



## Lake County Illinois

Signature Copy

resolution: 09-2058



File Number: 09-2058

Joint resolution authorizing execution of a Wholesale Agreement for Sewage Disposal with the Village of Hawthorn Woods and authorizing the signing of the IEPA construction permit application for the Village's Special Service Area #4 interceptor sewer.

WHEREAS, the County of Lake (County) owns and operates a regional sewer system that serves a number of municipalities in the Southeast Lake Facilities Planning Area; and

WHEREAS, the Village of Hawthorn Woods (Village) desires to provide sanitary sewer services to certain areas within the Village to be delivered through the Village of Lake Zurich sanitary sewer system and treated at the County's Des Plaines River Water Reclamation Facility on a wholesale basis; and

WHEREAS, the County and the Village currently have a Retail Sewer Service Agreement serving other areas in the Village not covered under this agreement; and

WHEREAS, the County and the Village desire to enter into an agreement for wholesale sewage disposal; and

WHEREAS, upon execution of the Wholesale Agreement, the Village desires to begin construction of their Interceptor sewer to service the properties contained in their Special Service Area #4; and

WHEREAS, prior to beginning construction of the interceptor sewer, the Village must obtain an IEPA construction permit; and

WHEREAS, the IEPA construction permit application must be signed by the County's Director of Public Works; and

WHEREAS, execution of a Wholesale Agreement for Sewage Disposal must be authorized by Resolution of this County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chairman of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute a Wholesale Agreement for Sewage Disposal with the Village of Hawthorn Woods in substantially the attached form and that the Director of Public Works is hereby authorized to sign the IEPA construction permit application for the Village's Special Service Area #4 interceptor sewer.

88



(b) The Village shall retain ownership of all sewer pipes and mains and interceptors in the Village System that it now owns or that it may in the future construct, or cause to be constructed, including but not limited to any future extensions thereto that are now located or that may be located within the Village, excluding any interceptors that the County now owns or may in the future construct for transmission of sewage from or through the Village or any other facilities the County may construct in the Village or may accept dedication of from the Village or any other party. Also excluded from Village ownership are those sewer pipes and mains, and any interceptor, now owned by the County and used for the provision of sewage service to areas in the Village identified in and subject to the Retail Sewer Service Agreement between the County and Village, dated July 10, 1990, and its First Amendment to Agreement for Sewer Service, dated May 12, 1998. The Village shall maintain and operate the Village System and shall bear all risk of loss or damage to said system, all at its sole cost. Notwithstanding the foregoing, the Village shall have the right to convey the Village System and/or the maintenance responsibility therefore to the Village of Lake Zurich or a utility subject to the jurisdiction of the ICC, and possessing all of the same powers and authorities over the waste stream as does the Village as host municipality. Provided further, that any conveyance by the Village of the Village System, involving the billing, collection, or remitting of County connection fees and County user fees, to an entity other than the Village of Lake Zurich, shall be subject to the prior approval of the County first being obtained.

(c) "The Village agrees that, notwithstanding any provision to the contrary within the Hawthorn Woods-Lake Zurich Agreement, Lake Zurich shall have the right to contract with the County for the provision of sanitary sewer service to the Taubman Parcel (identified as Parcel 1 on Exhibit A), or such portion thereof, so long as such parcel (or portion thereof) is within unincorporated Lake County. The Village further agrees not to object to such service and that, if so required by Lake Zurich to effectuate such sanitary sewer service to the Taubman Parcel, and to support an amendment to the Hawthorn Woods-Lake Zurich Agreement expressly authorizing



such County service to the Taubman Parcel. The County agrees that it shall not serve the other parcels identified on Exhibit A, directly or through the Lake Zurich sewer system, without the written consent of the Village."

**SECTION EIGHT. PRETREATMENT.**

The Village shall develop a pretreatment program to detect and enforce against violations of pretreatment standards promulgated under Section 307(b) and (c) of the federal Clean Water Act, including an inventory of industrial users tributary to the Village system and an inspection and enforcement program designed to identify and eliminate violations of pretreatment standards. The County reserves the right and authority to require any additional program of pretreatment by Customers within the Village Service Area of sewage of unusual quality or composition as required by federal or State of Illinois law.

**SECTION NINE. REGULATORY BODIES.**

This Agreement shall be subject to valid rules, regulations, and laws applicable hereto passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction or any authorized representative or agent of any of them. The County reserves the right and authority to adopt ordinances, rules and regulations of general applicability governing the use of the County collection system pursuant to this Agreement whenever necessary in the opinion of the County to ensure compliance with all such rules, regulations, and laws.

**SECTION TEN. EXISTING RETAIL SERVICE AREA IN VILLAGE.**

Both the Village and the County expressly acknowledge and agree that this Agreement does not cover and does not apply to any areas in the Village currently being served by the



County and identified in the Retail Sewer Service Agreement between the County and Village, dated July 10, 1990, and its First Amendment to Agreement for Sewer Service, dated May 12, 1998 ("retail service agreements"). Those County/Village retail service agreements shall remain in full force and effect. Further, this Agreement shall not apply to any areas served by the Aqua IL HWCC sewage treatment system pursuant to its certificate of convenience and necessity, as amended from time to time, except as otherwise limited by this Agreement.

