

**INTERGOVERNMENTAL AGREEMENT FOR THE COUNTY OF LAKE'S
DIVERSION OF FLOW INTO BUFFALO GROVE'S PORT CLINTON LIFT STATION**

This agreement is made under the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the County of Lake, Illinois, an Illinois body politic and corporate ("County"), and Buffalo Grove, Illinois, an Illinois municipal corporation ("Buffalo Grove"), and will become effective as provided in the terms below.

Recitals

- a) The County has established a Department of Public Works under 55 ILCS 5/5-15001, *et seq.*, for the purpose of performing the function of sewage disposal, among other purposes.
- b) Buffalo Grove owns and operates a sanitary sewer lift station on Port Clinton Road, as shown on Exhibit A, which is used for the collection and transportation of sanitary sewage within Buffalo Grove to a treatment facility operated by the County.
- c) The County operates a lift station at Teal Lane, and seeks to create a more efficient system for routing its sewage flow to the County's treatment facility by diverting the flow that runs through the Teal Lane lift station into Buffalo Grove's Port Clinton lift station.
- d) Buffalo Grove's lift station has additional capacity that can accommodate the flow the County seeks to divert, as further specified in this agreement. No lift station modifications shall be provided by the Village to accommodate Lake County's discharge volume.
- e) The County and the Municipality are authorized by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into agreements such as this to perform jointly any governmental purpose or undertaking that either of them could do singularly.
- f) The role of Buffalo Grove herein is to act as a conduit so that the Lake County Department of Public Works can convey sewage to its treatment plant. The sewer service is being provided by the Lake County treatment plant and not by the Village of Buffalo Grove.

In light of the foregoing, the parties now agree as follows:

Agreement

- 1. **Recitals.** The foregoing recitals are made a part of this agreement.
- 2. **Connection.** The County shall divert its sewage flow into Buffalo's Grove's lift station by constructing a connection in the location as shown on Exhibit B and in accordance with the plans & specifications (Lake County Project #PW2014.051) dated 03/21/2017. The County agrees to construct the connection in a workmanlike manner according to plans the County will have designed and will set out for bid. All costs, whether for design or construction of the connection, shall be paid by the County.

3. **Recapture Fee.** Upon completion of the connection, the County agrees to pay \$153,477.16 (as calculated through June 1, 2017) to Buffalo Grove, which is a recapture fee that Buffalo Grove will remit to the party with which it has a recapture agreement. The County will make payment within 30 days of the connection's completion. In the event that the County fails to pay the recapture fee by June 1, 2017, the County will pay any such additional cost as may be accrued through the payment date.

4. **Volume.** The volume of material the County will deliver into the force main from the Teal Lane lift station will not exceed an annualized average flow of 80,000 gallons per day, and a peak flow of 225,000 gallons per day. The County anticipates this volume to remain relatively stable and will provide annual data to Buffalo Grove upon request. This agreement is limited to the area currently served by the Teal Lane Lift Station as shown on Exhibit C. Any expansion of this system shall be reviewed and approved by the Village of Buffalo Grove prior to any expansion.

5. **Sewer Fees.** The County shall pay to the Village a sewer fee of \$1.18/1,000 gallons (or such future amount as stated by the Village of Buffalo Grove Municipal Code) for the use the Village conveyance system. Such fees will be paid quarterly and based upon sewer flow data supplied by the County.

6. **Maintenance.** Lake County will be responsible for the maintenance, repair and replacement of all facilities up to and including the connection the Buffalo Grove lift station.

7. **Notices.** A party providing notice under this agreement must send it to:

If to Buffalo Grove:

Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Village Manager

If to the County:

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60046
Attn: Director of Public Works

8. **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

9. **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

10. **Modification; Entire Agreement.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.

11. **Term; Effective Date; Renewal.** The term of this agreement will be 30 years from its effective date. This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature. This agreement may be renewed upon written agreement by both parties. Such notice shall be communicated no less than three years preceding the termination date.

12. **Termination.** This agreement may be terminated upon the expiration of the initial term provided that the terminating party provides three years advanced notice of their intent to terminate.

13. **Detrimental Impact.** Should the existence of the connection as specified in this agreement have a materially detrimental impact on the Buffalo Grove lift station, provided that the Buffalo Grove lift station is functioning properly, Buffalo Grove shall work with the County to engineer a solution to the problem, at the County's expense. If, after 120 days it is determined that no engineering solution is practicable from an engineering or financial standpoint, then either party shall have the right to terminate this agreement. In the event of such termination, Lake County, at its own expense, shall abandon in place its connection. For the purpose of this paragraph, a "materially detrimental impact" is something that undermines the operational integrity of the lift station to an extent that requires maintenance, repair or replacement beyond that which would be ordinary for such sewer facilities.

