



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's)

Part I. Municipal (MS4) Contact Information

1. Name of Municipality: Village of Addison MS4 #: ILR40400227
Population (based on 2010 census): 36,942
2. MS4 Mailing Address: 1 Friendship Plaza City: Addison, IL Zip: 60101
3. Primary MS4 Contact Person (Authorized Representative for MS4 Permit)
Name: Kai T. Liu Title: Village Engineer
Phone: 630-543-4100 Email Address: kliu@addison-il.org

General Information

4. Latitude and Longitude at approximate geographical center of MS4 for which you are requesting authorization to discharge:
Latitude: 41 55 52 Longitude: 88 0 12
Degrees Minutes Seconds Degrees Minutes Seconds
5. Community Type: Village Other: _____
6. Name(s) of governmental entity(ies) in which MS4 is located:
- | City/Village | Township | County |
|--------------------|-----------------------|--------|
| Village of Addison | Addison, Bloomingdale | DuPage |
7. Area of land within your MS4 in square miles: 10
8. Percent of MS4 served by combined sewer: 3 Percent of MS4 served by separate sewer: 97

Impaired Waters

The most recent 303(d) list may be found at <https://www2.illinois.gov/epa/topics/water-quality/watershed-management/tmdls/Pages/303d-list.aspx>. Information regarding TMDLs may be found at <https://www2.illinois.gov/epa/topics/water-quality/watershed-management/tmdls/Pages/default.aspx>.

- 9.
- | Name(s) of known receiving waters (in and within 3 miles of MS4 area) | Impairment listed on 303d List or TMDL? |
|---|---|
| Salt Creek Mainstem | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| East Branch DuPage River Mainstem | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Westwood Creek | <input type="radio"/> Yes <input checked="" type="radio"/> No |

9a. If impaired, which potential causes and source?

Causes: See list provided by DuPage County

Source: See list provided by DuPage County

9b. Are the receiving waterbodies included in an approved TMDL or alternate water quality management plan? ☒ Yes ☐ No

If yes, what measures to comply with the TMDL waste load allocation (WLA) are being implemented or are planned?

The DRSCW (DuPage River Salt Creek Workgroup) formed in 2005 in response to concerns about TMDLs (Total Maximum Daily Loads) being set for the East & West Branches of the DuPage River and Salt Creek. The DRSCW seeks to implement targeted watershed activities that resolve priority waterway problems efficiently and cost effectively.

9c. Is the MS4 community included in the chloride variance? ☐ Yes ☒ No

Program Responsibility

10. Shared Responsibility

Is your MS4 responsible for any permit requirements of another MS4 community? ☐ Yes ☒ No

Does your MS4 Community rely on another MS4 to satisfy any of the permit requirements? ☒ Yes ☐ No

If yes: Which MS4 community?: DuPage County

Which minimum control measurements is the other MS4 responsible for?

☒ Public Education and Outreach

☐ Construction Site Runoff Control

☒ Public Participation/Involvement

☐ Post-Construction Runoff Control

☒ Illicit Discharge Detection and Elimination

☐ Pollution Prevention/Good Housekeeping

11. Co-Permittee

Is your MS4 Community a Co-Permittee with another MS4 Community? ☒ Yes ☐ No

If yes: MS4 Permittee you are Co-Permittee with: DuPage County

Co-Permittee MS4 Permit #: ILR400502

A copy of the intergovernmental agreement between your MS4 community and the Co-Permittee shall be submitted with this NOI. Is the intergovernmental agreement attached?

☒ Yes ☐ No

12. Other contacts responsible for implementation or coordination of Stormwater Management Program

Name: Michael Crandall

Title: Director of Community Development

Phone: 630-543-4100

Email: mcrandall@addison-il.org

Area of Responsibility: Development, Storm Water Ordinance Enforcement

Name: Rick Federighi

Title: Director of Public Works

Phone: 630 620-2020

Email: rfederighi@addison-il.org

Area of Responsibility: Waste Water Treatment, Municipal Operations, Street Cleaning, Storm Sewer Maintenance

Part III. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fines and imprisonment.

