



# Lake County Illinois



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**Signature Copy**

**resolution: 10-0780**

IL Rental Housing Fund: \$0.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder

File **6671970**

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**File Number: 10-0780**

Joint resolution authorizing the execution of an agreement for sewage disposal with the Village of Libertyville.

## RESOLUTION

**WHEREAS**, the County of Lake (County) owns and operates a system of interceptor sewers in the Southeast Central Lake Facilities Planning Area (SECFPA); and

**WHEREAS**, the Village of Libertyville (Village) owns and operates a local sanitary sewer collection system in the SECFPA that discharges to and is transported to the Libertyville Water Reclamation Facility by the County interceptor sewer system; and

**WHEREAS**, the County and the Village entered into an intergovernmental agreement for sewage treatment and disposal within the SECFPA on or about March 8, 1977, as amended from time-to-time; and

**WHEREAS**, the 1977 Agreement has expired, and the County and Village wish to enter into a new agreement; and

**WHEREAS**, this Agreement incorporates many modifications to update, eliminate obsolete provisions, and extend and modify their respective sewer collection, transport, and wastewater treatment related obligations in Lake County; and to promote and provide for the efficient and economic development and use of costly public infrastructure (including the allocation of such infrastructure) pursuant to sound and logical public sewer plans in order to avoid wasteful duplication of public facilities; and

**WHEREAS**, execution of an Agreement for Sewage Disposal must be authorized by Resolution of this County Board; and

**NOW, THEREFORE, BE IT RESOLVED**, by this County Board of Lake County, Illinois that the Chair of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the Agreement for Sewage Disposal with the Village of Libertyville in substantially the form attached.

**DATED** at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12th day of October, A.D., 2010.

At a meeting of the Lake County Board on 10/12/2010, a motion was made by Susan Gravenhorst, seconded by Collin O'Rourke, that this resolution be adopted. The motion passed.

LCB  
35

Approved by *Suzi Schmidt*  
Suzi Schmidt

Date 10-26-10

Attest by *Willard R. Helander*  
Willard R. Helander

Date OCT 27 2010

Certified by *Willard R. Helander*  
Willard R. Helander

Date OCT 27 2010

Mail TO: *Inter-Office*  
*Lake County Public Works*

**AGREEMENT FOR SEWAGE DISPOSAL**  
**Entered Into By and Between**  
**The County of Lake, Illinois**  
**and**  
**The Village of Libertyville**  
**Effective as of**  
10/10, 2010

## **AGREEMENT FOR SEWAGE DISPOSAL**

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of Nov., 2010 (the "Agreement"), between the COUNTY OF LAKE, Illinois (the "County"), and the VILLAGE OF LIBERTYVILLE (the "Village").

### **RECITALS**

WHEREAS, the County is a body politic and corporate and a unit of local government in the State of Illinois established and existing under the Illinois Counties Code, 55 ILCS 5/1-100 et seq. (2006).

WHEREAS, the Village is an Illinois municipal corporation established and existing within the County under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (2006).

WHEREAS, in order to address their respective needs and objectives and to protect the health, safety, and welfare of the residents of the County, including the residents of the Village, the County and the Village entered into an intergovernmental agreement for sewage transport, treatment and disposal within the Southeast Central Lake FPA on or about April 26, 1977, as amended three times in August 1992, August 1994, and October 1996 (the "1977 Agreement").

WHEREAS, the 1977 Agreement has expired, and the County and the Village wish to enter into a new agreement in order to update, eliminate obsolete provisions, and extend and modify their respective sewer collection, transport, and wastewater treatment related obligations in Lake County; and to promote and provide for the efficient and economic development and use of costly public infrastructure (including the allocation of such infrastructure) pursuant to sound and logical public sewer plans in order to avoid wasteful duplication of public facilities.

