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INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

TOWNSHIP OF MAINE

POTTER ROAD
Dempster Street to
Evanston-Elgin (Golf) Road
Section: 85-W8140-01-RP

This INTERGOVERNMENTAL AGREEMENT, made and entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois, hereinafter called "COUNTY", and the TOWNSHIP OF MAINE, a body politic and corporate of the State of Illinois, hereinafter called "TOWNSHIP".

WITNESSETH

Whereas, the COUNTY is desirous of improving Potter Road from Dempster Street to Evanston-Elgin (Golf) Road and has undertaken design of an improvement of said road segment identified as COUNTY Section: 85-W8140-01-RP (hereinafter PROJECT); and,

Whereas, the TOWNSHIP has requested the COUNTY to include, in its improvement PROJECT, the construction of a new parking area along Potter Road between Emerson Street and Noel Avenue, and in consideration of the inclusion of this parking area, the TOWNSHIP would assume certain maintenance responsibilities;

Whereas, the COUNTY is willing to add said new parking area to its PROJECT; and,

Whereas, the COUNTY and the TOWNSHIP, by this instrument, desire to establish their respective obligations and responsibilities toward design engineering, construction and maintenance of the PROJECT.

Now, Therefore, in consideration of the mutual covenants contained herein, the above recitals and other good and valuable considerations, the parties hereto agree as follows:

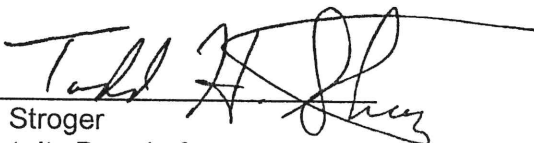
1. The COUNTY will, within the TOWNSHIP limits of the PROJECT, construct a new indented parking area along the west side of Potter Road from Emerson Street to Noel Avenue. The COUNTY will pay for one hundred (100%) percent of the costs for design and construction of said parking area.
2. The COUNTY will pay for one hundred (100%) percent of the cost to replace existing sidewalks which interfere with construction.
3. The COUNTY shall advertise, let, award, construct the PROJECT in accordance with approved plans, supervise construction and fund construction and construction engineering (estimated cost \$11,500,000.00).
4. The TOWNSHIP shall own, operate and maintain the sidewalk constructed/relocated within its corporate limits as part of this PROJECT.
5. The TOWNSHIP shall operate and maintain the indented parking area installed as part of the PROJECT, said maintenance including but not limited to routine surface repairs, curb and gutter repairs, snow and ice control, street sweeping, signing, striping, assignment of parking spaces and other operational services related to the parking area.

6. This Agreement stands in lieu of a separate COUNTY Highway Permit for said sidewalk and parking area facilities and the TOWNSHIP shall be bound to the general terms of COUNTY Highway Permits as they exist the date of execution of this Agreement by the COUNTY.
7. During the course of construction the Township of Maine, Illinois will be named as an additional insured by the Contractor under the Contract.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the COUNTY and TOWNSHIP have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:


Todd H. Stroger
President, Its Board of
County Commissioners

EXECUTED BY TOWNSHIP OF MAINE:

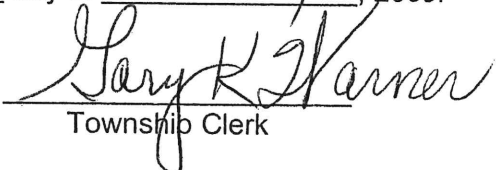

Supervisor, Maine Township

This 19th day of MAY, 2009.

ATTEST: 
County Clerk

(SEAL)

This 27th day of January, 2009.

ATTEST: 
Township Clerk

(SEAL)

RECOMMENDED BY:


Superintendent of Highways

APPROVED AS TO FORM:

Anita Alvarez, State's Attorney

BY: 
Assistant State's Attorney

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 19 2009

COM _____

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois, aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of the County of Cook, at their regular meeting held on May 19, 2009, passed the following Resolution:

**09-R-
RESOLUTION**

Sponsored by

THE HONORABLE TODD H. STROGER

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or his authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Township of Maine, said agreement attached, wherein the County will include the construction of a new parking area along Potter Road between Emerson Street and Noel Avenue as part of the County's roadway reconstruction project along Potter Road from Dempster Street to Evanston-Elgin (Golf) Road, Section: 85-W8140-01-RP (estimated cost \$131,000.00); and, in consideration of said work, the Township will operate and assume daily routine maintenance of the indented parking area following completion of the project, including snow and ice control, street sweeping and other operational services related to the parking area; and, the Department of Highways is authorized and directed to return an executed copy of this Resolution with Agreement to the Township of Maine and implement the terms of the Agreement.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 19th day of May A.D. 2009.

(SEAL)



COUNTY CLERK

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APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 19 2009

COM _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK, ON
BEHALF OF THE COOK COUNTY SHERIFF AND MAINE TOWNSHIP OF COOK
COUNTY AND THE MAINE TOWNSHIP HIGHWAY COMMISSIONER**

This Agreement is entered into by and between the County of Cook, a body politic and corporate, ("County"), on behalf of the Cook County Sheriff ("Sheriff") and Maine Township of Cook County ("Township") and the Maine Township Highway Commissioner ("Commissioner").

