financial statements of Solid Waste Agency of Lake County, Illinois (SWALCO or the Agency), have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by SWALCO are described below:

#### **Reporting Entity**

SWALCO is a municipal corporation formed by Lake County and 43 municipalities within Lake County for the purpose of implementing the Lake County Solid Waste Management Plan. SWALCO has a Board of Directors made up from these members, an Executive Committee (one permanent seat for Lake County, two seats for members with 30,000 or more residents and six at large seats), a Legislative Committee and five staff members. SWALCO is established pursuant to the Intergovernmental Cooperation Act of the State of Illinois, the Illinois Local Solid Waste Disposal Act, the Illinois Planning and Recycling Act and Lake County Board Resolution #38 of September 12, 1989. Operations began on February 21, 1991. Following criteria established by GASB, SWALCO is not considered a component unit of the county.

#### **Mission Statement and Objectives**

SWALCO implements a regional approach to solid waste management by addressing the economic, political and environmental issues in Lake County and by meeting the following objectives:

- Implement and update the Lake County Solid Waste Management Plan.
- Facilitate an efficient, reliable and environmentally sound waste disposal system.
- Advise and assist SWALCO members regarding solid waste management issues.
- Educate the public regarding the implications of solid waste management options.
- Identify and disseminate information regarding techniques to reduce, reuse and recycle solid waste.

The entity generally does not dispose of solid waste for its members.

#### **Funding**

The Agency is funded from a surcharge imposed at sanitary landfills. The surcharge also funds the Lake County Health Department's enforcement program. The Agency also receives a yearly operations and maintenance fee from its members based on the number of households in each member community.

#### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

SWALCO is presented following enterprise fund accounting. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred and net income is necessary for management accountability.

## **Solid Waste Agency of Lake County, Illinois**

Notes to Financial Statements

November 30, 2023 and 2022

### **Note 1. Summary of Significant Accounting Policies (continued)**

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### **Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position**

##### **Deposits and Investments**

For purposes of the statement of cash flows, cash and cash equivalents have original maturities of three months or less from the date of acquisition. SWALCO's deposits and investments are maintained by the Treasurer of Lake County in pooled deposit and investment accounts. The county's policy is to maintain collateral for all deposits.

##### **Receivables/Payables**

Other receivables consist of membership fees being paid over a number of years from member communities and other miscellaneous amounts due to SWALCO. Breakdown of accounts receivable is as follows:

	<u>2023</u>	<u>2022</u>
Statutory fee receivable	\$ 231,992	\$ 179,902
Member receivable	-	918
Interest receivable	-	2,277
	<u>          </u>	<u>          </u>
Total other receivables	<u>\$ 231,992</u>	<u>\$ 183,097</u>

SWALCO anticipates no issues with collections from member communities and others. As such, no allowance for uncollectible accounts is considered necessary.

Accounts payable consists of amounts due from SWALCO to outside parties for goods and services received.

## **Solid Waste Agency of Lake County, Illinois**

Notes to Financial Statements

November 30, 2023 and 2022

### **Note 1. Summary of Significant Accounting Policies (continued)**

#### **Restricted Assets**

Restricted assets have been reported in connection with the net pension asset balance since this balance must be used to fund employee benefits.

#### **Designated Assets**

During fiscal year 2009, the Agency authorized a replacement account to fund any future replacement of capital items. As of November 30, 2023 and 2022, the Agency had designated assets of \$197,126 and \$242,102, respectively.

#### **Prepaid Items**

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items and are accounted for on the consumption method.

#### **Capital Assets**

Capital assets are generally defined by SWALCO as assets with an initial, individual cost of more than \$25,000 and an estimated useful life in excess of one year.

Capital assets of SWALCO are recorded at cost or the estimated acquisition value at the time of contribution to SWALCO. Major outlays for SWALCO capital assets are capitalized as projects are constructed. Capital assets in service are depreciated using the straight-line method over the following useful lives:

	<u>Years</u>
Land improvements	5-10
Buildings	30
Office furniture and equipment	2-10

#### **Pensions**

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources to pensions and pension expense, information about the fiduciary net position of the Illinois Municipal Retirement Fund (IMRF or the Fund) and additions to /deductions from IMRF's fiduciary net position have been determined on the same basis as they are reported by IMRF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

#### **Deferred Outflows of Resources**

A deferred outflow of resources represents a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until that future time.

#### **Deferred Inflows of Resources**

A deferred inflow of resources represents an acquisition of net position that applies to a future period and therefore will not be recognized as an inflow of resources (revenue) until that future time.

## **Solid Waste Agency of Lake County, Illinois**

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Notes to Financial Statements  
November 30, 2023 and 2022

### **Note 1. Summary of Significant Accounting Policies (continued)**

#### **Revenues and Expenses**

SWALCO distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with SWALCO's principal ongoing operations. Operating expenses include the cost of services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

#### **Effect of New Accounting Standards on Current Period Financial Statements**

The Governmental Accounting Standards Board (GASB) has approved the following:

- Statement No. 100, *Accounting Changes and Error Corrections—Amendment of GASB Statement No. 62*
- Statement No. 101, *Compensated Absences*
- Statement No. 102, *Certain Risk Disclosures*

When they become effective, application of these standards may restate portions of these financial statements.

#### **Comparative Data**

Certain amounts presented in the prior year data may have been reclassified in order to be consistent with the current year's presentation.

### **Note 2. Deposits and Investments**

#### **Custodial Credit Risk**

##### **Deposits**

Custodial credit risk is the risk that in the event of a financial institution failure, SWALCO's deposits may not be returned to SWALCO.

SWALCO maintains certain deposits at the same institutions as the County. The custodial credit risk pertaining specifically to SWALCO's resources at these institutions cannot be determined individually for those accounts.

State statutes authorize SWALCO to make deposits in interest bearing depository accounts in federally insured and/or state chartered banks, savings and loan associations and credit unions. As of November 30, 2023, SWALCO had deposits, consisting of cash of \$2,799,868. As of November 30, 2022, SWALCO had deposits, consisting of cash of \$894,026 and non-participating certificates of deposit of \$1,732,463, all with federally insured financial institutions.

The County's current investment policy addresses custodial credit risk. The County's investment policy states that it will not maintain funds in any financial institution that is not a member of the FDIC or National Credit Union Association Systems (NCUA). Furthermore, the County will not maintain funds in any financial institutions that do not collateralize all funds in excess of the FDIC or NCUA insurance limits. Refer to the County financial statements for additional details.

**Solid Waste Agency of Lake County, Illinois**Notes to Financial Statements  
November 30, 2023 and 2022**Note 3. Changes in Capital Assets**

A summary of changes in capital assets for 2023 follows:

	<b>Balance 12/1/22</b>	<b>Increases</b>	<b>Decreases</b>	<b>Balance 11/30/23</b>
Capital assets, not being depreciated:				
Land	\$ 166,217	\$ -	\$ -	\$ 166,217
Capital assets being depreciated:				
Land improvements	266,606	-	-	266,606
Buildings	1,678,340	31,696	-	1,710,036
Office furniture and equipment	188,633	-	-	188,633
Total capital assets being depreciated	2,133,579	31,696	-	2,165,275
Total capital assets	2,299,796	31,696	-	2,331,492
Less accumulated depreciation	(1,549,376)	(67,929)	-	(1,617,305)
Net capital assets	\$ 750,420	\$ (36,233)	\$ -	\$ 714,187

A summary of changes in capital assets for 2022 follows:

	<b>Balance 12/1/21</b>	<b>Increases</b>	<b>Decreases</b>	<b>Balance 11/30/22</b>
Capital assets, not being depreciated:				
Land	\$ 166,217	\$ -	\$ -	\$ 166,217
Capital assets being depreciated:				
Land improvements	266,606	-	-	266,606
Buildings	1,678,340	-	-	1,678,340
Office furniture and equipment	188,633	-	-	188,633
Total capital assets being depreciated	2,133,579	-	-	2,133,579
Total capital assets	2,299,796	-	-	2,299,796
Less accumulated depreciation	(1,476,404)	(72,972)	-	(1,549,376)
Net capital assets	\$ 823,392	\$ (72,972)	\$ -	\$ 750,420

## Solid Waste Agency of Lake County, Illinois

Notes to Financial Statements  
November 30, 2023 and 2022

### Note 4. Net Position

GASB No. 34 requires the classification of net position into three components - net investment in capital assets, restricted and unrestricted. These classifications are defined as follows:

**Net Investment in Capital Assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds. SWALCO has no debt outstanding as of November 30, 2023 or 2022.

**Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

**Unrestricted Net Position** - This component of net position consists of net position that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted resources as they are needed.

The following calculation supports the investment in capital assets as of November 30, 2023 and 2022:

	2023	2022
Plant in service	\$ 2,331,492	\$ 2,299,796
Accumulated depreciation	(1,617,305)	(1,549,376)
Total investment in capital assets	\$ 714,187	\$ 750,420

### Note 5. Contingencies and Commitments

#### Contingent Liabilities

Due to the nature of SWALCO's operations, claims and legal actions against hazardous waste disposal may be incurred. No amount has been recorded as a loss because the probability, or amount, cannot be reasonably estimated.

#### Landfill Contracts

SWALCO has executed waste disposal capacity agreements with seven landfills. The agreements were executed to provide guaranteed disposal capacity to the participating communities over their agreed to terms. The agreements further call for monthly payments to SWALCO based on the tonnage received from the members. Complete terms and conditions of the agreements are available from SWALCO offices.

## **Solid Waste Agency of Lake County, Illinois**

Notes to Financial Statements  
November 30, 2023 and 2022

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### **Note 6. Risk Management**

SWALCO is exposed to various risks of loss related to torts; theft of, damage to or destruction of assets; errors and omissions; workers' compensation; and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded the commercial liability in any of the past three years. There were no significant reductions in coverage compared to the prior year.

### **Note 7. Employee Retirement System**

#### **Plan Description**

The Agency's defined benefit pension plan for regular employees provides retirement and disability benefits, post-retirement increases and death benefits to plan members and beneficiaries. The Agency's plan is managed by the Illinois Municipal Retirement Fund (IMRF), the administrator of a multi-employer public pension fund. A summary of IMRF's pension benefits is provided in the "Benefits Provided" section of this document. Details of all benefits are available from IMRF. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available Annual Comprehensive Financial Report that includes financial statements, detailed information about the pension plan's fiduciary net position and required supplementary information. The report is available for download at [www.imrf.org](http://www.imrf.org).

IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

All three IMRF benefit plans have two tiers. Employees hired before January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

#### **Benefits Provided**

Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the lesser of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.



## **Solid Waste Agency of Lake County, Illinois**

Notes to Financial Statements

November 30, 2023 and 2022

### **Note 7. Employee Retirement System (continued)**

#### **Employees Covered by Benefit Terms**

As of December 31, 2022 and 2021, the following employees were covered by the benefit terms:

	<u>2022</u>	<u>2021</u>
Retirees and beneficiaries currently receiving benefits	3	3
Inactive plan members entitled to but not yet receiving benefits	2	2
Active plan members	<u>5</u>	<u>5</u>
Total	<u>10</u>	<u>10</u>

#### **Contributions**

As set by statute, the Agency's Regular Plan Members are required to contribute 4.5% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The Agency's annual contribution rate for calendar year 2023 and 2022 was 0.90% and 0.89%, respectively. SWALCO also contributes for disability benefits, death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by IMRF's Board of Trustees, while the supplemental retirement benefits rate is set by statute.

#### **Net Pension Liability (Asset)**

The Agency's net pension liability (asset) was measured as of December 31, 2022 and 2021. The total pension liability (asset) used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date.

#### **Summary of Significant Accounting Policies**

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of IMRF and additions to/deductions from IMRF fiduciary net position have been determined on the same basis as they are reported by IMRF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

## Solid Waste Agency of Lake County, Illinois

Notes to Financial Statements  
November 30, 2023 and 2022

### Note 7. Employee Retirement System (continued)

#### Actuarial Assumption

The following are the methods and assumptions used to determine total pension liability (asset) at December 31, 2022 and 2021:

- The Actuarial Cost Method used was Entry Age Normal.
- The Asset Valuation Method used was Market Value of Assets.
- The Inflation Rate was assumed to be 2.25%.
- Salary Increases were expected to be 2.85% to 13.75%, including inflation.
- The Investment Rate of Return was assumed to be 7.25%.
- Projected Retirement Age was from the Experience-based Table of Rates, specific to the type of eligibility condition, last updated for the 2020 valuation according to an experience study from years 2017 to 2019.
- For Non-disabled Retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables and future mortality improvements projected using scale MP-2020.
- For Disabled Retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables and future mortality improvements projected using scale MP-2020.
- For Active Members the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables and future mortality improvements projected using scale MP-2020.
- The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Projected Returns/Risk	
		One Year Arithmetic	Ten Year Geometric
Equities	39.00 %	3.25 %	1.90 %
International equities	15.00	4.89	3.15
Fixed income	25.00	(0.50)	(0.60)
Real estate	10.00	4.20	6.20
Alternatives	10.00		
Private equity	-	8.85	5.50
Commodities	-	2.90	1.70
Cash equivalents	1.00	(0.90)	(0.90)
Total	100 %		

## **Solid Waste Agency of Lake County, Illinois**

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Notes to Financial Statements  
November 30, 2023 and 2022

### **Note 7. Employee Retirement System (continued)**

#### **Discount Rate**

A Discount Rate of 7.25% was used to measure the total pension liability (asset). The projection of cash flow used to determine this Single Discount Rate assumed that the plan members' contributions will be made at the current contribution rate, and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. The Single Discount Rate reflects:

1. The long-term expected rate of return (7.25%) on pension plan investments (during the period in which the fiduciary net position is projected to be sufficient to pay benefits), and
2. The tax-exempt municipal bond rate (4.05%) based on an index of 20-year general obligation bonds with an average AA credit rating (which is published by the Federal Reserve) as of the measurement date (to the extent that the contributions for use with the long-term expected rate of return are not met).

