Village of Itasca

550 W. Irving Park Rd., Itasca, Illinois 60143-2018

Committee of the Whole Meeting Agenda March 21, 2017

(Immediately following Village Board Meeting)

(Upstairs Board Room)

President: Jeffery J. Pruyn Phone: 630.773.0835 Trustees: Jeff Aiani FAX: 630.773.2505

> Marty Hower Michael J. Latoria Ellen Leahy Frank J. Madaras Lucy Santorsola Melody I. Crayen

Clerk: Melody J. Craven Administrator: Evan Teich

- 1. Call to Order; Roll Call
- 2. Pledge of Allegiance
- 3. Audience Participation
- 4. Presentation of Committee of the Whole Meeting Minutes of March 7, 2017
- 5. President's Comments
- 6. Community Development Committee Trustee Latoria, Chairperson
- 7. Administration Committee

Trustee Santorsola, Chairperson

a. Discussion and possible action concerning a Consulting Agreement with Perspectives,
 Ltd. for a Village Employee Assistance Program

Documents:

EAP MEMO AND AGREEMENT.PDF

- 8. Environmental Committee
 - Trustee Leahy, Chairperson

9. Finance Committee
Trustee Hower, Chairperson

- a. Presentation of 3rd Quarter Financial Report
- 10. Public Safety Committee

Trustee Madaras, Chairperson

- 11. Public Works/Infrastructure Committee Trustee Aiani, Chairperson
 - a. Discussion and possible action concerning Village of Itasca/City of Wood Dale/Village of Bensenville/Illinois Tollway/DuPage County Intergovernmental Agreement Recommendation

Documents:

ITASCA IGA MEMO AND DRAFT IGA AND EXHIBIT A.PDF

b. Notice of National Pollutant Discharge Elimination System (NPDES) Public Information Meeting

Documents:

PUBLIC MEETING OUTLINE - MARCH 2017.PDF

- 12. Department Head Reports
- 13. Village Administrator
- 14. Executive Session
- 15. Adjournment

Evan Teich, Village Administrator

Melody J. Craven, Village Clerk



Village of Itasca - Memorandum Administration Department

Date: March 21, 2017

To: Jeff Pruyn, President and Village Board

From: Ioana Ardelean, Human Resources Manager

Subject: Employee Assistance Program-Perspectives Agreement

The Village has an Employee Assistance Program, currently managed by Workplace Solutions, that was put in place 9 years ago. The EAP is a complement to our group health insurance as it offers support, guidance and resources to help the employees find the right balance between work and home life. Our EAP offers services around emotional well-being, relationships and family, legal and financial issues and other similar topics. Some of the benefits derived from EAP programs are lower absenteeism due to personal issues, lower overall health care costs, and a more productive work force.

An example of services provided by our employee assistance program is the Stress Management seminar presented to our employees at the end of February.

We have come up on the renewal for our EAP contract and I worked diligently to significantly reduce the cost, while preserving the same level of service. I surveyed nearby comparable communities and obtained a service offer from a highly recommended competitor of our current vendor. Upon discussions with our current vendor and full assessment of the situation, staff decided to migrate the Employee Assistance Program to Perspectives.

The new vendor, Perspectives was able to offer a contract that will bring a 56% saving over our current cost (\$4,500) with a 3-year rate guarantee. Additionally, the new contract provides for richer benefits, as we will have 3 hours of training included, compared to our current 1 hour of training per year. We will be in the company of another 121 municipalities and government entities Perspectives services and expect to benefit from the extensive experience they have servicing communities like us.

I wanted to bring attention to the efforts staff is putting in to find efficiencies and more cost effective ways to operate.

Staff recommends ratification of the Consulting Agreement with Perspectives to take effect May 1, 2017 and a resolution will be presented on the next Board agenda.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into as of the 1st day of May, 2017, by and between **PERSPECTIVES LTD.** an Illinois corporation, ("Perspectives") and the Village of Itasca (the "Client").

Perspectives is a consulting firm that provides services related to the development, implementation, and management of Employee Assistance Programs ("EAPs") and WorkLife services; and

Client intends to implement an integrated EAP & WorkLife program; and

Client desires to retain Perspectives to perform certain services and Perspectives desires to perform such services, all upon the terms and conditions set forth herein;

In consideration of the premises set forth above, the promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Perspectives agree as follows:

- 1. <u>Term.</u> Unless sooner terminated as hereinafter provided, the term of this Agreement (the "Term") will consist of an initial term and any extension terms. The initial term (the "Initial Term") will be for three year(s), commencing on May 1, 2017, and ending on April 30, 2020. The Initial Term shall be extended automatically from year-to-year thereafter (each such extension being called an "Extension Term"), provided, however, that either party may terminate the Term (a) at any time, upon ten (10) days' written notice, by reason of a material breach of this Agreement by the other party, which breach has not been cured within thirty (30) days of written notice of such breach, or (b) upon ninety (90) days written notice prior to the commencement of any Extension Term.
- 2. <u>Services of Perspectives</u>. During the Term, Perspectives will provide the following EAP and WorkLife services to Client:
 - a. Implementation Services to be provided in the Initial Term:
 - i. Program design services, which will include the development of policies and procedures for the implementation and ongoing promotion of the EAP & WorkLife program as well as a benefit review to ascertain coverage for cases needing referral.
 - ii. Preparation of a letter describing EAP and WorkLife services that is to be sent by Client to each employee of Client at his or her home address.
 - iii. Design and delivery of an E-Mail Program Announcement flyer.
 - iv. Customized Client Features Page at Perspectives Online, with EAP Orientation video
 - v. Unlimited brochures, posters and wallet cards for program promotion.
 - b. Onsite Organizational and Ongoing Program Promotion Services for each contract year, Perspectives will provide:
 - i. Unlimited posters, brochures and wallet cards for program promotion.

- ii. The following emailers:
 - 1. Monthly Perspectives EAP emailer
 - Monthly Electronic Employee Flyer with embedded link to our WorkLife Online site's monthly feature
 - 3. Monthly Electronic HR Newsletter
 - 4. Monthly Electronic Frontline Supervisor newsletter
 - 5. Quarterly Electronic Perspectives Employee Lifelines Newsletter
- iii. Up to **3** onsite (or webinar) hours, with no rollover, of initial supervisory training, initial employee orientations, ongoing seminars, attendance at health fairs, critical incident stress debriefing and other mutually agreed upon onsite program promotion opportunities. Additional onsite hours are available at a rate of \$300.00 per hour, \$200.00 per hour if webinar.
- c. Services to Employees, Families and Significant Others:
 - i. Perspectives will provide 24-hour, toll-free access to its master's level staffed Call Center for assessment, supportive guidance and appointment scheduling.
 - ii. Perspectives will provide assessment and/or short-term counseling services or referral to treatment services for Client employees, their spouses, dependents and significant others (collectively referred to as "Client Participants"). Perspectives assessment and/or short term counseling services will be conducted in up to 3 sessions per Participant. Brief problem-resolution counseling will be provided to those Participants for whom, in the sole discretion of Perspectives, such counseling will be effective. Referrals for treatment, when necessary, will be made to pre-screened providers and will be coordinated with the Client's insurance when appropriate.
 - iii. Perspectives will monitor and provide follow-up services to all Client Participants for up to one (1) year after the initial meeting of the Participant with Perspectives.
 - iv. Perspectives will cause to be provided by work/life contractors ("Work/Life Contractors") services as follows:
 - 1. Client Participants will have access to the following WorkLife Online services:
 - a. Perspectives WorkLife Online will provide access to articles, self-guided assessments, links, calculators, and provider databases, skill building courses, expert audio clips and information in the following areas: Emotional Well Being, Childcare, Eldercare, and Pet care, Education, Legal, Financial, Wellness and the Workplace.
 - b. Perspectives WorkLife Online will also provide:
 - A customizable Online Features Page, including an EAP Orientation Video.