WHEREAS, this Agreement is intended to establish specific and limited obligations of the County and Village with respect to sewage transportation and treatment service.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 2201/1 et seq. (2006), Section 5-15010 of the Counties Code, 55 ILCS 5/5-15010 (2006), Division 11-147 of the Illinois Municipal Code, 65 ILCS 5/11-147-1 et seq. (2006), and all other applicable powers of the County and the Village, the parties hereto do hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

**1.1. 1977 Agreement**

The sewage treatment agreement entered into by and between the County and the Village on or about April 26, 1977, and all amendments thereto, including the Amendment dated April 21, 1992, the Second Amendment dated August 26, 1994, and the Third Amendment dated October 8, 1996.

**1.2. Biochemical Oxygen Demand (B.O.D.)**

The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory test procedures in five days at 20°C.

**1.3. Collection**

The receipt of Sewage directly from the service connection of an individual Customer and the delivery of such Sewage to the County Sewerage System or to any other provider of Transport or Treatment services.

**1.4. Connection Charges**

The charges from time-to-time imposed on County Customers or Village Customers as a condition of making new connections to the County Sewerage System or the Village Sewerage System, as the case may be.

**1.5. County Customer**

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the County Service Area that discharges Sewage, either directly or indirectly, into the County Sewerage System for delivery by the County to the Libertyville Wastewater Treatment Plant facility (hereinafter, "Libertyville WWTP") pursuant to this Agreement.

**1.6. County Service Area**

That portion of the Southeast Central Lake FPA outside the corporate boundaries of the Village that pursuant to this Agreement is to be served with wastewater treatment by the Libertyville WWTP. The boundaries of the County Service Area as of the Effective Date of this Agreement are depicted on Exhibit A.

**1.7. County Sewerage System**

Any County interceptors (including any interceptors tributary to the Libertyville WWTP that serve Customers within the County Service Area), and all other Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated land, easements, and rights-of-way, that the County, from time-to-time, owns or operates for the purpose of, or related to, Transporting Sewage within the County Service Area to the Libertyville WWTP.

**1.8. County Sewer Ordinances**

An ordinance entitled "An Ordinance Regulating the Use of Public and Private Sewer and Drains, Private Sewage Disposal, the Installation and Connection of Building Sewers, and the Discharge of Waters and Wastes into the Public Sewer Systems of the County of Lake in the State of Illinois," enacted by the County on and dated February 9, 1988, together with all such amendments thereto as have been or may be enacted from time-to-time, and any and all other

ordinances adopted or rules promulgated by the County relating in any way to the County Sewerage System or to the Collection, Transport, Pretreatment, or Treatment of Sewage in the County.

**1.9. Customer**

A County Customer or a Village Customer.

**Effective Date**

The date on which this Agreement shall become effective as set forth hereinabove.

**1.10. Garbage**

Solid wastes from preparation, cooking, and dispensing of food and from handling, storage, and sale of produce.

**1.11. Non-Residential Waste**

Liquid and water-carried waste discharged by any non-residential Customer.

**1.12. Meter**

Any device used to measure flow.

**1.13. Libertyville Wastewater Treatment Plant (Libertyville WWTP)**

The wastewater treatment plant constructed, owned, and operated by the Village of Libertyville, and located at 1532 Artaius Parkway, Libertyville, Illinois, which discharges into the Des Plaines River in Lake County, Illinois, together with any additions to, or extensions of, such plant.

**1.14. Population Equivalent (P.E.)**

The calculated population that would normally produce 100 gallons of Sanitary Sewage per day containing 0.17 pounds of B.O.D. and 0.20 pounds of total Suspended Solids. The P.E. for a discharger of Non-Residential Waste shall be based on the highest of the flow, B.O.D., and Total Suspended Solids.

**1.15. Pre-Existing County Sewer Agreement**

Any unexpired agreement (including amendments thereto) that the County has entered

into prior to the Effective Date of this Agreement with any municipal corporation or sanitary district in the County Service Area relating to the provision of sewerage services.

**1.16. Pretreatment**

The process, or any portion of the process, of changing the physical, chemical, or biological character of Sanitary Sewage or Non-Residential Waste so as to meet the pretreatment standards promulgated under Section 307(b) and 307(c) of the Federal Clean Water Act, or any amendment thereto, as well as any pretreatment standards heretofore or hereafter established by the State of Illinois, the Village, or the County.