RECITALS:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, entitled the Intergovernmental Cooperation Act, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the County and the Township are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County, with the advice and consent of the Sheriff, and the Township are specifically authorized by statute to enter into contracts for the Sheriff to provide police protection outside of any incorporated municipality in the Township (55 ILCS 5/5-5001, 60 ILCS 1/30-160).

WHEREAS, the County and the Commissioner are both considered "local authorities" pursuant to the Illinois Vehicle Code, 625 ILCS 5/1-140, with the power to adopt traffic regulation, including standing and parking, upon roads under their jurisdiction; and

WHEREAS, 625 ILCS 5/11-208.3, allows for the administrative adjudication of violations of traffic regulations concerning the standing, parking, or condition of vehicles and

automated traffic law violations; and, provides that any county may provide by ordinance for a system of administrative adjudication of vehicular standing and parking violations and vehicle compliance violations as defined in the Illinois Vehicle Code; and

WHEREAS, the County has adopted the Cook County Vehicle Code, Chapter 82, Code of Ordinances of Cook County, which ordinance establishes stopping, standing and compliance violations and also provides for administrative adjudication of such violations for offenses occurring upon County highways; and

WHEREAS, the Sheriff maintains and staffs the Cook County Sheriff's Police Department ("Department") and other authorized members of the Cook County Sheriff's Office, which will provide the enforcement of Cook County Ordinances regarding the standing, parking or conditions of vehicles; and

WHEREAS, there is a necessity for the provision of police services by the Sheriff to the Townships wherein they do not possess adequate police powers to assess and adjudicate provisions of the Illinois Vehicle Code occurring upon township roads.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement by reference as if set forth fully herein.

SECTION 2. SERVICES PROVIDED BY THE SHERIFF

2.0 The SHERIFF shall provide enforcement of County Ordinances adopted by the Township regarding the standing, parking or conditions of vehicles on Township roads within County.

2.1 Command and control of personnel employed by the SHERIFF shall be through the chain-of-command of the Department according to the Department's General Orders and Rules and Regulations.

2.2 Sheriff's personnel shall report, document and record their activities according to the Department's General Orders, Rules and Regulations, and the Field Case Reporting Manual, as well as in accordance with all County Ordinances, including provisions to indicate on all citations the Township within which the violation occurred. All reports shall be delivered to and maintained by the Department.

2.3 Sheriff's Police personnel shall forward records of violations of County Ordinances regarding the standing, parking or condition of vehicles on Township roads within County, to the Cook County Department of Administrative Hearings, for adjudication.

SECTION 3. SERVICES PROVIDED BY THE TOWNSHIP AND COMMISSIONER

3.0 The Township and the Commissioner hereby agree to adopt all pertinent County ordinance sections including Sections 82-86 through 82-100, and 82-110 through 82-133, establishing standing, parking and compliance offenses, for application to Township roads.

3.1 The Township and the Commissioner shall permit the Department to issue County Ordinance citations related to the standing, parking or conditions of vehicles on Township roads within their jurisdiction.

3.2 The Township and the Commissioner shall cooperate with all efforts made by the Sheriff and the County to enforce and adjudicate County Ordinance violations on Township roads.

SECTION 4. SERVICES PROVIDED BY THE COUNTY

4.0 The County shall provide for the adjudication of all County ordinance citations issued on Township roads regarding the standing, parking or condition of vehicles on Township roads, through the County's Department of Administrative Hearings.

4.1 The County shall provide for the processing of citations and collection of fees pursuant to this Agreement through the County's Revenue Department.

4.2 The County shall provide for the implementation of an electronic citation, an automated notification, and a prepayment system for those receiving County ordinance citations.

SECTION 5. FINANCIAL

5.0 The County's Revenue Department shall keep an accounting of all citations issued by the Department within the Township.

5.1 Within thirty (30) days of the end of each County fiscal quarter, the County shall issue a check to the Township for fines received during that fiscal quarter resulting from citations issued by Department arising out of violations of the County's Vehicle Code regarding the standing, parking and condition of vehicles on Township roads, based upon the following:

5.1a The Township shall receive thirty (30) percent of the fines received from each citation issued within Township on its roads.

5.1b The County shall retain seventy (70) percent of all revenue generated from each citation issued by the Cook County Sheriff's Department.

SECTION 6 TERM and TERMINATION

This Agreement shall commence on July 1st 2011, continue in full force and effect until such time that any party provides notice of termination.

Any party may terminate this Agreement at any time by providing the other parties with thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

SECTION 7. LIABILITY, RESPONSIBILITY AND AUTHORITY

The Township and the Commissioner covenant and agree to indemnify and hold harmless the County and the Sheriff and their commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of the condition of the Township roads which are under the control of the Township and the Commissioner and warrant that responsibility for the maintenance of all Township roads falls within the jurisdiction of the Township and the Commissioner and such responsibility is not altered by the performance or nonperformance of the Agreement.

SECTION 8. GENERAL PROVISIONS

8.1 AMENDMENT TO THE AGREEMENT

Any terms or conditions of this Agreement and attached exhibits may be deleted or altered only by written amendment to this Agreement, duly executed by all parties.