- ii. Searchable Childcare, Eldercare, Pet care & education, camp, volunteer databases
- iii. LiveConnect (24/7 Instant Messaging w/ degreed WorkLife Consultants for consultation and resource identification in child care, elder care, adoption, camp, college planning, tutoring and other related issues)
- iv. WorkLife Consultants provide match where possible to several pre-screened WorkLife resources
- v. Monthly WorkLife Webinars
- vi. Interactive Skill Building tutorials
- v. Client Participants will have access to the Legal/Financial Connection program, which will offer the following services:
 - 1. Debt Counseling: Consultation and Referral to consumer credit counseling agencies.
 - 2. Financial Planning Consultation: Consultation with financial planners regarding taxes, retirement planning and investment strategies.
 - 3. Identity Theft: Telephonic assistance and tools to aid in Identity Theft Recovery.
 - 4. Legal Consultation: Includes a phone consultation with an attorney and, when necessary, referral to an attorney, which includes a one-half (1/2) hour in-person consultation and a twenty-five percent (25%) fee discount on normal hourly fees for most issues. At no time will employees be advised on legal issues related to their employment with Client.

d. HR/Management Consultation:

i. Upon the request of a Client supervisor, Perspectives will consult with the supervisor concerning the problems of an individual employee and make recommendations to the supervisor as to how to encourage the employee to participate in the EAP, if Perspectives determines such participation in the EAP is appropriate or advisable.

e. Additional Services:

- i. Perspectives will submit its standard report on the utilization of the EAP & WorkLife services on an annual basis.
- ii. Perspectives will assign an Account Manager to coordinate the administrative activities of EAP and WorkLife services.

3. Compensation.

a. For the services provided for in Section 2 of this Agreement, during the Initial Term, Client agrees to pay Perspectives a fee of \$2.35 per employee per month based on current employee census. During the first month of the Initial Term, the fee shall be based upon an employee census of 71.

- b. For the services provided for in Section 2 of this Agreement, for the First Extension Term, and thereafter for each additional Extension Term, Client and Perspectives shall negotiate in good faith as to the fee that Client shall pay Perspectives for each such Extension Term. Any change in the fee for the First Extension Term and any Extension Term thereafter will be memorialized in a written amendment to this Agreement, signed by authorized representatives of Perspectives and Client.
- c. Should the Client want to produce a tailored brochure or wallet card, Client shall promptly reimburse Perspectives for all pre-approved printing expenses incurred on behalf of Client in printing said tailored brochure. Other materials are customizable at no expense to the Client.
- d. Within ten (10) days of the beginning of each month during the Term, Perspectives will submit to Client an invoice for the month equal to the rate per employee multiplied by the current employee census. In addition, the statement will include the expenses, if any, Perspectives incurred during the prior month on Client's behalf. Client shall pay Perspectives the fee for the forthcoming month and the expenses, if any, for the prior month, as listed on the statement, within thirty (30) days after Client receives the statement.

4. Additional Obligations of Client.

- a. In addition to Client's obligations under Section 3 of this Agreement, Client shall:
 - i. provide a positive endorsement of the EAP and WorkLife services to supervisors, employees, and their families;
 - ii. promptly notify Perspectives of any complaints about EAP or Work/Life services and assist in their investigation and resolution; and
 - iii. provide Perspectives with an updated employee census count by the end of each quarter to their assigned account manager if the ee census.
- 5. <u>Confidentiality</u>. The parties recognize and agree that the EAP and WorkLife records of Participants are confidential and shall not be disclosed without the written consent of the Participant. The EAP records of Participants shall be retained by Perspectives. This Consulting Agreement expressly adapts and incorporates herein all terms and provisions of the Business Associate Agreement between Perspectives and Client as attached.

6. Location and Timing of Services.

- a. Orientation, training sessions, seminars, and supervisory consultations will be held at locations reasonably designated by Client at times mutually agreed upon by Client and Perspectives.
- b. Assessment and referral services will be provided at the offices of Perspectives or its affiliates or at any other site that Perspectives designates.
- 7. <u>Payment for Referral Services</u>. The costs of any and all services performed by community resources are not the responsibility of Perspectives.
- 8. <u>Solicitation of Employees</u>. During the Term, and for a period of twelve (12) months after its termination for any reason, Client shall not induce, influence, or cause, or seek to induce, influence, or cause, any person who is engaged by Perspectives as an employee to terminate his

or her employment with Perspectives, or, directly or indirectly, employ or engage, or solicit for employment or engagement, or advise or recommend to any other person or entity that such person or entity employ or engage or solicit for employment or engagement, any person employed by Perspectives during any portion of the Term.

9. Insurance.

- a. Perspectives agrees to maintain professional liability insurance in the amounts of \$1 million per occurrence, \$3 million dollars aggregate.
- b. Perspectives further agrees to indemnify, defend, and hold harmless Client from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of and to the extent of any act, error, or omission of Perspectives in the performance of this Agreement.
- c. Client agrees to indemnify, defend, and hold harmless Perspectives from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, arising out of and to the extent of any act, error, or omission of Client in the performance of this Agreement, except for any loss which is paid by insurance.
- 10. <u>Independent Contractor</u>. The parties agree that Perspectives is an independent contractor and is not an employee of Client.

11. Miscellaneous.

a. <u>Notices.</u> Except for the statements to be sent from Perspectives to Client, and except as otherwise provided in this Agreement, all notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and signed by the party giving notice, and shall be deemed to have been given when hand-delivered by personal delivery, or by Federal Express or similar courier service, or when transmitted by facsimile, or three (3) business days after being deposited in the United States mail, registered or certified mail, with postage prepaid, return receipt requested, addressed as follows:

If to the Client: 550 W. Irving Park Road

Itasca, IL 60143

Attention: Ioana Ardelean, HR Manager

If to Perspectives: 20 N. Clark, Suite 2650

Chicago, IL 60602 Attention: Terry Cahill, VP Business Development

Or to such other address as either party may designate for itself by notice given to the other party from time to time in accordance with the provisions of this Agreement.

b. <u>No Waiver</u>. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any of the terms and conditions of this Agreement.

- c. <u>Section Headings</u>. The headings of Sections and subsections contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this Agreement. This Agreement is deemed to have been drafted jointly by the parties, and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting to either party. Whenever the context so requires, the singular shall include the plural and vice versa. All words and phrases shall be construed as masculine, feminine or neuter gender, according to the context. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- d. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
- e. <u>Entire Agreement</u>. All discussions, correspondence, understandings, and agreements heretofore had or made between the parties are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties relating to its subject matter, and the same is entered into with no party relying upon any statement or representation made by or on behalf of any party not embodied in this Agreement. Any modification of this Agreement may be made only by a written agreement signed by both of the parties to this Agreement. Sections 5, 8, 9(B), and 9(C) shall survive the termination of this Agreement or its Term.
- f. <u>Choice of Law.</u> This Agreement shall be governed in all respects by the laws of the State of Illinois applicable to agreements made and to be performed entirely within the State of Illinois, without regard to the conflicts of laws principles of the State of Illinois or any other state.
- g. Force Majeure. Neither party will be responsible for delays or failures of performance resulting from acts beyond the control of such party. Such acts include acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, epidemics, earthquakes, floods, tornadoes, hurricanes, acts of terrorism, other disasters, or failure or inability of third-party contractors to provide services. Such delays or failures do not include failure to pay invoices when due.
- h. <u>Authority</u>. The parties represent and warrant to each other that they have read this Agreement in its entirety, that they understand the terms of this Agreement and understand that the terms of this Agreement are legally enforceable, that they have had ample opportunity to negotiate with each other with regard to all of its terms, that they have entered into this Agreement freely and voluntarily, that they intend to and shall be legally bound by this Agreement, and that they have full power, right, authority, and competence to enter into and execute this Agreement.
- i. <u>Counterparts</u>. This Agreement may be executed in any one or more counterparts, each of which shall constitute an original, no other counterpart needing to be produced, and all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have read and voluntarily signed this Agreement.

VILLAGE OF ITASCA	PERSPECTIVES, LTD.
Ву:	Ву:
Title:	Title:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made and entered into between **the Village of Itasca** (the "Organization") and **PERSPECTIVES, LTD.** ("Business Associate" or "BA).