**1.17. Pretreated Sewage**

Sanitary Sewage or Non-Residential Waste that has been subjected to Pretreatment.

**1.18. Properly Shredded Garbage**

Garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

**1.19. Residential Customer Equivalent (R.C.E.)**

A unit of measurement for purposes of imposing Connection Charges or assessing Sewer User Fees on County Customers or Village Customers that shall equal either:

- A. The sanitary sewage flow from a single dwelling unit of any type; or
- B. For non-residential Customers, 2.5 P.E shall equal one (1) Residential Customer Equivalent.

**1.20. Sanitary Sewage**

Liquid and water-carried waste discharged from the plumbing fixtures of dwellings and other buildings, but not including Industrial Waste.

**1.21. Sanitary Sewer**

Any sewer that carries Sewage.



**1.22. Sewage**

Sanitary Sewage, Non-Residential Waste, and Pretreated Sewage, together with such infiltration/inflow as may be permitted under applicable law.

**1.23. Sewer User Fees**

A standard rate charged by the Village for Treatment of Sewage or the County for Transport of Sewage of a specified volume, strength, and composition.

**1.24. Southeast Central Lake FPA**

The Southeast Central Lake Facilities Planning Area as established in the Illinois Water Quality Management Plan, as such plan may be amended from time-to-time. The boundaries of the Southeast Central Lake FPA as of the Effective Date of this Agreement are depicted on Exhibit B.

**1.25. Suspended Solids**

Nonfilterable solids that either float on the surface of, or are in suspension in, Sewage or other liquids.

**1.26. Transport**

The conveyance of Sewage from the point or points of discharge into the County Sewerage System or into Sanitary Sewers of the Village Sewerage System to the Libertyville WWTP.

**1.27. Treatment**

The process, or any portion of the process, of changing the physical, chemical, or biological character or composition of Sanitary Sewage or Non-Residential Waste so as to meet all federal, state, County, and Village requirements.

**1.28. Village Customer**

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the Village Service Area that discharges Sewage, directly or indirectly, into the County

Sewerage System for Collection or Transport to the Libertyville WWTP.

**1.29. Village Siphon Connection**

A new Village connection to the County Sewerage System at the location depicted on Exhibit D in accordance with the terms of this Agreement to serve the Village Siphon Service Area with supplemental Sewage Transport services to the Libertyville WWTP.

**1.30. Village Service Area**

Those areas depicted on Exhibit C that are also located within the Village's corporate boundaries from time to time, which areas may be served by the County Sewerage System for Collection or Transport to the Libertyville WWTP pursuant to the terms of this Agreement, which include Libertyville Basins 1, 2, 3, 4, 6, 7, 14, and 19. Moreover, those areas located within the County Service Area that are lawfully annexed into the Village subsequent to the effective date of this Agreement, shall automatically be deemed to be deleted from the County Service Area and added to the Village Service Area, unless such areas were being served as County Customers at the time of annexation.

**1.31. Village Sewer Regulations**

Those portions of the Municipal Code for the Village of Libertyville, including Chapter 25 – Water, Sewers, and Sewage Disposal, Article III – Sanitary Sewers and Sewage Disposal and Division 3 – Sewage Works, Sections 25-101 through 111, together with all such amendments thereto as have been or may be enacted from time-to-time, and any and all other ordinances adopted or rules promulgated by the Village relating in any way to the Libertyville WWTP or to the Collection, Transport, Pretreatment, or Treatment of Sewage by the Village.

**1.32. Village Sewerage System**

The Libertyville WWTP, and all other Sanitary Sewers, pump stations, or facilities, as well as associated land, easements, and rights-of-way, that the Village, from time-to-time, owns or operates for the purpose of, or related to, Collecting, Transporting, and Treating Sewage within

the Village.

**1.33. Village Siphon Service Area**

The area depicted on Exhibit D and located within the Village's corporate limits that, pursuant to the terms of this Agreement, may deliver Sewage to the County Sewerage System for Transport to the Libertyville WWTP through the Village Siphon Connection.