8.2 GOOD FAITH

All parties agree to perform their obligations under this AGREEMENT in good faith.

8.3 SEVERABILITY

To the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of the Agreement shall be deemed severable and the remainder of the Agreement shall survive.

8.4 INTERPRETATION

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

8.5 ASSIGNMENT/BINDING EFFECT

No party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other parties. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

8.6 WAIVER OF BREACH

If either party waives a breach of any provision of this Agreement by any other party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

8.7 MERGER CLAUSE; AMENDMENT

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and superseded any and all prior Agreements, express or implied, oral or written. No amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties.

8.8 COUNTERPARTS

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute by one and the same instrument.

8.9 COMPLIANCE WITH ALL LAWS

The County, Sheriff and the Townships and the Commissioners shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

8.10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.

8.11 DISCLAIMER OF RELATIONSHIP

Nothing contained in the Agreement, nor any act of the County, Sheriff or the Townships and the Commissioners, respectively, shall be deemed or construed by any of the parties hereto or by third person, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the Townships and the Commissioners, respectively.

8.12 NOTICE

Any and all communication regarding the terms of this Agreement shall be in writing and sent by registered or certified mail and addressed, if to Township and the

Commissioners: the listed registered address for each Township on the relevant signature page; if to the County: Cook County Sheriff, Richard J. Daley Center, Room 704, Chicago, IL 60602. Notice shall be effective at dispatch. Notice as provided herein does not waive service of summons.

8.13 COOPERATION WITH INSPECTOR GENERAL

The Township and the Commissioner shall have the duty to cooperate in the conduct of any investigation undertaken by the Office of the Independent Inspector General (OIIG) in accordance with section 2-285 of the OIIG Ordinance. (Cook County, Ill., Ordinances, 07-O-52 (2007)). Any refusal to cooperate with the OIIG as required by the OIIG Ordinance shall subject Township and the Commissioners to penalty as outlined in section 2-291 of the OIIG Ordinance.

IN WITNESS THEREOF, the parties have hereunder affixed their respective hands and seals on the day and year below written.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:



Toni Preckwinkle

President, Cook County Board of Commissioners

ATTEST:

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 27 2011

David Orr

David Orr

Cook County Clerk

Dated: _____

COOK COUNTY SHERIFF EXECUTION: The undersigned, as the Cook County Sheriff,
hereby accepts the foregoing Intergovernmental Agreement:

Thomas J. Dart

Thomas J. Dart

Cook County Sheriff

Dated: _____

Maine Township: The undersigned, on behalf of Maine Township, a body politic and corporate
of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Carol A. Teschky

Dated: 6/28/11

Supervisor, Maine Township

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 27 2011

COM _____

ATTEST:

Gary K Warner

Dated: 6/28/11

Maine Township Highway Commissioner: The undersigned, on behalf of Maine Township Highway Commissioner, a public quasi-corporation of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Robert Proenza

Dated: 6/28/11

Highway Commissioner, Maine Township

ATTEST:

Gary K Warner

Dated: 6/28/11

Approved as to Form:

Ann D. Kelly

Assistant State's Attorney, Cook County State's Attorney's Office

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 27 2011

HIREBACK AGREEMENT
BETWEEN
THE COUNTY OF COOK COUNTY,
ON BEHALF OF THE COOK COUNTY SHERIFF'S POLICE DEPARTMENT
AND
MAINE TOWNSHIP

This Agreement is made and entered into on this 13th day of June, 2016, by and between the County of Cook, a body politic and corporate, ("Cook County"), on behalf of the Cook County Sheriff's Police Department ("CCSPD"), and Maine Township, a body politic and corporate ("Maine").

I. PURPOSE

The purpose of this agreement is to outline the Extra Duty Police Services provided by CCSPD to Maine.

II. PURPOSE

This agreement establishes that CCSPD sworn personnel will conduct police patrol services within Maine on an Extra Duty basis.

III. DEFINITIONS

"Extra Duty" means duty performed by uniformed CCSPD Officers outside of official hours of duty assigned by the CCSPD, which shall not overlap, conflict, interfere or jeopardize the hours of duty officially assigned by the CCSPD.

"Police Service" means enforcement of state and local laws within Maine's jurisdiction, including patrol.

IV. OBLIGATIONS AND RESPONSIBILITIES OF THE COOK COUNTY SHERIFF'S OFFICE

A. *Assignment of Extra Duty CCSPD Officers.* The CCSPD will assign CCSPD officers to Extra Duty Police Services ("Extra Duty Officers") within Maine's jurisdiction and those officers will be responsible for all calls for service and enforcement action for all "on view" criminal activity.

1. CCSPD may assign any sworn uniformed CCSPD officer to Extra Duty Police Service.
2. CCSPD will assign CCSPD radio call number for Extra Duty Police Services.