RECITALS

- A. Organization is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the standards for the Privacy of Individually Identifiable Health Information ("Privacy Rule"), the standards for the Security of Electronic Protected Health Information (the "Security Rule") and the Breach Notification Rule promulgated by the United States Department of Health and Human Services ("DHHS") pursuant thereto.
- B. BA provides Employee Assistance Program services to Organization, which services necessarily involve the access to, generation of, use of, maintenance of, or disclosure of health information that identifies individual patients ("Protected Health Information" or "PHI") some of which is in electronic form ("Electronic Protected Health Information" or "EPHI"). Accordingly, BA is a business associate of Organization pursuant to HIPAA, HITECH, the Privacy Rule, the Security Rule and the Breach Notification Rule.
- C. Organization is obligated by HIPAA, HITECH, the Privacy Rule and the Security Rule to obtain "satisfactory assurances" from its business associates as a precondition to permitting a business associate to access, generate, use, maintain, or disclose PHI and EPHI on its behalf or in the course of performing services for it.
- D. For the foregoing reasons, Organization and BA desire to enter into an agreement that complies with all the requirements of HIPAA, HITECH, the Privacy Rule and Security Rule regarding business associate "satisfactory assurances."

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, Organization and BA agree as follows:

1) **DEFINITION OF TERMS**

a. Any terms used in this BAA that are defined in HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule shall have the same meaning when used in this BAA as they have in HIPAA, HITECH, the Privacy Rule, the Security Rule and the Breach Notification Rule.

2) OBLIGATIONS OF BUSINESS ASSOCIATE

- a. BA is authorized to access, generate, maintain, use, disclose or transmit PHI and EPHI only as necessary and appropriate to perform the following services as defined in the Consulting Agreement on behalf of or for Organization, or as described in a services agreement between BA and Organization dated May 1, 2107.
- b. Except as otherwise limited in this BAA, BA may also use PHI and EPHI for the proper management and administration of BA or to carry out the legal responsibilities of BA,

and as required by law. BA may also use PHI and EPHI received from or pertaining to Organization to de-identify the PHI or EPHI in any manner permitted by the Privacy Rule and the Office of Civil Rights guidelines regarding de-identification. Once de-identified, BA may use this data for any purpose since it is no longer PHI protected by HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule.

- c. BA shall not use or further disclose PHI and EPHI other than as permitted or required by this BAA or as required by law. BA acknowledges that it is obligated to independently comply with the Security Rule, certain provisions of the Privacy Rule as mandated by HITECH and the Privacy Rule, and the Breach Notification Rule, and that it may be directly liable to the government for fines and other sanctions imposed by DHHS, and the State Attorney General for non-compliance.
- d. BA agrees to use appropriate safeguards to prevent use or disclosure of PHI and EPHI other than as provided for by this BAA. BA further agrees to implement the requirements of the Security Rule to protect EPHI in its possession, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Organization. "Appropriate Safeguards" include, but are not limited to, physical, administrative and technical safeguards such as locking cabinets or rooms where PHI is housed, using computer passwords or other security measures to prevent unauthorized access to PHI in electronic format, providing encryption or comparable protection for EPHI at rest and in motion, implementing policies and procedures describing authorized access and use for BA's work force, and human resources policies and procedures to enforce these rules.
- e. In making a permitted or required use or disclosure of PHI or EPHI, BA shall comply with Organization's minimum necessary requirements stated in Organization's policies and procedures.
- f. BA agrees to perform such activities as are necessary or appropriate to mitigate, to the extent practicable, any harmful effect that is either independently known to BA or brought to BA's attention by Organization, as a result of a wrongful use or disclosure of PHI or EPHI by BA. This obligation is in addition to the obligations stated in paragraph 2.d of this BAA.
- g. BA agrees to report to Organization any use or disclosure of PHI or EPHI in violation of this BAA. BA further agrees to report to Organization any security incident regarding EPHI of which it becomes aware. Without limiting the generality of the foregoing, BA agrees to notify Organization of any Breach (as that term is defined in HITECH and the Breach Notification Rule) of unsecured PHI or EPHI that BA discovers or should have discovered. BA shall provide such notification of a Breach within five (5) business days of the date upon which it discovered the Breach. BA shall provide to Organization the name, address, telephone number, and email address of each individual affected by a Breach, along with a description of the data involved in the Breach, a description of how the Breach occurred, and a description of all internal steps that the BA has taken to prevent a future similar Breach. BA shall cooperate with Organization in the preparation and distribution of notices of the Breach to the affected individuals, and with providing

notice to DHHS and media outlets as required by HITECH and the Breach Notification Rule.

- h. BA agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI or EPHI received from, or created or received by BA on behalf of Organization, agrees to the same restrictions and conditions that apply through this BAA to BA, including that each such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect EPHI. BA shall accomplish this by executing a proper Business Associate Agreement with each such subcontractor, as described in the Privacy Rule, that is at least as stringent as this BAA. BA further agrees that no subcontractors from foreign countries will be used, without the prior express written consent of the Organization.
- i. BA agrees to notify Organization within five (5) business days of receipt of a request by an individual for access to the individual's PHI or EPHI. Once Organization has determined that the individual is entitled to access to the requested PHI or EPHI pursuant to the Privacy Rule and so notifies BA (whether the individual's request was first made to BA or directly to Organization), then BA shall provide access to PHI and EPHI in a Designated Record Set to an individual or to an individual's designee with respect to EPHI, in order to meet the inspection and copying requirements of the Privacy Rule. If the Organization determines that the individual is not permitted access to PHI or EPHI pursuant to the Privacy Rule, then BA shall take such action as the Organization requests in order to satisfy the Organization's obligations under the Privacy Rule for denied requests for access.
- j. BA agrees to notify Organization within five (5) business days of receipt of a request by an individual to amend the Individual's PHI or EPHI. When notified by Organization that Organization has agreed to an individual's request for an amendment to the individual's PHI or EPHI, BA shall make the amendment(s), and incorporate such amendments into the PHI and EPHI in its possession. If Organization does not agree to a requested amendment, BA shall take such action as Organization requests in order to satisfy Organization's obligations under the Privacy Rule for denied requests for amendment.
- k. To the extent that BA is required pursuant to this BAA to carry out one or more of Organization's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule applicable to the Organization's performance of such obligation.
- I. BA agrees to make its internal practices, books, and records relating to its use and disclosure of PHI and EPHI available to Organization or the Secretary of DHHS (or his/her designee), for purposes of the Secretary of DHHS (or his/her designee) determining Organization's and the BA's compliance with HIPAA, HITECH, the Privacy Rule, the Security Rule, and the Breach Notification Rule, or for purposes of private Organization auditing and monitoring of BA's performance.
- m. BA agrees to document all disclosures of PHI and EPHI and information related to such disclosures as would be required for Organization to respond to a request by an individual for an accounting of disclosures of PHI and EPHI in accordance with the Privacy Rule and HITECH. Within five (5) days of Organization's request, BA shall provide

to Organization the information so collected to permit Organization to respond to a request by an individual for an accounting of disclosures of PHI and EPHI. To the extent that BA holds PHI or EPHI from an Electronic Health Record used by Organization, BA further agrees to provide to a requesting individual an accounting of disclosures of EPHI it has made, including an accounting of disclosures for treatment, payment and health care operations during the three years prior to the individual's request. If an individual makes a request for an accounting of PHI or EPHI directly to BA in circumstances in which BA does not hold EPHI from an EHR, then BA shall notify the Organization of the request within five (5) days of receiving the request from the individual and provide the Organization with the information about disclosures that BA has documented, in the same manner as if the individual's request was made directly to the Organization.

- n. BA agrees to honor any restriction on the use or disclosure of PHI or EPHI that Organization agrees to, provided that Organization notifies BA of such restriction.
- o. BA shall establish specific procedures and mechanisms to implement BA's obligations pursuant to HIPAA, HITECH, the Privacy Rule, the Security Rule, the Breach Notification Rule, and this BAA. Such procedures and mechanisms shall be in writing, and shall be available to Organization for review upon request.
- p. BA shall require each member of its work force that has contact with PHI and EPHI in the course of providing services to Organization to sign a statement indicating that the work force member has read this BAA, understands its terms, and agrees to abide by them, including without limitation, the obligation not to use or disclose PHI and EPHI except as necessary and appropriate to carry out the services being performed by BA for or on behalf of Organization. BA will make such signed statements available to Organization upon request.