**1.34. Village VHWRF Diversion Service Area**

The area depicted on Exhibit E and located within the Village's corporate limits that may, pursuant to the terms of this Agreement, divert Sewage from the Libertyville WWTP and deliver such Sewage to the County for collection, transport to, and treatment at the County's Vernon Hills Water Reclamation Facility.

**ARTICLE II**

**SEWER SERVICE**

**2.1. County and Village Sewage Obligations**

Except as provided in Section 2.4 of this Agreement, the County and Village Agree to the following obligations:

A. County Obligations. The County agrees to convey and deliver sewage from the County Service Area to the Libertyville WWTP in an amount not to exceed 600,000 gallons per day (gpd), average daily flow, which is equal to 6,000 Population Equivalents (P.E.). It is expressly understood and agreed that as of the effective date of this Agreement, the County has and is now delivering Sewage to the Libertyville WWTP in an amount of 460,000 gpd average daily flow (4,600 P.E.), which flows the parties agree is equivalent to 1314 RCE. Thus 140,000 gpd average daily flow (1,400 P.E.) of Libertyville WWTP Sewage Treatment allocation remains available for the County Service Area.

Subject to the flow volume limitations set forth in Section 2.1.D herein, the County further agrees to Transport Sewage from the Village Service Area to the Libertyville WWTP

through only those connection points between the Village's Sewerage System serving the Village Service Area and the County Sewerage System as depicted on Exhibit C (and subject to all County ordinances and regulations). It is expressly understood and agreed that as of the effective date of this Agreement, the Village has and is now delivering Sewage from the Village Service Area to the County Sewerage System in an amount of 1.5157 million gallons per day average daily flow (15,157 P.E), which flows the parties agree is equivalent to 4,330 RCE. The County may, in its sole discretion, approve additional connection points from the Village's Sewerage System serving the Village Service Area to the County's Sewerage System, upon written request from the Village.

B. Village Obligations. Subject to available capacity and the flow volume limitations set forth in Section 2.1.A herein ,the Village agrees to accept, and to hold itself during the term of this Agreement continually and perpetually ready, willing, and able to accept such Sewage from the County Service Area at all times for Treatment at the Libertyville WWTP..

The Village further agrees to convey and deliver from the Village Service Area to the County Sewerage System, through only the connection points depicted on Exhibit D for Transport to the Libertyville WWTP, Sewage collected within the Village Service Area.

C. Village Siphon Connection for Village Siphon Service Area. The parties agree that the Village shall, at its sole cost and expense, construct the Village Siphon Connection in accordance with applicable County standards, ordinances and regulations and the approved plans and engineering drawings dated November 25, 2008 and prepared by Rezek, Henry, Meisenheimer and Gende, Inc. to provide supplemental Sewage Transport from the Village Siphon Service Area to the Libertyville WWTP, via the County Sewerage System, primarily during high Sewage flow storm events.

The County shall not charge a Connection Charge to the Village for the Village Siphon Connection; however, the Village agrees that it shall pay the County, in accordance with the provisions of Section 3.4 below, an additional Sewer User Fee for the use of the County

Sewerage System by the Village Siphon Service Area. It is expressly understood and agreed that the Village Siphon Connection will be designed to deliver Sewage to the County Sewerage System from the Village Siphon Service Area during dry weather periods in an amount of 1,000,000 gallons per day (10,000 P.E.). Although actual flow volumes through the Village Siphon Connection will, by design, exceed 1,000,000 million gallons per day during periods of high Sewage flow, the parties agree that for purposes of assessing a Sewer User Fee, it shall be assumed that the Village Siphon Connection provides an annualized average daily flow equivalent to 5,000 P.E. and that therefore the Village will pay to the County an additional Sewer User Fee equivalent to 1,428 R.C.E. for the Village Siphon Connection.

D. The Sewage delivered from the Village Service Area and the Village Siphon Service Area to County Sewerage System for Transport to the Libertyville WWTP shall be subject to available capacity in the County Sewerage System and shall not exceed a total flow rate of 5.0 million gallons per day average daily flow (5.0 mgd).