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

Michael Crandall

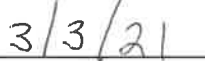
Authorized Representative Name

Director of Community Development

Title



Authorized Representative Signature



Date

You may complete this form online and save a copy locally before printing and signing the form. It should then be sent to:

Illinois Environmental Protection Agency
Bureau of Water
Division of Water Pollution Control
Attn: Permit Section
P.O. Box 19276
1021 North Grand Avenue East
Springfield, IL 62794-9276

Information required by this form must be provided to comply with 415 ILCS 5/39 (2000). Failure to do so may prevent this form from being processed and could result in your application being denied.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

STORMWATER MANAGEMENT

630-407-6700
stormwatermgmt@dupageco.org

www.dupageco.org/swm



April 11, 2018

Stormwater Administrator
Village of Addison
1 Friendship Plaza
Addison, IL 60101

To Whom It May Concern:

Enclosed please find one original document of the Intergovernmental Agreement Between the County of DuPage, Illinois and the Village of Addison for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and Salt Creek Watersheds. This IGA was approved by the Stormwater Committee Meeting on April 3 and County Board on April 10, 2018.

This is your official document.

If you should have any questions, please contact me at (630) 407-6755.

Sincerely,

Janice C. Janowicz
Administrative Assistant



Resolution

SM-R-0125-18

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ADDISON
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS**

WHEREAS, the County of DuPage ("County") and Village of Addison ("Municipality") are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter's availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to

Resolution

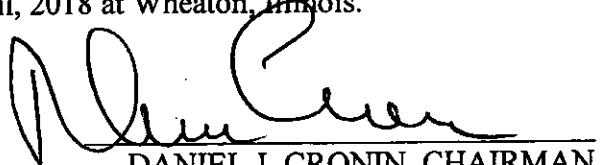
SM-R-0125-18

cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Village of Addison, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Village of Addison, 1 Friendship Plaza, Addison, IL 60101; and Anthony Hayman, State's Attorney's Office.

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: 
PAUL HINDS, COUNTY CLERK

Ayes: 17
Absent: 1

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ADDISON
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 19th day of March 2018 between the Village of Addison (hereinafter referred to as the "Municipality") a body corporate and politic, with offices at 1 Friendship Plaza, Addison, IL 60101 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978. The Municipality and the County are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Municipality and County are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to control flooding and to enter into Agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (hereinafter referred to as the "MS4s"); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a stormwater management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the stormwater management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter's availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Agreement.
- 1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- 1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part thereof.

2.0 PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the East Branch DuPage River and Salt Creek Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

- 3.1 The County shall perform, at no cost to the Municipality, the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.
- 3.2 The County shall be responsible for the scheduling and performance of County Tasks

outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

- 3.3** The County shall be responsible for including documentation related to the County's performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.
- 3.4** The Municipality may submit written requests ("work requests") to the Director of Stormwater Management ("Director"), or his designee, for the periodic and temporary use of County -owned equipment and machinery, and, or, County -employed personnel (collectively "County Assets").
- 3.5** At the sole discretion of the Director, or his designee, the County may make County Assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County Assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County Assets for any work request is, and shall be subordinate to the County's use of County Assets for the County's own work. For the purpose of this provision, the term "County's own work" shall be construed to include any work that County Assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County Assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County's failure or inability to provide County Assets as requested, or the County's decision to recall from, reduce, substitute or terminate the use of County Assets at the Municipality work site.
- 3.6** While County Assets are mobilized at a Municipality work site, such County Assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County -owned property. At all times, the County shall retain its rights under Paragraph 3.5 above, in relation to County Assets.
- 3.7** The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as

applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

- 3.8** Nothing in this Agreement shall obligate the Municipality to utilize County Assets, or any particular County Asset, for any project or work task. In the event any County Asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

- 4.1** The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

- 5.1** The Parties shall comply with all municipal, County, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.
- 5.2** In the event either Party (first party) is requested or required to provide the other Party (second party) with the first Party's consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

- 6.1** For use of County owned equipment and machinery, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County's staff. The multiplier includes the County's cost of overhead and incidental costs. A chart listing the hourly rates for County's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
- 6.2** For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County Asset delivered to the designated work site. Invoiced amounts shall be in accordance with the County's schedule of fees and hourly rates incorporated hereto as Exhibits C and D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).