14. **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

[Signature Page Follows]

Signed:

COUNTY OF LAKE:

VILLAGE OF BUFFALO GROVE:

By:_____

By:_____

Chairman, Lake County Board

Village President

Attest:

Attest:

Village Clerk

Village Clerk

Date

Date

EXHIBIT A BUFFALO GROVE FORCE MAIN

- Buffalo Grove Manhole
- LCPW Manhole
- Buffalo Grove Lift Station
- ▲ LCPW Lift Station
- Buffalo Grove Gravity Main
- LCPW Gravity Main
- Buffalo Grove Force Main
- LCPW Force Main

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10/6/2014
Map ID: 2413

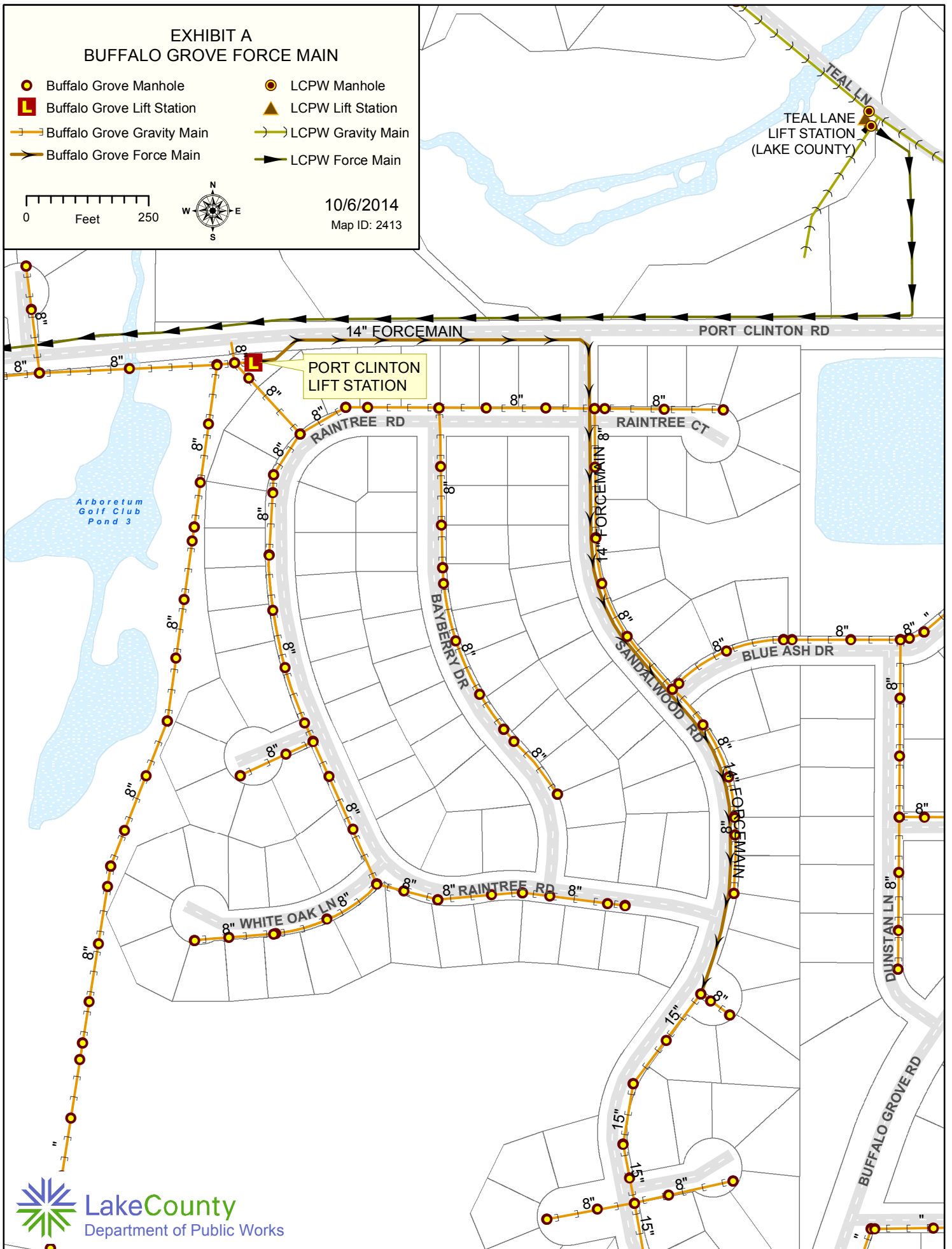


EXHIBIT B
LAKE COUNTY CONNECTION TO
BUFFALO GROVE FORCE MAIN

Buffalo Grove Manhole
 Buffalo Grove Lift Station
 Buffalo Grove Gravity Main
 Buffalo Grove Force Main
 LCPW Manhole
 LCPW Lift Station
 LCPW San Sewer Valve
 LCPW Gravity Main
 LCPW Force Main