3. If applicable, the assigned Extra Duty Officers will assist and coordinate with the respective primary police jurisdictions to ensure proper follow up involving all police matters in Maine during his or her assigned hours.
- B. *Hours of Police Service by Extra Duty Officers:* The CCSPD will assign one (1) CCSPD officers and one (1) police car to Extra Duty Police Services in Maine five (5) days per week on Wednesday through Sunday between the hours of 8 p.m. and 1 a.m.
 - C. *Area to Be Staffed:* The Extra Duty Officers will patrol within the jurisdictions of Maine, in the specific area set forth on Exhibit A and will assist the CCSPD regularly assigned patrol in all calls for police service and on view criminal activity.
 - D. *Equipment:* Each Extra Duty Officer will perform the duties required of a CCSPD police officer with the same quality of equipment CCSPD provides for its own police activity.
 - E. *Supervision and Control of Extra Duty Officers:* Each Extra Duty Officer shall be supervised on a daily continuing basis by the regular CCSPD supervisory personnel on duty, and will be subject to the CCSPD rules and regulations while on and off duty and at all times under the exclusive control of the Chief/designee of the CCSPD. They will also respond to calls for services at the request of Maine staff.
 - F. *Liability and Responsibility for Action of Extra Duty Officers; Indemnification:*
 1. Cook County shall be responsible for the acts of CCSPD officers while on assigned Extra Duty Police Services.
 2. Maine will indemnify, defend and hold harmless CCSPD against any and all claims and causes of action resulting from acts or omissions of Maine, its employees, agents and representatives.
 3. In no event shall it be construed that the County has waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Hireback Agreement or performance hereunder.
 - G. *Continuation of the Regular CCSPD services.* There will be no diminution of regularly provided CCSPD services to Maine by the CCSPD as a result of this agreement and regularly assigned investigators, youth officers, crime laboratory personnel, and other specialized units will continue to provide their normal service to Maine.
 - H. *Insurance for Extra Duty Officers.* Cook County is self-insured. CCSPD, upon written request from Maine, shall provide Maine with such information as to such self-insurance program as Maine may reasonably request, and agrees that no material changes will be made to the self-insurance program unless Maine has been given 30 days prior written notice of such change.

- I. *Uniforms.* While on assigned Extra Duty in Maine, Extra Duty Officers will wear CCSPD issued uniforms and will identify themselves as CCSPD personnel.
- J. *Reports.* The CCSPD shall submit, to the Township, a monthly report of the Extra Duty Officers activities while on patrol in Maine. A representative of the CCSPD will attend a Maine Township Board meeting quarterly to update the Board on the monthly report. The monthly report shall contain the officer's names, dates, hours worked, contacts made, tickets issued, fines assessed, etc. or any other information requested by Maine.
- K. *Arrest Processing.* If the Extra Duty Officer is required to make a physical arrest of an offender in Maine, said offender will be processed at the CCSPD Maywood lock-up or other facility as may be chosen by CCSPD. Any additional hours required for processing or court beyond the Extra Duty hours assigned pursuant to this agreement will be billed to Maine.
- L. *Coverage.* If the Extra Duty assigned CCSPD marked car is busy on assignment, a CCSPD beat or cover car will be assigned to any pending job.

V. MAINE TOWNSHIP OBLIGATIONS

- A. In any situation where, in the sole opinion of Maine, the welfare of residents, employees, visitors or Maine operations may be adversely affected, Maine may take immediate corrective measures, including removal of the Extra Duty Officers, without prior consultation with CCSPD, but shall notify CCSPD immediately thereafter.
- B. Maine shall notify CCSPD within 2 hours if the Extra Duty Officers assigned to Maine do not appear for duty or leave the assigned patrol while on-duty. Maine should call CCSPD's Chief of Patrol at (708) 865-4880 to report such activity.
- C. Maine may not modify or in any way alter or interfere with the collective bargaining agreement entered into by Extra Duty Officers and Cook County including but not limited to payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hour commitments.

VI. MUTUAL RIGHTS AND OBLIGATIONS

- A. **EFFECTIVE DATE:** This Agreement will become effective upon the date of written acceptance by all parties hereto.
- B. **AMENDMENT, FORMAL AND INFORMAL:** This Agreement may be amended with the written consent of all parties hereto. Provisions relating to the following may be re-adjusted from time to time, as conditions require by informal agreement between duly authorized agents of the parties hereto: 1) the number of Extra Duty Officers assigned under this agreement; or 2) the hours of assignment. Such informal

agreements should be in writing. In no case shall any adjustment exceed thirty (30) days, unless written in the form of a formal amendment hereto.

- C. SEVERABILITY: Any section of this Agreement found unconstitutional may be severed from it and the remaining provisions of the Agreement will remain in force.
- D. APPLICABLE LAW: This Agreement will be interpreted and enforced under the laws of the State of Illinois.
- E. TERM OF CONTRACT, RENEWAL: The Term of this Agreement will be for a period of five (5) year and will commence immediately on the execution of this Agreement.
- F. TERMINATION OF CONTRACT: Any party to this Agreement may terminate this Agreement for any reason whatsoever, by giving each of the parties hereto thirty (30) days written notice of said termination.
- G. CANCELLATION OF PRIOR CONTRACT: It is the intention of the parties to this contract that any prior agreements or contracts between Cook County, the CCSPD and Maine for the provision of assigned Extra Duty Officers are hereby cancelled and terminated.
- H. NOTICE: Any notice relating hereto shall be made in writing, sent via certified mail, return receipt requested, U.S. Mail according to the following address and contact information to:

Cook County Sheriff
50 W. Washington, Room 704
Chicago, IL 60602

Township of Maine
1700 Ballard Road
Park Ridge, IL 60068
Attn: Carol A. Teschky, Supervisor

VII. INDEPENDENT CONTRACTOR STATUS

- A. CCSPD shall provide officers to perform the requisite Extra Duty Police Services hereunder as an independent contractor. During the course of their performance of Police Services, Extra Duty Officers will not be deemed to be employees of Maine for any purpose and will not be assigned to non-police functions by Maine personnel or management.