E. For purposes of measuring flows and flow limits in this Section 2.1 and Section 2.4, it is agreed that one (1) dwelling unit of any type shall equal 3.5 P.E.

**2.2. Village Ability to Serve**

The Village shall at all times after the Effective Date of this Agreement take all steps reasonably necessary to ensure that the Libertyville WWTP is continually able to effectively Treat, in accordance with all applicable federal and state standards, and the provisions of this Agreement, all Sewage collected by the County Sewerage System from the County Service Area and Transported to the Libertyville WWTP.

**2.3. Points of Discharge**

Unless additional points of discharge to the Village Sewage System are established by mutual written agreement of the parties hereto, the County shall continue at all times during the term of this Agreement to deliver Sewage collected by the County Sewerage System at the point of discharge to the Libertyville WWTP that is in existence on the Effective Date of this Agreement.

**2.4. Village VHWRf Diversion Service Area; Alternative Facilities**

A. General Limitation on Use of Other Facilities. Subject to the terms of this Section 2.4, the County agrees that it shall not deliver any Sewage collected by the County Sewerage System from the County Service Area during the term of this Agreement to another Treatment facility other than the Libertyville WWTP, without the prior written consent of the Village. Subject to the terms of this Section 2.4, the Village agrees that it shall deliver all Sewage collected within the Village Service Area as shown on Exhibit D during the term of this Agreement to the County Sewerage System for transport to the Libertyville WWTP, unless the County agrees otherwise in writing.

B. County Treatment Services to Village VHWRf Diversion Service Area.

Subject to the restrictions and conditions contained in this Section and the Village's compliance with all applicable County standards, ordinances and regulations, and further subject to available capacity at the Vernon Hills Water Reclamation Facility and throughout the County system tributary to the Vernon Hills Water Reclamation Facility, the County shall during the term for this Agreement hold itself ready, willing, and able to accept, transport and treat at its Vernon Hills Water Reclamation Facility Sewage delivered by the Village from the Village VHWRf Diversion Service Area, or such other comparable area as the parties may subsequently agree in writing, in an amount not to exceed 3,500 P.E, which is equal to 350,000 gallons per day, average daily flow. For purposes of effectuating service to the Village VHWRf Diversion Service Area, the Village shall be allowed, at its sole cost and expense, to make connection to the existing County sanitary sewer interceptor tributary to the Vernon Hills Water Reclamation Facility, constructed adjacent to Village manhole number 44B1 on the Village's existing 27 inch sewer located along Milwaukee Avenue just north of the E.J.&E. Railroad right-of-way, as depicted on Exhibit E (the "County's Vernon Hills North Interceptor"). The Village shall be solely responsible for transporting and delivering such Sewage from the Village VHWRf Diversion Service Area to the County's Vernon Hills North Interceptor.

Provided, however, that the County shall have no obligation to commence such service to the Village and the Village shall have no right to make connection to the County Vernon Hills North Interceptor or to deliver sewage from the Village VHWRF Diversion Service Area to the County Vernon Hills North Interceptor unless and until: 1) the Village shall have requested such service in writing, 2) such writing request is accompanied by a certificate of an independent engineer licensed to practice in the State of Illinois certifying that the "Committed Capacity" of the Libertyville WWTP is at or above 90 percent of the "Regulatory Capacity" of the Libertyville WWTP, as those terms are defined pursuant to IEPA regulations and the Village's NPDES permit for the Libertyville WWTP, and 3) the Village has paid to the County all then-applicable connection fees and other then-applicable charges charged to users of the County sewer system tributary to the County's Vernon Hills Water Reclamation Facility.

Following connection to the County's Vernon Hills North Interceptor, the Village shall be responsible for paying to the County all then-applicable sewer user fees charged to users of the County sewer system tributary to the County's Vernon Hills Water Reclamation Facility.

Nothing herein shall require the Village to use the County's Vernon Hills North Interceptor or the County's Vernon Hills Water Reclamation Facility as contemplated herein.

