

PRESIDENT
Dr. James L. Discipio
VILLAGE MANAGER
Julia A. Cedillo
VILLAGE CLERK
Amanda G. Seidel



TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Mario J. Fotino
Robert T. Lautner

VILLAGE BOARD MEETING

Tuesday, DECEMBER 9, 2014 – 7:30 P.M.

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Participation (agenda and non-agenda related)**
5. **Public Safety Committee Items**
 - A. Discussion & Action – Mutual Aid Box Alarm System (MABAS) First Addendum to MABAS Master Agreement: *Motion to authorize and direct the Village President and Village Clerk to execute the First Addendum to the Mutual Aid Box Alarm System Master Agreement*
6. **Public Works Committee Items**
 - A. Discussion & Action – 2014/15 Salt Purchase Contract – Open Purchase Order: *Motion 1) Approve an Open Purchase Order with Central Salt LLC, not to exceed a total amount of \$96,156, 2) Authorize the use of \$16,156 from Fund Balance*
7. **Other Reports:**
 - A. Village Manager
Discussion & Action – MWRDGC Rain Barrel Program – Intergovernmental Agreement: *Motion to approve a Resolution Authorizing Execution of an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels*
 - B. Village President
 - C. Village Clerk
 - D. Committee
8. **New Business**
9. **Executive Session**
10. **Adjourn**

*Note: There will not be a second Meeting in December
Next Village Work Session Meeting: January 13, 2015*



RULES FOR PUBLIC COMMENT

Village Board Work Session Meetings Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.

(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Public Safety Committee

Mario Fotino, Chairman

Patricia Rocco

Robert Lautner

Village Board Agenda Memo

Date: December 3, 2014

To: President & Board of Trustees

From: Dean J. Maggos, Director of Fire, Building and Emergency Management
Julia Cedillo, Village Manager



RE: First Addendum to MABAS Master Agreement

GENERAL BACKGROUND:

The Village of La Grange Park Fire Department currently participates in the Mutual Aid Box Alarm System (MABAS). The system provides for a formal organized process to bring in additional resources to help handle fires and other emergencies. In turn, our Village Fire Department provides various types of resources to other communities and Fire Districts when fires or other emergencies occur outside of our Village. Although the concept of mutual-aid had existed in the fire service in other forms for quite some time under other organizational names, the Village became part of the MABAS system through the signing of an Intergovernmental Agreement in August of 1989. Since that time, the MABAS organization has grown substantially, in both the size of the organization, and also in terms of the resources available to members. MABAS can now be called upon to provide support and resources for fires, hazardous materials incidents, specialized rescue incidents, and water rescue, and for many other needs that may arise during disasters or other emergencies. Overall, the system works very well for all involved, and in many cases prevents the duplication of specialized equipment and personnel, which may not be needed on a daily basis in any one particular community.

Currently, when we receive or give mutual-aid during an emergency, there is no formal mechanism for recouping or making whole to each department that provides resources. That was the original overall concept and spirit of MABAS, to help one another in times of need. That concept remains true today. There have been events more recently though, over the last several years, in which members of MABAS have been deployed for quite a long time, substantially impacting some of the communities providing support as a member of MABAS. For instance, MABAS sent a task force from Illinois to assist with hurricane Katrina, and there have been a number of incidents closer to home, such as tornados and floods, where many resources have been deployed for a day or more.

In some cases of prolonged deployment, fire departments and other emergency services have been able to obtain reimbursement through federal aid or other reimbursement programs. MABAS though would like to address concerns about prolonged deployment, and is looking for all of its' members to modify the current IGA, to help establish guidelines for recouping or making whole the communities who provide MABAS mutual-aid at events which are prolonged in nature; (eight hours or more). In essence, it would allow for an "Aiding Unit" to charge a "Stricken Unit", when prolonged aid is provided. Approving the Addendum to the IGA would do just that, and in turn, also clarify/satisfy eligibility requirements for such reimbursement noted in the FEMA Recovery Policy RP9523.6.

ACTION REQUESTED:

Discussion and Action: Motion to authorize and direct the Village President and Village Clerk to execute "The First Addendum to the Mutual Aid Box Alarm System Master Agreement".

RECOMMENDATION:

Staff recommends approving the execution of "The First Addendum to the Mutual Aid Box Alarm System Master Agreement".

DOCUMENTATION:

- Copy of "First Addendum to MABAS Master Agreement"
- MABAS Memo dated July 1, 2014 regarding addendum
- Copy of FEMA Recovery Policy RP9523.6
- Copy of Ordinance authorizing execution of addendum
- Copy of Original MABAS Intergovernmental Agreement

MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity / Agency

President / Mayor

ATTEST:

Date

Clerk / Secretary

MABAS DIVISION: 10



MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

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July 1, 2014

To: All MABAS Divisions and MABAS Member Agencies

From: Chief Jeff Macko, MABAS-Illinois President
Chief Jay Reardon, MABAS-Illinois CEO

Re: MABAS Contract Addendum
FEMA/Stafford Act Policy Requirement

Goal: To have all 1,175 MABAS Member Agency elected or appointed Policy Boards (City Councils, District Trustee Boards) approve, sign, and forward the attached MABAS-Illinois Contract Addendum, Ordinance and Secretary/Clerk's Certificate and forward in accordance with instructions listed by January 1, 2015.

Purpose: To gain compliance with FEMA Recovery Policy (RP9523.6 attached) reference "Mutual Aid Agreements for Public Assistance and Fire Management Assistance". The purpose includes eligibility of MABAS-Illinois resources and capabilities for Federal Declaration of Disaster reimbursements under the Stafford Act.

Intent: The intent of the MABAS Contract Addendum is NOT to begin or establish fees or costs for mutual aid services provided through the MABAS System but rather establish a guideline for recouping and making whole communities who provide MABAS mutual aid at events which might be prolonged in nature (8 hours or more), provide mechanisms to donate the cost of services provided. Further, through the Addendum's signing and MABAS Member Agency elected and appointed Boards satisfy eligibility requirements for noted FEMA Recovery Policy RP9523.6.

Instructions:

The following documents are included as attachments:

- A) 1) Mutual Aid Box Alarm System First Addendum to MABAS Master Agreement. The document is two pages in length.
- 2) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 3) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For non-Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 4) FEMA Recovery Policy RP9523.6 Mutual Aid Agreements for Public Assistance and Fire Management Assistance. The document is nine (9) pages in length.

- B) For Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items # A-1 and A-2 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-2)).
 - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
 - 3) Complete action to approve above before January 1, 2015.
 - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- C) For Non-Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items #A-1 and A-3 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-3) for Non-Illinois Member Agencies.)
 - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
 - 3) Complete action to approve above before January 1, 2015.
 - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- D) Questions should be directed through each Division's Branch Chief initially. If further clarification is required Branch Chiefs will contact MABAS Headquarters.
- E) Please accept our collective appreciation in what has been an extended time line in completing this task. MABAS-Illinois Legal Counsel has provided a copy of the Contract Addendum to FEMA Region V Legal Counsel who believes the Agreement meets the intent and requirements of RP9523.6 for Federal disaster reimbursement requirements.