VIII. BILLING AND PAYMENT

- A. Maine agrees to pay the CCSPD the rate of \$40.00 per hour for the Police Services rendered by CCSPD officers on an Extra Duty basis. The total cost for a 5 hour shift will be \$200.00 00. Said payment shall be used by CCSPD to pay a stipend of \$35.00 per hour, with no additional benefit or compensation, to the assigned Extra Duty Officers and \$5.00 per hour to reimburse CCSPD for the cost of police administration and the use of CCSPD vehicles.
- B. CCSPD will issue invoices to Maine on a monthly basis on the 15th of each month for Extra Duty Police Services provided. The invoice will contain the name of each officer who worked Extra Duty during the preceding month, the dates and total number of hours each such officer worked, and the gross amount to be paid to CCSPD for the preceding month.
- C. Payment to CCSPD will be due within ninety (90) days of receipt of invoice, payable to the Cook County Sheriff's Police Department, 1401 South Maybrook Drive, Maywood, IL 60153.
- B. Maine shall in no way be responsible for the payment of wages, compensation or benefits to the officers assigned to Extra Duty Police Services for purposes of this contract. Furthermore with respect to said officers Maine shall in no way be responsible for, without limitation, federal, state and local laws pertaining to unemployment insurance, worker's compensation, Social Security benefits and payroll taxes (including, but not limited to, federal and state income tax withholding and payment of FICA, FUTA and other employment taxes with respect to compensation) of any kind.

IX. RECORDS

CCSPD will maintain on a current basis complete and accurate records of those personnel assigned to Maine under this agreement worked, billed personnel hours, billed vehicle hours and all enforcement activity (i.e. arrests, traffic citations, etc.) and will provide same to Maine Township upon request.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their name on behalf of the County of Cook and Maine Township.

COUNTY OF COOK

By: Joni Presumotele
President, Board of Commissioners

Date: _____

ATTEST:

By: David Orr
David D. Orr, County Clerk

Date: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 13 2016

ACKNOWLEDGED BY:

SHERIFF OF COOK COUNTY, ILLINOIS

By: Thomas J. Dart
Thomas J. Dart, Sheriff

COM _____

Date: _____

APPROVED AS TO FORM:

