

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 Carol Stream MS4 #: ILR400308
 Population (based on 2010 census): 39,711
2. MS4 Mailing Address: 500 N. Gary Avenue City: Carol Stream, IL Zip: 60188
3. Primary MS4 Contact Person (Authorized Representative for MS4 Permit)
 Name: Gregory R. Ulreich Title: Stormwater Administrator
 Phone: 630-871-6220 Email Address: gulreich@carolstream.org

General Information

4. Latitude and Longitude at approximate geographical center of MS4 for which you are requesting authorization to discharge:
 Latitude: 41 55 00 Longitude: 88 08 00
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 |
|--------------|----------|---------------|
| | | DuPage County |
7. Area of land within your MS4 in square miles: 8
8. Percent of MS4 served by combined sewer: 0 Percent of MS4 served by separate sewer: 100

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>.

Name(s) of known receiving waters (in and within 3 miles of MS4 area)	Impairment listed on 303d List or TMDL?
West Branch DuPage River (WBDR)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Klein Creek, Tributary to WBDR	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Winfield Creek, Tributary to WBDR	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Causes: Refer to DuPage County's N.O.I. Source: Refer to DuPage County's N.O.I.

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

10. Shared Responsibility

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

Program Responsibility

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?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Public Education and Outreach | <input type="checkbox"/> Construction Site Runoff Control |
| <input checked="" type="checkbox"/> Public Participation/Involvement | <input type="checkbox"/> Post-Construction Runoff Control |
| <input checked="" type="checkbox"/> Illicit Discharge Detection and Elimination | <input type="checkbox"/> 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: Phil Modaff Title: Director of Public Works

Phone: 630-871-6260 Email: pmodaff@carolstream.org

Area of Responsibility: Illicit Discharge Detection and Elimination & Pollution Prevention/Good Housekeeping

Part II. Best Management Practices (include shared responsibilities) which have been implemented or are proposed to be implemented in the MS4 area

A. Public Education and Outreach

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- A.1 Distributed Paper Material
- A.2 Speaking Engagement
- A.3 Public Service Announcement
- A.4 Community Event
- A.5 Classroom Education Material
- A.6 Other Public Education

B. Public Participation/Involvement

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- B.2 Educational Volunteer
- B.3 Stakeholder Meeting
- B.4 Public Hearing
- B.5 Volunteer Monitoring
- B.6. Program Involvement
- B.7 Other Public Involvement

C. Illicit Discharge Detection and Elimination

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- C.1 Sewer Map Preparation
- C.2 Regulatory Control Program
- C.3 Detection/Elimination Prioritization Plan
- C.4 Illicit Discharge Tracing Procedures
- C.5 Illicit Source Removal Procedures
- C.6 Program Evaluation and Assessment
- C.7 Visual Dry Weather Screening
- C.8 Pollutant Field Testing

- C.9 Public Notification
- C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- D.1 Regulatory Control Program
- D.2 Erosion and Sediment Control BMPs
- D.3 Other Waste Control Program
- D.4 Site Plan Review Procedures
- D.5 Public Information Handling Procedures
- D.6 Site Inspection/Enforcement Procedures
- D.7 Other Construction Site Runoff Controls

E. Post-Construction Runoff Control

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- E.1 Community Control Strategy
- E.2 Regulatory Control Program
- E.3 Long Term O & M Procedures
- E.4 Pre-Construction Review of BMP Designs
- E.5 Site Inspections During Construction
- E.6 Post-Construction Inspections
- E.7 Other Post-Construction Runoff Controls

F. Pollution Prevention/Good Housekeeping

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- F.1 Employee Training Program
- F.2 Inspection and Maintenance Program
- F.3 Municipal Operations Storm Water Control
- F.4 Municipal Operations Waste Disposal
- F.5 Flood Management/Assess Guidelines
- F.6 Other Municipal Operations Controls

BMPs Currently Implemented and Proposed

BMP Number	Location
	Refer to DuPage County's N.O.I.

Approximate Pollutant Reduction Resulting from each BMP

BMP Number	Pollutant	Reduction
	Refer to DuPage County's N.O.I.	