IMRF's fiduciary net position as of December 31, 2022 was projected to be available to make all projected future benefit payments of active and inactive members and all benefit recipients of the plan. For the purpose of the most recent valuation, the expected rate of return on plan investments is 7.25%, the municipal bond rate is 4.05% and the resulting single discount rate is 7.25%.

**Solid Waste Agency of Lake County, Illinois**

Notes to Financial Statements

November 30, 2023 and 2022

**Note 7. Employee Retirement System (continued)**

**Changes in the Net Pension Liability (Asset):** The following table shows the components of the Agency's annual pension liability (asset) and related fiduciary net position for the calendar years ended December 31, 2022 and 2021:

	<b>Total Pension Liability (A)</b>	<b>Plan Fiduciary Net Position (B)</b>	<b>Net Pension Liability (Asset) (A) - (B)</b>
Balances at December 31, 2020	\$ 2,910,931	\$ 3,866,527	\$ (955,596)
Changes for the year:			
Service cost	48,554	-	48,554
Interest on the total pension liability	208,596	-	208,596
Changes of benefit terms	-	-	-
Differences between expected and actual experience of the total pension liability	24,946	-	24,946
Changes of assumptions	-	-	-
Contributions, employer	-	3,853	(3,853)
Contributions, employees	-	19,485	(19,485)
Net investment income	-	648,491	(648,491)
Benefit payments, including refunds of employee contributions	(116,057)	(116,057)	-
Other (net transfer)	-	(2,773)	2,773
Net changes	166,039	552,999	(386,960)
Balances at December 31, 2021	\$ 3,076,970	\$ 4,419,526	\$ (1,342,556)
Changes for the year:			
Service cost	38,268	-	38,268
Interest on the total pension liability	218,746	-	218,746
Changes of benefit terms	-	-	-
Differences between expected and actual experience of the total pension liability	128,242	-	128,242
Changes of assumptions	-	-	-
Contributions, employer	-	4,231	(4,231)
Contributions, employees	-	21,160	(21,160)
Net investment income	-	(596,801)	596,801
Benefit payments, including refunds of employee contributions	(157,831)	(157,831)	-
Other (net transfer)	-	2,286	(2,286)
Net changes	227,425	(726,955)	954,380
Balances at December 31, 2022	\$ 3,304,395	\$ 3,692,571	\$ (388,176)

# Solid Waste Agency of Lake County, Illinois

Notes to Financial Statements  
November 30, 2023 and 2022

## Note 7. Employee Retirement System (continued)

### Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the plan's net pension liability (asset) as of December 31, 2023 and 2022, calculated using a Single Discount Rate of 7.25%, as well as what the plan's net pension liability would be if it were calculated using a Single Discount Rate that is 1% lower or 1% higher:

Net Pension Liability (Asset)	1% Lower (6.25%)	Current Discount (7.25%)	1% Higher (8.25%)
December 31, 2022	\$ (43,615)	\$ (388,176)	\$ (675,079)
December 31, 2021	(1,021,911)	(1,342,556)	(1,606,639)

### Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the years ended November 30, 2023 and 2022, the Agency recognized pension expense (income) of \$ 39,660 and (\$177,995), respectively. At November 30, 2023 and 2022, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Deferred Amounts Related to Pensions	November 30, 2023		November 30, 2022	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Deferred amounts to be recognized in expense in future periods:				
Differences between expected and actual experience	\$ 103,583	\$ -	\$ 28,357	\$ 3,669
Changes of assumptions	781	-	2,144	
Net difference between projected and actual earnings on pension plan investments	333,495	-	-	507,924
Total deferred amounts to be recognized in pension expense in future periods	437,859	-	30,501	511,593
Pension contributions made subsequent to the measurement date	4,137	-	3,762	-
Total deferred amounts related to pensions	\$ 441,996	\$ -	\$ 34,263	\$ 511,593

## **Solid Waste Agency of Lake County, Illinois**

Notes to Financial Statements

November 30, 2023 and 2022

### **Note 7. Employee Retirement System (continued)**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

	<b>Net Deferred Outflows/Inflows of Resources</b>
Years ending December 31:	
2023	\$ 36,203
2024	99,323
2025	119,834
2026	182,499
	<hr/>
Total	\$ 437,859

### **Note 8. Other Postemployment Benefits (OPEB)**

All full-time employees participate in a single-employer self-insured health care plan administered through Lake County. The Plan provides limited health care coverage at 100% of the active premium rate. The State of Illinois requires IMRF employers who offer health insurance to their active employees to offer the same health insurance to disabled members, retirees and surviving spouses at the same premium rate for active employees. Therefore an implicit rate subsidy exists for retirees (that is, the difference between the premium rate charged to retirees for the benefit and the estimated rate that would be applicable to those retirees if that benefit were acquired for them as a separate group) resulting from the participation in postemployment healthcare plans that cover both active employees and retirees. The plan operates on a pay-as-you-go funding basis. No assets are accumulated or dedicated to funding the retiree health insurance benefits. The actuarial valuation of the plan is computed for the county as a whole. The Agency's portion of the liability is not considered material to the financial statements.

Further details regarding the county's entire commitment to the health care plan can be found in the Lake County, Illinois financial statements.

### **Note 9. Related Parties**

SWALCO is a stand-alone government as determined by criteria established by GASB. Lake County does provide certain services including, but not limited to, banking, general ledger, payroll and other data processing.

### **Note 10. Subsequent Events**

The Agency evaluated subsequent events through the date the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements. No significant events were noted.

## **REQUIRED SUPPLEMENTARY INFORMATION**

**Solid Waste Agency of Lake County, Illinois****Statement of Revenues, Expenses and Changes in Net Position -**

Budget and Actual

Year Ended November 30, 2023

	<b>Original and Final Budget</b>	<b>Actual</b>	<b>Variance</b>
<b>Operating Revenues</b>			
County surcharge, current	\$ 898,000	\$ 924,421	\$ 26,421
Member fees	315,876	318,830	2,954
Other miscellaneous	171,800	153,897	(17,903)
Total operating revenues	1,385,676	1,397,148	11,472
<b>Operating Expenses</b>			
Personnel services	673,839	637,730	36,109
Operational services	38,050	23,133	14,917
Contractual services	709,206	592,424	116,782
Buildings and equipment maintenance	32,000	31,742	258
Pension expense (income)	4,804	39,380	(34,576)
Depreciation	-	67,929	(67,929)
Total operating expenses	1,457,899	1,392,338	65,561
<b>Operating Income (Loss)</b>	(72,223)	4,810	77,033
<b>Nonoperating Income</b>			
Investment income	17,285	96,139	78,854
Change in net position	<u>\$ (54,938)</u>	100,949	<u>\$ 155,887</u>
<b>Net Position, Beginning</b>		4,314,831	
<b>Net Position, Ending</b>		<u>\$ 4,415,780</u>	

See notes to required supplementary information



**Solid Waste Agency of Lake County, Illinois****Statement of Revenues, Expenses and Changes in Net Position -**

Budget and Actual

Year Ended November 30, 2022

	<b>Original and Final Budget</b>	<b>Actual</b>	<b>Variance</b>
<b>Operating Revenues</b>			
County surcharge, current	\$ 743,000	\$ 1,056,360	\$ 313,360
Member fees	287,323	315,221	27,898
Other miscellaneous	138,490	102,801	(35,689)
Total operating revenues	1,168,813	1,474,382	305,569
<b>Operating Expenses</b>			
Personnel services	665,053	658,569	6,484
Operational services	32,050	25,859	6,191
Contractual services	465,222	418,343	46,879
Buildings and equipment maintenance	17,255	16,737	518
Pension expense (income)	4,379	(177,881)	182,260
Depreciation	-	72,972	(72,972)
Total operating expenses	1,183,959	1,014,599	169,360
<b>Operating Income (Loss)</b>	(15,146)	459,783	474,929
<b>Nonoperating Income</b>			
Investment income	4,000	4,135	135
Change in net position	\$ (11,146)	463,918	\$ 475,064
<b>Net Position, Beginning</b>		3,850,913	
<b>Net Position, Ending</b>		\$ 4,314,831	

See notes to required supplementary information

## **Solid Waste Agency of Lake County, Illinois**

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Notes to Required Supplementary Information  
November 30, 2023 and 2022

### **Budgetary Information**

Budgetary information is derived from the annual operating budget and is presented using generally accepted accounting principles and the accrual basis of accounting. We also note depreciation expense is not budgeted.

**Solid Waste Agency of Lake County, Illinois**
**Illinois Municipal Retirement Fund**
**Schedule of Changes in the Agency's Net Pension Liability (Asset) and Related Ratios**

As of Measurement Date

	2022	2021	2020	2019	2018	2017	2016	2015	2014
<b>Total Pension Liability</b>									
Service cost	\$ 35,268	\$ 48,554	\$ 49,114	\$ 49,143	\$ 45,265	\$ 47,951	\$ 47,885	\$ 44,802	\$ 48,289
Interest on the total pension liability	218,746	208,566	195,859	188,842	178,364	175,349	188,288	162,272	150,456
Differences between expected and actual experience	128,242	24,946	24,398	(18,492)	39,064	(8,780)	(20,058)	(76,621)	(113,552)
Changes of assumptions	-	-	4,870	-	68,379	(70,935)	-	-	76,878
Benefit payments, including refunds of member contributions	(157,831)	(116,057)	(110,103)	(107,588)	(105,261)	(102,863)	(100,533)	(3,502)	(2,077)
<b>Net change in total pension liability</b>	<b>227,426</b>	<b>166,039</b>	<b>165,136</b>	<b>111,805</b>	<b>226,811</b>	<b>42,742</b>	<b>65,512</b>	<b>126,951</b>	<b>159,994</b>
<b>Total Pension Liability, Beginning</b>	<b>3,076,970</b>	<b>2,910,931</b>	<b>2,745,795</b>	<b>2,833,980</b>	<b>2,408,178</b>	<b>2,365,437</b>	<b>2,269,925</b>	<b>2,142,974</b>	<b>1,982,960</b>
<b>Total Pension Liability, Ending (A)</b>	<b>\$ 3,304,396</b>	<b>\$ 3,076,970</b>	<b>\$ 2,910,931</b>	<b>\$ 2,745,785</b>	<b>\$ 2,633,989</b>	<b>\$ 2,408,179</b>	<b>\$ 2,365,437</b>	<b>\$ 2,269,925</b>	<b>\$ 2,142,974</b>
<b>Plan Fiduciary Net Position</b>									
Employer contributions	\$ 4,231	\$ 3,553	\$ 3,705	\$ 3,346	\$ 3,309	\$ 3,441	\$ 3,416	\$ 3,751	\$ 28,569
Employee contributions	21,180	19,485	20,081	19,034	18,850	18,222	17,879	17,770	16,266
Net investment income (loss)	(598,801)	848,481	499,809	571,087	(192,179)	513,968	185,578	14,083	165,146
Benefit payments, including refunds of member contributions	(157,831)	(116,057)	(110,103)	(107,588)	(105,261)	(102,863)	(100,563)	(3,502)	(2,077)
Other (net transfer)	2,286	(2,773)	22,909	2,197	42,924	(38,435)	9,372	(175,265)	(86,686)
<b>Net change in plan fiduciary net position</b>	<b>(726,955)</b>	<b>552,999</b>	<b>436,401</b>	<b>488,006</b>	<b>(232,357)</b>	<b>394,333</b>	<b>115,680</b>	<b>(143,193)</b>	<b>122,218</b>
<b>Plan Fiduciary Net Position, Beginning</b>	<b>4,419,528</b>	<b>3,666,527</b>	<b>3,430,125</b>	<b>2,942,120</b>	<b>3,174,477</b>	<b>2,780,144</b>	<b>2,664,484</b>	<b>2,807,657</b>	<b>2,665,439</b>
<b>Plan Fiduciary Net Position, Ending (B)</b>	<b>\$ 3,692,571</b>	<b>\$ 4,419,526</b>	<b>\$ 3,866,527</b>	<b>\$ 3,430,126</b>	<b>\$ 2,942,120</b>	<b>\$ 3,174,477</b>	<b>\$ 2,780,144</b>	<b>\$ 2,664,464</b>	<b>\$ 2,807,667</b>
<b>Employer's Net Pension Liability (Asset) - Ending (a) - (b)</b>	<b>\$ (368,176)</b>	<b>\$ (1,342,556)</b>	<b>\$ (955,595)</b>	<b>\$ (684,331)</b>	<b>\$ (308,130)</b>	<b>\$ (766,288)</b>	<b>\$ (414,707)</b>	<b>\$ (304,539)</b>	<b>\$ (664,683)</b>
Plan fiduciary net position as a percentage of the total pension liability (asset)	111.75%	143.63%	132.63%	124.92%	111.70%	131.82%	117.53%	117.38%	131.02%
Covered-employee payroll	\$ 470,227	\$ 433,011	\$ 446,239	\$ 423,651	\$ 418,687	\$ 404,931	\$ 397,304	\$ 394,891	\$ 386,905
Employer's net pension liability as a percentage of covered-employee payroll	(82.55%)	(310.05%)	(214.14%)	(161.53%)	(73.86%)	(189.24%)	(104.38%)	(99.91%)	(181.16%)

**Notes to Schedule:**

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which is available.