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2/6/2017
 Map ID: 2414

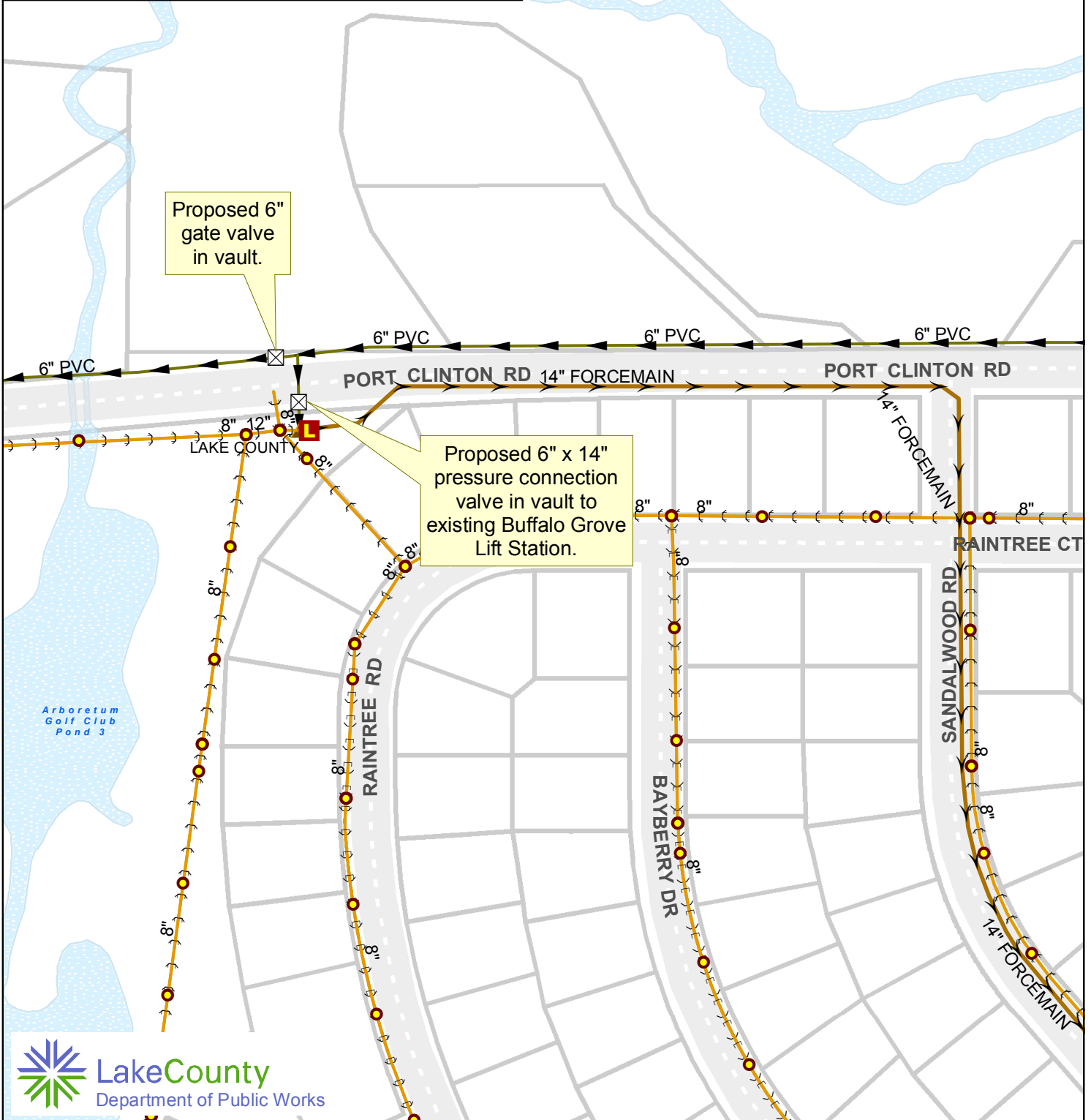


Exhibit C