- 6.3** The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County's services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced pursuant to the Illinois Prompt Payment Act (50 ILCS 505) of each properly documented invoice for reimbursement.
- 6.4** The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days' notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.
- 6.5** Direct expenses may be invoiced to the Municipality at the rates stated in Exhibits C and D. The Municipality shall pay on an actual cost basis without any markup or multiplier.
- 6.5.1** For all direct expenses costing more than \$25.00, the County shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.
- 6.5.2** County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).
- 6.5.3** The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.
- 6.5.4** The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.
- 6.6** When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

- 7.1** Each party (as the "Indemnitor") shall indemnify and hold harmless the other party, its officials, officers and employees (the "Indemnatee Class") from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor's negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.
- 7.2** To the extent allowed, the Municipality shall have the County Assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.
- 7.3** The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party's indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties' insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

- 8.1** This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.
- 8.2** This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 8.3** This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

- 8.4** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 8.5** Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.
- 8.6** There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 8.7** In the event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.
- 8.8** Any required notice shall be sent to the following addresses and parties:
- | | |
|--------------------------|-------------------------|
| Stormwater Administrator | Director |
| Village of Addison | Stormwater Management |
| 1 Friendship Plaza | 421 N. County Farm Road |
| Addison, IL 60101 | Wheaton, Illinois 60187 |
- 8.9** The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

- 9.1** All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

Community Development Department
Attn: Stormwater Administrator
1 Friendship Plaza
Addison, IL 60101
E-mail: JBerley@addison-il.org

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

- 10.1** As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.
- 10.2** The initial term of this Agreement shall become effective April 3, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

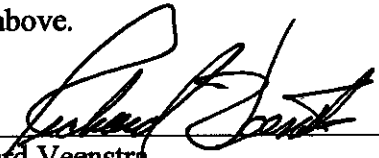
- 11.1** In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW

12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.


BY:


Richard Veenstra
Mayor
Village of Addison

ATTEST BY:


Lucille Zuccherro
Village Clerk

BY:


Daniel Cronin
Chairman
DuPage County Board

ATTEST BY:


Paul Hinds
County Clerk

**Exhibit A
Scope of Work
County Tasks**

Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/ or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County's main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

Illicit Discharge Detection and Elimination

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality immediately upon becoming aware of detecting an illicit discharge within the municipal limits of the Municipality. Report the discharge to Public Works – Environmental Services Division at (630) 279-2140 during business hours, and the Non-Emergency Police at (630) 543-3080 after hours. The County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, including local adjudication proceedings, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

Construction Site Storm Water Runoff Control

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Floodplain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Post Construction Storm Water Management in New Development and Redevelopment

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Pollution Prevention / Good Housekeeping for Municipal Operations

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection,

road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.

The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

Monitoring

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

Annual Reporting

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County's website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.

Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement/Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff and consultants, as necessary.

Illicit Discharge Detection and Elimination

The Municipality (Village of Addison) conducts an outfall monitoring program within its limits which is supplementary to the County program as described in Exhibit A. The Village may elect to continue to monitor outfalls and trace illicit discharges within the municipal limits.

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality's MS4s atlas (system map) and a map/guide of all MS4 outlets within DuPage County within the Municipality's municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the

Municipality (and County's) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality -owned parcels, Municipality rights-of-way, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, it's performance of the work identified in Exhibit A. In the event the Municipality is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality's IDDE ordinance within the municipal limits of the Municipality.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

Construction Site Storm Water Runoff Control

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO)

Post Construction Storm Water Management in New Development and Redevelopment

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

Pollution Prevention/Good Housekeeping for Municipal Operations

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.

Reporting

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.

Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

Position	Direct Rate	Billing Rate (Direct Rate x 1.4)
Intern	\$10.00 - \$15.40	\$14.00 - \$21.56
Environmental Technician	\$23.00 - \$30.92	\$32.20 - \$43.29
Senior Environmental Technician	\$23.08 - \$31.02	\$32.31 - \$43.43
Water Quality Specialist	\$24.92 - \$33.51	\$34.89 - \$46.91
Water Quality Supervisor	\$32.59 - \$43.81	\$45.63 - \$61.33
Communications Supervisor	\$26.96 - \$34.61	\$37.74 - \$48.45
Wetland Specialist	\$24.00 - \$38.95	\$33.60 - \$54.53
Wetland Supervisor	\$33.00 - \$44.36	\$46.20 - \$62.10

Labor Rates associated with use of COUNTY equipment are as follows:

Crew Leader \$45/ hour

Senior Maintenance Worker \$40/ hour

Maintenance Worker \$35/hour

Exhibit D
Standard Rates

Current County equipment list and hourly rates. Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change based on the current IDOT equipment rates and hourly County operator costs.

(See Attached)

TELEVISIONING/FLUSHING CREW COSTS

Televising Crew Costs Per Day:

1 Crew leader	\$392.00
1 Maintenance Worker	\$336.00
1 Televising Truck	\$600.00

Total: \$1,328.00 per day (8 hrs.)

Televising crew/equipment (per hour): \$166.00

Televising PLUS Vector for Cleaning:

1 Maintenance Worker	\$336.00
1 Vector	\$600.00

Total: \$2,264.00 per day (8 hrs.)

Televising with vector (per hour) \$283.00

Vector for Cleaning (without televising):

2 Maintenance Workers	\$672.00
1 Vector	\$600.00

Total: \$1,272.00 per day (8 hrs.)

Vector truck only (per hour) \$159.00

LINING CREW COSTS

Lining Crew Costs Per Day:

1 Crew leader	<u>\$392.00</u>
2 Maintenance Workers	<u>\$672.00</u>
1 Truck & Lining Traller w equipment	<u>\$600.00</u>

Total: \$1,664.00 per day (8 hrs.)
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Lining crew/equipment (per hour): \$208.00

Material Costs

Liner & Bladder	<u>\$17 per ft</u>
Resin & Catalyst	<u>\$5.75 per ft</u>
Incidental costs	<u>\$2.25 per ft</u>

Total: \$25 per ft

TELEVISIONING COST PER FOOT

1) Televising Crew = \$1,328.00 per day

1,000 feet

$$\$1,328.00 \div 1,000 \text{ ft.} = \$1.33 \text{ per ft.}$$

1,500 feet

$$\$1,328.00 \div 1,500 \text{ ft.} = \$0.89 \text{ per ft.}$$

2,000 feet

$$\$1,328.00 \div 2,000 \text{ ft.} = \$0.66 \text{ per ft.}$$

2) Televising Crew with Vactor = \$2,264.00 per day

1,000 feet

$$\$2,264.00 \div 1,000 \text{ ft.} = \$2.26 \text{ per ft.}$$

1,500 feet

$$\$2,264.00 \div 1,500 \text{ ft.} = \$1.51 \text{ per ft.}$$

2,000 feet

$$\$2,264.00 \div 2,000 \text{ ft.} = \$1.13 \text{ per ft.}$$

3) Vactor Crew = \$1,272.00 per day

LABOR

Maintenance Worker

$$1 @ \$30 \text{ hr.} \times 8 \times 1.4 = \$336.00 \text{ per day}$$

Crew Leader

$$1 @ \$35 \text{ hr.} \times 8 \times 1.4 = \$392.00 \text{ per day}$$

EQUIPMENT

Vactor

$$\$75 \text{ hr.} \times 8 = \$600.00 \text{ per day}$$

Televising Truck

$$\$75 \text{ hr.} \times 8 = \$600.00 \text{ per day}$$

DuPage County 2017 Hourly Equipment Rates

Year	Make	Model	Hourly Rental Rate
2008	Case	621E (156hp)	\$51.97 .
2005	Kubota	Mini Excavator	\$26.70 .
2003	Bobcat	S 250 (75hp)	\$32.43 .
	Bobcat	753	\$24.17 .
1999	New Holland	Tractor	\$19.46 .
2004	Bobcat	S 250 (75hp)	\$14.71 .
2015	Link-Belt	145X3 Excavator	\$63.12 .
	IH	520B End Loader	\$40.41 .
	Case	Backhoe 590 Super L	\$32.64 .
2000	John Deere	455G	\$41.75 .
	Skyjack	Hi-Lift	\$16.71 .
2016	BOBCAT	T770 (92hp)	\$38.29 .
2016	KUBOTA	TRACTOR - MX5800HST	\$28.30 .