Instream Monitoring Program

Is there an instream monitoring program currently in place? Yes No

Is an instream monitoring program currently being proposed? Yes No

Sediment Monitoring

Is sediment monitoring currently taking place? Yes No

Sample Monitoring of Outfalls

Is sample monitoring of outfalls currently taking place? Yes No

Other Monitoring

Describe other types of monitoring implemented or proposed to evaluate the BMP effectiveness or water quality impact of stormwater.

Refer to DuPage County's N.O.I. for all responses regarding monitoring.

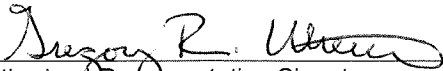
Part III. Certification

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)).

Gregory R. Ulreich
Authorized Representative Name

Stormwater Administrator
Title


Authorized Representative Signature

08/28/2020
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.

R. 3010

**VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188**

RESOLUTION NO. 3010

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF CAROL STREAM AND THE COUNTY OF
DUPAGE, ILLINOIS FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
PROGRAM IN THE EAST BRANCH DUPAGE RIVER AND
WEST BRANCH DUPAGE RIVER WATERSHEDS**

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 16th DAY OF APRIL, 2018**

**Published in pamphlet form
by order of the Mayor and Board
of Trustees of the Village of Carol Stream,
County of DuPage, Illinois
This 17TH Day of April , 2018**

RESOLUTION NO. 3010

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND THE COUNTY OF DUPAGE, ILLINOIS FOR THE IMPLEMENTATION OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN THE EAST BRANCH DUPAGE RIVER AND WEST BRANCH DUPAGE RIVER WATERSHEDS

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with DuPage County for the implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A".

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 16th DAY OF APRIL, 2018.

AYES: Trustees Hennessey, Gieser, Frusolone, Schwarze and McCarthy

NAYS: None

ABSENT: Trustee LaRocca


Frank Saverino, Sr., Mayor

ATTEST:


Laura Czarnecki, Village Clerk

Resolution

SM-R-0163-18

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

WHEREAS, the County of DuPage ("County") and Village of Carol Stream ("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

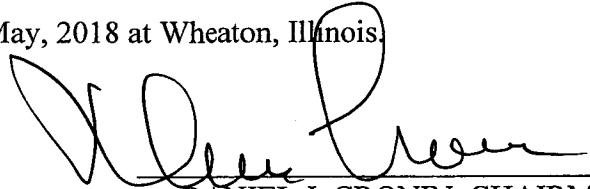
SM-R-0163-18

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 Carol Stream, 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 Carol Stream, 500 North Gary Avenue, Carol Stream, Illinois 60188; and Anthony Hayman, State's Attorney's Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:



PAUL HINDS, COUNTY CLERK

Ayes: 18

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 8th of May, 2018 between the Village of Carol Stream of DuPage County (hereinafter referred to as the "Municipality") a body corporate and politic, with offices at 500 North Gary Avenue, Carol Stream, Illinois 60188 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.

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 (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 Ill. 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, 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 West Branch DuPage River Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

- 3.1 The County shall perform 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 particular 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 assets 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 within thirty (30) days of receipt 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 Exhibit 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.

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 "Indemnitee 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:

Village of Carol Stream
Engineering Services Dept.
500 North Gary Avenue,
Carol Stream, Illinois 60188
Attn: Stormwater Administrator

DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Stormwater Management

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:

Village of Carol Stream
Engineering Services Department
Attn: Stormwater Administrator

500 North Gary Avenue
Carol Stream, Illinois 60188
Email: gulreich@carolstream.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 May 8, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent 5-year 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: Frank Saverino Sr
Frank Saverino
Mayor
Village of Carol Stream

ATTEST BY: Laura Czarnecki
Laura Czarnecki
Village Clerk

BY: Daniel Cronin
Daniel Cronin
Chairman
DuPage County Board

ATTEST BY: Paul Hinds
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 ("IDDE")

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 within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County's investigation, 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, 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 Flood Plain 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, as necessary.

Illicit Discharge Detection and Elimination

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 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's (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, its 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 by providing 60 days written notice to the Municipality.