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RECOVERY POLICY

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- I. TITLE: Mutual Aid Agreements for Public Assistance and Fire Management Assistance**
- II. DATE OF ISSUANCE: November 10, 2012**
- III. PURPOSE:** This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance Program and the Fire Management Assistance Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities.
- IV. SCOPE AND EXTERNAL AUDIENCE:** This policy applies to all emergencies and major disasters declared on or after October 27, 2012. It will continue in effect until three years after its date of issuance. If rescinded or superseded, this policy will continue to apply to all emergencies and major disasters declared between the date in Paragraph II and the date it is rescinded or superseded. The policy is intended for all personnel involved in the administration of the Public Assistance Program.
- V. AUTHORITY:** This policy applies to emergency and permanent work authorized under Sections 403, 406, 407, 420, and 502, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, and the implementing regulations of Title 44 Code of Federal Regulations (44 CFR) §204 and §206.
- VI. OBJECTIVES:**
- A. The objective of this policy is to reimburse eligible applicants for work performed by other entities through mutual aid agreements. Eligible expenses must be directly related to a Presidentially-declared major disaster, emergency or fire; incurred in the performance of eligible work; and reasonable. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.
 - B. There are three types of mutual aid work eligible for FEMA assistance (subject to the eligibility requirements of the respective PA and FMAG programs):
 - 1. Emergency Work - Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program;



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2. **Permanent Work** - Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
 3. **Grant Management Work** - For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR §206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.
- C. This policy is applicable to all forms of mutual aid assistance, including agreements between *Requesting and Providing Entities*, statewide mutual aid agreements, and the mutual aid services provided under the EMAC. (See Paragraph VIII below for definition of italicized terms).
- D. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.

VII. DEFINITIONS:

1. **Backfill**. Replacement personnel who perform the regular duties of other personnel while they are performing eligible work under the PA or FMAG programs.
2. **Declared Emergency or Major Disaster**. An emergency or major disaster as defined at 44 CFR §206.2 (a)(9) and (17) respectively.
3. **Declared Fire**. An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster for which the Regional Administrator has approved a declaration in accordance with the criteria listed in 44 CFR § 204.21.
4. **Emergency Management Assistance Compact (EMAC)**. This type of interstate mutual aid agreement allows states to assist one another in responding to all kinds of natural and man-made disasters. It is administered by the National Emergency Management Association (NEMA).
5. **Incident Commander**. The ranking official responsible for overseeing the management of emergency or fire operations, planning, logistics, and finances of the field response.
6. **Providing Entity**. The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.



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7. *Requesting Entity.* An entity (PA eligible applicant) that requests mutual aid assistance from a Providing Entity for work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance for the eligible mutual aid activities from the providing entities.
8. *Intra-state Mutual Aid.* Mutual Aid that supports local and regional mutual aid efforts within a State as well as regional mutual aid agreements and compacts involving local jurisdictions that cross State boundaries, or are adjacent to neighboring State (i.e., Kansas City, Kansas/Kansas City, Missouri, etc.).
9. *Inter-state Mutual Aid.* Mutual Aid that supports national mutual aid efforts requested directly between two or more States or territories through established Multi-agency Coordination Systems as directed by approved mutual aid agreements or compacts (i.e., EMAC), etc.

VIII. POLICY:

A. General.

1. To be eligible for reimbursement by FEMA, the mutual aid assistance should be requested by a Requesting Entity or Incident Commander; be directly related to a Presidentially-declared emergency or major disaster, or a declared fire; used in the performance of eligible work; and the costs must be reasonable.
2. FEMA will not reimburse costs incurred by entities that "self-deploy" (deploy without a request for mutual aid assistance by a Requesting Entity) except to the extent those resources are subsequently used in the performance of eligible work at the request of the Requesting Entity or Incident Commander.
3. The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.
4. This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the EMAC.



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5. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.

B. Pre-Event Written Mutual Aid Agreements.

FEMA recognizes mutual aid agreements between Requesting and Providing Entities, and statewide mutual aid agreements wherein the State is responsible for administering the claims for reimbursement of Providing Entities. In addition, FEMA recognizes the standard EMAC agreement as a valid form of mutual aid agreement between member states.

1. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.
 - a. When a pre-event written agreement exists between a Requesting Entity and a Providing Entity, the Providing Entity may be reimbursed through the Requesting Entity. In these circumstances, the Requesting Entity should claim the eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and the requirements of this policy, on its subgrant application, and agree to disburse the Federal share of funds to the Providing Entity.
 - b. When a statewide pre-event mutual aid agreement exists that designates the State responsible for administering the reimbursement of mutual aid costs, a Providing Entity may apply, with the prior consent of the Requesting Entity, for reimbursement directly to the Grantee, in accordance with applicable State law and procedure. In such cases the Providing Entity should obtain from the Requesting Entity the certification required in section E.3. of this policy and provide it to the State as part of its reimbursement request.
2. FEMA encourages parties to address the subject of reimbursement in their written mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.
 - a. When a pre-event agreement provides for reimbursement, but also provides for an initial period of unpaid assistance, FEMA will pay the eligible costs of assistance after such initial unpaid period.
 - b. When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.

C. Post-Event Mutual Aid Agreements.



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1. When the parties do not have a pre-event written mutual aid agreement, or where a written pre-event agreement is silent on reimbursement, the Requesting and Providing Entities may verbally agree on the type and extent of mutual aid resources to be provided in the current event, and on the terms, conditions, and costs of such assistance.
2. Post-event verbal agreements must subsequently be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement. The agreement should be consistent with past practices for mutual-aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing to the Regional Administrator for review and approval.

D. Force Account Labor Costs.

1. The straight- or regular-time wages or salaries of a Requesting Entity's permanently employed personnel performing or supervising emergency work are not eligible costs, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) Allowable costs, *Force Account Labor Costs* and §204.43(c), even when such personnel are reassigned or relocated from their usual work location to provide assistance during an emergency. Overtime costs for such personnel are eligible and may be submitted as part of a subgrant application.
2. The costs for contract labor or temporary hires performing eligible work are eligible for reimbursement. However, straight- or regular time salaries and benefits of force account labor overseeing contractors performing emergency work are not eligible in calculating the cost of eligible emergency work, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) Allowable costs, *Force Account Labor Costs*. The force account labor of a Providing Entity will be treated as contract labor, with regular- time and overtime wages and benefits eligible for reimbursement, provided labor rates are reasonable. When the Requesting Entity is the State or local government, the force account labor costs of the Providing Entity will not be treated as contract labor if the force account labor is employed by a governmental subdivision (such as an agency) within that Requesting Entity.
3. In circumstances where a Providing Entity is also an eligible applicant in its own right, the determination of eligible and ineligible costs will depend on the capacity in which the entity is incurring costs. As stated in paragraphs D.1. and D.2., an



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applicant's straight-time wages are not eligible costs when the applicant is using its permanently employed personnel for emergency work in its own jurisdiction, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii)
Allowable costs, Force Account Labor Costs.