3) OBLIGATIONS OF ORGANIZATION

- a. Organization shall provide BA with the notice of privacy practices and minimum necessary policy that Organization produces in accordance with the Privacy Rule, as well as any changes to such notice or policy.
- b. Organization shall notify BA of any restriction to the use or disclosure of PHI and EPHI that Organization has agreed to in accordance with the Privacy Rule.
- c. Organization shall not request BA to use or disclose PHI or EPHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Organization, except for uses of PHI for the proper administration and management of BA or as required by law.

4) TERM AND TERMINATION

a. The term of this BAA shall commence on the effective date of the Consulting Agreement and shall continue conterminously with the term of all services being performed by BA for or on behalf of Organization that necessarily and routinely involve PHI and EPHI, unless sooner terminated in accordance with paragraph 4.b hereof.

- b. Upon Organization's knowledge of a material breach by BA, or BA's knowledge of a material breach by Organization, Organization or BA (as applicable) shall, at its sole option, do either of the following:
 - i. Provide a fifteen (15) day opportunity for the non-breaching party to cure the breach to the satisfaction of the non-breaching party, or terminate this BAA and the services relationship with BA if the breaching party does not cure the breach to the satisfaction of the non-breaching party, or
 - ii. Immediately terminate this BAA and the services relationship with BA without an opportunity to cure if the non-breaching party determines, in its sole discretion, that cure is not possible.
- c. In addition to the termination for cause provisions stated in paragraph 4.b, this BAA may also be terminated in any of the following circumstances:
 - i. The services relationship between BA and Organization is terminated for any reason;
 - ii. The provisions of HIPAA, HITECH, the Privacy Rule or the Security Rule are amended, modified or changed such that this BAA is no longer mandated;
 - iii. By the mutual agreement of Organization and BA, provided that if the services relationship continues to require BA to access, use, generate, maintain, disclose or transmit PHI or EPHI, a new BAA between Organization and BA must be substituted.

d. Effect of Termination.

- i. Upon termination of this BAA for any reason, BA shall return or destroy all PHI and EPHI received from Organization, or created or received by BA on behalf of Organization. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of PHI or EPHI.
- ii. In the event that BA believes that returning or destroying PHI or EPHI is infeasible, BA shall provide to Organization an explanation of the conditions that make return or destruction infeasible. Upon Organization's concurrence that return or destruction of PHI or EPHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI or EPHI.
- iii. If this BAA is terminated and not immediately replaced with a substitute Business Associate Agreement, and if the Privacy Rule and/or the Security Rule in effect at that time continues to mandate the execution of a Business Associate Agreement between covered entities and their business associates, then the services relationship between BA and Organization shall immediately terminate simultaneously with termination of this BAA, to the extent that BA's services continue to necessarily and routinely involve access, use, generation, maintenance, disclosure or transmission of PHI or EPHI.

5) **GENERAL PROVISIONS**

- a. BA agrees that the terms and conditions of this BAA shall be construed as a general confidentiality agreement that is binding upon BA even if it is determined that BA is not a business associate as that term is used in HIPAA, HITECH, the Privacy Rule or the Security Rule.
- b. Organization and BA shall not be deemed to be partners, joint ventures, agents or employees of each other solely by virtue of the terms and conditions of this BAA. BA is an independent contractor of Organization for all purposes, including the application of the federal common law.
- c. This BAA shall not be modified or amended except by a written document that is signed by both parties. Organization and BA agree to modify or amend this BAA if HIPAA, HITECH, the Privacy Rule, the Security Rule, or the Breach Notification Rule change in a manner that affects the terms and conditions of this BAA, or the obligations of covered entities and/or business associates.
- d. Any communications between Organization and BA regarding this BAA shall be in writing, whether or not oral communications have also occurred. Such communications shall be sent to Organization and BA at the following addresses:

If to the Client: 550 W. Irving Park Road

Itasca, IL 60143

Attention: Ioana Ardelean, HR Manager

If to Perspectives: 20 N. Clark, Suite 2650

Chicago, IL 60602 Attention: Terry Cahill VP, Development

Written communications may be sent by certified or registered U.S. Mail, receipted courier service, receipted hand delivery, receipted fax, or by receipted email.

- e. No waiver of any provision of this BAA, including this paragraph, shall be effective unless the waiver is in writing and signed by the party making the waiver.
- f. This BAA is entered into solely for the benefit of the parties, and is not entered into for the benefit of any third party, including without limitation, any patients of Organization or their legal representatives.
- g. This BAA is not assignable or delegable without the express advance written consent of the party not seeking to assign or delegate.
- h. This BAA shall be governed by and construed in accordance with the laws of the United States of America and the laws of the state of Illinois. This BAA shall be interpreted and construed so as to render it compliant with HIPAA, HITECH, the Privacy Rule, the Security Rule, and the Breach Notification Rule.

- i. If any provision of this BAA is determined by a court of competent jurisdiction to be invalid or unenforceable, this BAA shall be construed as though such invalid or unenforceable provision were omitted, provided that the remainder of this BAA continues to satisfy all of HIPAA, HITECH, the Privacy Rule, and the Security Rule requirements for a business associate agreement. If it does not, then the parties shall immediately renegotiate this BAA so that it does comply with the requirements of HIPAA, HITECH, the Privacy Rule, and the Security Rule or terminate this BAA and the service relationship between the BA and Organization to the extent that BA's services necessarily and routinely involve access, use, generation, maintenance, disclosure or transmission of PHI or EPHI.
- j. This BAA contains the entire agreement between the parties pertaining to this subject matter, and supersedes all prior understandings, whether written or oral, regarding the same subject matter.
- k. The provisions of this BAA dealing with breach notification, the construction of this BAA as a general confidentiality agreement, and BA's obligations to return or destroy PHI and EPHI upon termination shall survive the termination of this BAA for any reason.

In Witness Whereof, the parties have executed this Business Associate Agreement.

Organization Witness		
	Ву:	
	Its:	
Business Associate Witness		
	Ву:	
	lts:	



MEMO

To: Village of Itasca Mayor and Village Board

From: Scott Marquardt, Associate / Group Manager

Subject: Village of Itasca/City of Wood Dale/Village of Bensenville/

Illinois Tollway/DuPage County Intergovernmental Agreement

Recommendation for Consideration of Approval of IGA

Date: March 21, 2017

Mayor Pruyn and Village Board,

Attached to this memorandum is the fourth Intergovernmental Agreement (IGA) regarding the Elgin O'Hare Project for your consideration for approval. Attached also is an exhibit showing location of enhancements being included at the request of and funded by the Village.

IGA SCOPE

- This IGA includes improvements associated with one Tollway contract:
 - Contract IT-02 this contract includes new tolling and ITS equipment along Illinois Route 390 through various communities, from east of US Route 20 to east of Illinois Route 83. The contract also includes the placement of new LED illuminated signing at four signalized intersections along Rohlwing Road, new LED underpass lighting of the Illinois Route 390 bridges over Prospect Avenue, and the placement of access control fencing at various locations within the Village and within the contract limits.
- This contract was awarded by the Illinois Tollway on November 17, 2016.

SUBMITTAL HISTORY

- The Tollway submitted the first draft of the IGA on December 1, 2016.
- A subsequent submittal was made again on February 14, 2017.
- The version being considered at the March 23rd Committee meeting was submitted on February 14, 2017.

RELATED FINANCIAL CONSIDERATIONS

- This IGA includes a total estimated cost to the Village of \$8,868.80, including design and engineering expenses, for the access control fence enhancements included within this contract.
- All of the \$423,500 land acquisition credits previously approved have been utilized on enhancements associated with previously approved IGA's, so the Village will be required to make a payment of the \$8,868.80 enhancement expense to the Illinois Tollway.
- The payment will be due upon contract completion, but not prior to May 1, 2018. This
 date was set so that the City would have adequate time to budget the necessary funds
 within the next fiscal budget.