See notes to required supplementary information

**Solid Waste Agency of Lake County, Illinois**
**Illinois Municipal Retirement Fund  
Schedule of Employer Contributions**

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	\$ 4,232	\$ 3,854	\$ 3,704	\$ 3,348	\$ 3,309	\$ 3,442	\$ 3,417	\$ 3,751	\$ 29,589
Contributions in relation to the actuarially determined contribution	(4,231)	(3,853)	(3,705)	(3,348)	(3,309)	(3,441)	(3,416)	(3,751)	(29,589)
Contribution deficiency (excess)	\$ 1	\$ 1	\$ (1)	\$ -	\$ -	\$ 1	\$ 1	\$ -	\$ -
Covered-employee payroll	\$ 470,227	\$ 433,011	\$ 448,239	\$ 423,051	\$ 418,887	\$ 404,931	\$ 397,304	\$ 394,891	\$ 368,905
Contributions as a percentage of covered-employee payroll	0.90%	0.89%	0.83%	0.79%	0.78%	0.85%	0.86%	0.95%	8.06%

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which is available.

**Notes to Schedule:**
**Valuation date:**

Actuarially determined contribution rates are calculated as of December 31 each year, which are 11 months prior to the beginning of the fiscal year in which contributions are reported.

**Methods and assumptions used to determine contribution rates:**

Actuarial cost method	Aggregate entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	28 years
Asset valuation method	5-Year smooth market, 20% corridor
Wage growth	2.75%
Inflation	2.25%
Salary increases	2.85% to 13.75% including inflation
Investment rate of return	7.25%
Retirement Age	

**Mortality**

Experience-based table of rates that are specific to the type of eligibility condition. Last updated for the 2020 valuation pursuant to an experience study of the period 2017-2019. For Non-disabled Retirees, the Pub-2010, Amount-Weighted, below-median Income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For Disabled Retirees, the Pub-2010, Amount-Weighted, below-median Income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For Active Members the Pub-2010, Amount-Weighted, below-median Income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

**Other information:**

There were no benefit changes during the year.

See notes to required supplementary information



# Reporting and insights from the fiscal year 2023 audit:

Solid Waste Agency of Lake  
County, Illinois

November 30, 2023

# Executive summary

May 23, 2024

Board of Directors  
Solid Waste Agency of Lake County  
1131 Estes Street  
Gurnee, IL 60031

We have completed our audit of the financial statements of the Solid Waste Agency of Lake, County (SWALCO) for the year ended November 30, 2023, and have issued our report thereon May 23, 2024. This letter presents communications required by our professional standards.

Your audit should provide you with confidence in your financial statements. The audit was performed based on information obtained from meetings with management, data from your systems, knowledge of SWALCO's operating environment and our risk assessment procedures. We strive to provide you clear, concise communication throughout the audit process and of the final results of our audit.

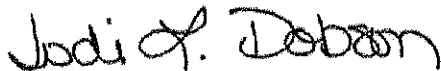
Additionally, we have included information on key risk areas SWALCO should be aware of in your strategic planning. We are available to discuss these risks as they relate to your organization's financial stability and future planning.

If you have questions at any point, please connect with us:

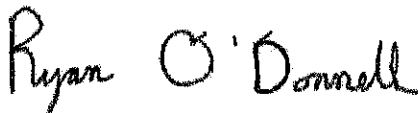
- Jodi Dobson, Partner: [jodi.dobson@bakertilly.com](mailto:jodi.dobson@bakertilly.com) or +1 (608) 240 2469
- Ryan O'Donnell, Senior Manager: [ryan.okdonnell@bakertilly.com](mailto:ryan.okdonnell@bakertilly.com) or +1 (608) 240 2606

Sincerely,

Baker Tilly US, LLP



Jodi Dobson, CPA, Partner



Ryan O'Donnell, CPA, Senior Manager

THIS COMMUNICATION IS INTENDED SOLELY FOR THE INFORMATION AND USE OF THOSE CHARGED WITH GOVERNANCE, AND, IF APPROPRIATE, MANAGEMENT, AND IS NOT INTENDED TO BE AND SHOULD NOT BE USED BY ANYONE OTHER THAN THESE SPECIFIED PARTIES.

BAKER TILLY US, LLP, TRADING AS BAKER TILLY, IS A MEMBER OF THE GLOBAL NETWORK OF BAKER TILLY INTERNATIONAL LTD., THE MEMBERS OF WHICH ARE SEPARATE AND INDEPENDENT LEGAL ENTITIES.

# Responsibilities

## Our responsibilities

As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. Reasonable assurance is a high level of assurance.
- Assessing the risks of material misstatement of the financial statements, whether due to fraud or error. Included in that assessment is a consideration of SWALCO's internal control over financial reporting.
- Performing appropriate procedures based upon our risk assessment.
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management.
- Forming and expressing an opinion based on our audit about whether the financial statements prepared by management, with the oversight of the Board of Directors:
  - Are free from material misstatement
  - Present fairly, in all material respects and in accordance with accounting principles generally accepted in the United States of America
- Our audit does not relieve management or the Board of Directors of their responsibilities.

We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of the Board of Directors, including:

- Internal control matters
- Qualitative aspects of SWALCO's accounting practice including policies, accounting estimates and financial statement disclosures
- Significant unusual transactions
- Significant difficulties encountered
- Disagreements with management
- Circumstances that affect the form and content of the auditors' report
- Audit consultations outside the engagement team
- Corrected and uncorrected misstatements
- Other audit findings or issues

# Audit status

## Significant changes to the audit plan

There were no significant changes made to either our planned audit strategy or to the significant risks and other areas of emphasis identified during the performance of our risk assessment procedures.



# Audit approach and results

## Planned scope and timing

### Audit focus

Based on our understanding of SWALCO and environment in which you operate, we focused our audit on the following key areas:

- Key transaction cycles
- Areas with significant estimates
- Implementation of new accounting standards (if applicable)

Our areas of audit focus were informed by, among other things, our assessment of materiality. Materiality in the context of our audit was determined based on specific qualitative and quantitative factors combined with our expectations about SWALCO's current year results.

## Key areas of focus and significant findings

### Significant risks of material misstatement

A significant risk is an identified and assessed risk of material misstatement that, in the auditor's professional judgment, requires special audit consideration. Within our audit, we focused on the following areas below.

Significant risk areas	Testing approach	Conclusion
Management override of controls	Incorporate unpredictability into audit procedures, emphasize professional skepticism and utilize audit team with industry expertise	Procedures identified provided sufficient evidence for our audit opinion
Improper revenue recognition due to fraud	Confirmation or validation of certain revenues supplemented with detailed predictive analytics based on non-financial data and substantive testing of related receivables	Procedures identified provided sufficient evidence for our audit opinion

### Other areas of emphasis

We also focused on other areas that did not meet the definition of a significant risk but were determined to require specific awareness and a unique audit response.

Other areas of emphasis		
Cash and investments	Revenues and receivables	General disbursements
Payroll	Pension and OPEB liabilities/(assets) and related deferrals	Financial reporting and required disclosures
Capital assets including infrastructure	Net position calculations	

## Internal control matters

We considered SWALCO's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements. We are not expressing an opinion on the effectiveness of SWALCO's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.

A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

## Required communications

### Qualitative aspect of accounting practices

- **Accounting policies:** Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we have advised management about the appropriateness of accounting policies and their application. The significant accounting policies used by SWALCO are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing accounting policies was not changed during 2023. We noted no transactions entered into by SWALCO during the year for which accounting policies are controversial or for which there is a lack of authoritative guidance or consensus or diversity in practice.
- **Accounting estimates:** Accounting estimates, including fair value estimates, are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements, the degree of subjectivity involved in their development and because of the possibility that future events affecting them may differ significantly from those expected. The following estimates are of most significance to the financial statements:

Estimate	Management's process to determine	Baker Tilly's conclusions regarding reasonableness
Depreciation	Evaluate estimated useful life of the asset and original acquisition value	Reasonable in relation to the financial statements as a whole
Net pension liability/(asset) and related deferrals	Evaluation of information provided by the Illinois Municipal Retirement Fund	Reasonable in relation to the financial statements as a whole

There have been no significant changes made by management to either the processes used to develop the particularly sensitive accounting estimates, or to the significant assumptions used to develop the estimates, noted above.

- **Financial statement disclosures:** The disclosures in the financial statements are neutral, consistent and clear.

### Significant unusual transactions

There have been no significant transactions that are outside the normal course of business for SWALCO or that otherwise appear to be unusual due to their timing, size or nature.

### Significant difficulties encountered during the audit

We encountered no significant difficulties in dealing with management and completing our audit.

**Disagreements with management**

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

**Audit report and key audit matters**

There have been no departures from the auditors' standard report.

**Audit consultations outside the engagement team**

We encountered no difficult or contentious matters for which we consulted outside of the engagement team.

**Uncorrected misstatements and corrected misstatements**

Professional standards require us to accumulate misstatements identified during the audit, other than those that are clearly trivial, and to communicate accumulated misstatements to management. The schedule within the attachments summarizes the uncorrected misstatements, other than those that are clearly trivial, that we presented to management. In our judgment, neither the uncorrected misstatements nor the misstatements that management corrected, either individually or in the aggregate, indicate matters that could have had a significant effect on SWALCO's financial reporting process.

**Other audit findings or issues**

We encountered no other audit findings or issues that require communication at this time.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as SWALCO's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Management's consultations with other accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

**Written communications between management and Baker Tilly**

The attachments include copies of other material written communications, including a copy of the management representation letter.

**Compliance with laws and regulations**

We did not identify any non-compliance with laws and regulations during our audit.

## **Fraud**

We did not identify any known or suspected fraud during our audit.

## **Going concern**

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of SWALCO's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the financial statements, including the effects on the financial statements and the adequacy of the related disclosures, and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

## **Independence**

We are not aware of any relationships between Baker Tilly and SWALCO that, in our professional judgment, may reasonably be thought to bear on our independence.

## **Related parties**

We did not have any significant findings or issues arise during the audit in connection with SWALCO's related parties.

## **Other matters**

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

## **Nonattest services**

The following nonattest services were provided by Baker Tilly:

- Financial statement preparation
- Adjusting journal entries

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

# Audit committee resources

Visit our resource page for regulatory updates, trending challenges and opportunities in your industry and other timely updates.

Visit the resource page at <https://www.bakertilly.com/insights/audit-committee-resource-page>.

# Management representation letter



SOLID WASTE AGENCY OF LAKE COUNTY, IL

<i>Antioch</i>	<i>Highland Park</i>	<i>Lindenhurst</i>	<i>Third Lake</i>
<i>Bannockburn</i>	<i>Highwood</i>	<i>Long Grove</i>	<i>Tower Lakes</i>
<i>Beach Park</i>	<i>Island Lake</i>	<i>Mundelein</i>	<i>Vernon Hills</i>
<i>Deer Park</i>	<i>Kildeer</i>	<i>North Barrington</i>	<i>Wolo</i>
<i>Deerfield</i>	<i>Lake Barrington</i>	<i>North Chicago</i>	<i>Wadsworth</i>
<i>Fox Lake</i>	<i>Lake Bluff</i>	<i>Park City</i>	<i>Wauconda</i>
<i>Grayslake</i>	<i>Lake County</i>	<i>Port Barrington</i>	<i>Waukegan</i>
<i>Great Lakes NTC</i>	<i>Lake Forest</i>	<i>Riverwoods</i>	<i>Winthrop Harbor</i>
<i>Green Oaks</i>	<i>Lake Villa</i>	<i>Round Lake</i>	<i>Zion</i>
<i>Gurnee</i>	<i>Lake Zurich</i>	<i>Round Lake Beach</i>	
<i>Hainesville</i>	<i>Libertyville</i>	<i>Round Lake Heights</i>	
<i>Hawthorn Woods</i>	<i>Lincolnshire</i>	<i>Round Lake Park</i>	

May 23, 2024

Baker Tilly US, LLP  
1301 W. 22nd Street  
Suite 400  
Oak Brook, Illinois 60523

Dear Baker Tilly US, LLP:

We are providing this letter in connection with your audit of the financial statements of the Solid Waste Agency of Lake County, Illinois (SWALCO) as of November 30, 2023 and for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position of SWALCO and the respective changes in financial position and cash flows in conformity with accounting principles generally accepted in the United States of America (GAAP). We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control over financial reporting, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

#### Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 17, 2022, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- 2) The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America. We have engaged you to advise us in fulfilling that responsibility. The financial statements include all properly classified funds of the Department required by accounting principles generally accepted in the United States of America to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
  - 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, if any, are reasonable in accordance with U.S. GAAP.
  - 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of accounting principles generally accepted in the United States of America.
  - 7) All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America require adjustment or disclosure have been adjusted or disclosed. No other events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
- 
- 8) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
  - 9) We believe the effects of the uncorrected financial statement misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements as a whole. In addition, you have recommended adjusting journal entries, and we are in agreement with those adjustments.
  - 10) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.
  - 11) Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

#### **Information Provided**

- 12) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of the Board of Directors or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 13) We have disclosed to you results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

- 14) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - a) Management,
  - b) Employees who have significant roles in internal control, or
  - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others.
- 16) We have no knowledge of known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) There are no related parties or related party relationships and transactions, including side agreements, of which we are aware.

**Other**

- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 19) We have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements; or abuse that you have reported to us.
- 20) We have a process to track the status of audit findings and recommendations.
- 21) We have identified to you any previous financial audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 22) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 23) SWALCO has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources or net position.
- 24) We are responsible for compliance with federal, state, and local laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits, debt contracts, and IRS arbitrage regulations; and we have identified and disclosed to you all federal, state, and local laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 25) There are no:

- a) Violations or possible violations of budget ordinances, federal, state, and local laws or regulations (including those pertaining to adopting, approving and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance, except those already disclosed in the financial statement, if any.
  - b) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by accounting principles generally accepted in the United States of America.
  - c) Rates being charged to customers other than the rates as authorized by the applicable authoritative body.
  - d) Violations of restrictions placed on revenues as a result of bond resolution covenants such as revenue distribution or debt service funding.
- 26) In regards to the nonattest services performed by you listed below, we acknowledge our responsibility related to these nonattest services and have 1) accepted all management responsibility; 2) designated an individual with suitable skill, knowledge, or experience to oversee the services; 3) evaluated the adequacy and results of the services performed, and 4) accepted responsibility for the results of the services.