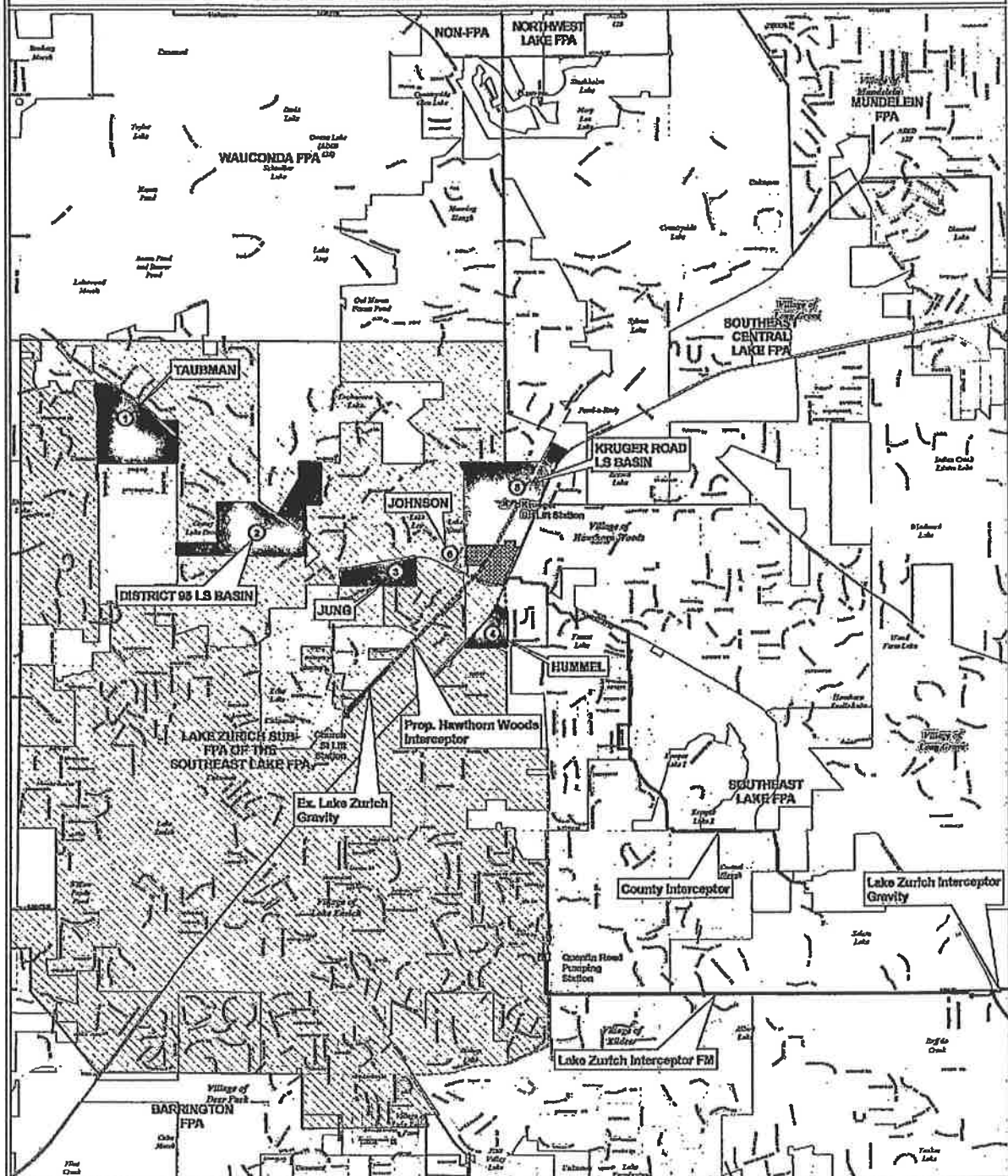
#### **SECTION ELEVEN. CONTRACTS WITH OTHERS.**

The County reserves the right and authority to contract with other persons, natural or corporate, private or public, and including the Taubman parcel described in Section 7(c) above, generally located outside the Village Service Area, to perform services similar to those to be performed under this Agreement, provided, however, that the County shall not extend sewer service to other areas within the Village, except upon express written agreements between the County and the Village therefore; provided further, however, that nothing in this Agreement requires the County to provide sewer service to other areas within the Village. The Village acknowledges and agrees: that the County neither acts nor operates as a public or private utility; that the County neither acts nor operates in a business or proprietary capacity in providing sewer service to the Village Service Area; that the County does not hold itself out as offering to provide sewer service to other areas within the Village; that the County is under no obligation to provide sewer service to other areas within the Village; and that the County's sole obligation to provide sewer service to the Village is the contractual obligation set forth in this Agreement to provide limited sewer services to the Village Service Area.





# EXHIBIT A - VILLAGE SEWER SERVICE AREA



- FPA
- ▨ Lake Zurich Sub-FPA
- Hawthorn Woods Wholesale Sewer Service Area thru Lake Zurich
- ▤ Hawthorn Woods Retail Sewer Service Area

 **LakeCounty**  
 Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 (847) 377-7600  
 (847) 377-7173 FAX

AUGUST 2003



## Exhibit A2

Exhibit A (Identifier)	Common Name			Identifier (PE)
●	(Taubman)	(Mixed Use)	●	●
●	(District 95 LS Basin)	(Mixed Use)	●	●
●	●	(Single Family)	●	●
●	●	●	●	●
●	(Kruger Road LS Basin)	(Mixed Use)	●	●
●	●	(Commercial/Retail)	●	●
●	(Undistributed PE)	(Mixed Use)	●	●
Total			●	●

The PE for the District 95 Schools is 120 PE estimated from water usage records.  
 660 PE is the capacity of the Lift Station installed on the District 95 property.

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