POSITIVE ITEMS INCLUDED IN IGA

- The Village was successful in their request for the Tollway to eliminate the access control fence adjacent to the South Frontage Road between Hamilton Lakes Drive and Arlington Heights Road.
- This elimination of over 2,000 feet of access control fence saved both the Village and the Tollway funds for construction.
- The elimination of this fence also means that the parkway area between the South Frontage Road and the Tollway retaining wall has been set aside in one larger consolidated area which will be available for future landscaping enhancements.
- Staff was able to further reduce the Village expenditure for black access control fencing upgrades by over \$18,000, through a thorough review of how credits for the standard fence material are applied against the expenses for the black upgraded fence.
- This contract includes the installation of LED illuminated street name signs at the four new signalized intersection along Rohlwing Road. These are being paid for and will be maintained by DuPage County, at no expense to the Village.
- This contract also includes the installation of LED underpass lighting beneath the Illinois Route 390 bridges over Prospect Avenue. These are being paid for by the Illinois Tollway and will be maintained by DuPage County, at no expense to the Village.

PENDING ITEMS

- The Village of Bensenville is tentatively scheduled to consider this IGA for approval at their March 21st I&E committee meeting. They have no outstanding issues with this IGA.
- The City of Wood Dale is tentatively scheduled to consider this IGA for approval at their March 23rd Committee meeting. They have one minor outstanding issues with this IGA related to graffiti maintenance responsibility.
- The Illinois Tollway is scheduled to approve this IGA at their March 23rd Board meeting.

SUMMARY AND RECOMMENDATION

- The Village Administrator, Public Works staff, the Village Attorney, and I have been negotiating and tracking the language and changes throughout the submittal process, and we are in agreement with the content and terms of this IGA.
- Therefore, we recommend that the Village Board consider recommending approval of the attached IGA.

I will be attending the March 21st Committee meeting and will be available to answer questions.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, THE COUNTY OF DUPAGE, THE CITY OF WOOD DALE, THE VILLAGE OF ITASCA AND THE VILLAGE OF BENSENVILLE

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this ______ day of ______, 2017, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois, hereinafter called the "COUNTY", THE CITY OF WOOD DALE, a municipal corporation of the State of Illinois, hereinafter called "WOOD DALE", THE VILLAGE OF ITASCA, a municipal corporation of the State of Illinois, hereinafter called "ITASCA", and THE VILLAGE OF BENSENVILLE, a municipal corporation of the State of Illinois, hereinafter called "BENSENVILLE", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the Elgin O'Hare Expressway, extend the expressway from its eastern terminus at Rohlwing Road (Illinois Route 53) to O'Hare International Airport (ORD) to be known in its entirety as Illinois Route 390, and construct the Western Access connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294) (hereinafter sometimes referred to as the Elgin O'Hare Western Access "EOWA"), and included in multiple ILLINOIS TOLLWAY construction contracts. The ILLINOIS TOLLWAY will implement, operate and maintain the mainline improvements as tolled facilities (hereinafter sometimes referred to as the "Toll Highway"); and

WHEREAS, certain construction contracts occur within PARTIES' jurisdictional limits. This AGREEMENT includes the scope of improvements of ILLINOIS TOLLWAY Contract I-14-4638, Intelligent Transportation Systems (ITS) along Illinois Route 390 from east of U.S. Route 20 (Lake Street) to east of Illinois Route 83 (Busse Road), hereinafter referred to as the "PROJECT"; and

WHEREAS, the scope of work of the PROJECT includes construction of new tolling and ITS equipment along Illinois Route 390 from east of U.S. Route 20 to east of Illinois Route 83. The work also includes the installation underpass lighting at Prospect Avenue, access control fencing, landscaping, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY requests that the ILLINOIS TOLLWAY include in its PROJECT LED illuminated signage at the intersections of Illinois Route 53 (Rohlwing Road) with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue (hereinafter referred to as the "COUNTY's IMPROVEMENTS"); and

WHEREAS, WOOD DALE requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "WOOD DALE's IMPROVEMENTS"; and

WHEREAS, the ITASCA requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "ITASCA's IMPROVEMENTS"; and

WHEREAS, the BENSENVILLE requests that the ILLINOIS TOLLWAY include in its PROJECT black coated access control fencing, hereinafter referred to as "BENSENVILLE's IMPROVEMENTS"; and

WHEREAS, the ILLINOIS TOLLWAY agrees to the COUNTY's, WOOD DALE's, ITASCA's and BENSENVILLE's request to add their IMPROVEMENTS to the PROJECT; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, WOOD DALE by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 et seq. is authorized to enter into this AGREEMENT; and

WHEREAS, ITASCA by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, BENSENVILLE by virtue of its powers as set forth in the "Illinois Municipal Code," 65 ILCS 5/1-1-1 *et seq*. is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the "Intergovernmental Cooperation Act," 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. ENGINEERING

A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT, subject to reimbursement by WOOD DALE, ITASCA and BENSENVILLE as hereinafter stipulated. During the design and preparation of the plans and specifications, the ILLINOIS TOLLWAY shall submit the plans and specifications that affect the PARTIES for their review and comment at the following stage of plan preparation:

Final

- B. The final approved plans and specifications for the PROJECT improvements that affect the PARTIES shall be promptly delivered via hard copy and DVD format to the PARTIES by the ILLINOIS TOLLWAY.
- C. The PARTIES shall review the plans and specifications which impact their respective maintained highways and facilities within thirty (30) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from any PARTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval of the plans and specifications. Approval by the PARTIES respectively shall mean the PARTIES agree with all specifications in the plans, including alignment and location of the PROJECT improvements which impact their maintained highways. In the event of disapproval, the PARTY disapproving will detail in writing its objections to the proposed plans and specifications for review and consideration by the ILLINOIS TOLLWAY
- D. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring that all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Kane-DuPage Soil and Water Conservation District, DuPage County, including but not limited to the Department of Building & Zoning and the Division of Transportation, Illinois Environmental Protection Agency, City of Wood Dale, the Village of Itasca, Village of Bensenville, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the PROJECT, are secured by the PARTIES hereto in support of

general project schedules and deadlines. All PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the PROJECT.

F. The PARTIES respectively shall grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right of way within the PROJECT limits to the ILLINOIS TOLLWAY, without charge to the ILLINOIS TOLLWAY. Any permit for right of access, temporary use shall not be unreasonably withheld by any PARTY.

II. RIGHT OF WAY

- A. The ILLINOIS TOLLWAY shall acquire all necessary rights of way (both permanent and temporary) as needed for the construction of the PROJECT pursuant to the approved plans and specifications. Throughout the acquisition processes the ILLINOIS TOLLWAY will conduct their activities in accord with its written Policies and Procedures.
- B. The acquisition or transfer of permanent right of way interests is not required from WOOD DALE, ITASCA, or BENSENVILLE for the construction of this PROJECT pursuant to the approved plans and specifications, nor is the transfer of any interest in WOOD DALE, ITASCA, or BENSENVILLE property or rights of way which the ILLINOIS TOLLWAY deem necessary for the maintenance and operation of their Toll Highway system. Therefore, it is understood by the PARTIES hereto that there will be no exchange of any interest in WOOD DALE, ITASCA, or BENSENVILLE right of way to the ILLINOIS TOLLWAY in regards to this AGREEMENT.
- C. The acquisition or transfer of permanent right of way interests required from the COUNTY for the construction of the PROJECT pursuant to the approved plans and specifications will be as defined under a separate Intergovernmental Agreement with the COUNTY.
- D. If during the construction of the PROJECT it becomes necessary for the ILLINOIS TOLLWAY to enter upon and temporarily use lands owned by any of the PARTIES, that permission for the temporary use, entry and subsequent restoration will not be unreasonably delayed. This permission will be granted with waiver of all fees and free of any consideration.
- E. The PARTIES shall apply for a permit from the ILLINOIS TOLLWAY for any landscaping improvements. Such landscaping should be compliant with the Federal Aviation Administration Advisory Circular, Hazardous Wildlife Attractants On or Near Airports (Advisory Circular No: 150/5200-33B) on ILLINOIS TOLLWAY right of way. Approval of said permits for landscaping shall not be unreasonably withheld by the ILLINOIS TOLLWAY.