- a) Financial statement preparation
- b) Adjusting journal entries

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.

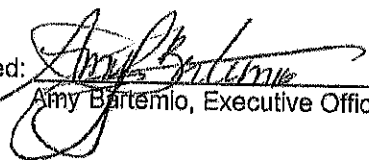
- 27) SWALCO has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) SWALCO has complied with all aspects of contractual agreements that would have a material effect on the financial statement in the event of noncompliance.
- 29) The financial statements properly classify all funds and activities.
- 30) Components of net position (net investment in capital assets; restricted; and unrestricted) are properly classified and, if applicable, approved.
- 31) Provisions for uncollectible receivables, if any, have been properly identified and recorded.
- 32) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 33) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 34) Revenues are appropriately classified in the statement of activities within program revenues and general revenues.
- 35) Deposits and investments are properly classified, valued, and disclosed (including risk disclosures, collateralization agreements, valuation methods, and key inputs, as applicable).
- 36) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated/amortized. Any known impairments have been recorded and disclosed.

- 37) Tax-exempt bonds issued have retained their tax-exempt status.
- 38) We have appropriately disclosed SWALCO's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position were properly recognized under the policy.
- 39) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 40) We assume responsibility for, and agree with, the findings of specialists in evaluating the total OPEB liability and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.
- 41) We assume responsibility for, and agree with, the information provided by the Illinois Municipal Retirement Fund as audited by Plante & Moran LLC relating to the net pension asset/liability and related deferred outflows and deferred inflows and have adequately considered the reasonableness of the amounts and disclosures used in the financial statements and underlying accounting records. We also assume responsibility for the census data that has been reported to the plan.
- 42) We are responsible for the estimation methods and assumptions used in measuring assets and liabilities reported or disclosed at fair value, including information obtained from brokers, pricing services or third parties. Our valuation methodologies have been consistently applied from period to period. The fair value measurements reported or disclosed represent our best estimate of fair value as the measurement date in accordance with the requirements of GASB 72 – *Fair Value Measurement*. In addition our disclosures related to fair value measurements are consistent with the objectives outlined in GASB 72. We have evaluated the fair value information provided to us by brokers, pricing services or other parties that has been used in the financial statements and believe this information to be reliable and consistent with the requirements.
- 43) The auditing standards define an annual report as "a document, or combination of documents, typically prepared on an annual basis by management or those charged with governance in accordance with law, regulation, or custom, the purpose of which is to provide owners (or similar stakeholders) with information on the entity's operations and the financial results and financial position as set out in the financial statements." Among other items, an annual report contains, accompanies, or incorporates by reference the financial statements and the auditors' report thereon. We do not prepare an annual report.
- 44) We have assessed the impact of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, and have determined the standard does not apply.
- 45) There have been no changes to our assessment or applicability with regard to all previously effective GASB Statements that were deemed immaterial or did not impact SWALCO at the time the statements went into effect.

Sincerely,

Solid Waste Agency of Lake County, Illinois

Signed:   
Walter Willis, Executive Director

Signed:   
Amy Bartemio, Executive Office Manager

## **SUMMARY OF UNCORRECTED FINANCIAL STATEMENT MISSTATEMENTS**

**Lake County - SWALCO**

**SUMMARY OF UNCORRECTED FINANCIAL STATEMENT MISSTATEMENTS  
FOR COMMUNICATION TO MANAGEMENT AND GOVERNING BODY  
November 30, 2023**

Financial Statements Effect – Debit (Credit) to Financial Statement Total									
	Current Assets	Noncurrent Assets	Total Assets/ Deferred Outflows	Current Liabilities	Noncurrent Liabilities	Total Liabilities/ Deferred Inflows	Total Revenues	Total Expenses/ Expenditures	Change in Net Position/ Fund Balances
Business – Type Activities	\$ -	\$ -	\$ -	\$ -	\$ (7,501)	\$ (7,501)	\$ -	\$ 39,351	\$ (31,850)

## Client service team



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# Accounting changes relevant to SWALCO

## Future accounting standards update

GASB Statement Number	Description	Potentially Impacts you	Effective date
100	Accounting Changes and Error Corrections		11/30/24
101	Compensated Absences	✓	11/30/25
102	Certain Risk Disclosures	✓	11/30/25

Further information on upcoming GASB pronouncements.

## Updated accounting and reporting for compensated absences

The Governmental Accounting Standards Board (GASB) issued its Statement No. 101, *Compensated Absences*, in June 2022. The objective of GASB 101 is to update the recognition and measurement guidance for compensated absences for state & local government employers. It supersedes GASB No. 16, *Accounting for Compensated Absences*, issued in 1992, as well as earlier guidance, and addresses changes resulting from the types of leave now being offered. GASB 101 is effective for fiscal years beginning after December 15, 2023 (i.e., December 31, 2024, and June 30, 2025 year-end reporting entities).

GASB 101 more appropriately reflects a liability *when* a government incurs an obligation for compensated absences, and will improve comparability of reporting between governments that offer different types of leave. It requires that liabilities be recognized for (1) leave that has not been used, and (2) leave that has been used but not yet paid in cash or settled-up via non-cash means. Compensated absences is defined as leave for which employees may receive one or more of the following:

- Cash payments when the leave is used for time off;
- Other cash payments, such as payment for unused leave upon termination of employment, or;
- Noncash settlements, such as conversion to defined benefit postemployment benefits.

Examples of compensated absences provided in GASB 101 include vacation, sick leave, paid time off (PTO), holidays, parental leave, bereavement leave, and certain types of sabbatical leave. Payment or settlement of compensated absences could occur during employment, or upon termination of employment. GASB 101 does not apply to benefits that are within the scope of GASB 47, *Accounting for Termination Benefits*.

GASB 101 requires that a liability should be recognized for leave that has not been used if all of the following are true:

- The leave is attributable to services already rendered;
- The leave accumulates, and;
- The leave is "more likely than not" (i.e., likelihood of more than 50%) to be used for time off or otherwise paid in cash or settled through noncash means (101 provides factors to assess this criteria). (This differs from GASB 16, which required payment to be "probable" to be recognized).

Under GASB 101, governments will now need to accrue for time that has accumulated and is likely to be used, even if the employee is not eligible for a payout upon termination. This was not a requirement under GASB 16, and thus may result in a higher compensated absence liability.

GASB 101 requires liabilities for compensated absences to be recognized in financial statements prepared using the economic resources measurement focus equal to the amount of leave that has not yet been used and leave that has been used but not yet paid or settled. GASB 101 did not change the report for financial statements prepared using the current financial resources measurement focus (i.e., governmental funds).

Other changes in financial statement disclosures include the change in compensated absences liability can now be disclosed as a net change, rather than gross increases/decreases in the liability. Also, governments are no longer required to disclose which fund has typically liquidated the liability.

We recommend that governments begin to review the guidance contained in GASB 101 within the context of your existing compensated absences policies and accounting practices, in order to be better informed in terms of the information that you will need for this implementation.

### **New guidance on disclosure of certain risks**

The requirements in GASB Statement No. 102, *Certain Risk Disclosures* is meant to provide financial statement users with information about certain risks when circumstances make a government vulnerable to a heightened possibility of loss or harm. It requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints.

- (a) The Statement defines a concentration as a lack of diversity related to an aspect of a significant inflow or outflow of resources—for example, a small number of companies that represent a majority of employment in a government's jurisdiction, or a government that relies on one revenue source for most of its revenue.
- (b) The Statement defines a constraint as a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority—such as a voter-approved property tax cap or a state-imposed debt limit.

Concentrations and constraints may limit a government's ability to acquire resources or control spending.

The Statement generally requires a government to disclose information about a concentration or constraint if all of the following criteria are met:

- (a) The concentration or constraint is *known* to the government prior to issuing the financial statements.
- (b) The concentration or constraint makes the government vulnerable to the risk of a substantial impact.
- (c) An event or events associated with the concentration or constraint that could cause a substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued.

The disclosures should include a description of the following:

- The concentration or constraint,
- Each event associated with the concentration or constraint that could cause a substantial impact if the event has occurred or has begun to occur prior to the issuance of the financial statements, and
- Actions taken by the government to mitigate the risk prior to the issuance of the financial statements.

# Two-way audit communications

As part of our audit of your financial statements, we are providing communications to you throughout the audit process. Auditing requirements provide for two-way communication and are important in assisting the auditor and you with more information relevant to the audit.

As this past audit is concluded, we use what we have learned to begin the planning process for next year's audit. It is important that you understand the following points about the scope and timing of our next audit:

- a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.
- b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:
  - Identify types of potential misstatements.
  - Consider factors that affect the risks of material misstatement.
  - Design tests of controls, when applicable, and substantive procedures.
- c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations and provisions of contracts or grant programs.
- d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

Our audit will be performed in accordance with auditing standards generally accepted in the United States of America.

We are very interested in your views regarding certain matters. Those matters are listed here:

- a. We typically will communicate with your top level of management unless you tell us otherwise.
- b. We understand that the governing board has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.
- c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.
- d. We anticipate that SWALCO will receive an unmodified opinion on its financial statements.
- e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?
- f. Have you had any significant communications with regulators or grantor agencies?
- g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness and actions of the governing body concerning:

- a. The entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control?
- b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here is some general information. If necessary, we may do preliminary financial audit work during the months of October-December, and sometimes early in January. Our final financial fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our financial audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what this all means, or wish to provide other feedback. We welcome the opportunity to hear from you.

**A -2 . Intergovernmental Agreement with IEPA**

**ISSUE:** Whether to approve the Intergovernmental Agreement with the IL Environmental Protection Agency (IEPA) to continue SWALCO's household chemical waste collection program.

**RECOMMENDATION:** SWALCO staff recommends approval of the Intergovernmental Agreement pending receipt of a revised draft from IEPA and SWALCO attorney approval.

**BACKGROUND:** The Agency's HCW program relies on its relationship with IEPA to cover the costs of final disposal/management of the HCW we collect and to take generator status of the waste thus helping to shield the Agency from environmental liability. This relationship is formally outlined in the attached Intergovernmental Agreement. We previously approved an IA with IEPA in 2022 with a term from June 6, 2022 to June 30, 2028. Due to EPR laws being enacted for drugs and paint the IEPA wanted to update the IA with all 5 HHW sites in IL to reflect these materials will no longer be part of the IEPA's collection program. In addition, the IEPA made other minor changes to the agreement and wanted our term to be the same as all the other sites which will be from July 1, 2024 to June 30, 2029. As with our current IA the Agreement can be terminated without cause by either party with 60 days notice.

Derke, Joe and I held a call with IEPA on May 30, 2024 to go over our questions and comments on the draft sent to us by IEPA. We are still awaiting a revised draft from IEPA. You will note the draft does not provide the annual program allocation and we are still waiting on IEPA to provide that amount. Our last notice from IEPA indicated our cap was \$375,000 per year.

**ENCLOSED DOCUMENTS:** Draft Intergovernmental Agreement

**STAFF:** Walter S. Willis, Executive Director  
Joe Martino, HCW Program Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**THE SOLID WASTE AGENCY OF LAKE COUNTY AND**  
**THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**  
**TO CONTINUE THE OPERATION AND MANAGEMENT OF A LONG TERM**  
**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

**THIS INTERGOVERNMENTAL AGREEMENT** (Agreement) is entered into this day of \_\_\_\_\_, 2024, between the Solid Waste Agency of Lake SWALCO ("SWALCO"), with offices at 1311 North Estes Street, Gurnee, Illinois 60031, and the Illinois Environmental Protection Agency ("Illinois EPA"), 1021 North Grand Avenue East, Springfield, Illinois 62794-9276, an agency of the Executive Branch of the government of the State of Illinois created by the Illinois General Assembly under the Illinois Environmental Protection Act, 415 ILCS 5/4. SWALCO and the Illinois EPA also are referred to herein each as a "Party" and together as the "Parties".

**RECITALS**

1. **WHEREAS**, Section 5 of the Intergovernmental Cooperation Act (ICA) provides, in part, that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform," 5 ILCS 220/5; and
2. **WHEREAS**, SWALCO and the Illinois EPA are public agencies within the meaning of Section 2 of the ICA, 5 ILCS 220/2; and
3. **WHEREAS**, SWALCO was established under the ICA to implement the Lake County Solid Waste Management Plan; and
4. **WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine, or transfer any power or function; and
5. **WHEREAS**, the Illinois General Assembly has found that there is a need for household hazardous waste collection centers throughout the State that can be operated to augment existing and future hazardous waste storage facilities, 415 ILCS 90/2; and
6. **WHEREAS**, Section 22.16b(d) of the Illinois Environmental Protection Act mandates that Illinois EPA establish household hazardous waste collection centers in appropriate places in the State to ensure that said wastes collected are properly disposed of and authorizes the Illinois EPA to contract with other parties for that purpose, 415 ILCS 5/22.16b(d); and
7. **WHEREAS**, in order to protect against environmental damage and harm to public health, safety and welfare that may result from improper and unsafe transportation, treatment, storage, disposal, and dumping of household hazardous wastes ("HHW"), the Lake County Board

and SWALCO Board of Directors have determined to provide an HHW collection and disposal program as part of the Lake County Solid Waste Management Plan with partial assistance and financing from the Illinois EPA; and

8. **WHEREAS**, SWALCO and the Village of Gurnee have signed a Host Agreement pursuant to 415 ILCS 5/22.16b(d) concerning SWALCO's primary collection center facility, located at 1311 North Estes Street, Gurnee, Illinois ("Facility"); and

9. **WHEREAS**, pursuant to this HHW collection and disposal program, SWALCO has been collecting HHW at its mobile collection sites (as defined herein) and transporting HHW to the Facility as well as accepting public drop-off of HHW at the Facility; and

10. **WHEREAS**, Illinois EPA has entered a Contract with a hazardous waste collection firm (Contractor) to pick up Acceptable HHW, as defined herein, from the Facility and transport said HHW to a facility or facilities designated or approved by Illinois EPA for disposal, recycling or treatment of said HHW, to provide supplies and materials to SWALCO for the partial operation of its HHW program, and to provide training to SWALCO's Collection Personnel (defined below) as provided therein (Contractor's Services) and

11. **WHEREAS**, the Contract for Contractor's Services that is currently in effect, and any subsequent such Contract entered by Illinois EPA during the term of this Agreement or any extension or renewal hereof, including any amendment or amendments, extensions, or renewals of such Contract for Contractor's Services, is hereinafter referred to as the "HHW Contract."

