

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN COUNTY OF LAKE
PUBLIC WORKS DEPARTMENT AND LAKES REGION SANITARY DISTRICT
CONCERNING INSTALLATION, MAINTENANCE AND UTILIZATION OF
INDIVIDUAL WATER METERS FOR PURPOSE OF BILLING SEWER USER FEES**

This Memorandum of Understanding is entered into this ___ day of May, 2014, by and between the Lake County Public Works Department (the "County") and Lakes Region Sanitary District ("LRSD").

WHEREAS, the County and LRSD have entered into the 2013 Restated and Amended Agreement for Sewage Disposal dated as of May 14, 2013 (the "County-LRSD Sewer Agreement"); and

WHEREAS, pursuant to Section 6.4.B of the County-LRSD Sewer Agreement, the County and LRSD may mutually determine that LRSD has sufficient means for measuring Sewage flows of a defined group of individual Customers in order to bill and collect from such Customers based upon the actual volume, strength, and composition of sewage delivered to the County Sewerage System from such Customers; and

WHEREAS, pursuant to Section 6.5 of the County-LRSD Sewer Agreement, the County has the right to establish and enforce reasonable requirements for LRSD and its Customers for the installation, calibration, inspection, maintenance, repair and replacement of meters to measure each such Customer's Sewage or water use (as mutually agreed upon pursuant to Section 6.5.B) for the purpose of establishing and billing Sewer user fees to metered Customers; and

WHEREAS, the County has purchased and is utilizing an [describe name/type of system] automated water meter reading system which system the LRSD would like to make available to Customers within the District Service Area in order to allow Customers to voluntarily transition from a Flat Fee Sewer User Rate to a Volume-Based Sewer User Rate; and

WHEREAS, the County is willing to allow LRSD to utilize the automated water meter reading system for Customers within the District Service Area, subject to the reimbursement of costs incurred by the County and to certain other terms and conditions as forth herein.

THEREFORE, the County and LRSD agree as follows:

Section 1. County Obligations.

- A. Upon written request and the provision of Customer contact information from LRSD, the County agrees to evaluate the possibility of installing a water meter on a LRSD Customer's main water service line for purposes of transitioning the Customer from a Flat Rate Sewer User Fee Rate to a Metered Rate Sewer User Fee Rate.

- B. Specifically, upon request and notification, the County will contact and schedule a house visit with the LRSD Customer in order to conduct a preliminary investigation to determine whether an interior or exterior meter installation is feasible and appropriate and that such meter can communicate remotely with the County's existing fixed point data collection units and automated meter reading system.
- C. Within _ days following the conclusion of its preliminary investigation, the County will inform LRSD in writing whether there is sufficient signal availability at the LRSD Customer's house to utilize the County's automated meter reading system and, if so, whether an internal or external meter installation is appropriate and feasible. The County shall have no installation obligation if it concludes that there is no signal availability at the LRSD Customer's house to the County's fixed date collection units and shall have sole discretion in determining whether an interior or exterior installation is feasible and appropriate.
- D. Upon written notification and receipt of payments contained in Section 2.B below from LRSD, the County shall coordinate scheduling with the Customer and install the water meter at the LRSD Customer's home.
- E. Within _ days of the completion of the installation, the County shall so notify LRSD in writing.
- F. The County shall have no obligation to repair, maintain, or replace the individual Customer's water meter once installation is completed.
- G. Upon completion of the installation of the water meter, the meter usage data from the LRSD Customer's house shall henceforth be transmitted to the County via the fixed network, the County shall establish a separate billing cycle for LRSD metered Customers, meter usage data shall be transmitted to LRSD for billing purposes, LRSD metered Customers shall be billed by LRSD at the County's then-applicable Metered Rate Sewer User Fee Rate at the start of the next billing cycle, and LRSD metered Customers shall be allowed to access the County Public Works Department's Web portal to view usage data for their individual account.
- H. The County shall notify LRSD of any exception reports it receives from LRSD metered Customers.
- I. The County shall be responsible for the costs associated with the maintenance, ownership and operation of its fixed data collection points, repeaters, and software associated with its automated meter reading system.

Section 2. LRSD Obligations.

- A. LRSD shall communicate with LRSD Customers concerning the metering program and shall serve as the initial and primary point of contact for inquiries, initial requests for meter installation, and follow-up relating to same.
- B. Following notification from the County that there is sufficient signal strength and that meter installation is feasible and appropriate at a LRSD Customer's house as set forth in Section 1.C above and prior to meter installation as contemplated in Section 1.D above, LRSD shall issue a permit authorizing the installation of a water meter at an individual LRSD Customer's house and shall collect the following fees associated with the meter installation:
 - 1. Interior meter installation on a 5/8-inch or 3/4-inch water line--\$350, or such higher amount as the County shall, after notice to LRSD, charge from time to time for like services to its own Customers;
 - 2. Exterior meter installation on a 5/8-inch or 3/4-inch water line--\$850, or such higher amount as the County shall, after notice to LRSD, charge from time to time for like services to its own Customers;
 - 3. Interior or exterior meter installation on a water line other than a 5/8-inch or 3/4-inch water line—such additional costs as shall be determined on a case by case basis by agreement of the County and LRSD.
- C. LRSD shall pay to the County the amounts set forth in Section 2.B above prior to the County's meter installation as contemplated in Section 1.D above.
- D. LRSD shall be responsible for all maintenance, repair and replacement of the water meters, once installed.

Section 3. Further Agreements.

In the event that following meter installation the usage data from any LRSD metered Customers cannot be transmitted via the County's fixed data collection units for any reason, the County shall read the data usage with a mobile handheld device, in which case LRSD shall pay the County's then-current rate ordinance price (currently \$9.33 per meter per month) for manual meter reads and the County shall invoice monthly for such services, unless LRSD has obtained its own mobile handheld device that is compatible with the County's automated water meter reading system and provides the LRSD metered Customers' usage data at no cost to the County, or such other alternative arrangement is mutually agreed to by the County and LRSD.

Section 4. Notices.

Under this Memorandum of Understanding, notices to the Lake County Public Works Department shall be made by U.S. Mail or fax to:

Lake County Public Works
650 W. Winchester Road
Libertyville, IL 60048
Fax Number:_____

and notices to LRSB shall be made to:

Lakes Region Sanitary District
25700 West old Grand Avenue
Ingleside, IL 60041
Fax Number:_____

Director, Lake County Public Works

Manager, Lakes Region Sanitary District

Date

Date