4. Requesting and Providing Entities may not mutually deploy their labor forces to assist each other so as to circumvent the limitations of paragraph D.1 or D.2. of this policy.
5. The straight- or regular-time wages or salaries for backfill personnel incurred by Providing Entities are not eligible for reimbursement. However, the overtime portion of the replacement personnel's salary is considered an additional cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.

E. Types of Mutual Aid Work.

There are three types of mutual aid work that may be eligible for FEMA assistance: Emergency Work, Permanent Work, and Grant Management Work. All are subject to the eligibility requirements of the respective PA and FMAG programs:

1. Emergency Work. Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program, is eligible.
 - a. Examples of eligible emergency work include:
 - i. Search and rescue, sandbagging, emergency medical care, debris removal;
 - ii. Reasonable supervision and administration in the receiving jurisdiction that is directly related to eligible emergency work;
 - iii. The cost of transporting equipment and personnel by the Providing Entity to the incident site, subject to the requirements of paragraphs A.1., 2., and 3. of this policy;
 - iv. Costs incurred in the operation of the Incident Command System (ICS), such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
 - v. State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;



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- vi. Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
 - vii. Dispatch operations in the receiving State;
 - viii. Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Recovery Directorate);
 - ix. Firefighting activities; and,
 - x. Dissemination of public information authorized under Section 403 of the Act.
- b. Examples of mutual aid work that are not eligible, include:
- i. Training, exercises, on-the-job training;
 - ii. Long-term recovery and mitigation consultation;
 - iii. Costs outside the receiving State that are associated with the operations of the EMAC system (except for FEMA facilities noted in paragraph E.1.a.v. and vi. above);
 - iv. Costs for staff performing work that is not eligible under the PA or the FMAG programs;
 - v. Costs of preparing to deploy or "standing-by" [except to the extent allowed in the FMAG program pursuant to 44 CFR §204.42(e)];
 - vi. Dispatch operations outside the receiving State;
 - vii. Tracking of EMAC and U.S. Forest Service I-Suite/Incident Cost Accounting and Reporting System (ICARS) resources; and
 - viii. Situation reporting not associated with ICS operations under VIII.E.1.a.iv.
2. **Permanent Work.** Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
3. **Grant Management Work.** For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR §206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.

F. Eligible Applicants.

1. Only Requesting Entities are eligible applicants for FEMA assistance. With the exception of F.2., below, a Providing Entity must submit its claim for reimbursement to a Requesting Entity.



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2. States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

G. Reimbursement of Mutual Aid Costs.

1. The State or Requesting Entities, as appropriate, must provide an executive summary of the services requested and received and the associated costs (i.e., labor, equipment, materials, etc.). Both Requesting and Providing Entities must keep detailed records of the services requested and received, and maintain those records for at least three years after project closeout. FEMA may review a sample of project costs, and reserves the right to review all documentation if it deems necessary. All documentation must be provided to FEMA upon request. Undocumented costs may be subject to deobligation.
2. A request for reimbursement of mutual aid costs must include a copy of the mutual aid agreement – whether pre- or post-event – between the Requesting and Providing Entities.
3. A request for reimbursement of mutual aid costs should include a written and signed certification by the Requesting Entity certifying:
 - a. The types and extent of mutual aid assistance requested and received in the performance of eligible work;
 - b. The labor and equipment rates used to determine the mutual aid cost reimbursement request; and
 - c. That all work performed was eligible under the Stafford Act and applicable FEMA regulations and policies.
4. FEMA will not reimburse the value of volunteer labor or the value of paid labor that is provided at no cost to the applicant. However:
 - a. To the extent the Providing Entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share of the Requesting Entity's emergency work in accordance with the provisions of Recovery Policy 9525.2, *Donated Resources*.
 - b. If a mutual aid agreement provides for an initial period of unpaid assistance or provides for assistance at no cost to the Requesting Entity, the value of the assistance provided at no cost to the Requesting Entity may be credited to the



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non-Federal cost share of the Requesting Entity's emergency work under the provisions of Recovery Policy 9525.2, *Donated Resources*.

5. For PA only, reimbursement for equipment provided to a Requesting Entity will be based on FEMA equipment rates, approved State rates or, in the absence of such standard rates, on rates deemed reasonable by FEMA. Equipment used can be reimbursed as outlined in the terms of the agreement or for hours utilized/in performance of eligible work.
6. For PA only, reimbursement for damage to equipment used in emergency operations will be based on Recovery Policy 9525.8, *Damage to Applicant Owned Equipment*.
7. For PA only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on Recovery Policy 9525.12, *Disposition of Equipment, Supplies, and Salvaged Materials*.
8. For FMAG only, reimbursement for equipment provided to a Requesting Entity will be based on 44 CFR § 204.42 (b)(3) and (4).
9. For FMAG only, reimbursement or replacement of equipment damaged or destroyed in the course of eligible firefighting activities will be based on 44 CFR § 204.42 (b)(5), and (6).

IX. RESPONSIBLE OFFICE: Recovery Directorate (Public Assistance Division).

X. SUPERSESSION: For all disasters declared on or after October 27, 2012, this policy supersedes DAP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance, dated August 13, 2007, and all previous guidance on this subject.

XI. REVIEW DATE: This policy expires three years from the date of issuance.

//signed//

Deborah Ingram
Assistant Administrator
Recovery Directorate

ORDINANCE NO. 1000

**AN ORDINANCE AUTHORIZING AN ADDENDUM TO
MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

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, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., 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, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and,

WHEREAS, the ~~Mayor~~/President and the ~~Council~~/Board of Trustees of the Village of La Grange Park

have determined that it is in the best interests of this unit of local government and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training

and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the ~~Mayor~~/President and Council/Board of the Village of La Grange Park, Cook County, Illinois as follows:

SECTION ONE: That the ~~Mayor~~/ President and the Clerk/~~Secretary~~ be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto and being made a part hereof.

ADOPTED this 9th day of December, 2014, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY/VILLAGE/DISTRICT-ORDINANCE

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS

SECRETARY/CLERK'S CERTIFICATE

I, Amanda Seidel, the duly qualified and acting ~~Secretary~~/Clerk
of the Village of La Grange Park,
Cook County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Ordinance entitled:

ORDINANCE NO. 1000

**AN ORDINANCE AUTHORIZING AN ADDENDUM TO
MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

which Ordinance was duly adopted by said Council/Board at a meeting held on the 9th
day of December, 2014.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of
December, 2014.