12. **WHEREAS**, since at least 2017, the Illinois EPA and SWALCO have entered into intergovernmental agreements with respect to the operation of SWALCO's HHW program at the Facility (HHW IGA). The current HHW IGA between the Parties was entered into on July 14, 2022 (2022 HHW IGA) and is set to expire on June 30, 2028. However, due to significant changes in the scope of the Agency's HHW Contract, the terms of the 2022 HHW IGA need to be replaced; and

13. **WHEREAS**, by mutual agreement, the Illinois EPA and SWALCO agree to amend the term of the 2022 HHW IGA to terminate on June 30, 2024; and

14. **WHEREAS**, the Illinois EPA and SWALCO wish to continue the relationship generally described above by entering into a new Intergovernmental Agreement to clarify their respective responsibilities as provided herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the Parties agree that:

#### **1.0 INCORPORATION OF RECITALS.**

1.1 The foregoing recitals are incorporated by reference as though fully set forth herein.

#### **1.5 DEFINITIONS.**

"Acceptable Household Hazardous Waste" or "Acceptable HHW" means a consumer disposed waste product or material intended for household use generally containing constituents that make its disposal in municipal waste landfills or incinerators undesired. Acceptable HHW includes, but is not limited to, those materials set forth on Exhibit A attached hereto and incorporated herein. The definition of Acceptable HHW shall not be amended by Illinois EPA except upon 60 days' advanced written notice to SWALCO.

"Collection center" means a secured site approved by Illinois EPA to be used as a base for a household hazardous waste collection facility.

"Mobile collection site" means a one-day household waste collection event operated in accordance with Section 22.55(d) of the Illinois Environmental Protection Act where the public may drop off HHW and from where SWALCO shall transport collected HHW to the Facility. The location of SWALCO's mobile collection sites may vary from year-to-year.

## **2.0 TERM OF THIS AGREEMENT.**

- 2.1 The term of this Agreement shall be for five (5) years beginning on July 1, 2024, and expiring on June 30, 2029, unless sooner terminated or extended, as herein provided ("Term").

## **3.0 FACILITY LOCATION, DESIGN, AND OPERATION.**

- 3.1 At its sole expense, SWALCO shall continue to provide for the collection, classification, packaging, and temporary storage of Acceptable HHW at the Facility as herein provided. This Agreement applies to operation of the HHW collection program at the location identified herein and shall not apply to any other location unless expressly agreed to by the Illinois EPA in writing.
- 3.2 SWALCO shall comply with all applicable laws and regulations, including but not limited to, environmental laws and regulations, and obtain all necessary permits and approvals required for capital improvements to and operation of the Facility including, but not limited to, Illinois EPA non-hazardous waste storage permits. Waste shall not be received at the Facility unless all permits and approvals required by law have been obtained.
- 3.3 The Facility shall include one or more storage/containment structure(s) for the HHW that meets or exceeds all permit criteria for design and operation of such structures as required by 35 Ill. Adm. Code Part 807 or any superseding regulations. All operations and any modification or expansion of the Facility and storage/containment building(s) shall comply with permit requirements and applicable laws. In addition to compliance with permit criteria, the Facility shall satisfy the following requirements:



- 3.3.a. The size and configuration of the property shall allow for efficient unloading, segregating, and storage of wastes;
- 3.3.b. The size and configuration of the property shall allow for easy entry and exit by residents wishing to drop off Acceptable HHW (as defined in Section 6.1) at the Facility, their vehicles, and the vehicles of the Contractor.
- 3.3.c. All unloading zones, waste handling and storage areas shall be located on a level, intact asphalt or concrete surface.
- 3.3.d. The active portion of the Facility shall be properly secured at all times, and all Acceptable HHW shall be stored in a locked storage room located within the Facility. Except for unloading areas, residents shall not be allowed access to the active portion of the Facility.
- 3.3.e. Traffic shall be directed to move freely and safely within the Facility and SWALCO shall use its best efforts to prevent queuing and traffic hazards on streets surrounding the Facility.
- 3.3.f. All collected Acceptable HHW shall be placed in a storage building located at the Facility that is lockable, vented, labeled, properly secured, and in compliance with all permit requirements and applicable laws. All collected Acceptable HHW shall be placed inside the storage building at the close of each collection day.
- 3.3.g. SWALCO shall appoint a local project manager (HHW Facility Manager) to be the main contact with the Illinois EPA for purposes of this Agreement. That person shall be an employee or contractual employee of SWALCO, a high school graduate, and possess credit for at least eight (8) semester hours of college-level chemistry or a Bachelor of Science Degree in one of the life or natural science disciplines from an accredited institution. SWALCO shall promptly notify the Illinois EPA if the HHW Facility Manager is changed and provide information detailing the new HHW Facility Manager's education and experience.
- 3.3.h. SWALCO may, but shall under no circumstances be obligated to, contract with other entities to carry out collection services at the Facility (SWALCO Contractors). All collection personnel employed by SWALCO or by any SWALCO Contractors or subcontractors at the Facility (collectively the Collection Personnel) shall obtain a physician's certification of physical ability to handle waste materials, wear safety equipment, and perform light physical labor. All Collection Personnel shall successfully complete the training required under Section 7.0. Except as provided in Section 7.0, SWALCO shall be responsible for all costs for the Collection Personnel including, but not limited to, salary, benefits, travel, and personal protective equipment.

3.3.i. SWALCO shall maintain safety and emergency contingency plans to protect the health and safety of Collection Personnel, Illinois EPA personnel, the Contractor, and the public at the Facility. All Collection Personnel shall be familiar with the plans and comply with them fully. A red bulletin board shall be placed in a conspicuous area, within clear view from the unloading area, and have the phrase "Emergency Information" printed large enough to be seen from the unloading area and in a contrasting color. At a minimum, the following shall be attached to the bulletin board:

- (i) Location of the nearest telephone or other communication device;
- (ii) Phone numbers for all emergency services, including but not limited to, ambulance, hospital, poison information center, fire department, police department, sheriff, airport, and state police; and
- (iii) A map to the nearest medical center that is open during the Facility's normal operating hours as well as a map to the nearest 24-hour medical center.

The Facility shall be equipped with safety equipment (e.g., personal protective gear, eye wash, fire extinguishers, first aid supplies) necessary to prevent or treat injury to anyone at the Facility, including but not limited to Collection Personnel and public participants. The Facility shall be equipped with at least one easily accessible communication device (e.g., telephone, cellular telephone, two-way radio) to summon emergency assistance in case of an accident.

3.3.j. SWALCO shall submit to the Illinois EPA quarterly reports, and maintain at the Facility legible, detailed, and accurate records, of all activities related to the HHW collection operation including:

- (i) Written summaries of the dates of collection at the Facility, number of participants, amounts and types of wastes received, a drum or cubic yard box inventory of collected waste, and the manifest numbers of the drums, cubic yard boxes, or other waste receptacles removed from the Facility;
- (ii) Any proposed changes to the HHW collection operation; and
- (iii) Such other records, reports, and documents as may be reasonably required by Illinois EPA related to the HHW collection operation.

3.3.k. SWALCO shall notify Illinois EPA, as soon as reasonably practical under the circumstances, of all incidents at the Facility that involve a release of waste, spill, injury, fire, or explosion. SWALCO shall provide Illinois EPA with written descriptions of the incidents and such other information requested by Illinois EPA.

#### **4.0 HOURS OF OPERATION OF THE FACILITY.**

- 4.1 SWALCO shall provide HHW collection services at the Facility up to 40 hours per month.
- 4.2 SWALCO may modify the Facility's schedule of HHW collection operations upon written approval of the Illinois EPA.
- 4.3 HHW collection services provided by SWALCO at the Facility shall be available to any resident of the State of Illinois.
- 4.4 Subject to written approval by the Director of IEPA and upon the request of SWALCO, SWALCO may accept for the temporary storage at the FACILITY and pick-up, transportation and disposal by IEPA'S CONTRACTOR, HHW that has been collected and delivered to the FACILITY by other government operated or sponsored entities.
  - 4.4.a. Any such HHW received by SWALCO shall be subject to Sections 3.3.f, 3.3j, 5.0, 6.0 and 8.0 of this AGREEMENT as if the Acceptable HHW had been collected by SWALCO itself.
  - 4.4.b. The Director's approval may be subject to conditions deemed appropriate within the sole discretion of the Director and conditions as otherwise agreed upon by the Parties.
  - 4.4.c. The Director may, within the sole discretion of the Director, withdraw this approval in writing at any time subject only to the requirement that the CONTRACTOR shall pick-up, transport and dispose of Acceptable HHW that has been delivered to the FACILITY before the date of the withdrawal specified in the notice. IEPA shall provide as much advance notice of the withdrawal as practicable. Notification of the withdrawal shall be provided in accordance with Section 12.0 of this AGREEMENT.

#### **5.0 TRANSPORTATION AND DISPOSAL.**

- 5.1 Subject to the funding, appropriations, suspension, termination, and Maximum Payment Amount provisions set forth in Section 10.4 below, and subject to the provisions set forth herein, the Illinois EPA shall, at its sole expense: i) provide a Contractor to pick up Acceptable HHW (*see* Section 6.1) collected at the Facility and transport the Acceptable HHW to a facility or facilities designated or approved by Illinois EPA for disposal, recycling, or treatment of said Acceptable HHW; and ii) cause the Contractor to provide all necessary packing materials, supplies, and shipping labels for the Acceptable HHW in accordance with Section 5.5 below.
- 5.2 SWALCO shall not be required to pay any fees incurred by the Contractor in picking up, transporting, disposing, recycling, or treatment of the Acceptable HHW

that has been collected at the Facility or for the cost of related supplies under Section 5.5 of this Agreement, as herein provided. Notwithstanding any provision in this Agreement to the contrary, the Illinois EPA reserves the right to change the Contractor in its sole and absolute discretion.

- 5.3 All Acceptable HHW received at the Facility for pickup, transportation, and disposal, recycling, or treatment under this Agreement shall be packed by Collection Personnel for transportation in accordance with the Contractor's specifications and applicable laws. The Contractor may reject Unacceptable Waste, Rejected Waste (as defined in Section 6.3 below) and improperly packed Acceptable HHW.
- 5.4 Notwithstanding any provision to the contrary in this Agreement, the frequency with which the Contractor picks up collected Acceptable HHW from the Facility shall be determined by SWALCO and shall be no less than five business days from the date of SWALCO's written request, provided that SWALCO uses its best efforts to minimize Contractor's Services costs, and further provided that SWALCO operates the Facility and maintains the collected Acceptable HHW in a safe manner and in accordance with applicable laws and permit requirements.
- 5.5 The Contractor shall provide all drums and other materials for packaging and transportation of the collected Acceptable HHW to a treatment, recycling, or disposal facility or facilities designated or approved by the Illinois EPA. The Contractor shall inspect packing lists to ensure they meet all applicable requirements, check drums for proper packing for transportation, seal and label drums, and load them for shipment. The Contractor shall provide replacements for placards and labels, shipping containers, manifests, packing materials, and any other necessary supplies for the management of collected Acceptable HHW.

## **6.0 ACCEPTABLE HHW AND UNACCEPTABLE WASTE.**

- 6.1 Acceptable HHW: The Illinois EPA authorizes its Contractor to only accept from the Facility properly packaged Acceptable HHW as defined herein. Through its Contractor, Illinois EPA will provide for the pick-up, transportation, and disposal, recycling, or treatment of, and related supplies for the management of HHW that is Acceptable HHW as defined by the Contract for Contractor's Services. IEPA must provide no less than 60 days advance written notice to SWALCO of any change to the definition of Acceptable HHW.
- 6.2 Unacceptable Waste: The Illinois EPA will not provide for, and is not otherwise responsible for, the pick-up, transportation, or disposal, recycling, or treatment of Unacceptable Waste, as defined by the Contract for Contractor Services. Nor will the Illinois EPA provide for, or otherwise be responsible for, any related supplies for the management of said Unacceptable Waste, or any costs or liabilities attributable thereto. SWALCO shall reject, for purposes of collection under this Agreement, all non-household hazardous waste, including but not limited to wastes

from business, institutional, industrial, agricultural, governmental, commercial, or other non-household entities, facilities, or locations.