C. Septic and Land Treatment Systems. Notwithstanding anything to the contrary in this Agreement, a residential septic system serving only one detached single family dwelling on a lot of at least 40,000 square feet in area shall not be considered to be a Treatment facility for purposes of this Section. In addition, any existing septic systems serving nonresidential structures or residential structures for which certificates of occupancy have been issued prior to the date of this Agreement shall not be considered a Treatment facility for purposes of this Section; provided, however, that such existing septic systems (other than those serving only one detached single family dwelling on a lot greater than 40,000 square feet in area) shall not be replaced or repaired in a manner requiring a permit from the Lake County Board of Health unless there is no Sanitary Sewer within 250 feet of the property served by such septic system (or such

greater distance as may be established by regulation of the Lake County Health Department). In addition, the County shall not have an obligation to Transport Sewage to the Libertyville WWTP if treated by any other type of on-site treatment system for which required permits have been issued and maintained (including without limitation land treatment systems).

**2.5. Service Area Boundaries**

A. Extraterritorial Village Service. The Village shall not directly or indirectly deliver Sewage from any person, firm, municipality, or other governmental agency located outside the Village corporate boundary through the County Sewerage System, unless the County otherwise consents in writing.

B. County Service Within Village Limits. The County shall not directly or indirectly accept Sewage from any person, firm, municipality, or other governmental agency located within the Village corporate boundary other than through Village Sewerage System, unless the Village otherwise consents in writing.

C. Pre-Annexation Sewer Connections. To the extent that any person, firm, municipality, or other governmental agency is connected to the County Sewerage System and is subsequently annexed within the corporate limits of the Village, such person, firm, municipality, or other governmental agency shall remain a County Customer for purposes of this Agreement unless the County otherwise consents in writing.

D. Non-interference. Neither party shall interfere with the sewer planning activities in the other's service area in any way, including without limitation the filing of, or objection to, applications to amend the Illinois Water Quality Management Plan, unless requested to do so in writing by such other party to this Agreement; provided, however, that nothing in this Section 2.5.D shall be interpreted to limit either Party's right to take actions in furtherance of assuring compliance with the terms of this Agreement.



ARTICLE III

**CHARGES FOR VILLAGE SEWAGE TREATMENT**

**3.1. Libertyville WWTP Connection Charges**

A. In General. For every new County Customer hereafter connecting, either indirectly or directly, to the County Sewerage System and receiving Sewage Treatment services from the Libertyville WWTP, such County Customer shall deliver to the County for payment to the Village a Connection Charge in the amount and manner set forth in this Section 3.1. The Connection Charge for new County Customers shall not exceed 75% of the standard connection fee charged by the Village for new customers receiving collection, transport, and treatment services from the Village. The current connection charge for new Village customers is \$2,000 per RCE; therefore the current Connection Charge for County Customers is \$1,500 per RCE.

B. Basis for Assessing Connection Charges. Connection Charges shall be assessed against each County Customer on a per Residential Customer Equivalent (R.C.E.) basis. For purposes of determining the applicable Connection Charge, (i) all dwelling units, irrespective of size or type, shall be assessed as one R.C.E., and (ii) all non-residential uses shall be assessed based on the applicable sewer use coefficients indicated on Exhibit F to this Agreement as defined in Article 1.20 or as otherwise provided in Section 3.1.C.

C. Basis for Determining Connection Charges. As of the Effective Date of this Agreement, the basic Connection Charge shall be established based on the coefficients set forth in Exhibit F to this Agreement. The Connection Charge for any Customer whose use is not listed in Exhibit F shall be established by the mutual agreement of the Village and County based on the most analogous coefficients set forth in Exhibit F. The Village may adjust its per R.C.E. Connection Charge from time to time as the need arises consistent with this Section 3.1, but, unless the parties otherwise agree in writing, no such adjustment shall be effective as to any

County Customer until 90 days after the Village notifies the County of such adjustment.

D. Collection of Connection Charge. County Customers shall deliver to the County the Connection Charge per R.C.E. to be paid to the Village for Sewage Treatment services from the Libertyville WWTP at the time that such County Customers receive permits to connect to the County Sewerage System. On the 15<sup>th</sup> day following the end of each quarter, the County shall deliver to the Village such Connection Charges that it actually received on behalf of the Village from County Customers as of the end of the preceding quarter.