F. By request, the ILLINOIS TOLLWAY will provide the COUNTY and WOOD DALE access to the parkway north of the north curb of the south frontage road to the eastbound Illinois Route 390 retaining wall between Lively Boulevard and Edgewood Avenue on ILLINOIS TOLLWAY right of way for routine maintenance as needed.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the PARTIES, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing PARTY rights of way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights of way, and on proposed ILLINOIS TOLLWAY rights of way which are outside areas of the PARTIES jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, at no expense to the other PARTIES.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect any of the PARTIES shall be submitted to that PARTY for approval prior to commencing such work. The PARTY shall review the proposed deviations and indicate its approval or disapproval thereof in writing. If the proposed deviation to the plans and specifications are not acceptable, the PARTY shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the PARTY within thirty (30) calendar days after delivery to the PARTY of the proposed deviation, or does not receive a request for an extension of time, which request shall be reasonably considered, the proposed deviation shall be deemed approved.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the PARTIES, the ILLINOIS TOLLWAY shall provide no less than thirty (30) calendar day's written notice to the PARTIES prior to commencement of work on the PROJECT.

- D. The PARTIES and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects their system. The PARTIES may assign personnel to perform inspections on behalf of all work included in the PROJECT that affects the respective PARTY's system, and will deliver written notices to the Chief Engineer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- E. The PARTIES shall work cooperatively to address and resolve the review comments and objections. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.
- F. The ILLINOIS TOLLWAY shall give notice to the PARTIES upon completion of 70% and 100% of all PROJECT construction contracts to be subsequently maintained by the respective PARTY, and the PARTIES shall make an inspection thereof not later than fifteen (15) calendar days after notice thereof. If any PARTY does not perform a final inspection within twenty one (21) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES hereto, the PROJECT shall be deemed accepted by the PARTY. At the request of the respective PARTY, the ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the PARTY's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within fifteen (15) calendar days a written list identifying such deficiencies to the Chief Engineer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The PARTY shall perform such joint re-inspections within ten (10) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work, except as referenced in Section IV.B., due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- H. As-built drawings of the PROJECT shall be provided to the PARTIES, in both paper format and electronically, within sixty (60) calendar days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified herein, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right of way, construction engineering and construction costs subject to reimbursement by the PARTIES as hereinafter stipulated.
- B. It is mutually agreed by the PARTIES hereto that preliminary and design engineering costs shall be computed as 5% of the actual construction costs and construction engineering shall be computed as 10% of actual construction costs.
- C. It is mutually agreed by the PARTIES hereto that the estimated cost to the COUNTY for the COUNTY's IMPROVEMENTs is \$51,117.00 for construction costs of the LED illuminated signage at the traffic signals at the intersections of Illinois Route 53 with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue, \$2,555.85 (5% of construction costs) for preliminary and design engineering, and \$5,111.70 (10% of construction costs) for construction engineering, for a total estimated cost of \$58,784.55.
- D. The COUNTY in separate documents shall convey Parcel EO-1B-12-011 to the ILLINOIS TOLLWAY. The approved appraised market value is \$445,700.00 to be credited to the COUNTY to offset the cost of the COUNTY's IMPROVEMENTS.
- E. The COUNTY and the ILLINOIS TOLLWAY agree that a portion of the parcel credit of \$445,700.00 has been utilized to offset costs for the COUNTY's IMPROVEMENTS requested to be included in ILLINOIS TOLLWAY Contract I-14-4642 (estimated to be \$167,068.00), Contract I-13-4629 (estimated to be \$100,207.55), and Contract I-14-4644 (estimated to be \$104,316.62) leaving an estimated balance of \$74,107.83 which shall be utilized to offset the cost of the COUNTY's IMPROVEMENTS requested to be included with ILLINOIS TOLLWAY Contract I-14-4638 leaving an estimated balance due to the COUNTY of \$15,323.28. The COUNTY's remaining balance shall be carried over as a credit and be utilized to offset costs for COUNTY IMPROVEMENTS requested and defined under other EOWA project agreements.
- F. It is mutually agreed by the PARTIES hereto that the estimated cost to WOOD DALE for WOOD DALE's IMPROVEMENTS are \$20,826.00 for construction costs (cost differential for black access control fencing along eastbound Illinois Route 390 from Mittel Boulevard to Lively Boulevard, including connections at Mittel Boulevard, Wood Dale Road, and Lively Boulevard), \$1,041.30 (5% of construction costs) for preliminary and design engineering, and \$2,082.60 (10% of construction costs) for construction engineering, for a total estimated cost of \$23,949.90.
- G. WOOD DALE has conveyed land, as described under separate agreements, to the ILLINOIS TOLLWAY as required for the Illinois Route 390 construction. The land transferred by WOOD DALE to the ILLINOIS TOLLWAY was associated with ILLINOIS TOLLWAY Contracts I-13-4630, I-13-4631, and I-14-4640. WOOD

DALE and the ILLINOIS TOLLWAY also entered into a separate agreement for ILLINOIS TOLLWAY Contracts I-14-4644 and I-14-4642, which did not involve land conveyance. As described in the agreements for the aforementioned contracts, WOOD DALE has requested that work be added (CITY'S IMPROVEMENTS or as referred to in this AGREEMENT WOOD DALE'S IMPROVEMENTS) and the ILLINOIS TOLLWAY has included the requested work in the contracts. The cost for the WOOD DALE requested work has been partially offset by the cost for the land to be conveyed from WOOD DALE to the ILLINOIS TOLLWAY.

The land conveyance and estimated WOOD DALE's IMPROVEMENT costs are as follows:

<u>I</u>	and Conveyance	WOOD DALE IMPROVEMENTS
Contract I-13-4630	\$1,090,000.00	\$ 157,689.16
Contract I-13-4631	\$ 107,000.00	\$ 9,801.74
Contract I-14-4640	\$ 345,000.00	\$ 666,061.40
Contract I-14-4644	N/A	\$ 403,279.07
Contract I-14-4642	N/A	\$ 283,362.00
Contract I-14-4638	N/A	\$ 23,949.90
Total	\$1,542,000.00	\$1,544,143.27

H. The estimated WOOD DALE's IMPROVEMENT costs are further detailed in the aforementioned agreements. The total cost for the WOOD DALE IMPROVEMENTS exceeds the ILLINOIS TOLLWAY cost of land to be conveyed by WOOD DALE to the ILLINOIS TOLLWAY; therefore the estimated remaining balance of \$2,143.27 shall be paid to the ILLINOIS TOLLWAY by WOOD DALE. The final cost of the WOOD DALE IMPROVEMENTS shall be based upon final actual construction costs.

WOOD DALE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, WOOD DALE will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to May 1, 2018, based on final actual costs.

I. It is mutually agreed by the PARTIES hereto that the estimated cost to ITASCA for ITASCA's IMPROVEMENTS are \$7,212.00 for construction costs (cost differential for black access control fencing along eastbound and westbound Illinois Route 390 between Arlington Heights Road and Prospect Avenue and along Ketter Drive to the westbound Illinois Route 390 entrance ramp), \$385.60 (5% of construction costs) for preliminary and design engineering, and \$771.20 (10% of construction costs) for construction engineering, for a total estimated cost of \$8,868.80.

- J. ITASCA agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, ITASCA will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to May 1, 2018 based on final actual costs.
- K. It is mutually agreed by the PARTIES hereto that the estimated cost to BENSENVILLE for BENSENVILLE's IMPROVEMENTS are \$2,710.00 for construction costs (cost differential for black access control fencing along westbound Illinois Route 390 west of Illinois Route 83), \$135.50 (5% of construction costs) for preliminary and design engineering, and \$271.00 (10% of construction costs) for construction engineering, for a total estimated cost of \$3,116.50.
- L. BENSENVILLE agrees that upon award of the contract for this improvement and receipt of an invoice from the ILLINOIS TOLLWAY, BENSENVILLE will pay to the ILLINOIS TOLLWAY costs incurred under this AGREEMENT, in a lump sum, upon completion of the PROJECT, but not prior to January 1, 2018 based on final actual costs.
- M. It is further agreed that notwithstanding the estimated cost, the PARTIES shall be responsible for the actual costs associated with their requested IMPROVEMENTS described in the Recital section of this AGREEMENT.
- N. Any PARTY may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work that increases the total costs of the PROJECT or more costly substitute work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- O. The PARTIES shall have the ability to request reduction of or elimination from the PROJECT of those enhancement improvements. The improvements, which would have been the PARTY's responsibility for payment, in the event the contract bid prices are substantially higher than those contained in the engineer's estimate or subject to the PARTY's budgetary constraints. The PARTY shall be responsible for costs incurred for those items that would have been the PARTY's responsibility prior to providing notice for the reduction or elimination of said items.