Secretary/Clerk

VILLAGE OF LA GRANGE PARK
COOK COUNTY, ILLINOIS
ORDINANCE NO. 460

An Ordinance Establishing a
Fire Mutual Aid Response

WHEREAS, all parties have been participating in the Mutual Aid box Alarm System (MABAS) to provide for communication procedures and other necessary functions to further the provision of said protection of life and property from an emergency or disaster; and

WHEREAS, an ad hoc committee has revised the existing MABAS contract to address the dynamics of change that have impacted upon the fire service since the original contract; and

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

WHEREAS, the Illinois Revised Statutes, 1985, Chapter 127, Section 741 et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit local government may be exercised and enjoyed jointly with any unit of local government; and

WHEREAS, the Illinois Revised Statutes, 1985, Chapter 127, Section 745, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, and the protection of life and property from an emergency or disaster; and

WHEREAS, the purpose of said organization is to establish procedures to be followed in an emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a single unit of local government; and

WHEREAS, the President and Board of Trustees of the Village of La Grange Park after due investigation have determined that membership in said organization will benefit the residents of said La Grange Park.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois as follows:

Section 1. That the Village President and the Village Clerk be and are hereby authorized to execute an Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Agreement being attached hereto and being made a part hereof.

Passed and Approved this 8th day of August, A.D., 19 29.

Ayes: 6 Nays: 0 Absent: 0

Approved Robert F. Nuson
President

Attest: Margaret M. Foster
Clerk

1

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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, the Illinois Revised Statutes, 1987, Chapter 127, Section 741 et seq., 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 Illinois Revised Statutes, 1987, Chapter 127, Section 745, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter "MABAS") and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophies, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System (hereinafter referred to as "MABAS")": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or Fire Protection District having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;

- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.

- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.

- H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgement of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, workman's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such address as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement.

The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

President Village of La Grange Park
Political Entity

Robert F. Huson
President or Mayor

8/8/89
Date

ATTEST:

Margaret M. Foster
title

8/8/89
date

Public Works Committee

Scott Mesick, Chairman

Michael Sheehan

Mario Fotino

VILLAGE BOARD AGENDA MEMO

DATE: December 1, 2014

TO: Village President and Board of Trustees

FROM: Brendan McLaughlin, Director of Public Works *BSM*
Julia Cedillo, Village Manager 

RE: 2014/15 Salt Purchase Contract – Open Purchase Order

GENERAL BACKGROUND

The Public Works Department is seeking approval from the Board to have an open Purchase Order with Central Salt LLC., for the purchase of salt in an amount “not to exceed” \$96,156 (1,200 tons). Central Salt LLC. was awarded the low bid through the State’s joint purchasing program.

This total represents the maximum amount of salt which can be purchased at the contract price of \$80.13/ton. The Village is required to take a minimum purchase of 800 tons of salt, which would be a total cost of \$64,104. The Department budgeted \$60,000 in the FY 2014/15 Budget. In order to purchase the minimum amount, Public Works will find \$5,000 in savings from another part of their budget.

Due to the relatively low price and the expectation that next year’s salt bids will be even higher, it is recommended that the Village secure the maximum amount of salt. There is \$15,000 available, as Public Works did not proceed with the crack sealing program when we received the bid amounts for the salt contract. The remainder of \$16,156 would come from Fund Balance.

STAFF RECOMMENDATION

Staff recommends the approval of an Open Purchase Order, not to exceed \$96,156, with Central Salt LLC. for the purchase of salt, and recommends the use of \$16,156 from Fund Balance.

MOTION / ACTION REQUESTED

- (1) Motion approving an Open Purchase Order with Central Salt LLC, not to exceed a total amount of \$96,156.
- (2) Motion authorizing the use of \$16,156 from Fund Balance.

Village Manager's Report

Village Board Agenda Memo

Date: December 4, 2014

To: Village President and Board of Trustees

From: Julia Cedillo, Village Manager 

Re: MWRDGC Rain Barrel Program – Intergovernmental Agreement

PURPOSE

This agenda item seeks to authorize the Village to enter into an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of free Rain Barrels to homeowners who disconnect their downspouts from the sewer system.

GENERAL BACKGROUND

Last year the Village was awarded \$416,500 in funds from the Illinois Environmental Protection Agency as part of the Illinois Green Infrastructure Grant Program (IGIG). The purpose of the program is to fund efforts that implement best management practices (BMPs) to control storm water runoff for water quality protection.

The grant proposal and approved grant agreement is for a Downspout Disconnection Assistance Program. The program provides for incentives in the form of reimbursements for BMPs, to include downspout disconnections and gutter reroutes, rain barrels, rain gardens (or swales). In our work with the IEPA in developing the program, the state is requiring that the program include consent forms, confirmation of work completed, and detailed tracking of BMP measures undertaken.

Concurrent to the Village's work in developing its program with the state, the MWRD announced a free Rain Barrel Distribution Program (see attached). Under this program, the MWRD provides a free 55 gallon capacity rain barrel for residents who have their downspouts directly connected to the sewer system. Similar to the Village's program, residents will be required to disconnect in order to receive this incentive. The program includes free delivery to the home, an installation kit with directions, and maintenance information. Residents are responsible for the actual installation. The rain barrels come in four colors: blue, grey, black and terra cotta.

The attached Intergovernmental Agreement outlines the requirements of participation in the MWRD's program. Most notably, as a participating municipality in the program, the Village must:

- Verify and document that residents receiving rain barrels have downspouts connected to the system. *This is also a requirement of the IGIG Grant.*
- Place all rain barrel orders on behalf of residents using a form provided by the MWRD. *This can be easily implemented as part of our program.*

- Obtain informed written consent for limited access to the property. *Informed consent is also a requirement of the IGIG grant and this addition can be easily implemented as part of our program.*
- Make a site visit to verify proper installation within 90 days of delivery by the District. *Confirmation of bmp implementation is also required under the IGIG.*
- Annually report on the number of 90 day site visits made to ensure installation. *This can be easily implemented as part of the Village's overall program.*

NEXT STEPS

If approved, the Village will forward the Intergovernmental Agreement to the state for integration into the overall program. Program development continues in the next two months with program roll-out anticipated in January or February of 2015. The Village recently hired a Special Project Coordinator to assist in the finalization of the Downspout Disconnection Assistance Program. Immediate work includes the development of a database for program tracking, finalization of promotional materials, and a resident survey to identify eligible homes.

DISCUSSION / ACTION REQUESTED

Motion to approve a Resolution Authorizing Execution of an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels.

RECOMMENDATION

Staff recommends the approval of the Resolution. Integration of MWRD's program will allow the Village to re-allocate grant funds to other portions of the program.