6.3

## **7.0 PERSONNEL TRAINING.**

- 7.1 The Illinois EPA shall, through its Contractor, provide annual training for the Facility's on-site Collection Personnel in the proper method of operating the HHW collection operation subject to this Agreement, including all aspects of receiving, identifying, segregating, and packing the Acceptable HHW in a proper and safe manner.
- 7.2 The training shall consist of a minimum two (2)-day course of no less than fifteen (15) hours including:
  - 7.2.a. Federal and state legal requirements pertaining to HHW handling;
  - 7.2.b. The methods of collecting Acceptable HHW from the public and identifying Unacceptable Waste;
  - 7.2.c. Bulking procedures, the use of different types of containers, record keeping, storage procedures, fire safety, and emergency precautions and procedures;
  - 7.2.d. Procedures for waste shipment, including packaging, labeling and manifest preparation;
  - 7.2.e. Procedures for long-term record keeping, including wastes received, manifests, and disposal information;
  - 7.2.f. The development of an emergency plan addressing first aid and clean-up in the event of a release or spill, and police and fire protection; and
  - 7.2.g. Field practice in waste segregation, bulking, packaging, and record keeping.
- 7.3 The Illinois EPA shall not be responsible for paying the salaries, wages, benefits, and miscellaneous expenses of Collection Personnel undergoing training or assigned to the Facility.

## **8.0 LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS.**

### **8.1 Indemnification.**

- 8.1.1 SWALCO shall indemnify and hold harmless the Illinois EPA, the State of Illinois ("State"), and their respective officials, officers, employees, and authorized representatives (collectively, "Indemnified Parties") for any and

all liability, claims, damages, and cleanup costs arising directly or indirectly out of SWALCO's operation of its HHW program or SWALCO's use or operation of the Facility, including but not limited to exposure to wastes, spills or releases of wastes, fires, or explosions resulting from acts or omissions caused by, arising out of, or occurring in connection with, any activities performed at the Facility by SWALCO's employees, contractors, subcontractors, representatives, or agents and the clean-up costs and restoration work attributable thereto. However, nothing herein abrogates, eliminates, or otherwise affects any claim or defense SWALCO may have against any individual, entity, contractor (including the Illinois EPA's Contractor providing the Contractor's Services or subcontractor, other than the Indemnified Parties. In addition, nothing contained herein shall be construed as a limitation or waiver of defenses available to SWALCO, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*), as to third party claims.

- 8.1.2 Notwithstanding anything stated in this Agreement to the contrary, SWALCO shall not assume any responsibility for lawsuits, damages, attorney's fees, or costs that are proximately caused by the sole negligence of the Indemnified Parties or the Illinois EPA's Contractor providing the Contractor's Services.

## 8.2 Insurance.

- 8.2.1 During the Term of this AGREEMENT, SWALCO shall maintain insurance coverage against all claims with limits of not less than two million dollars (\$2,000,000) per occurrence for environmental liability and not less than one million dollars (\$1,000,000) per occurrence for general building liability (and self-insurance against worker's compensation claims with coverages required by law). SWALCO's self-insurance shall cover claims, liabilities, and damages for all risks of collecting HHW and operating SWALCO's HHW program, including but not limited to, any and all claims arising from acts or omissions by SWALCO, its agents, representatives, officers, officials, or employees related to the collection or management of HHW, use and operation of the FACILITY, and acts or omissions by third party participants in the collection program (except for IEPA's CONTRACTOR providing CONTRACTOR SERVICES), including, but not limited to, claims for damages and cleanup costs resulting from spills or releases of wastes, fires, or explosions that may occur during the conduct of any activity at the FACILITY.
- 8.2.2 SWALCO's insurance for the purposes described in Section 8.2 herein shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Illinois EPA and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Illinois EPA. Any

insurance or self-insurance maintained by the State or the Illinois EPA shall be in excess of SWALCO's insurance and shall not contribute with it.

- 8.2.3 SWALCO shall cause each of its contractors, subcontractors, and consultants employed by or acting on behalf of SWALCO (if any) with respect to the operation of the Facility to maintain insurance coverages acceptable to the Illinois EPA. When requested by the Illinois EPA, SWALCO shall furnish copies of certificates of insurance evidencing the types and amounts of coverages for any such contractors, subcontractors, and consultants.
- 8.3 SWALCO shall be the point of contact for the Illinois EPA concerning all issues relating to this Agreement including, but not limited to, issues related to work subcontracted by SWALCO, if any. SWALCO shall be solely responsible for its contractors and subcontractors' adherence to all provisions of the Agreement and for any claims or damages that may arise as a result of acts or omissions of any such contractors and subcontractors.
- 8.4 The Illinois EPA shall require its Contractor to maintain (i) commercial general liability insurance covering liability arising out of Contractor's acts or omissions in the performance of its ongoing operations and naming SWALCO and the Illinois EPA as additional insureds, and (ii) pollution liability (or contractors pollution liability (CPL) or transportation pollution liability) insurance providing coverage for claims for remediation/cleanup costs in connection with Contractor's work.
- 8.5 The Illinois EPA shall become the generator of record and take title to the Acceptable HHW picked up by the Contractor at the time the Contractor signs the completed Uniform Hazardous Waste Manifest.

## **9.0 PUBLIC INFORMATION PROGRAM.**

- 9.1 SWALCO, at its sole expense, shall continue to encourage public participation and to inform and educate the public about alternatives to household hazardous materials, the proper disposal of household hazardous materials, and environmental and resource recovery issues.

## **10.0 SUSPENSION OR TERMINATION OF THIS AGREEMENT.**

### **10.1 Suspension/Reinstatement.**

- 10.1.1 "Suspend" or "Suspension" as used in this Agreement means that the Parties shall temporarily cease performing their obligations under this Agreement.
- 10.1.2 SWALCO shall provide not less than sixty (60) days prior written notice to the Illinois EPA of its intent to Suspend this Agreement.

- 10.1.3 In addition to Illinois EPA's right to suspend or terminate this Agreement under Sections 10.2 and 10.3, Illinois EPA may suspend this Agreement by providing not less than sixty (60) days prior written notice to SWALCO of its intent to suspend this Agreement.
- 10.1.4 Notice of suspension pursuant to this Section 10.1 shall be made in accordance with Section 12.0.
- 10.1.5 The Illinois EPA, at its sole expense, subject to the appropriation and funding contingency in Section 10.3.1, shall provide Contractor's Services and related supplies for Acceptable HHW collected and stored at the Facility up to, but not including the effective date of suspension regardless of when said HHW is finally disposed in the event that this Agreement is suspended pursuant to Sections 10.1.2 or 10.1.3.
- 10.1.6 If this Agreement is suspended, the Illinois EPA shall endeavor to update its website to reflect the Facility's operating status.
- 10.1.7 The Suspension may be terminated and the obligations under this Agreement reinstated ("Reinstated") by the written Agreement of the Parties hereto. The Illinois EPA shall provide written notification to SWALCO of its desire to Reinstatement this Agreement. The Illinois EPA and SWALCO shall agree upon a timeframe for Reinstatement of the services provided hereunder.
- 10.1.8 If this Agreement is Reinstated, the Illinois EPA shall endeavor to update its website to reflect the Reinstatement of the Facility's operations.
- 10.1.9 Notwithstanding any other provision herein, the obligations set forth in Section 8 above shall remain in full force and effect during any Suspension of this Agreement.

## 10.2 Termination.

- 10.2.1 Either the Illinois EPA or SWALCO may terminate this Agreement with or without cause during the Term set forth in Section 2.0 or during any renewal or extension thereof for any reason by providing not less than sixty (60) days prior written notice of its intent to terminate to the other Party.
- 10.2.2 Notice of termination of the Agreement shall be provided in accordance with the requirements of Section 12.0.
- 10.2.3 The right of termination set forth in Sections 10.2.1 is in addition to Illinois EPA's right to terminate the Agreement as provided in Section 10.3.



10.2.4 If this Agreement is terminated pursuant to Sections 10.2.1 or 10.3, the Illinois EPA shall endeavor to update its website to reflect the termination of the Facility's operations.

10.2.5 The Illinois EPA, at its sole expense, subject to the appropriation and funding contingency in Section 10.3, shall provide Contractor's Services and related supplies for Acceptable HHW collected and stored at the Facility up to, but not including, the effective date of termination, regardless of when said Acceptable HHW is finally disposed of if this Agreement is terminated pursuant to Section 10.2.1.

10.3 Suspension or Termination by Illinois EPA for Insufficient Funds or Appropriations.

10.3.1 Notwithstanding any provision to the contrary in this Agreement, the payments to Contractor and any other obligation provided or required by Illinois EPA herein are expressly contingent upon and subject to the availability of sufficient funds appropriated for the Agreement, the HHW Contract, and the services and supplies being paid for hereunder by Illinois EPA. The Illinois EPA may suspend or terminate this Agreement, in whole or in part, without penalty or further payment being required, if: i) sufficient State funds have not been appropriated to the Illinois EPA, ii) the Governor or the Illinois EPA reserves appropriated funds, iii) the Governor or the Illinois EPA determines that appropriated funds may not be available for payment, or iv) the Illinois EPA determines that there are otherwise insufficient funds available.

10.3.2 The Illinois EPA shall provide notice, in writing, to SWALCO of any such funding failure and its election to terminate or suspend the Agreement as soon as reasonably practicable after such determination is made. Any suspension or termination pursuant to this Section 10.3 will be effective upon SWALCO's receipt of said notice notwithstanding any provision herein to the contrary.

10.3.3 The Illinois EPA's right to suspend or terminate the Agreement as provided in Section 10.3.1 is in addition to Illinois EPA's right to suspend or terminate the Agreement as provided in Sections 10.1 and 10.2, respectively.

10.3.4 Notice of any suspension or termination of the Agreement shall be provided in accordance with the requirements of Section 12.0 herein; however, notice shall be effective upon SWALCO's receipt of said notice as provided in Section 10.3.1 above.

10.3.5 In the event that this Agreement is suspended or terminated pursuant to Section 10.3.1 above, the Illinois EPA shall endeavor to update its website to reflect the suspension or termination of the Facility's operations.

10.4

Maximum Payment Amount.

- 10.4.1 The Maximum Payment Amount is the amount of funding that the Illinois EPA shall spend for the pick-up, transportation, and disposal, recycling, or treatment of, and related supplies for the management of, Acceptable HHW that is collected at the Facility each State fiscal year (i.e., July 1 through June 30) of this Agreement. The Illinois EPA's determination of the Maximum Payment Amount shall be subject to factors such as the quantity of Acceptable HHW anticipated to be collected by SWALCO, amounts estimated to be collected by other long-term HHW collection facilities and one-day HHW collection events supported by the Illinois EPA, available funding, and State appropriations. For State fiscal year 2025 (July 1, 2025, through June 30, 2026), the Maximum Payment Amount is \$500,000 ().
- 10.4.2 On or before April 30 of each calendar year during the Term of this Agreement, and any extension or renewal thereof, using the form attached hereto as Exhibit \_\_, SWALCO shall provide Illinois EPA with estimates of the quantities of Acceptable HHW anticipated to be collected by SWALCO during the next State fiscal year. Illinois EPA will then determine the Maximum Payment Amount for the subsequent State fiscal year based on factors such as those set forth in Section 10.4.1 above and inform SWALCO of its determination in writing on or before May 31 of each respective calendar year. If the Maximum Payment Amount is insufficient to pay for Contractor's Services based on the estimated quantities provided by SWALCO, SWALCO may act in accordance with Section 10.4.8 below. Nothing herein is a limitation on either Party's right to suspend or terminate this Agreement, as herein provided.
- 10.4.3 SWALCO will use its best efforts to collect Acceptable HHW in such a manner as not to exceed the respective Maximum Payment Amount determined for each State fiscal year.
- 10.4.4 If i) SWALCO has any remaining Acceptable HHW at the Facility after the Illinois EPA has received invoices or ten (10)-day summaries from the Contractor reflecting the performance of Contractor's Services that will result in an aggregate payment of the Maximum Payment Amount (or pro-rated amount as the case may be); or ii) Illinois EPA receives an invoice or ten (10)-day summary (or HHW approval form) from the Contractor that will result in the aggregate payment to the Contractor that exceeds the Maximum Payment Amount (or pro-rated amount as the case may be) to remove the remaining Acceptable HHW at the Facility, notwithstanding SWALCO's exercise of its best efforts not to exceed said Maximum Payment Amount, then the Illinois EPA will pay the Contractor to pick up, transport, and dispose of, recycle, or treat said Acceptable HHW from the Facility (i.e., make a payment in excess of the Maximum Payment Amount) subject to the following conditions:

- (i) Provided that SWALCO ceases collecting Acceptable HHW within one (1) business day of receipt of notice from Illinois EPA that Illinois EPA has received such invoices from the Contractor; and
- (ii) Subject to the availability of sufficient funds and appropriations as provided in Section 10.3 above.

10.4.5 In the event that the Illinois EPA determines, in its sole and absolute discretion, that additional funds (i.e., more than the Maximum Payment Amount) are available to pay the Contractor for Contractor's Services related to SWALCO's HHW program at the Facility, then Illinois EPA may increase the Maximum Payment Amount.

10.4.6 The Illinois EPA will provide SWALCO with a statement in the last week of each month reflecting the amount invoiced to date under the Maximum Payment Amount.

10.4.7 The Illinois EPA will provide its technical and programmatic expertise to assist SWALCO in making operational changes to function under the Maximum Payment Amount. Illinois EPA staff will be available to meet with SWALCO to discuss operational efficiencies of the Facility at reasonable times and with reasonable frequency during the term of this Agreement.

