

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HANOVER PARK AND THE  
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY  
FOR LEACHATE TREATMENT**

**WHEREAS**, heretofore an Intergovernmental Agreement between the Village of Hanover Park and the Forest Preserve District of DuPage County for Leachate Treatment (“Agreement”), was entered into on the 21st day of April, 2011, by and between the Village of Hanover Park, Counties of Cook and DuPage, State of Illinois, (“Hanover Park” or “Village”) and the Forest Preserve District of DuPage County (“District”), which Agreement is in full force and effect; and

**WHEREAS**, District desires to continue to pump and deliver leachate from the Mallard North Lake Landfill (“leachate”) to Hanover Park’s Sewage Treatment Plant, but desires to amend the Leachate Treatment Agreement heretofore entered into on April 21, 2011, by extending its term and increasing the volume of leachate to be treated by the Village, which Agreement is in full force and effect; and

**WHEREAS**, the Village of Hanover Park is agreeable to said amendment with modification of the charges or rates for treatment; now, therefore,

**FOR AND IN CONSIDERATION** of the promises and mutual agreements herein contained, and other good and valuable consideration, Hanover Park and District agree to amend the Leachate Treatment Agreement entered into on April 21, 2011, as follows:

Numbered paragraphs 1. and 3. of SECTION I. are hereby amended to provide as follows:

**SECTION I. TREATMENT PROGRAM**

1. This Agreement was originally entered into on April 21, 2011, and commenced on that date (“Commencement Date”) and will terminate on April 30, 2026 (“Termination Date”) unless otherwise terminated pursuant to Section II. The Termination Date may be extended pursuant to mutual written agreement of the parties hereto.

\* \* \* \* \*

3. Hanover Park will accept a maximum of 60,000 gallons of Leachate per day from the District. The Leachate shall be discharged at a point to be designated, in writing, by Hanover Park. Leachate will be accepted via the sewer connection at times specified in the IEPA permit unless otherwise modified by mutual consent, during the term of the Agreement. The discharge rate shall not exceed 50 gallons per minute or as mutually agreed upon between the District and the Village. Hanover Park shall have the right to modify Leachate acceptance only during low flow conditions. Leachate acceptance shall be allowed when plant flows are high and when Leachate addition would constitute a low proportion of the flow.

Numbered paragraph 1. of SECTION II. is hereby amended to provide as follows:

**SECTION II. SUSPENSION AND TERMINATION**

1. This Agreement shall automatically terminate upon the expiration of, and failure of Hanover Park to secure a renewal for, any then current permit required for treatment of Leachate by Hanover Park, or in the event of any change in regulations which would prohibit the treatment of Leachate by Hanover Park. Hanover Park agrees, however, that it shall use its best efforts to maintain all necessary permits in full force and effect for a period of six (6) years after the execution of this Amended Agreement.

\* \* \* \* \*

Numbered paragraph 1. and 3. of SECTION III. are hereby amended to provide as follows:

**SECTION III. CHARGES FOR TREATMENT OF LEACHATE AND HANOVER PARK'S TESTING PROGRAMS**

1. The rates previously existing shall continue and be effective including the rates on the to be issued April 2016 billing, but thereafter are revised for 2016 and effective with the bill issued on and after May 1, 2016, the amount to be paid to Hanover Park by the District for Leachate treatment will be based on the quantity of leachate delivered by the District to Hanover Park in a calendar month as set forth below and the costs of testing programs incurred by Hanover Park.

The applicable rates for Leachate Treatment are as follows commencing with the bill issued on May 1<sup>st</sup> of each year of the following years:

- 2016 \$34.83 per 1,000 gallons for the first 7,500,000 gallons;  
\$24.11 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$13.40 per 1,000 gallons for anything over 13,500,000 gallons.
- 2017 \$35.35 per 1,000 gallons for the first 7,500,000 gallons;  
\$24.47 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$13.60 per 1,000 gallons for anything over 13,500,000 gallons.
- 2018 \$35.88 per 1,000 gallons for the first 7,500,000 gallons;  
\$24.84 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$13.81 per 1,000 gallons for anything over 13,500,000 gallons.
- 2019 \$36.42 per 1,000 gallons for the first 7,500,000 gallons;  
\$25.21 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$14.01 per 1,000 gallons for anything over 13,500,000 gallons.
- 2020 \$36.97 per 1,000 gallons for the first 7,500,000 gallons;  
\$25.59 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$14.22 per 1,000 gallons for anything over 13,500,000 gallons.

- 2021 \$37.52 per 1,000 gallons for the first 7,500,000 gallons;  
\$25.97 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$14.44 per 1,000 gallons for anything over 13,500,000 gallons.
- 2022 \$38.08 per 1,000 gallons for the first 7,500,000 gallons;  
\$26.36 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$14.65 per 1,000 gallons for anything over 13,500,000 gallons.
- 2023 \$38.66 per 1,000 gallons for the first 7,500,000 gallons;  
\$26.76 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$14.87 per 1,000 gallons for anything over 13,500,000 gallons.
- 2024 \$39.24 per 1,000 gallons for the first 7,500,000 gallons;  
\$27.16 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$15.10 per 1,000 gallons for anything over 13,500,000 gallons.
- 2025 \$39.82 per 1,000 gallons for the first 7,500,000 gallons;  
\$27.57 per 1,000 gallons for gallons 7,500,000 to 13,500,000 gallons; and  
\$15.32 per 1,000 gallons for anything over 13,500,000 gallons.

Leachate treatment rate shall apply to the entire monthly volume of leachate delivered in a calendar year.

Additionally, upon signature of this agreement, the District shall remit to the Village a one-time payment of Five-Thousand Dollars (\$5,000) for the payment of administrative fees and time spend in negotiating and administering the agreement.

\* \* \* \* \*

- 3. Paragraph 3 is deleted.

Effectiveness of Agreement: All terms and conditions of the Intergovernmental Agreement between the Village of Hanover Park and the Forest Preserve District of DuPage County for Leachate Treatment shall remain in full force and effect, except as specifically modified by this Amendment. In the event a conflict between the terms and conditions of the Leachate Treatment Agreement with those of this Amendment, the terms and conditions of this Amendment shall supersede and control.

**[Signatures contained on the following page.]**

IN WITNESS HEREOF the parties hereto have duly executed this Amendment the days and dates hereinafter set forth.

Dated this 17<sup>th</sup> day of May, 2016

**VILLAGE OF HANOVER PARK**

BY:   
Rodney S. Craig  
Village President

(SEAL)  
ATTEST:

BY:   
Eira L. Corral, Village Clerk  
Dated this 1 day of June, 2016

**Forest Preserve District of DuPage County**

BY:   
District President

(SEAL)  
ATTEST:

By:   
Secretary/Clerk