DOCUMENTATION

- MWRD Press Release, "MWRD Unveils Free Rain Barrel Distribution Program"
- Resolution Authorizing Execution of an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels
- MWRDGC Intergovernmental Agreement



Metropolitan Water Reclamation District of Greater Chicago

Press Release

Allison Fore
Public and Intergovernmental Affairs Officer
312.751.6632
allison.fore@mwrdd.org
100 East Erie Street, Chicago, Illinois 60611

For immediate release
August 19, 2014

MWRD unveils free rain barrel distribution program

Roofs comprise 41 percent of the impenetrable surface in Cook County, and many of these rooftops are directly connected to the public drainage system.

To minimize basement backups, combined sewer overflow volume, and flooding, the Metropolitan Water Reclamation District of Greater Chicago (MWRD) is introducing a new rain barrel distribution program that will offer free rain barrels to Cook County residents and organizations that meet certain qualifications. The MWRD will deliver free rain barrels through three distribution networks: municipalities; campus-type facilities; and non-government organizations, planning groups, or community groups.



MWRD Rain Barrel label

Municipalities must sign an intergovernmental agreement with the MWRD to participate. Once registered, the village or city can make barrels available to residents who meet certain requirements:

- The resident must have property that has downspouts that are directly connected to the sewer system;
- The homeowner must agree to disconnect all downspouts from the sewer system;
- The homeowner must place rain barrels on each downspout, where feasible.

Qualified residents should call their local municipalities to request rain barrels through the new program.

The MWRD will also provide free rain barrels to campus-type facilities that are committed to being a community partner and good steward of stormwater. These type of facilities include: schools, municipal properties (i.e. town halls, libraries, park district buildings, fire and police stations, garage/outbuildings), churches, community centers, senior centers, hospitals and clinics. The facility representative should request rain barrels by writing the MWRD and include the following information:

- Building name (if any)
- Building street address
- Delivery contact name and telephone number
- Estimated square footage of building
- Number of downspouts connected to the sewer
- Number of rain barrels requested
- Any other additional stormwater, green infrastructure controls on the site

(continued)

Our Water Environment: **Take it personally**

Established in 1889, the MWRD (www.mwrdd.org) is an award-winning, special purpose government agency responsible for wastewater treatment and stormwater management in Cook County, Illinois.

RESOLUTION NO. 14-26

**RESOLUTION AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS**

WHEREAS, the Village of La Grange Park seeks to participate in the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Rain Barrel Program for the distribution of Rain Barrels to homes within the Village; and

WHEREAS, the MWRDGC makes this program available to all member communities located in their district, subject to the requirements under the Intergovernmental Agreement; and

WHEREAS, the Village of La Grange Park seeks to include the Rain Barrel Program as part of its Downspout Disconnection Assistance Program, incentivizing best management practices to control storm water runoff for water quality protection.

NOW, THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, as follows:

1. That the *Intergovernmental Agreement for the Distribution of Rain Barrels*, attached hereto is approved.
2. That the President is authorized to execute the agreement, and the Village Clerk is authorized to attest the agreement.
3. The Village Manager is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 9th day of December, 2014.

YES:

NOS:

ABSENT:

Approved this 9th day of December, 2014.

Dr. James L. Discipio, Village President

ATTEST:

Amanda G. Seidel
Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
LA GRANGE PARK 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 the Village of La Grange Park, 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 “Village”).

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 (“Policy”) 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, 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 Village, and the District cooperating and using their joint efforts and resources; and

WHEREAS, the Village 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 August 7, 2014, 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 _____, 2014, the Village's Board of Trustees authorized the Village 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 Village 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 Village (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 Village to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the Village agrees to perform the following requirements:
 - a. verify and document that its residents receiving rain barrel(s) have downspouts connected to the sewer system along with the number of downspouts connected to the sewer system; and
 - b. place all rain barrel orders on behalf of residents using a form provided by the District; and
 - c. 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

- d. make a site visit to verify each rain barrel(s) proper installation within 90 days after delivery by the District; and
- e. annually report on the number of 90 day site visits made to verify proper installation of rain barrel(s) along with a record of the total number of rain barrels installed within the previous year.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the Village and its residents, prior to free rain barrels being distributed, are attached hereto as Group Exhibit 3.

4. The Village 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 Village 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 Village 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 Village 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 Village to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the Village 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 Village 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 Village within Cook County; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE VILLAGE

The Village covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the Village represents that it has the full authority and permission from the homeowner(s) and that such permission includes 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);
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;

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 Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the Village 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 Village.

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 Village shall be cumulative, and election by the District or the Village 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 THE VILLAGE OF LA GRANGE PARK 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 20, 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
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the Village

President of Village of La Grange Park
447 N. Catherine Avenue
La Grange Park, Illinois 60526
Phone: (708) 354-0225
FAX: (708) 354-0241

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 the Village of La Grange Park, 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.

VILLAGE OF LA GRANGE PARK

BY: _____
Dr. James Discipio, Village President

DATE: _____

ATTEST:

Amanda Seidel, Village Clerk

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Assistant Director of Maintenance & Operations Date

Director of Maintenance & Operations Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

EXHIBIT 1

Metropolitan Water Reclamation District of Greater Chicago

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 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 a distribution network, in conjunction with local Municipalities, throughout its service-delivery area to distribute and promote the use of rain barrels to properties that have a direct roof connection to the sewer system. This network is 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. MUNICIPAL DISTRIBUTION NETWORK

Municipalities

Cook County has 129 communities within the District's service-delivery area. Each community will be encouraged to adopt the Rain Barrel Program as their 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:

- own property with downspouts that are directly connected to the sanitary sewer system;
- agree to disconnect all downspouts from the sewer system and redirect the downspouts into a rain barrel as practicable; and,
- agree to properly use and maintain the rain barrels.

Each Municipality will order rain barrels from the District (see Attachment B). Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order free rain barrels, connection hardware, and delivery for their residents who complete an application form and meet the qualifications at no cost to the municipality (see Attachment C). The IGA

requires municipalities to make two site visits to residents who agree to participate. The purpose of the first visit is to confirm that the downspouts are connected to the sewer system. Municipalities may order rain barrels once confirmation of downspout connections is made. The second site visit should occur within 90 days after the rain barrel(s) have been delivered in order to verify that the resident has completed his/her installation. The District requests that a post-installation survey be completed and returned to the District (see Attachment D).

The number of rain barrels that will be available is based on the number of downspouts available. The District will cover the cost of the rain barrels, the connection hardware and home delivery. 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 qualified residents. The District will provide the following templates:

- **Sample letter and rain barrel reservation form** – A letter and form can be adapted and mailed to residents; the form is designed to ensure that residents meet the qualifications and provides 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 logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents and municipalities 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 network. The tools include the District website, community outreach, public service announcements, press releases, promotion on social media, and distribution of brochures.

Proper forms for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize municipal logos for program purposes. The District will assign a District liaison to interested municipalities. The liaison can provide assistance and direction during program implementation.

Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Rain barrels will be allocated for interested Commissioners to use and distribute at community events that are within the Municipal Distribution Network. The Commissioners may use and distribute the allocated rain barrels 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 is being used, acknowledging by signature that the use and distribution is in compliance with the District's

Ethics Ordinance policy on political activity. There will be a limit of one (1) rain barrel per event.

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:

1. Municipal Ordering Instructions - Attachment B
2. Resident Application Form – Attachment C
3. Post-Installation Survey (for Municipalities Only) - Attachment D

Attachment A

SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

55 GALLON
FROST-PROOF
RECYCLED

Rain Barrel

Including:
MOSQUITO SCREEN
OVERFLOW DRAIN
SPIGOT

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.
Green infrastructure also helps prevent flooding and improve water quality by keeping clean water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel. For installation instructions and more information, visit mwd.org. Find the MWRD on Facebook and Twitter, and show off your rain barrel!

Attachment B



MWRD Rain Barrel Program Municipal Ordering Instructions

Municipalities in the District's service-delivery area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must meet the following three requirements:

- 1) Their downspouts must be connected to the sewer system.
- 2) They must agree to disconnect each downspout from the sewer system.
- 3) They must agree to put rain barrels on the downspouts, where feasible.

If the resident meets the above criteria, and the municipality has signed an Intergovernmental Agreement with the MWRD, then the municipality may call 815-735-9583 or email sales@upcycle-products.com to order rain barrels. If ordering via email please write **MWRD Rain Barrel Program** in the subject line.

The following resident information will be required for delivery:

Name _____

Address _____

Phone number _____

Email address _____

Number of rain barrels _____

Color requested (indicate #) ___ Terra Cotta ___ Blue ___ Black ___ Gray

Desired delivery days/times _____

Verification by the municipality that (*initial all that apply*):

- The resident is connected to the sewer system. _____
- The resident agrees to disconnect his/her downspouts from the sewer system. _____
- The resident agrees to have a rain barrel installed on all downspouts, where feasible. _____

If residents do not qualify for the free rain barrels, they may purchase them via www.mwrdd.org for \$58 plus tax, which includes delivery. 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.

Village/City of _____

Free Rain Barrel Program

Resident Application Form

We are pleased to offer free rain barrels to our qualified residents. Please check off the boxes to indicate that you meet the following four requirements and complete the information needed for delivery. Once we receive this form, a site visit will be scheduled to confirm your downspouts are currently connected and your order will be processed.

To receive free rain barrels, I confirm that:

- My downspouts are currently connected to the sewer system.
- I agree to disconnect my downspouts from the sewer system.
- I agree to connect my rain barrels to the downspouts.
- I agree to properly maintain my rain barrels.

Resident's information:

Name: _____
(Please print)

Home address: _____

Phone number: _____

Email address: _____

Number of downspouts connected to the sewer system: _____

Number of rain barrels requested: _____

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

Desired delivery days/times: _____

Signature: _____

Attachment D

Village/City of _____

Free Rain Barrel Program

Post-Installation Survey

Thank you for participating in the Rain Barrel Program. Please complete the following information and return this form to Allison Fore at the Metropolitan Water Reclamation District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611, or scan and email to allison.fore@mwr.org.

Resident's information:

Name _____
(Please print)

Home Address _____

Phone number _____

Email address _____

Has the rain barrel(s) been installed? (Circle one) Yes/No

Number of rain barrels installed _____

Date of site visit _____

Municipality Representative Signature

(Name and Title)

Notes:

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

EXHIBIT 2

Installing Your Rain Barrel

Required tools: Hacksaw, tape measure, goggles, gloves, pen or pencil

Recommended materials: 7'-10' garden hose, concrete blocks and/or pressure treated wood

1. Place the Barrel

Rain barrels need to be located near a downspout and on level, pervious (water-absorbing - not paved) ground. Your rain barrel will overflow during heavy rain. Be sure you can direct overflow to pervious ground and away from your (and your neighbor's) home.

Placing your rain barrel on a stable platform will help increase water pressure and make it easier to use a watering can or bucket. Concrete blocks or pressure-treated wood work well for platforms. A full rain barrel weighs approximately 500 pounds, so make sure the platform is sturdy!

If you have a favorite watering can, adjust your platform to make sure it will fit comfortably under the spigot.

2. Measure and Cut

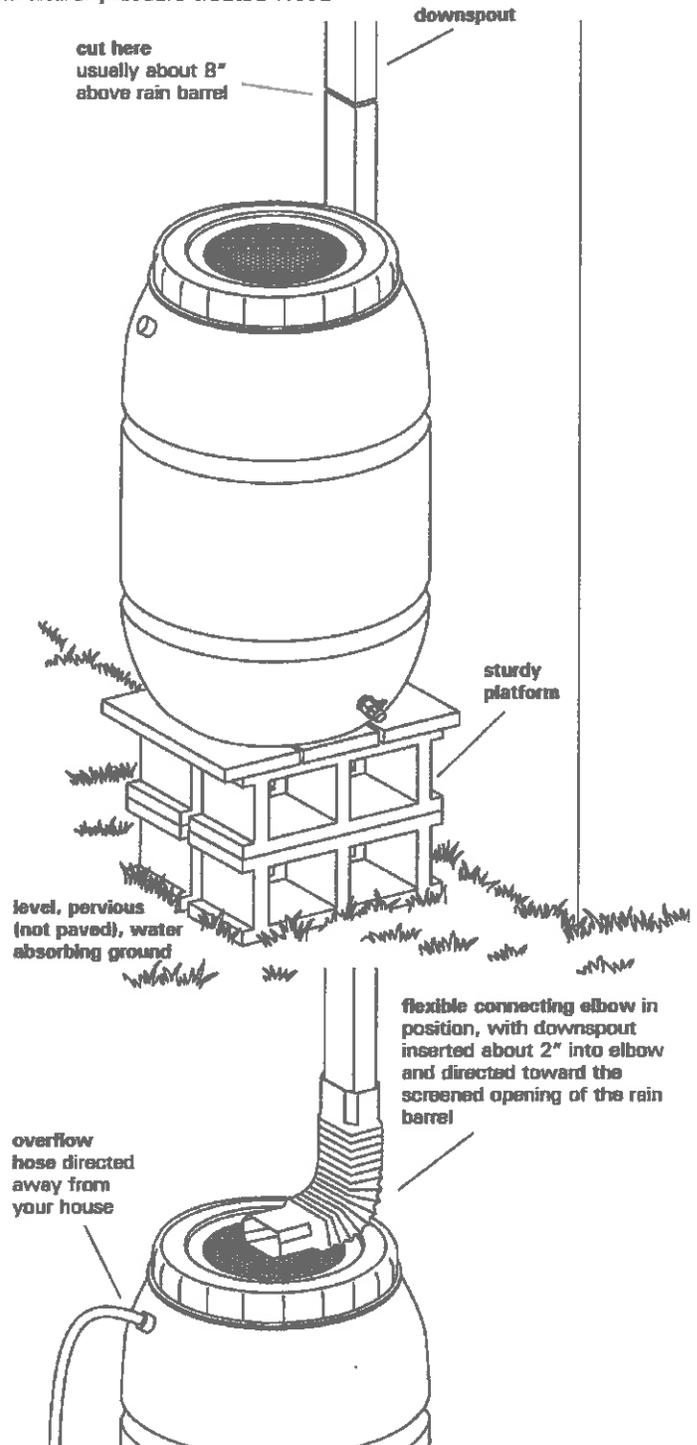
Once your rain barrel is in place, position the flexible elbow (included with your rain barrel) on the barrel and next to the downspout to determine where to cut. The elbow should be aimed at the screened opening on the top of the rain barrel, and the downspout must be inserted about 2" into the elbow. For most installations, it works well to cut the downspout about 8" above the top of the barrel. Keep in mind that the downspout will need to be inserted a couple inches into the connecting elbow. Mark the downspout with a pen or pencil where you will be cutting it.