10.4.8 Notwithstanding any provision to the contrary in this Agreement, and in an effort to comply with the provisions of this Section 10.4 and Section 5.3 above, SWALCO, with advance written notice to the Illinois EPA, may implement the following with respect to the operation of the Facility: i) revise the dates and hours that the Facility will operate; ii) revise the methods of accepting HHW, including, but not limited to, an appointment-based schedule; and iii) further restrict the types of HHW that will be accepted at the Facility (provided that, for purposes of this Agreement, only Acceptable HHW as defined in Section 6.1 of the Agreement may be accepted and no wastes or other items prohibited under Sections 6.2 and 6.3 of this Agreement may be accepted). SWALCO shall not charge fees for Acceptable HHW collected at the Facility or establish the amount and type(s) of fees charged for different types of Acceptable HHW without the prior written approval of the Illinois EPA. Nothing herein shall be construed as relieving SWALCO of its obligation to comply with all permit requirements and applicable law or to allow all residents of the State of Illinois to utilize its collection services at the Facility for Acceptable HHW.

## **11.0 ENTIRE AGREEMENT.**

11.1 This Agreement represents the entire Agreement between the Parties with respect to SWALCO's operation of the Facility, as provided herein, and Illinois EPA's

obligations to pay the Contractor for Contractor's Services and supersedes all previous communications or understandings whether oral or written other than the HHW Contract (defined above). Nothing herein amends or modifies Illinois EPA's or Contractor's obligations under the HHW Contract.

## **12.0 NOTICES.**

- 12.1 Unless otherwise provided herein, any notice required hereunder shall be deemed properly given to the Party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the Party's address, or by e-mail. The address and e-mail address of each Party is as specified below. Either Party may change its address and/or e-mail address for receiving notices by giving notice thereof in compliance with the terms of this Section.

### **FOR SWALCO:**

Executive Director  
Solid Waste Agency of Lake County, Illinois  
1311 North Estes Street  
Gurnee, Illinois 60031  
[WWillis@swalco.org](mailto:WWillis@swalco.org)

### **FOR THE ILLINOIS EPA:**

Section Manager  
Materials Management and Compliance Section  
Bureau of Land  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
Springfield, Illinois 62794-9276  
[EPA.Recycling@illinois.gov](mailto:EPA.Recycling@illinois.gov)

and

Deputy General Counsel, Land Regulatory Unit  
Division of Legal Counsel  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
Springfield, Illinois 62794-9276  
[DLC.EPA@illinois.gov](mailto:DLC.EPA@illinois.gov)

## **13.0 AMENDMENT OR MODIFICATION.**

- 13.1 This Agreement shall not be altered, modified, or amended except by written instrument signed by both Parties hereto.

#### **14.0 SITE ACCESS; CORRECTIVE ACTION.**

- 14.1 SWALCO shall provide the Illinois EPA and its officials, officers, employees, and authorized representatives with unrestricted access to the Facility throughout the Term of this Agreement and any renewal or extension hereof.
- 14.2 The Illinois EPA shall have full authority to enter the Facility and inspect the operations at all times while the Facility is open during business hours for collection and as otherwise authorized by law. SWALCO recognizes that the Illinois EPA has the right to stop the operations immediately and take reasonable and necessary corrective action if said operations are not substantially in accordance with the requirements herein, or that a condition exists which creates an imminent and substantial threat to human health, welfare, or the environment.
- 14.3 Notwithstanding the forgoing, it shall remain SWALCO's obligation to perform its HHW operations with respect to the Facility and to maintain and properly secure the Facility in a safe manner, and in strict compliance with applicable law, permit requirements, and the requirements herein. Nothing herein shall be construed as imposing any obligation on the Illinois EPA, or its officials, officers, employees, or authorized representatives to identify any defects in SWALCO's operation of SWALCO's HHW program or the Facility, unsafe conditions, or to otherwise assume any liability or obligation of SWALCO or any other person or entity.

#### **15.0 GOVERNING LAW AND SEVERABILITY.**

- 15.1 This Agreement shall be construed and governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

#### **16.0 PARTIES' INTEREST/NO THIRD-PARTY BENEFICIARIES.**

- 16.1 This Agreement shall be binding on the Parties and shall inure to the benefit of the Parties. This Agreement shall not run to the benefit of, or be enforceable by, any person other than a Party (other than the Illinois Attorney General on behalf of the Illinois EPA). This Agreement shall not be deemed, expressly or impliedly, to confer upon third parties any remedy, claim, right of reimbursement, or other right whatsoever. Nothing contained in this Agreement, nor any act of the Parties, shall be deemed or construed by any of the Parties hereto or by third parties to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the

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

**17.0 HEADINGS.**

17.1 The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

**18.0 CONSTRUCTION OF WORDS.**

18.1 The use of the singular form of any word herein also shall include the plural, and vice versa. The use of the neuter form of any word herein also shall include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter. If any term of this Agreement is ambiguous, it shall not be construed for or against either Party on the basis that the Party did or did not write it.

**19.0 FORCE MAJEURE**

19.1 Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this Agreement without penalty if performance does not resume within thirty (30) days of the declaration.

**20.0 COMPLIANCE WITH APPLICABLE LAWS.**

20.1 The Parties shall, at all times, observe and comply with all applicable federal, State, and local laws, regulations, and codes applicable to the performance of this Agreement.

**21.0 ILLINOIS EPA's RESERVATION OF RIGHTS.**

21.1 Nothing in this Agreement shall limit or otherwise affect Illinois EPA's right of entry and access or any other right or authority under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9601 *et seq.*) (CERCLA), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 *et seq.*) (RCRA), the National Contingency Plan ("NCP"), the Environmental Protection Act, as amended (415 ILCS 5/1 *et seq.*), or other federal and/or State law. Nothing in this Agreement shall limit or otherwise affect Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances, wastes, pollutants, or contaminants at or from the Facility, or to enforce any federal or state law or regulation, Board Order, consent order, consent decree or other settlement Agreement entered by Illinois EPA.

## **22.0 GENERAL PROVISIONS.**

- 22.1 Any and all claims and disputes arising out of this Agreement against the State of Illinois, the Illinois EPA, or any of their respective officials, officers, employees, or authorized representatives shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*). Neither the State nor Illinois EPA shall enter binding arbitration to resolve any dispute arising out of this Agreement. Neither the State nor Illinois EPA waives sovereign immunity by entering this Agreement.
- 22.2 If a Party waives a breach of any provision of this Agreement by the other Party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said Party or prevent the non-breaching Party from enforcing such provisions.
- 22.3 This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute one and the same instrument.
- 22.4 The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any Party.
- 22.5 This Agreement shall not be assigned by either Party. Any such assignment shall be null and void.
- 22.6 Each of the undersigned signing as an officer, representative, or agent on behalf of the respective Party to this Agreement warrants and represents that he or she holds such capacity as is specified beneath his or her name and further warrants and represents that he or she is authorized to execute and effectuate this Agreement, and to bind the Party on whose behalf he or she is signing this Agreement to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

[SIGNATURE PAGE TO FOLLOW]

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

**SOLID WASTE AGENCY OF  
LAKE COUNTY, ILLINOIS:**

**ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY:**

By: \_\_\_\_\_  
[name]  
[title]

By: \_\_\_\_\_  
John J. Kim  
Director

Attest:

Attest:

By: \_\_\_\_\_  
[name]  
[title]

By: \_\_\_\_\_  
Sunil Suthar  
Section Manager  
Materials Management and  
Compliance Section

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**A – 3. PSI Proposal to Assist in Drafting an EPR bill for HHW**

**ISSUE:** Whether to approve the Product Stewardship Institute's (PSI) proposal to assist SWALCO in drafting an EPR bill for the management of HHW.

**RECOMMENDATION:** SWALCO staff recommends approval of the proposal.

**BACKGROUND:** Given the recent success in EPR legislation for drugs, paint and batteries the past three years and the fact that 2025 will be a non-election year for the General Assembly the timing seems appropriate to file an EPR bill to have manufacturers of such products assist in the cost of managing their end of life. PSI is a national leader in assisting local governments prepare and enact a range of EPR laws. SWALCO has been a member of PSI for over a decade and PSI has been instrumental in assisting SWALCO and IL enact several EPR laws.

The estimated cost is \$5,000 which was not contemplated by our current budget. We do have money in our contingency line item to cover this cost. If we are successful in enacting an EPR law to cover our cost for collection, that would save the agency over \$400,000 per year in expenditures.

**ENCLOSED DOCUMENTS:** PSI's Proposal

**STAFF:** Walter Willis, Executive Director



June 28, 2024

Walter Willis, Executive Director  
Solid Waste Agency of Lake County (SWALCO)  
1311 N. Estes St.  
Gurnee, IL 60031

Dear Walter,

The Product Stewardship Institute (PSI) welcomes the opportunity to collaborate with SWALCO and other Illinois stakeholders to develop an EPR bill for household hazardous waste (HHW) for the state and support its passage during the 2025 legislative session.

The PSI team is an expert in EPR policies for HHW, stakeholder engagement, and consensus-building. Our policy models and expert testimony have helped enact most of the 139 EPR laws on 19 products across 33 states, including HHW. PSI's research on EPR for HHW includes three studies on Canadian EPR for HHW programs and an operational feasibility analysis conducted for Metro Regional Government in Oregon, a political feasibility analysis conducted for King County, Washington, and an analysis of Vermont bill H.560. The Vermont bill passed into law with amendments as bill H.67 in the 2023 legislative session, becoming the first EPR for HHW law in the United States.

PSI has a long history of working with our local and state members in Illinois, as well as other stakeholders, to establish and eventually amend EPR laws. Just this year, PSI helped Illinois develop and pass its battery EPR bill, which is awaiting Governor Pritzker's signature.

Thank you for considering our proposal. We look forward to the possibility of working together and are available to discuss any further details at your convenience.

Sincerely,

Scott Cassel, CEO and Founder



**PRODUCT  
STEWARDSHIP  
INSTITUTE**

# **HHW EPR Bill for Illinois**

Proposal to SWALCO

June 28, 2024



*Submitted by the Product Stewardship Institute, Inc.*

1 Beacon Street  
Boston, MA 02108

617-236-4855  
[productstewardship.us](http://productstewardship.us)

# PROJECT SCOPE

## A. Project Goal and Approach

### 1 – Project Goal

The purpose of this project is to develop an extended producer responsibility (EPR) policy model and bill for household hazardous waste (HHW) that reflects EPR best practices, incorporates the needs of key Illinois stakeholders, and is customized to the materials management and political landscapes of Illinois.

### 2 – Project Approach

The Product Stewardship Institute (PSI) will work with the Solid Waste Agency of Lake County, Illinois (SWALCO) to develop a draft bill based on PSI's EPR for HHW policy model (Elements of EPR for HHW) and the HHW EPR bills that PSI helped develop for Oregon and Vermont. PSI and SWALCO will conduct four meetings with key stakeholders to present the draft bill, incorporate feedback into a revised bill after each meeting, and build support (or gain a commitment to neutrality) for the bill. PSI will provide technical support, as needed, to the entity that writes the final bill language (Illinois EPA, the sponsor's staff, and/or SWALCO).

## B. Project Work Plan

### Task 1 – Draft EPR for HHW Policy for Illinois

PSI will draw from its best-practice EPR for HHW policy model (Elements of EPR for HHW) and the HHW EPR bills that PSI helped develop for Oregon and Vermont to develop a draft bill for Illinois.

- **Task 1.1 - Internal PSI Draft by July 15**
- **Task 1.2 - Internal Review and Submit to SWALCO by July 19**
- **Task 1.3 – Meet with SWALCO to review the bill by July 30**

### Task 2 – Four Meetings to Solicit Key Stakeholder Feedback

PSI will participate in four meetings between August and November to solicit input from key stakeholders in Illinois that would be affected by the HHW EPR bill, as follows:

- **Task 2.1 – August: Meet with HHW Sites.** SWALCO will coordinate this meeting. PSI will incorporate feedback into the elements document after the meeting and provide an updated draft for review to SWALCO.
- **Task 2.2 – August or September: Meet with the Illinois Product Stewardship Council (IL PSC).** We will utilize the standing monthly meeting of the IL PSC, which is coordinated by

PSI. PSI will incorporate feedback into the draft after the meeting and provide an updated draft for review to SWALCO.

- **Task 2.3 – October: Meet with the Illinois Environmental Protection Agency (IEPA).**  
SWALCO will coordinate this meeting. PSI will incorporate feedback into the model after the meeting and provide an updated draft for review to SWALCO.
- **Task 2.4 – December: Meet with the Illinois Manufacturers’ Association (IMA).**  
SWALCO will coordinate this meeting. PSI will incorporate feedback into the model after the meeting and provide an updated draft for review to SWALCO.

### **Task 3 – Review and Provide Feedback on Updated Bill Language**

After the Elements of HHW EPR for Illinois is finalized in November, SWALCO will work with IEPA and/or the sponsors legislative staff, or its own bill writer, to develop the draft bill. PSI will review the draft bill and provide feedback and recommendations.

### **Task 4 – In-Session Technical Support on Bill Amendments**

On an as-needed basis, PSI will provide technical support to SWALCO and the bill sponsor’s staff to address bill amendments. For example, PSI would review revised bill language and provide feedback and recommendations.

## **C. Deliverables**

- Draft Elements of EPR for HHW in Illinois policy model with recommended bill language.
- Final Elements of EPR for HHW in Illinois policy model with recommended bill language.
- Feedback summary and recommendations on draft final bill language.

## **D. Timeline**

<b>Task</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>2025</b>
Task 1 – Draft EPR for HHW Bill							
Task 2 – Four Stakeholder Feedback Consultations							
Task 3 – Feedback on Final Bill Language							
Task 4 – Technical Support on Bill Amendments							

# BUDGET

The Project Team proposes a budget of up to \$5,000, which would be furnished by SWALCO. If additional funding is needed, SWALCO will seek support from the IL PSC to cover PSI's work.