STATE'S ATTORNEY OF COOK COUNTY

By: Karen J. Miller

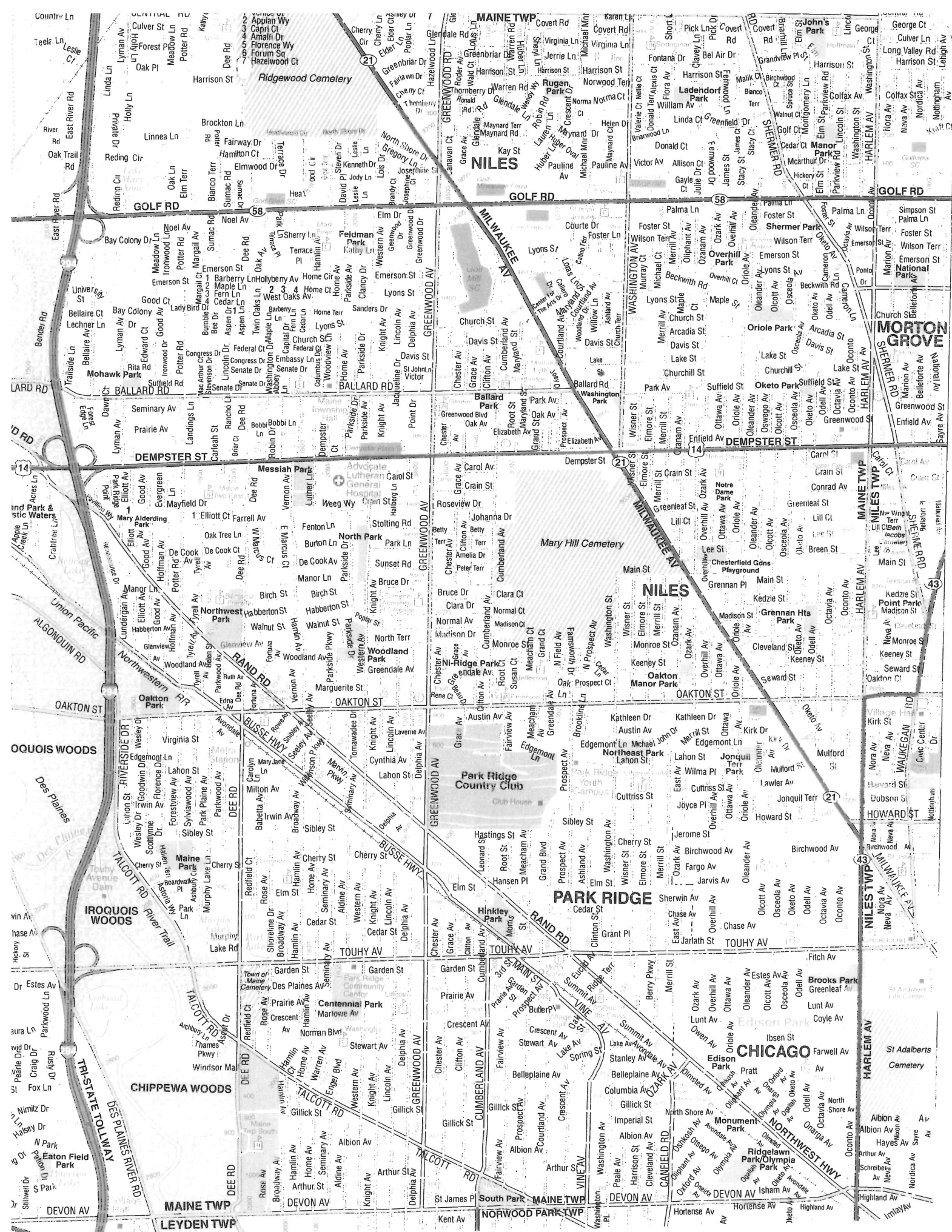
Date: 6/23/16

MAINE TOWNSHIP:

By: Carol A. Teschky
CAROL A. TESCHKY, Supervisor

Date: June 13, 2016

EXHIBIT A
MAINE TOWNSHIP JURISDICTION



**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MAINE TOWNSHIP
AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "District") and Maine Township, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the "Township").

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District's stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program ("Rain Barrel Program"), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014) ("Consent Decree"), and the District's formal commitment herein is intended to satisfy that obligation; and

WHEREAS, on April 17, 2014, the District's Board of Commissioners adopted a Rain Barrel Program Policy ("Rain Barrel Program") that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

WHEREAS, on May 21, 2015, the District's Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the Township, and the District cooperating and using their joint efforts and resources; and

WHEREAS, the Township is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on May 21, 2015, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

WHEREAS, on May 24, 2016, the Township's Board of Trustees authorized the Township to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Township and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the Township (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.
3. In order for the Township to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the Township agrees to perform the following requirements:
 - a. place all rain barrel orders on behalf of residents using a form provided by the District; and
 - b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited

access to their property solely for the purpose of delivering the rain barrel(s); and

- c. within one year of the date of this Agreement, the Township shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the Township and its residents, prior to free rain barrels being distributed, are attached hereto as Exhibit 1. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The Township shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the Township shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the Township shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The Township shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

ARTICLE 4. INSPECTION AND MAINTENANCE

The District shall have the right (including any necessary right of access) in conjunction with the Township to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the Township and the homeowner(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The Township shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the Township within Cook County; or (2) the exercise of any right, privilege, or authority granted to the Township under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE TOWNSHIP

The Township covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the Township represents that it has the full authority and permission from the homeowner(s) and that such permission includes:
 - a. the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s); and
 - b. that the Township and the District may access the homeowner's property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).

2. The individuals signing this Agreement and all other documents executed on behalf of the Township are duly authorized to sign same on behalf of and to bind the Township;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Township or any instrument to which the Township is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Township acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the Township residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Township.

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be

deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree

that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Township shall be cumulative, and election by the District or the Township of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MAINE TOWNSHIP AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 21, unless otherwise specified and agreed to by the parties:

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations
Metropolitan Water Reclamation District
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the Township

Doriene K. Prorak, Supervisor's Assistant
Maine Township
1700 Ballard Road
Park Ridge, Illinois 60068-1006
Phone: (847) 297-2510, Ext. 237
FAX: (847) 297-1335
Email: dprorak@mainetown.com

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and Maine Township, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

MAINE TOWNSHIP

BY: Carol A. Teschky
Carol A. Teschky, Township Supervisor

DATE: 5/24/16

ATTEST:

Gary K. Warner
Gary K. Warner, Township Clerk

DATE: 5/24/16

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Frank Arica 6/13/16
Chairman of the Committee on Finance Date

D. S. R. 6/7/16
Executive Director Date

ATTEST:

Jaqueline Jones 6.14.16
Clerk Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Steven Chubb 6/7/16
Assistant Director of Maintenance & Operations Date
Managing Civil Engineer

J. R. P. 6/7/16
Acting Director of Maintenance & Operations Date

APPROVED AS TO FORM AND LEGALITY:

Lisa Lubchaper 6/1/16
Head Assistant Attorney Date

Ronald M. Hill 6/1/16
General Counsel Date

EXHIBIT 1

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident's behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District's rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District ;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
 - email addresses of constituents receiving the rain barrel(s)
 - street addresses where rain barrels were installed
 - number of rain barrels installed, with a maximum of four rain barrels per home or location
 - a brief report of project successes and/or lessons learned in implementing the project.

