

**INTERGOVERNMENTAL AGREEMENT
REGARDING THE CLINTON LANDFILL PERMIT**

WHEREAS, Clinton Landfill #3 is currently permitted as a landfill authorized to accept municipal solid waste;

WHEREAS, Clinton Landfill Incorporated, a subsidiary of Area Disposal Service, Inc., operates Clinton Landfill #3, and has applied to the United States Environmental Protection Agency, (US EPA) pursuant to Section 6(e)(1) of the Toxic Substances Control Act of 1976 (15 USC 2605(e)(1)) to permit the acceptance of Polychlorinated Biphenyls (PCB's) at such site;

WHEREAS, the regulations pertaining to chemical waste landfills, 40 CFR§ 761.75 require landfills used for its disposal (PCB's) to be approved by the United State Environmental Protection Agency, Regional Administrator;

WHEREAS, Clinton Landfill Incorporated has already been granted approval of its request for permission to accept PCB's at Clinton Landfill #3 by the Illinois Environmental Protection Agency (IEPA);

WHEREAS, the Clinton Landfill is located directly over the Mahomet Aquifer which serves as a source of drinking water for numerous municipalities and hundreds of thousands of residents in a wide area of Central Illinois;

WHEREAS, PCB's are a known carcinogen, and pose a substantial threat to human health if they are ingested or otherwise introduced into the human body;

WHEREAS, the parties to this agreement believe that the citing of a landfill with PCB's poses an unacceptable risk of PCB contamination of the Mahomet Aquifer;

WHEREAS, professionals, including but not limited to legal counsel and technical experts with specialized competence in evaluating the legal and technical issues posed by the proposed PCB landfill, are needed to assist the parties; and,

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, the parties agree as follows:

Section 1. In General. All the participants in this Agreement recognize the importance of the Mahomet Aquifer to the well-being of their communities. The parties recognize that potential contamination of the Mahomet Aquifer would have catastrophic consequences for each community. It is the purpose of this Agreement to provide for the participants’ ability to effectively intervene in any administrative or other legal proceeding, hereinafter referred to collectively as a “proceeding”, the outcome of which threatens the aquifer or increases the probability of contamination of the aquifer, and specifically the proceeding referred to in the preamble of this Agreement.

Section 2. Original Members. The CITY OF CHAMPAIGN, ILLINOIS (Champaign), the CITY OF URBANA, ILLINOIS (Urbana), the TOWN OF NORMAL, ILLINOIS, (Normal), the VILLAGE OF SAVOY, ILLINOIS (Savoy) and CHAMPAIGN COUNTY, ILLINOIS (Champaign County) each shall be designated an "Original Member".

Section 3. Additional Parties. Other governmental agencies may become members to this Agreement by agreeing to the terms herein. Fully Participating members shall contribute financially to these undertakings in a proportionate amount according to the terms provided in this Agreement and shall have the same rights and responsibilities as Original Members. If an

additional governmental agency becomes a Fully Participating Member during the course of a particular proceeding, the total costs for that particular proceeding after Preliminary Review shall be shared with the new Member pursuant to the cost sharing formula provided below. Any reference to Members in this Agreement means all Original Members and Fully Participating Members who have not terminated their participation as provided in Section 9.

Section 4. Lead Agency. Champaign shall be the initial lead agency on behalf of the Members. The Lead Agency may be rotated among the Members as jointly agreed upon by the Executive Committee. The Lead Agency shall have the following responsibilities:

a. **Contracts.** Prepare Requests for Proposals regarding and enter into contracts for professional services to support the Members' intervention into US EPA or IEPA proceedings, or the Members' appeals to the Courts from US EPA or IEPA decisions, the outcomes of which pose a substantial threat of contamination to the Mahomet Aquifer; and supervise the professional service providers in the course of such intervention or participation including without limitation, financial, legal and engineering consultants. Such contracts shall be entered into as expeditiously as possible in order to meet any applicable statutes of limitation, filing deadlines or other case scheduling requirements. Any contractual limitations in use of the work product of service providers in these cases shall be applicable to Members in the same manner as applied to the Lead Agency.

b. **Reports.** The Lead Agency shall cause reports to be sent periodically to the members and make available copies of work produced by services purchased under this Agreement.

c. **Meetings.** The Lead Agency will arrange for meetings of the Executive Committee, if necessary.