Workplan Tasks	PSI Team		Total Amount
	S. Cassel	S. Klag	
<i>Hourly Rates</i>	\$250	\$150	
<b>Task 1 – Draft EPR for HHW Policy</b>	<b>3</b>	<b>5</b>	<b>\$1,500</b>
Task 1.1 - Internal Draft		3	
Task 1.2 - Internal PSI Review and Submit to SWALCO	2	1	
Task 1.3 - Call with SWALCO	1	1	
<b>Task 2 – Four Stakeholder Feedback Consultations</b>	<b>5</b>	<b>8</b>	<b>\$2,450</b>
Task 2.1 - Meet with HHW Sites (August)	1.25	2	
Task 2.2 - Meet with IL PSC (August or September)	1.25	2	
Task 2.3 - Meet with IEPA (September)	1.25	2	
Task 2.4 - Meet with IMA (October or November)	1.25	2	
<b>Task 3 – Review and Provide Feedback on Final Bill</b>	<b>1</b>	<b>2</b>	<b>\$550</b>
<b>Task 4 – In-Session Technical Support (as needed)</b>	<b>1</b>	<b>1</b>	<b>\$400</b>
<b>Contingency</b>			<b>\$100</b>
<b>Total Hours</b>	<b>10</b>	<b>16</b>	<b>26</b>
<b>Total Amount</b>	<b>\$2,500</b>	<b>\$2,400</b>	<b>\$5,000</b>

## ABOUT PSI

The Product Stewardship Institute is a policy expert and consulting nonprofit that powers the emerging circular economy to ensure products are responsibly managed from design to end of life. In 2000, PSI pioneered product stewardship in the United States by convening diverse stakeholders to build extended producer responsibility (EPR) policies and programs. Drawing on global best practices and expansive multinational relationships, our expert testimony and model legislation have helped enact 139 EPR laws in 33 states across 19 product categories, including packaging. Our members include state, local, and tribal governments in 48 states, and we partner with more than 120 businesses, academic institutions, environmental nonprofits, and international governments. Together, we advance scalable solutions that protect people and the planet. Join us at [www.productstewardship.us](http://www.productstewardship.us).

PSI has accrued extensive and deep knowledge about EPR programs on both a policy and operational level for 25 categories of products and packaging, including the products that typically comprise the household hazardous waste (HHW) stream. PSI's research on EPR for HHW includes three studies on Canadian EPR for HHW programs and an operational feasibility analysis conducted for Metro Regional Government in Oregon, a political feasibility analysis conducted for King County, Washington, and an analysis of Vermont bill H.560 – which passed into law with amendments as H.67 in 2023, becoming the first EPR for HHW law in the United States.

## PROJECT TEAM

### Scott Cassel, CEO and Founder

Scott Cassel has over 40 years of experience tackling waste management issues in the public, private, and nonprofit sectors. In 2000, he founded the Product Stewardship Institute, ([www.productstewardship.us](http://www.productstewardship.us)) a policy expert and consulting nonprofit that pioneered product stewardship in the United States and has helped enact 136 extended producer responsibility (EPR) laws across 18 product categories in 33 states — the bedrock of the circular economy. As PSI's CEO, he developed the widely acclaimed facilitation process that the organization uses for stakeholder engagement and consensus-building — a process that resulted in the nation's first industry-run, government-mandated paint stewardship program. His recent book, *Perspectives on Product Stewardship: Navigating an extended producer responsibility path to a circular economy* (Bernan Press, 2023), provides an in-depth explanation of the EPR movements in the U.S., Canada, and Europe, along with an extensive policy discussion of EPR best practices. It also explains the multi-stakeholder facilitation process for which PSI is known, and includes case studies on EPR policies for batteries, paint, and packaging.

Prior to founding PSI, Scott served seven years as the director of waste policy and planning for the Massachusetts Executive Office of Environmental Affairs, where he developed and implemented solid and hazardous waste management policies and programs. Scott is a founding board member and four-time past president of the North American Hazardous Materials Management Association (NAHMMMA), which includes public and private managers of HHW in the U.S. He is also the author of a chapter in the 2018 "Handbook on Household Hazardous Waste," an update to his chapter in the original 2008 version, which provides HHW managers with an understanding of how EPR can be applied to HHW management.

In 2022, the National Oceanic and Atmospheric Administration (NOAA) appointed Scott to its Marine Debris Foundation board of directors, where he works on policy, infrastructure development, and innovative technologies to clean up and prevent pollution of our waterways and ocean.

## **Scott Klag, Senior Policy Advisor**

Scott Klag is an independent policy analyst and advisor to PSI. He spent more than 30 years with Metro Regional Government in Portland, Oregon working on solid waste and recycling policies and programs. His experience includes the planning and construction of solid waste facilities, specifically transfer stations and household hazardous waste (HHW) facilities, and the development and implementation of regional solid waste management plans and programs. He is also experienced in developing the fiscal and regulatory procedures and policies needed to manage and administer a solid waste system serving over a million and a half residents.

Since 2000, Scott has been engaged in the introduction and improvement of producer responsibility legislation and programs. In his time at Metro, Scott closely collaborated with PSI and other stakeholders through PSI's national stewardship dialogues on e-waste and paint that paved the path for Oregon EPR laws for both. Most recently, Scott worked on behalf of Metro to develop state EPR legislation for HHW, medical sharps, used mattresses, and paper products and packaging (PPP). His efforts helped shape and enact Oregon's EPR laws for mattresses and for packaging.

Scott is a founding member of PSI, former Vice President of the Board, and current honorary board member. He has also worked extensively with other nonprofit and government organizations, including the nonprofit Association of Oregon Recyclers (AOR) and Northwest Product Stewardship Council (NWPSC) where he has served as co-chair for many years. Since leaving Metro, he has continued his association with both PSI and the NWPSC and has provided consulting services to PSI.



## TERMS OF SERVICE

1. **Services.** PSI shall perform for the Solid Waste Agency of Lake County (the Client) the services described in Exhibit A in accordance with this Agreement.

PSI's primary contact at the Solid Waste Agency of Lake County with respect to this Agreement and the Services shall be Walter Willis, Executive Director of the Solid Waste Agency of Lake County.

The Solid Waste Agency of Lake County primary contact with PSI shall be Scott Cassel, Chief Executive Officer and Founder, Product Stewardship Institute, Inc (PSI).

2. **Confidentiality.** PSI shall not share information provided by the Client with anyone unless allowed or directed by the Client in writing.
3. **Compensation and Expenses.** The Client shall pay PSI a consulting fee of \$4,900 as outlined in Exhibit A, the scope of work. PSI shall invoice the Client for 50% of the fee upon contract signing and the remainder upon completion of the work.
4. **Payment.** The Client shall pay undisputed amounts for consulting in USD as soon as practicable, but not later than thirty (30) days following receipt of an invoice.
5. **Professional Standards and Warranty.** PSI shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this Agreement. PSI makes no other warranty, express or implied, with regard to its capacity, the work performed under this Agreement, or the ultimate performance or compliance of the Services.
6. **Term and Termination.** This Agreement shall commence on the date of signing and continue until the completion of the Services. Client may terminate this Agreement with or without cause by giving 60 days written notice. In such event, the Client shall forthwith pay PSI for all work performed and expenses properly incurred through the effective date of termination. Upon receipt of such payment, PSI will return to the Client all documents and information which is the property of the Client. If no notice of termination is given, obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Agreement.
7. **Amendments.** Additional tasks other than those listed above may be added at the mutual written agreement of both parties contingent upon additional funding being made available. Dates and times presented in this agreement are subject to change based upon mutual written agreement of both parties.
8. **Resolution of Disputes.** In the event of any dispute or controversy between the Client and PSI, which the Client and PSI are unable to resolve through direct negotiation, either party may serve upon the other party a request for mediation. Neither party may initiate an arbitration proceeding against the other party unless and until the party seeking to initiate such arbitration has first requested a mediation hearing and made a good faith effort to

complete the mediation process provided in this Agreement, unless the initiation of such proceeding is necessary to preserve such party's rights in light of any applicable statute of limitations. The Client and PSI shall mutually agree upon a neutral, independent person with experience in mediation (a "Qualified Mediator") to act as mediator. If the parties are unable to agree upon a Qualified Mediator within thirty (30) days after the request for mediation is given, the dispute or controversy shall be determined or settled by arbitration. The parties shall equally bear the costs incurred in connection with the mediation. The parties shall maintain the mediation proceedings in confidence and shall not disclose to third parties the statements made therein by the other party or the mediator. If a party has participated in good faith in a mediation and is dissatisfied with the outcome, that party may then file an arbitration proceeding in accordance with the following paragraph.

In the event that there is a dispute or controversy between the Client and PSI, upon the consent of both parties, such dispute or controversy shall be determined and settled by arbitration before a single arbitrator, and pursuant to the Rules of the American Arbitration Association for resolution of commercial disputes. Any award rendered therein shall be final and binding and judgment may be entered thereon in any court of appropriate jurisdiction. All costs and expenses of such arbitration, including reasonable attorney's fees, shall be allocated among the parties according to the arbitrator's discretion. The Client and PSI hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes relating to this Section 8, including but not limited to the appointment of an arbitrator in the event a party fails to cooperate with such appointment and the enforcement of any award of the arbitrator.

- 9. Legal Expenses.** In the event legal action, including arbitration, is brought by the Client or PSI against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for fees, costs and expenses incurred as a result of that action.
- 10. Limitation of Liability.** PSI's liability to the Client for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- 11. Independent Contractor Status.** PSI and the Client are independent contractors with respect to this Contract and nothing in this Contract shall be deemed to create a partnership, joint venture or other relationship other than that of independent contractors.
- 12. Ownership of Work Product.** Client shall become the owner of all final reports, graphics, drawings, and other material and deliverables provided by PSI to Client and developed, produced, or generated in connection with the Services provided under this Contract. The Client shall have no right to any work papers or preliminary materials developed by PSI in connection with the Services. Client hereby grants PSI an irrevocable, non-exclusive, perpetual, royalty-free, worldwide license to use, reproduce, and distribute the deliverables and other materials developed under this agreement.

- 13. Noncompetition.** During the Term, Client agrees that neither Client nor its individual Members will directly or indirectly, whether for itself or on behalf of any other person or entity, perform competing services for or seek or propose to perform competing services for, any PSI Client. The term “competing services” shall mean and include meeting facilitation; mediation; EPR research, program evaluation, pilot program design implementation and evaluation; and other services that PSI offers its Clients. The term “PSI Client” shall mean and include any person or entity to whom PSI has provided services during the Term or the two years preceding the Start Date or to whom PSI has submitted a proposal for the performance of services during the Term or during the one year prior to the Start Date. PSI shall provide Client with a list of PSI clients upon request.
- 14. Nondiscrimination.** PSI warrants that it does not discriminate against any qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, ancestry, age, sex, gender identification, religion, physical or mental disability or handicap, or sexual orientation. PSI agrees to comply with all Federal and State statutes, rules, and regulations prohibiting discrimination in employment.
- 15. Severable Provisions.** Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement is prohibited or otherwise limited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.
- 16. General Provisions.** This Agreement can be amended, and any conditions, covenants, duties, and obligations contained in the Agreement can be waived or modified only by written agreement signed by both parties. This Agreement supersedes all other verbal and prior written agreements and negotiations by the parties relating to the Services.

**I – 1. Project and Program Updates**

**BACKGROUND:** The following are updates on several projects and programs we are currently working on:

1. The lawsuits against the landfills continue, briefs have been filed by SWALCO and the County with the court for both landfill cases. Our attorneys are reviewing the briefs submitted by the defendants and will be submitting responses to those briefs in the coming weeks.
2. The MRF project negotiations are ongoing, we are now talking with two of the companies that submitted proposals. Staff held a meeting with one company on July 1 to discuss their final offer to SWALCO, we are awaiting the other company's final offer in the next couple of weeks. Within the next several weeks we will make a final determination of whether to bring a contract for the BOD to consider at its August meeting or not.
3. The two key bills SWALCO supported this year, HB 5348/SB 3686 (battery EPR bill) and SB 3165 (bill to amend the packaging law passed last session) have been approved by the General Assembly. The Governor signed SB 3165 and is expected to sign the battery bill in the coming weeks.
4. Work in the Hefty ReNew program continues as SWALCO members who will be able to participate in the program met at Reynolds headquarters in Lake Forest on June 25 and 26 to learn more about the program and how members can help with the education effort. The program is set to start up in September 2024.
5. SWALCO is working with the Council of the Great Lakes to collect boat film again this year as we did last year (nearly a full semi-trailer of film was collected last year).
6. Walter met with the Zion LF on June 13<sup>th</sup> along with Gina Roberts from the Lake County Board and the Village Manager of Winthrop Harbor, David Alarcon, to discuss the recent complaints regarding odors and litter. It was agreed that the website required by the host agreement with SWALCO and the County needed updating. Once ready an effort would be made to make residents more aware of the website in an effort to improve communication between the landfill and local residents. Emily will be helping create the content for Winthrop Harbor to use on social media and its website.
7. The first meeting of the Citizens Advisory Committee was held on June 12<sup>th</sup>. The members introduced themselves and discussed their key policy goals for the next 5 years. The next meeting is scheduled for August 7<sup>th</sup>. The goal is to have a draft of the 2024 Plan Update ready for the SWALCO board to vote on at its October meeting.
8. WM's proposed transfer station project was presented to the County's Planning, Building, Zoning & Environment Committee on May 29<sup>th</sup>. The meeting also included a public meeting on the life cycle assessment (LCA) completed by WM as required by the 2019 Plan Update. Negotiations on the host agreements with SWALCO and Lake County continue.
9. Very successful HCW collection events were held May 18<sup>th</sup> in Mundelein and June 22<sup>nd</sup> in Lake Zurich, with nearly 700 cars attending both events. The joint venture event with SWANCC will be held in Skokie on July 27<sup>th</sup>.

**ENCLOSED DOCUMENTS:** None

**STAFF:** Walter Willis, Executive Director