C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Sample Form – Attachment C
3. Campus-Type Facility Application Sample Form – Attachment D

Attachment A



Attachment B



MWRD Rain Barrel Program Municipal and Community Group/ Non-Governmental Organization Ordering Instructions

Municipalities and Community Groups/Non-Governmental Organizations (NGOs) in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/NGO may contact Roland Derylo at derylor@mwrdd.org to order rain barrels*; please write **MWRD Rain Barrel Program** in the subject line.

The municipality or community group/NGO will be provided a spreadsheet and will be required to fill in the following resident information: **Name, Address [City, State & Zip], Phone Number, Email Address, Number of Rain Barrels and Color Requested.**

*A maximum of four rain barrels may be ordered per location.

Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrdd.org or call (312) 751-6633.

Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

Resident's information:

Name: _____
(Please print)

Home address: _____

City, State, Zip: _____

Phone number: _____

Email address: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ___ Terra Cotta ___ Blue ___ Black ___ Gray

Notice to Resident: All rain barrels no longer in use must be returned to the municipality. If you decide to remove your rain barrel, please contact [insert name, phone number, email address] to arrange for its return.

Free Rain Barrel Program Campus-Type Facility Application Form

The Campus-Type Facility may contact Roland Derylo at derylor@mwrld.org to order rain barrels; please write **MWRD Rain Barrel Program** in the subject line. Please include the information needed for delivery below.

Facility and Ordering information:

Name of Campus-Type Facility: _____
(Please print)

Rain Barrels' Delivery Location Address: _____

City, State, Zip: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ____ Terra Cotta ____ Blue ____ Black ____ Gray

Campus-Type Facility Representative Contact Information:

Contact Name: _____

Phone number: _____

Email address: _____

EXHIBIT 2

Installation Instructions

Please read these instructions and warnings thoroughly before beginning installation and retain for future reference.

INCLUDED

- Rain barrel body (A)
- Rain barrel lid (B)
- Mesh filter (preinstalled in lid) (C)
- 1 overflow hose and 1 hose clamp (D)
- 1 spout, 1 rubber gasket, 1 nut (E)
- 4 screws

NEEDED

- Slothead and Phillips (crosshead) screwdrivers
- Wrench
- Tape measure and marker
- Safety glasses, safety gloves
- Hacksaw
- Hammer or chisel

Step 1 Locate

Choose a location below a downspout for your rain barrel. The location must have level, firm ground. A 3'x3' paving stone can be used to provide stability. Avoid locations near ground-level basement windows or window wells.

Step 2 Assemble

Put the rubber gasket on the spout and place it through the hole at the front of the barrel. Thread the nut onto the back of the spout from inside the barrel. Hold the nut in place with a wrench and hand tighten only. It only needs to be tight enough to prevent water leakage. Use caution as over-tightening can crack the barrel.

Step 3 Cut Downspout

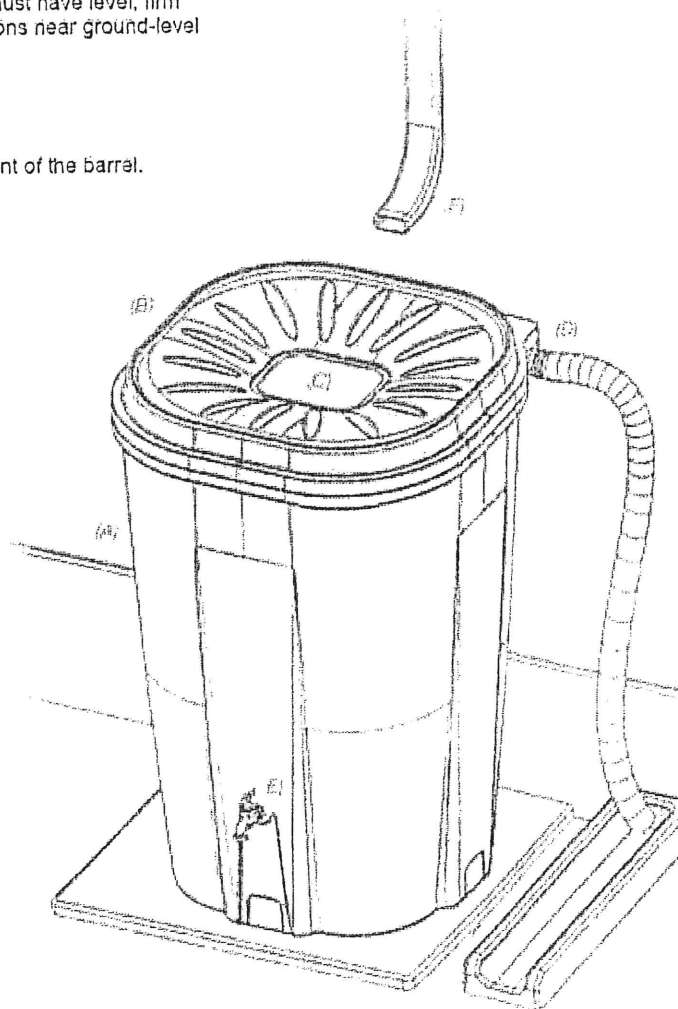
Place the barrel beside the downspout to measure and mark your required cut. Make sure to allow enough room for the barrel, lid and elbow spout. **Wearing safety glasses and gloves,** cut the downspout using a hacksaw. Attach your existing elbow spout (F) to the new downspout end.

