

CITY OF WARRENVILLE
DU PAGE COUNTY, ILLINOIS

RESOLUTION NO. _____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF WARRENVILLE AND
FERMILAB**

WHEREAS, the City Council believes and hereby declares it is in the best interests of the City to enter into an intergovernmental agreement with Fermilab to provide sanitary sewer service to the area commonly referred to as the "Village" formerly known as Weston IL, is attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WARRENVILLE, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That a copy of the intergovernmental agreement with Fermilab to provide sanitary sewer service to the area commonly referred to as the "Village" formerly known as Weston IL is attached hereto as Exhibit 1, shall be, and it is hereby approved, and the Mayor and City Clerk shall be, and they are hereby authorized and directed to execute said agreement in substantially the form attached hereto.

SECTION TWO: That this resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED and APPROVED this _____ day of _____, 2010.

AYES:

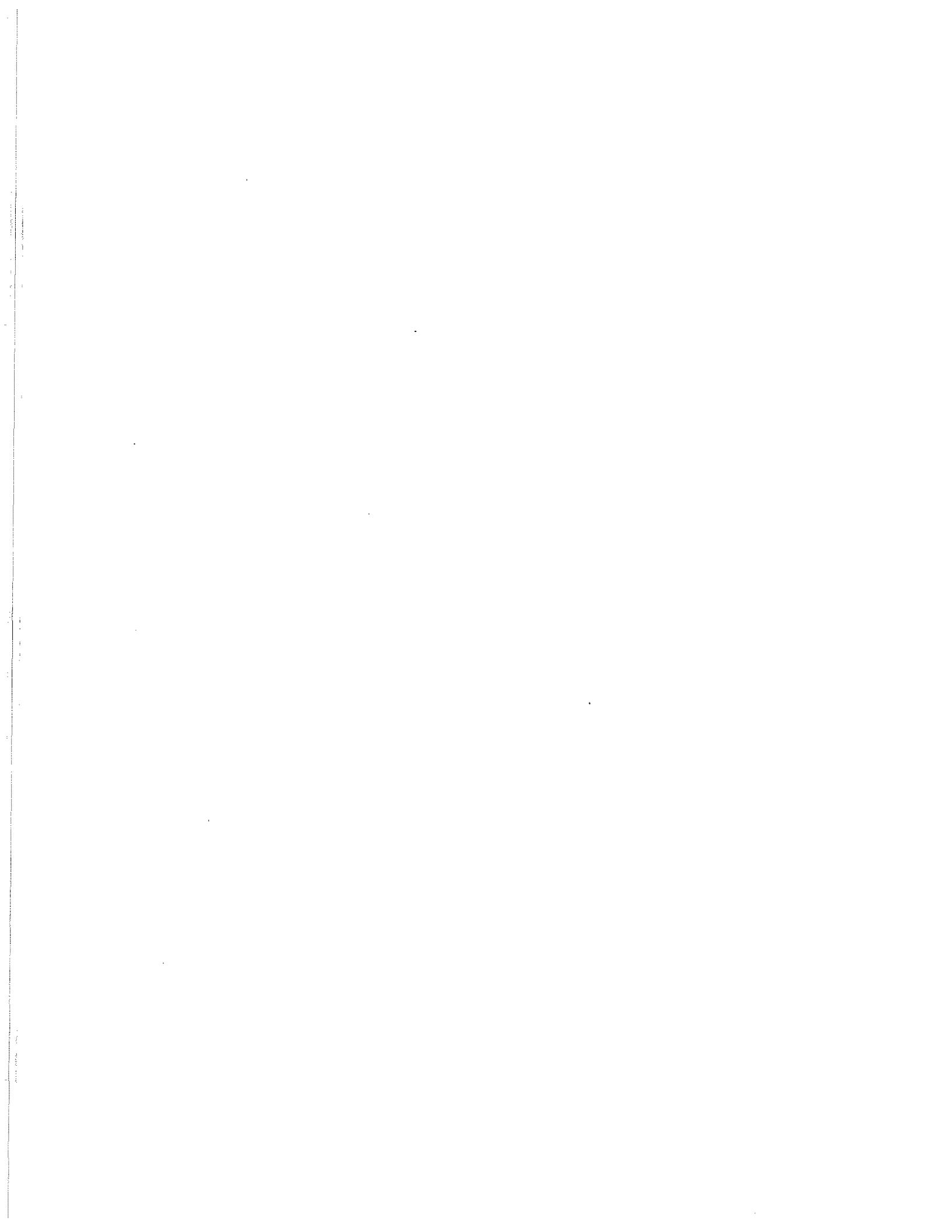
NAYS:

ABSENT:

Mayor

ATTEST:

City Clerk



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Contract") made and entered into this _____ day of _____, 2010, by and between the **CITY OF WARRENVILLE**, DuPage County, Illinois (hereinafter referred to as the "City"), and the **DEPARTMENT OF ENERGY FERMI SITE OFFICE**, an agency of the United States of America (hereinafter referred to as the "DOE").