Section 5. Executive Committee. The Executive Committee shall consist of one contact person designated by each Member. Changes in the contact person may be made at any time by a Member upon notice by email or letter to the contact person of the Lead Agency. The Executive Committee may take any action by vote of a majority of those in attendance at a meeting or voting by email or telephone confirmed by email, provided that at least 3 Original Members vote. Approval by a majority of those voting is necessary to take the following actions:

- a. Approve a contract with a service provider; and
- b. Approve the position to be taken by Interveners in any expert testimony to be submitted to the IEPA, US EPA or the courts.

Section 6. Cost Sharing. Each Member shall be proportionately liable for the costs for contractual services retained pursuant to Section 3 and the Lead Agency's administrative costs as defined below, based upon the relative sizes of each Member's population as determined by the 2010 Decennial U.S. Census. [I would do the math and actually spell out the percentages for each member here] Members shall be billed at the conclusion of the major case segments as bills from professionals are received and at the conclusion of the case, with costs required to be paid to consultants prior to that time being borne by the Lead Agency.

The Lead Agency will seek reimbursement for its own staff time or in house resources provided to support this project at the rate of 10% of the total cost billed by professional service contractors.

Section 7. Payment. Payment for attorney and expert services rendered under this Agreement shall be due to the Lead Agency within forty-five (45) days following receipt by each

of the participants of an itemized statement of the services performed. Such statement shall describe the services rendered.

Section 8. Completion and Termination.

a. Any signatory to this Agreement may terminate this Agreement by giving no less than forty-five (45) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed to the City or Town Manager and the City or Town Attorney of the current Lead Agency. Until otherwise provided, such notice shall be given as follows:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

In the event of termination of this Agreement by any Member prior to completion and final payment by that participant, the participant will pay the Lead Agency its proportionate share of costs for all services performed or actually rendered up to the effective date of termination. The Lead Agency shall notify all other members of the termination of a Member and recalculation of shares of the remaining Member's costs.

b. In the event any of the provisions of this Agreement are violated by any signatory, the aggrieved member may serve written notice upon the other the intention to terminate such Agreement, such notice to contain the reasons for the termination. Unless within five (5) calendar days after the serving of such notice, the violation shall cease, and satisfactory Agreements for correction be made, the contract shall expire five (5) calendar days after such service. In addition to any other remedies available at law, the defaulting member shall be liable to the other members for any damages sustained by them based on the default. The terminating

member shall pay the Lead Agency its proportionate share of the project costs up to the point of termination.

Section 9. Designated Contact Persons. Each member shall designate a representative who shall be the contact person concerning this Intergovernmental Agreement and a member of the Executive Committee. The Lead Agency shall maintain a current listing of the designated contact persons for each jurisdiction. For purposes of this Agreement, the designated contact person shall have authority to make decisions concerning direction in the case for such Member and shall be added to the service list to receive all filings in the case, if he/she so requests.

CITY OF CHAMPAIGN, ILLINOIS

CITY OF URBANA, ILLINOIS

By: _____
City Manager

By: _____
City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

DATE: _____

DATE: _____

Designated Contact Person:

Designated Contact Person:

Address: _____

Address: _____

Phone: _____

Phone: _____

E-Mail: _____

E-Mail: _____

TOWN OF NORMAL, ILLINOIS

By: _____
Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

CHAMPAIGN COUNTY, ILLINOIS

By: _____
County Board Administrator

ATTEST:

County Clerk

APPROVED AS TO FORM:

Assistant State's Attorney

DATE: _____

VILLAGE OF SAVOY, ILLINOIS

By: _____
Village Manager

ATTEST:

Village Clerk

APPROVED AS TO FORM:

Village Attorney

DATE: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

Designated Contact Person:

Address: _____

Phone: _____

E-Mail: _____

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