Step 4 Overflow

Choose which side overflow spout you will use. Both spouts are blocked by a plastic disc by default. Remove the disc by inserting a slot screwdriver or chisel into the overflow tube from the outside, and gently tap with a hammer around the edges of the disc until it pops free. Attach the overflow hose using the hose clamp and a slot screwdriver. Direct the other end of the hose to wherever your downspout originally drained, which should be either a splash pad or sewer drain.

Step 5 Attach Lid & Place

Place the lid on the barrel and affix using the four provided screws (#6 x 1.5") and a crosshead screwdriver. Hand-tighten only. Over-tightening may crack the plastic. Place assembled bin under downspout and ensure it is level and stable.



Option Connecting Multiple Barrels

Multiple FreeGarden™ RAIN barrels can be connected to collect additional water from the same downspout. On each additional barrel tap out BOTH plastic discs in the overflow spouts as in Step 4 above, then connect and clamp the end of the first barrel's overflow hose to one of the spouts of the additional barrel. Clamp and connect another overflow hose to the other spout of the additional barrel and direct the open end to wherever your downspout originally drained (usually a splash pad or sewer drain).

Usage

Congratulations! You can use your collected rainwater for many purposes, such as:

- Watering lawns
- Watering gardens
- Washing cars
- Cleaning outdoor furniture
- Washing garden tools and containers
- Watering indoor and outdoor potted plants

Note: NEVER DRINK OR INGEST STANDING WATER. Do not allow ingestion by pets and animals, and do not cook or wash anything in collected rainwater in any way that may result in ingestion. Ingestion may cause serious illness or death. See below for further important warnings.

Maintenance

SUMMER

Clean the screen once a month to prevent clogging. Check for erosion under/around rain barrel; platform/support must remain level and stable at all times.

WINTER

Drain barrel and store in shed or garage. If left outside with freezing water inside, the barrel may crack.



WARNINGS

Drowning Hazard

Never permit children to play on, in, or near a rain barrel. Always affix the lid securely to avoid drowning. Never use a rain barrel without the lid securely affixed, or with a damaged, cracked, warped or broken cover. Never place a rain barrel near a deck, stairs, chair, or other structures or items that may allow a child to climb above, on, or in the rain barrel.

Water Contamination Hazard

Do not use collected water for drinking, cooking, washing or in any way that may result in ingestion of the water by humans and/or animals. Water in rain barrels may become stagnant and/or contaminated. Ingesting rain barrel water may cause serious illness or death. Use only for watering plants and cleaning of outdoor items not related to eating or drinking.

Tipping Hazard

A misinstalled rain barrel may tip over causing bodily injury or property damage. Never place rain barrels on non-level or uneven surfaces. Always use a solid, stable platform under the rain barrel. Water is very heavy. The preparation and placement of the installation are critical; the platform must be level and provide robust support for a filled rain barrel.

Electrical Hazard

If the downspout contains heating cables, there is a potential electrocution or fire hazard during installation. Ensure power is disconnected at the electrical panel before manipulating heated downspouts. Consult a qualified electrician for modifications to heated downspouts.

Installation Hazards

Rain barrels are for water collection and outdoor use only. No other uses are recommended. Downspout edges may be sharp. Wear protective gloves when cutting and handling downspouts. Always wear safety glasses when cutting or drilling to prevent eye injuries. Protect siding from damage by inserting a sheet of plywood between the downspout and siding. Read all instructions and warnings thoroughly before installing this product.

Warning and Limitations

Improper installation and maintenance may result in property damage, bodily injury and/or death. Enviro World Corporation is not responsible for any damages or injuries caused by or resulting from improper installation and/or continued maintenance. Retain this sheet for future reference.

International Headquarters

Enviro World Corporation
7003 Steeles Ave. W., Unit 6
Toronto, ON Canada M9W 0A2
Tel 416-674-0033 Fax 416-679-0368
Toll-free 877-634-9777 solutions@enviroworld.ca

www.enviroworld.ca

Enviro World
RESPONSIBLE PRODUCTS & SOLUTIONS

Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

Oh No, Overflow!

Don't worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor's property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

Preventing Mosquitoes

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

1. Wash it thoroughly with soapy water to remove any dust or dirt.
2. Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don't skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.

3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
4. Paint the barrel with artist's acrylic paint. Acrylic paint is durable and won't chip or crack as easily as other paints.
5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.

Metropolitan Water Reclamation District of Greater Chicago

mwrdd.org

Disclaimer: With proper installation, maintenance and use, your rain barrel should function properly. The Metropolitan Water Reclamation District of Greater Chicago assumes no liability for the installation, maintenance or use of your rain barrel. We are not responsible for any rain barrel malfunction; property damage or injury associated with your rain barrel malfunction; property damage or injury associated with your rain barrel, its accessories or contents.

See also additional instructions and warnings regarding installation and maintenance of rain barrels contained in the FreeGarden RAIN ® Installation instructions.