*Rental Rates Based on equipmentwatch.com rates (bluebook based)

Rental Rates are based on the following assumptions:

- a) Pick-Up Truck and Trailer associated with rental are incidental to the cost
- b) DuPage County Maintenance Workers will operate equipment @ their Rate Cost
- c) Smaller tools associated with project (<6" pumps, generators, saws, chippers, etc) are incidental to the project
- d) Trucking costs are at an additional rate (rental cost, permit, tipping fee, etc)

2009 Sterling	SEWER MAINTENANCE
1998 International	SEWER MAINTENANCE
1996 Ford	SEWER MAINT.
1984 Ford	FLUSHER TRUCK
2000 Sterling	UNDERGROUND
1999 Ford	SEWER MAINT. PLOW TRUCK
1983 Ford	SLUDGE HAULING

2017 Stormewater

Vehicle #	Year	Make	Model	Dep Code	Lic Plate	Latest Mileage	Serial #	Description of Use
SWM 15	1999	Chevy	K-3500 Pick up	29	M117061	13,071	1GCHK33F9XF094353	STORMWATER
SWM 30	2016	Ford	F-350 Pick up	29	M207901	6,397	1FT8X3B62GEC61645	STORMWATER
SWM 35	2016	Ford	F-350 Utility	29	M208639	6,444	1FD8X3HT1GEC57739	STORMWATER
SWM 40	2017	Peterbilt	PB348 DUMP TRUCK	29	M211015		2NP3LJ0X4HM434839	STORMWATER
SWM 45	2017	Peterbilt	PB348 CRANE TRUCK	29	M211014		2NP3LJ0X0HM434840	STORMWATER - CRANE TRUCK
SWM B-1	2016	STIHL	BLOWER BR600	29			506960435	
SWM B-2	2016	STIHL	BLOWER BR600	29			506960437	
SWM CS-1	2016	STIHL	CHAIN SAW MS251	29			505682808	
SWM CS-2	2016	STIHL	CHAIN SAW MS251	29			505682811	
SWM E-1	2016	KUBOTA	TRACTOR - MX5800HST	29			50962	
SWM E-10		JONH DEERE	WALK-BEHIND BRUSH CUTTER	29			1LMBC13EVAA349024	
SWM E-11	2016	BIG TEX TRAILER	50LA-18	29	M992184		16VNX182XG2082142	
SWM E-12	2016	BIG TEX TRAILER	14ET-16	29	M992270		16VEX162XG2085027	
SWM E-13	2016	STIHL	CONCRETE SAW TS700-14	29			180038164	
SWM E-14	2016	BRUSH BANDIT	BRUSH CHIPPER 1390 XP	29			4FMUS1516FR002012	
SWM E-15	2017	TRAIL KING	TK70 LO-BOY TRAILER	29	595130ST		1TKJ04423HM092743	
SWM E-2	2016	LAND PRIDE	BRUSH CUTTER - RCF3660	29			1000287	
SWM E-3	2016	KUBOTA	RTV X11000C	29			A5KC2GDBEFG024669	
SWM E-4	2016	KUBOTA	RIDING MOWER	29			53 44733	
SWM E-5	2016	KUBOTA	RIDING MOWER	29			114 44816	
SWM E-6	2016	SCAG	WALK-BEHIND MOWER	29			61 K9100325	
SWM E-7	2016	SCAG	WALK-BEHIND MOWER	29			62 K9100322	
SWM E-8	2016	HONDA	GENERATOR (TRUCK SWM 35)	29			EM5000SX	MOUNTED ON TRUCK SWM 35
SWM E-9	2016	BOBCAT	T770 (92hp)	29			114 AT6312253	