VI. MAINTENANCE - DEFINITIONS

A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means COUNTY, WOOD DALE, ITASCA, and BENSENVILLE.

- B. The term "local road" refers to any highway, road or street under the jurisdiction of the COUNTY, WOOD DALE, ITASCA, and BENSENVILLE.
- C. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
 - 1. "Routine maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck, expansion joints, parapet walls and drainage structures.
 - 3. "Signal maintenance" refers to all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power, but shall not include permanently installed variable message signs or temporary signals or signs relating to construction or repair projects.
 - 4. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 - 5. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES hereto, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of

- communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided, or in the case of the ILLINOIS TOLLWAY, it may proceed with the proposed action if deemed necessary by the Chief Engineer.
- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY agrees to maintain, or cause to maintain Illinois Route 390 in its entirety, including the new tolling and ITS infrastructure installed as part of the PROJECT, access control fencing, and landscaping within ILLINOIS TOLLWAY right of way.
- B. The COUNTY agrees to be responsible to maintain, the LED illuminated signage at the traffic signals at the intersections of Illinois Route 53 with the eastbound and westbound frontage roads, Norwood Avenue and West Thorndale Avenue. The maintenance responsibilities for these LED illuminated street name signs are also defined as part of a separate agreement between the COUNTY, ILLINOIS TOLLWAY, ITASCA, the Illinois Department of Transportation, and Cook County for ILLINOIS TOLLWAY Contracts I-13-4601, I-13-4607 and I-13-4621. The COUNTY agrees to be responsible for the Illinois Route 390 underpass lighting at Prospect Avenue and for maintenance of the parkway from Lively Boulevard to Edgewood Avenue north of the north curb of the south frontage road to the eastbound Illinois Route 390 retaining wall on ILLINOIS TOLLWAY right of way, including but not limited to lawn mowing, trimming of trees and shrubs, and litter control.
- C. The COUNTY agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance on ILLINOIS TOLLWAY right of way.

- D. WOOD DALE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to WOOD DALE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along eastbound Illinois Route 390 from Mittel Boulevard to Lively Boulevard, including connections at Mittel Boulevard, Wood Dale Road and Lively Boulevard.
- E. WOOD DALE has the option of performing the routine maintenance consisting of graffiti removal on the retaining wall facing the south frontage road along eastbound Illinois Route 390 from Lively Boulevard to Edgewood Avenue. In the event WOOD DALE declines to perform the routine maintenance as described herein, the ILLINOIS TOLLWAY shall be responsible for graffiti removal from this retaining wall. The ILLINOIS TOLLWAY retains the right to install access control fencing within the aforementioned area at its own discretion, after providing 60 days prior written notification to WOOD DALE in order to avoid repeated graffiti removal work should WOOD DALE decline to perform the above described routine maintenance.
- F. WOOD DALE agrees, to the extent permitted by law, to indemnify and hold the ILLINOIS TOLLWAY and its employees, officers, directors and agents harmless from all claims for death, injuries and damages to persons or property relating to the maintenance on ILLINOIS TOLLWAY right of way.
- G. ITASCA agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to ITASCA review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along eastbound and westbound Illinois Route 390 between Arlington Heights Road and Prospect Avenue and along Ketter Drive to the westbound Illinois Route 390 entrance ramp.
- H. BENSENVILLE agrees to be responsible for the cost differential incurred by the ILLINOIS TOLLWAY, subject to BENSENVILLE review and approval prior to expenditure, for replacing the black access control fencing in kind in the future as compared to replacing with standard access control fencing (i.e. galvanized steel without coating) for the fencing located along westbound Illinois Route 390 west of Illinois Route 83.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During construction, the PARTIES shall continue to maintain all portions of the PROJECT within their respective PARTY's existing maintenance/jurisdictional responsibilities that are not to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications.

- B. All items of construction which are stipulated in this AGREEMENT to be maintained by the PARTIES shall, upon completion of construction and final inspection, be the maintenance responsibility of the PARTIES, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. The responsibilities for snow and ice removal from the roadways under jurisdiction of the respective PARTIES and for mowing and litter removal will be handled under a separate agreement between the PARTIES.

IX. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the County of DuPage (COUNTY), City of Wood Dale (WOOD DALE), the Village of Itasca (ITASCA), the Village of Bensenville (BENSENVILLE) and the Illinois State Toll Highway Authority (ILLINOIS TOLLWAY).
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. Wherever in this AGREEMENT approval or review by any of the PARTIES or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than thirty (30) calendar days after execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. The descriptive headings of various sections of this AGREEMENT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- F. In the event of a dispute between PARTIES in the carrying out of the terms of this AGREEMENT for the PROJECT, the Chief Engineer of the ILLINOIS TOLLWAY, the Director of Public Works of WOOD DALE, the Village Engineer of ITASCA

and the Director of Public Works of BENSENVILLE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineer of the ILLINOIS TOLLWAY shall be final.

- G. In the event of a dispute between the COUNTY and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to the COUNTY's IMPROVEMENTS, or a dispute concerning the plans and specifications for the COUNTY's IMPROVEMENTS, the Director of Transportation/County Engineer of the COUNTY and the Chief Engineer of the ILLINOIS TOLLWAY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the COUNTY's IMPROVEMENTS, the decision of the Director of Transportation/County Engineer of the COUNTY shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- H. In the event of a dispute between WOOD DALE, ITASCA, BENSENVILLE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT in reference to any of the PARTIES (requested work, utilities, facilities, roadways, etc.), or a dispute concerning the plans and specifications for any of the individual PARTY's (requested work, utilities, facilities, roadways, etc.), the Chief Engineer of the ILLINOIS TOLLWAY and the individual PARTY's Engineer/Director of Public Works shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning the PARTY's (requested work, utilities, facilities, roadways, etc.), the decision of the PARTY's Engineer/Director of Public Works shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- I. This AGREEMENT may be executed in five (5) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- J. The ILLINOIS TOLLWAY agrees that in the event any work is performed by other than ILLINOIS TOLLWAY forces, the applicable provisions of the "Prevailing Wage Act" 820 ILCS 130/1 shall apply.
- K. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006551 and it is doing business as a governmental entity, whose mailing address is The DuPage County Division of Transportation, Jack T. Knuepfer Administration Building, 421 North County Farm Road, Wheaton, Illinois 60187.
- L. Under penalties of perjury, WOOD DALE certifies that its correct Federal Tax Identification number is 36-6008457 and it is doing business as a governmental

entity, whose mailing address is The City of Wood Dale, 404 North Wood Dale Road, Wood Dale, Illinois 60191.

- M. Under penalties of perjury, ITASCA certifies that its correct Federal Tax Identification number is 36-6005935 and it is doing business as a governmental entity, whose mailing address is The Village of Itasca, 550 W. Irving Park Road, Itasca, Illinois 60143.
- N. Under penalties of perjury, BENSENVILLE certifies that its correct Federal Tax Identification number is 36-6005794 and it is doing business as a governmental entity, whose mailing address is The Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.
- O. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- P. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- Q. The failure by any of the PARTIES to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by any PARTY to this AGREEMENT unless such provision is waived in writing.
- R. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in DuPage County, Illinois.
- S. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority

2700 Ogden Avenue

Downers Grove, Illinois 60515

Attn: Chief Engineer

To the COUNTY: The DuPage County Division of

Transportation

Jack T. Knuepfer Administration

Building

421 North County Farm Road

Wheaton, Illinois 60187.