WITNESSETH:

WHEREAS, DOE has requested that the City provide sanitary sewer services to that portion of the Fermilab complex commonly known as "The Village"; and

WHEREAS, pursuant to Title 7, Chapter 4, Section 7-4B-1.D, of the City Code, the City may provide sanitary sewer service to Fermilab subject to the terms and conditions of an intergovernmental agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and pursuant to their powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated as findings of fact in this Paragraph 1 as if said recitals were fully set forth herein.
2. During the term of this Contract, the City agrees to supply sanitary sewer service to the Fermilab buildings shown on Exhibit A attached hereto and made a part hereof (the "Fermilab Village"). No other structure shall be connected to the City's sanitary sewer system without prior written notice to the City and the City's approval of the new connections. This written notice shall be given to the City ninety days prior to construction and shall include the location and the projected sanitary sewer discharge demand for the new connection.

3. The DOE Base Rate for sanitary sewer service from the City shall be equal to the residential rate for sanitary sewer services, as now existing or hereafter amended, paid by customers whose property is located within the City's corporate limits. The City will provide DOE with one complete set of the rates, terms and conditions of service. The City shall provide written notice to DOE within ten (10) calendar days of any rate change affecting this Contract.

4. The term of this Contract shall be ten (10) years from the date of its execution. Notwithstanding the foregoing, DOE may cancel this Contract at anytime upon one year's (365 days') prior written notice to the City.

5. The parties recognize and agree that any sanitary sewer mains or appurtenances that are located beyond the City limits (west of the City limits, including under the CNN railroad property) shall be owned, operated and maintained by DOE, at its sole cost and expense, and the City shall have no responsibility therefor. The location of the City sanitary sewer main and appurtenances and the DOE sanitary sewer main and appurtenances is visually depicted on Exhibit B attached hereto and made a part hereof.

6. DOE will install a metering device to measure the flow of sanitary sewage through the sewer lines that it maintains, at a location to be mutually agreed upon by the parties hereto. The City shall at reasonable hours have free access to the premises to read said meter.

7. Sanitary sewage disposal services shall be provided at an average rate of 70,000 gallons per day, with a peak sewage flow of 180,000 gallons per day ("Daily Maximum").

Should Fermilab Village's actual sanitary sewer discharge for any day during a month exceed the Daily Maximum, then for that day, DOE shall pay the City twice the normal sanitary sewer charge for all sanitary sewer discharge in excess of the Daily Maximum (the "Daily Maximum Surcharge").

Should Fermilab Village's actual sanitary sewer discharge during any 365-day period exceed the Daily Average multiplied by the number of days in a particular year (the "Annual Maximum"), then DOE shall pay the City twice the normal sanitary sewer charge for all sanitary sewer discharge in excess of the Annual Maximum (the "Annual Maximum Surcharge").

Should DOE desire to increase the average and maximum sanitary sewer discharge allocation in the future, DOE must submit its request in writing to the City's Public Works Superintendent. Thereafter, upon mutual agreement of the City and DOE, Fermilab Village's allocation may be increased by a duly executed agreement.

8. Notices or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Contract shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of Warrenville
28 W 701 Stafford Place
Warrenville, IL 60555

Attention: City Administrator

If to DOE:

U. S. Department of Energy
Fermi Site Office
P. O. Box 2000
Batavia, IL 60510

or to such other address as either party may from time to time designate in a written notice to the other party.

9. Additional terms and conditions applicable to this Contract are set forth in Exhibit C attached hereto and made a part hereof.

10. This Contract incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

11. This Contract shall be governed by applicable federal laws and the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the date first above written.

**DEPARTMENT OF ENERGY
FERMI SITE OFFICE**

CITY OF WARRENVILLE

Mayor

ATTEST:

ATTEST:

City Clerk