Once you are sure where to cut, put on your safety goggles and gloves and cut the downspout with a hacksaw.

3. Connect

Connect the flexible elbow to the cut downspout by inserting the downspout into the elbow and positioning it so water will flow into your rain barrel. Connect a garden hose to the overflow fitting and direct it away from your house. Depending on the location of your rain barrel and your yard, this hose may need to be at least 7'-10' long.

Cap off the old downspout location on the ground to prevent it from becoming an animal's nest or clogged with debris.



Metropolitan Water Reclamation District of Greater Chicago

mwrđ.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.

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.

**GROUP
EXHIBIT 3**

SAMPLE FORM 1



MWRD Rain Barrel Program Municipal Ordering Instructions

Municipalities in the District's service-delivery area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must meet the following three requirements:

- 1) Their downspouts must be connected to the sewer system.
- 2) They must agree to disconnect each downspout from the sewer system.
- 3) They must agree to put rain barrels on the downspouts, where feasible.

If the resident meets the above criteria, and the municipality has signed an Intergovernmental Agreement with the MWRD, then the municipality may call 815-735-9583 or email sales@upcycle-products.com to order rain barrels. If ordering via email please write **MWRD Rain Barrel Program** in the subject line.

The following resident information will be required for delivery:

Name _____

Address _____

Phone number _____

Email address _____

Number of rain barrels _____

Color requested (indicate #) ___ Terra Cotta ___ Blue ___ Black ___ Gray

Desired delivery days/times _____

Verification by the municipality that (*initial all that apply*):

- The resident is connected to the sewer system. _____
- The resident agrees to disconnect his/her downspouts from the sewer system. _____
- The resident agrees to have a rain barrel installed on all downspouts, where feasible. _____

If residents do not qualify for the free rain barrels, they may purchase them via www.mwrd.org for \$58 plus tax, which includes delivery. 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.mwrd.org or call (312) 751-6633.

SAMPLE FORM 2

Village/City of _____ Free Rain Barrel Program Resident Application Form

We are pleased to offer free rain barrels to our qualified residents. Please check off the boxes to indicate that you meet the following four requirements and complete the information needed for delivery. Once we receive this form, a site visit will be scheduled to confirm your downspouts are currently connected and your order will be processed.

To receive free rain barrels, I confirm that:

- My downspouts are currently connected to the sewer system.
- I agree to disconnect my downspouts from the sewer system.
- I agree to connect my rain barrels to the downspouts.
- I agree to properly maintain my rain barrels.

Resident's information:

Name: _____
(Please print)

Home address: _____

Phone number: _____

Email address: _____

Number of downspouts connected to the sewer system: _____

Number of rain barrels requested: _____

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

Desired delivery days/times: _____

Signature: _____

SAMPLE FORM 3

Village/City of _____

Free Rain Barrel Program Post-Installation Survey

Thank you for participating in the Rain Barrel Program. Please complete the following information and return this form to Allison Fore at the Metropolitan Water Reclamation District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611, or scan and email to allison.fore@mwr.org.

Resident's information:

Name _____
(Please print)

Home Address _____

Phone number _____

Email address _____

Has the rain barrel(s) been installed? *(Circle one)* Yes/No

Number of rain barrels installed _____

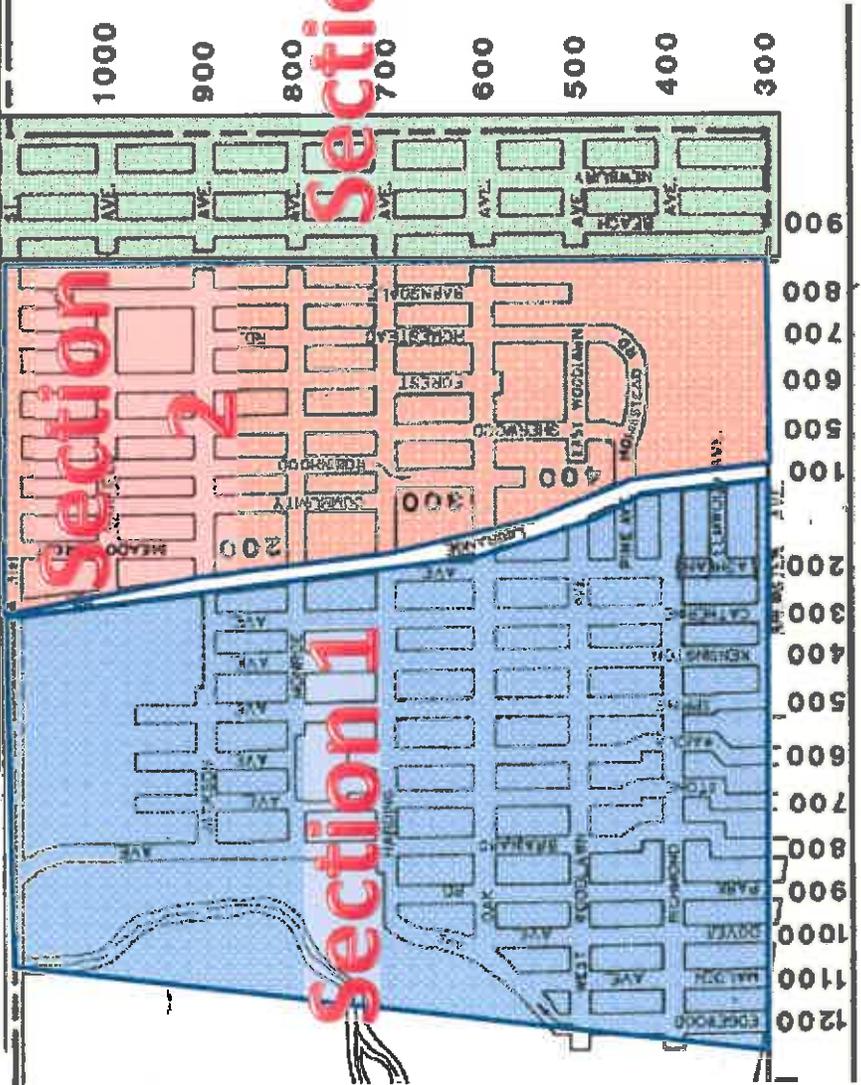
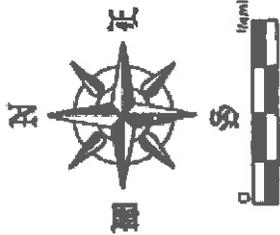
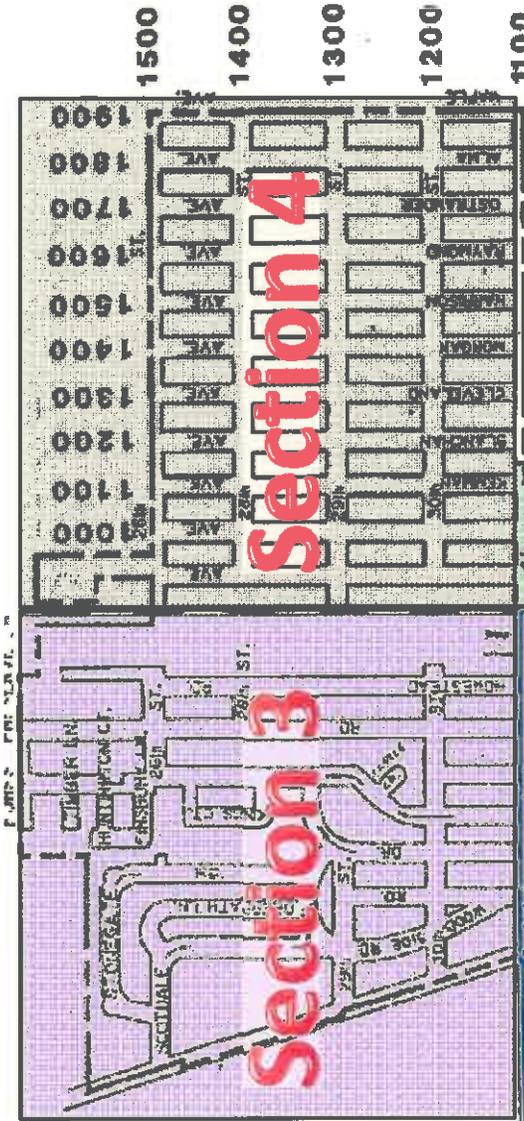
Date of site visit _____

