

Transportation/Air Quality Planning Agreement for Goose Lake Township

The Township of Goose Lake in Grundy County is part of the ozone nonattainment area and the PM_{2.5} nonattainment area in northeastern Illinois. This township is not part of the northeastern Illinois metropolitan planning area (MPA). To comply with the coordination provisions of Section 174(b) of the Clean Air Act and the federal metropolitan transportation planning final rule, 23 CFR § 450.314(b), an agreement between the Illinois Department of Transportation (IDOT), the Illinois Environmental Protection Agency (Illinois EPA), Grundy County and the Metropolitan Planning Organization's (MPO) Policy Committee describing the process for continuous, cooperative and comprehensive planning and analysis of all projects outside the MPA but within the nonattainment areas is required.

The Chicago Metropolitan Agency for Planning (CMAP) Board and the MPO Policy Committee adopted a Memorandum of Understanding (attached as Exhibit A) with regard to transportation planning and programming in northeastern Illinois that covers the working relationship between the two policy bodies, whose responsibilities are defined in the Regional Planning Act (70 ILCS § 1707) and federal legislation.

CMAP includes in its regional transportation model the Township of Goose Lake. Transportation network assumptions are based on input from the Grundy County Highway Department and IDOT. Emission model parameters are supplied by the Illinois EPA. The CMAP northeastern Illinois air quality conformity motor vehicle emissions analysis includes the emissions from this township.

The IDOT Office of Planning and Programming coordinates with Grundy County, the IDOT District 3 office and appropriate IDOT Central Office staff to provide project submittals and revisions to the CMAP Transportation Committee for inclusion in all analyses, including conformity analysis, of the northeastern Illinois Transportation Improvement Program and regional transportation plan.

The arrangement described in the preceding has been carried out without conflict or controversy for over ten years. However, if any conflict arises in the future in carrying out this Agreement, it shall be settled by a joint meeting with a representative from each of four parties to this Agreement.

This Agreement shall become effective on the date set forth at the end hereof. This Agreement shall terminate 30 days after written notice by any party.

This Agreement constitutes the entire agreement between the parties concerning the subject matter of the Agreement. This Agreement may be modified or amended in writing from time to time by mutual consent of the parties. All modifications or amendments must be in writing and fully executed by the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.

Any and all notices or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by U.S. Mail or facsimile which shall be addressed to each party as set forth below. Each such notice shall be deemed to have been provided at the time it is actually received. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other parties.

This Agreement supersedes all prior Agreements, whether oral or in writing, between the parties relating to the subject matter of this Agreement.

The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

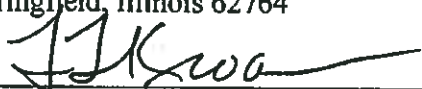
The parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the 12th day of MARCH, 2009.



Dick Smith
Illinois Department of Transportation
2300 South Dirksen Parkway
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Springfield, Illinois 62764

3-12-09

Date



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Illinois Environmental Protection Agency
1021 North Grand Avenue East
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3-17-09

Date



Craig Cassen
Grundy County
1320 Union Street
Morris, Illinois 60450

4-30-09

Date



Randall Blankenhorn
Chicago Metropolitan Agency for Planning
233 South Wacker Drive
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Chicago, Illinois 60606

3-12-09

Date