Attn: Director of Transportation/County

Engineer

To WOOD DALE: The City of Wood Dale

404 North Wood Dale Road Wood Dale, Illinois 60191

Attn: City Manager

To ITASCA: The Village of Itasca

550 W. Irving Park Road Itasca, Illinois 60143

Attn: Village Administrator

To BENSENVILLE: The Village of Bensenville

12 S. Center Street

Bensenville, Illinois 60106 Attn: Director of Public Works

- T. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT and necessary to support amounts charged to the ILLINOIS TOLLWAY and/or any of the PARTIES under the AGREEMENT for a minimum of three (3) years from the last action on the AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- U. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

(This section intentionally left blank)

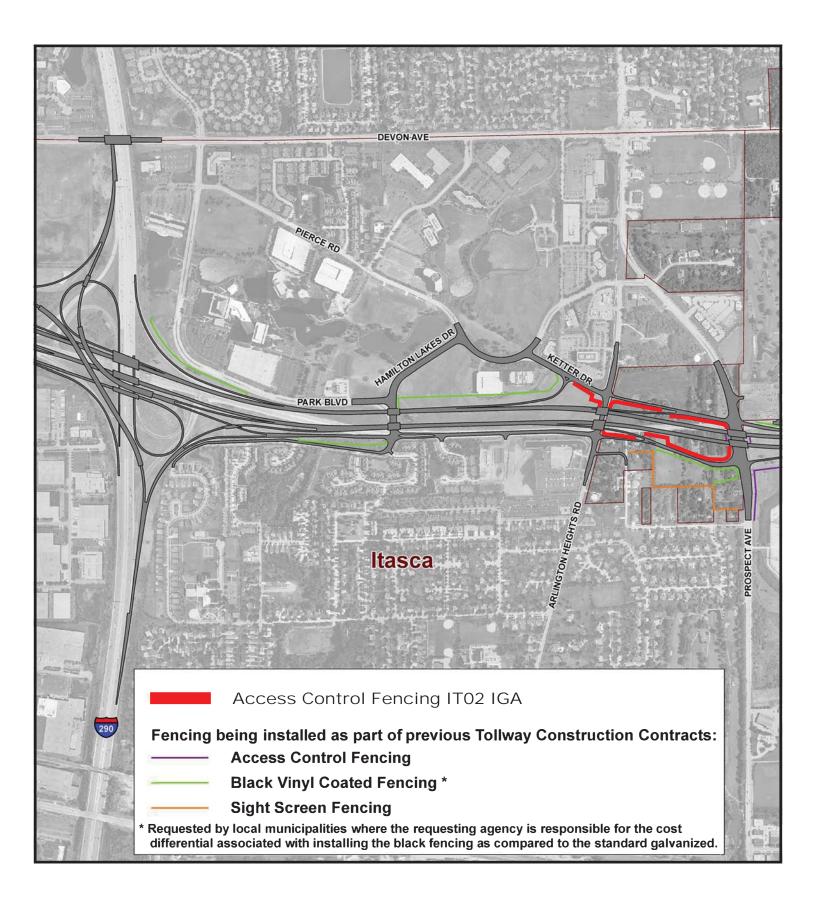
IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

COUNTY OF DUPAGE

By:	Attest:
Daniel J. Cronin Chairman, DuPage County Bo	Paul Hinds, County Clerk
Date: THI	E VILLAGE OF ITASCA
By: Jeff Pruyn Mayor	Attest:
Date:	(Please Print Name)
Ву:	Attest:
Nunzio Pulice Mayor	Shirley J. Siebert, City Clerk
Date:THE VI	ILLAGE OF BENSENVILLE
By:	Attest:
Martin O'Conner President Pro-tem	Ilsa Rivera-Trujillo, Village Clerk
Date:	

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By:	Date:
	Greg M. Bedalov Executive Director
	Approved as to Form and Constitutionality
	Tiffany B. Schafer
	Senior Assistant Attorney General, State of Illinois
	Semor Assistant Attorney General, State of Inmois



NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PUBLIC INFORMATION MEETING

March 21, 2017

This public information meeting is required by Illinois Environmental Protection Agency (IEPA) in accord with Village's Notice-of-Intent (NOI) for the Illinois General Permit ILR 40. Permit is performed on a 5-year cycle; current permit began 3/1/16 and expires 2/28/21.

I. Introduction and General Description of NPDES for MS4 communities (MS4 = Municipal Separate Storm Sewer System)

GOAL – Eliminate pollutants from entering storm sewer system/detention ponds and depositing into rivers, lakes, creeks – ultimate outlet points Spring Brook, Meacham Creek, and Salt Creek

II. Six Required Minimum Control Measures (MCMs)

1) Public Education and Outreach

- a) The Village and DuPage County Stormwater Management distribute brochures about storm water quality and provides information on the Village website and in the Village newsletter.
- b) Spring Brook Nature Center provides at least one water resource program each year.
- c) The Village is part of the DuPage River Salt Creek Workgroup (DRSCW), which provides extensive information related to water resources on their website and through presentations: http://drscw.org.
- d) REMINDER: Do not dump oil, paint or other chemicals down sewer, etc.
- e) REMINDER: Clean up after your dogs in your yard and parks, etc.

2) Public Involvement and Participation

- a) This Annual Public Information Meeting is an example of this requirement.
- b) Village welcomes public involvement; residents should call Public Works if they notice any spills, discharge, etc.
- c) DuPage County has a Citizen Reporter app (linked to GIS) to allow residents to report spills and areas where maintenance is needed in streams and creeks: http://gis.dupageco.org/CitizenReporter/#
- d) Boy Scouts, schools, companies, and other civic groups participate in cleanups, awareness, etc.
- e) The Village hosts a Green Day annually and participates in the DuPage River Sweep. The 2016 Green Day event was held on May 7th, and the 2016 River Sweep event was held on May 21st.

3) Illicit Discharge Detection and Elimination (IDDE)

- a) The Village has an ordinance that it uses to address these issues and has partnered with DuPage County Stormwater Management to implement illicit discharge monitoring activities.
- b) The Village maintains an up-to-date sewer atlas that indicates outfalls.
- c) The Village inspects its outfalls and monitors its creeks annually.

4) Control of Construction Site Storm Water Runoff

- The Village follows erosion control requirements within its code (Chapter 156) and the DuPage County Countywide Stormwater and Flood Plain Ordinance.
- b) Developers are required to provide a Storm Water Pollution Prevention Plan (SWPPP) along with development plans reviewed by the Village and their consultants.
- c) Developers are required to inspect their sites weekly during construction and after rains.

5) Post-Construction Storm Water Management

- a) The Village follows stormwater management requirements within its code and the DuPage County Countywide Stormwater and Flood Plain Ordinance (April 2013). These ordinances include requirements for runoff volume control as well as water quality for new developments.
- b) Detention ponds and post-construction best management practice (PCBMP) areas are designed to filter sediments out of stormwater runoff prior to being released downstream.
- c) Final inspections are required before the developer can leave site.

6) Pollution Prevention/Good Housekeeping

- a) Village staff and consultants attend pollution prevention training by DRSCW and DuPage County Stormwater Management.
- b) Village conducts street sweeping and cleaning of culverts and ditches of debris.
- c) Village inspects storm sewers on a regular basis; catch basins are vacuumed, etc.
- d) Deicing materials (road salt) are kept in a covered dome.
- e) Any chemicals are kept indoors.
- f) The Village enlists the public's help in watching inlets/catch basins and keeping clear of debris.

III. Annual Activities Moving Forward

- 1) The NPDES Stormwater Management Program Plan will be reviewed and revised as needed.
- 2) An annual report will be made to the IEPA each year by June 1.
- 3) The Village will host a Green Day. The 2017 Green Day will be held on May 6.
- 4) The Village will continue participation in the DuPage River Sweep. This year's Sweep is May 20, 2017. Sign up at http://www.conservationfoundation.org/sweep.
- 5) Ordinances and sewer atlas will be reviewed and updated as necessary.
- 6) Village staff and consultants will attend training.
- 7) The Village will conduct visual monitoring of outfalls.

IV. Questions???