Municipality Representative Signature

(Name and Title)

Notes:

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



1919
DOWNSPOT DISCONNECTION
PROGRAM
2014

You can make a difference to help improve water quality, prevent flooding and save on your water bill!

Rain barrels are now available **for free** to qualified households.

Disconnecting your downspouts and installing rain barrels will keep clean water out of the sewer system and provide you with a source of free water.

The City of Blue Island is happy to offer free rain barrels to residents. If your home meets the requirements (see inside) please phone Melissa Fuller at 708.597.8604 or email mfuller@cityofblueisland.org to place your order.



This rain barrel program is a cooperative effort by the Metropolitan Water Reclamation District of Greater Chicago and participating communities.



Printed on FSC certified paper from responsible sources

Order your free rain barrels today!

Call 708.597.8604 to place your order.

**Free delivery
55-gallon capacity
Available in four colors**



Terra Cotta



Blue



Black

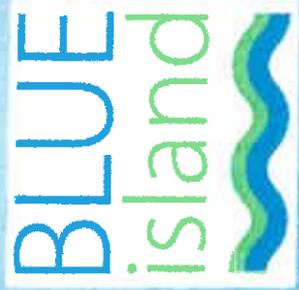


Gray

Includes flexible connecting elbow, linking hose and detailed instructions



GUIDE





A smart idea

Rain barrels capture rainwater from your roof and save it for when you need it. By keeping this water out of the sewer system, they can also help prevent sewer overflows and flooding.

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. However, since rain barrel water is runoff from your roof, do not drink it!

A part of any yard

Most homes can benefit from several rain barrels. If you have areas of unpaved, pervious ground near your downspouts, rain barrels should work in your yard. Homeowners throughout Cook County have incorporated rain barrels into their yards with great results.

Green and upcycled

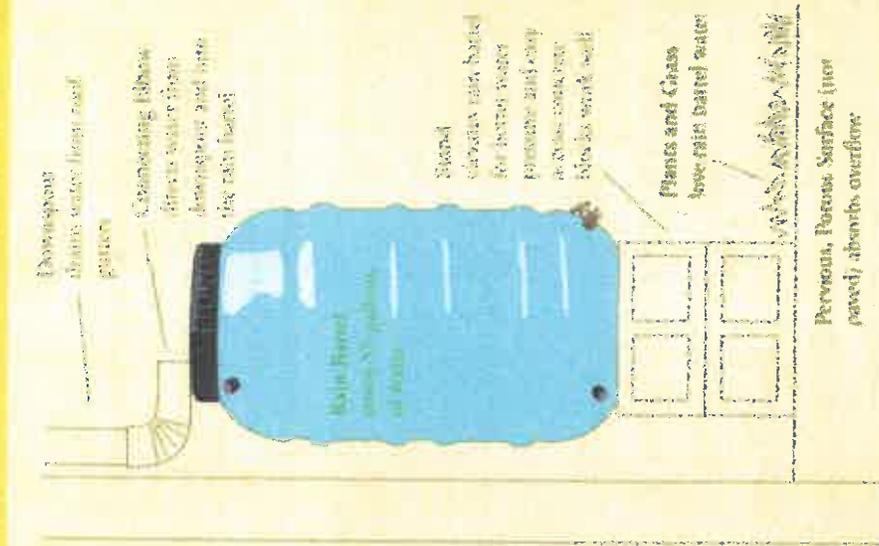
Rain barrels are a type of green infrastructure, a new approach to managing stormwater by keeping rain on the property and out of the sewer system.

Our rain barrels are made using repurposed, or upcycled, food barrels so they are doubly green.

Easy to install, easy to use

Installing a rain barrel is easy and only requires a few tools. A connecting elbow and detailed instructions are provided with all rain barrels. Once it is connected, you just need to wait for rain and your barrel will be ready to use.

A rain barrel at work



Requirements to receive free rain barrels

- In order to qualify to receive free rain barrels you must meet a few requirements:
 - Live within a community that is participating in the rain barrel program.
 - Own property with downspouts that are directly connected to the sanitary sewer system.
 - Agree to disconnect all of your downspouts and place rain barrels on each downspout, where feasible and.
 - Agree to properly use and maintain your rain barrels.
- Don't meet the requirements? Don't worry!**
- All Cook County residents may purchase low-cost rain barrels from the Metropolitan West Reclamation District of Greater Chicago. Visit mwr.org to place your order.