E. County Connection Charge. Nothing in this Agreement shall limit the County's ability to impose its own Connection Charges upon County Customers for Collection or Transport services.

### **3.2 Village Sewer User Fee**

A. In General. After the Effective Date of this Agreement, every County Customer receiving Treatment services from the Libertyville WWTP shall pay to the County for the benefit of the Village a Sewer User Fee in the amount and manner set forth in this Section 3.2. The Sewer User Fee for County Customers shall not exceed 75% of the standard sewer user fee charged by the Village for customers receiving collection, transport, and treatment services from the Village. The current sewer user fee charged by the Village for customers is \$27.73 per RCE per month; therefore the current the Sewer User Fee for County Customers shall be \$20.80 per RCE per month.

B. Basis for Assessing User Fees. Village Sewer User Fees shall be assessed against each County Customer on a flat rate basis. County Customers occupying dwelling units (or for which a certificate of occupancy has been issued for any such County Customer's premises) shall be deemed to utilize one (1) R.C.E. of Sanitary Sewer Service each month per dwelling unit, irrespective of actual size, type, occupancy, or use. Customers other than those occupying dwelling units shall be deemed to utilize Sanitary Sewer service each month in accordance with the following calculation:

$$(\text{Estimated P.E. of Customer}) \times \frac{1 \text{ RCE}}{2.5 \text{ P.E.}}$$

where the "Estimated P.E. of Customer" shall be based upon the sewer use coefficients as established in Exhibit F, but if the sewer use coefficients are not applicable to the Customer's proposed use, then the "Estimated P.E. of Customer" shall be based on the larger of either: (a) the estimate of P.E. reported in connection with any IEPA permit for such Customer; or (b) the standard P.E. coefficient as applied by the IEPA for persons having similar uses as the Customer.

To the extent that Sewer User Fees for non-metered Customers are expressed in units of cost per 1,000 gallons, an R.C.E. shall be deemed to equal 8,000 gallons per month.

C. Adjustments to Village Sewer User Fees. The Village may adjust its Sewer User Fees from time-to-time as the need arises provided the Sewer User Fees for County Customers shall not exceed 75% of the standard sewer use fee charged by the Village for customers receiving collection, transport, and treatment services from the Village. Unless the parties otherwise agree, no such adjustment shall occur more than once during any calendar year, and no such adjustment shall be effective until 90 days after the Village notifies the County of such adjustment.

D. Time for Payment. On the 15<sup>th</sup> day following the end of each quarter, the County shall deliver to the Village such Sewer User Fees that it actually received on behalf of the Village from County Customers as of the end of the preceding quarter.

E. County Sewer User Fees. Nothing in this Agreement shall limit the County's ability to impose its own Sewer User Fees upon County Customers for Collection or Transport services.

### 3.3. County Connection Charges

A. In General. For every new Village Customer hereafter connecting, either indirectly or directly, to the County Sewerage System, such Village Customer shall deliver to the Village for payment to the County a Connection Charge in the amount and manner set forth

in this Section 3.3. The current Connection Charge for Village Customers is \$1,200 per RCE.

B. Basis for Assessing Connection Charges. Connection Charges shall be assessed against each Village Customer on a per Residential Customer Equivalent (R.C.E.) basis. For purposes of determining the applicable Connection Charge, (i) all dwelling units, irrespective of size or type, shall be assessed as one R.C.E., and (ii) all non-residential uses shall be assessed based on the applicable sewer use coefficients indicated on Exhibit F to this Agreement as defined in Article 1.20 or as otherwise provided in Section 3.1.C.

C. Basis for Determining Connection Charges. As of the Effective Date of this Agreement, the basic Connection Charge shall be established based on the coefficients set forth in Exhibit F to this Agreement. The Connection Charge for any Customer whose use is not listed in Exhibit F shall be established by the mutual agreement of the Village and County based on the most analogous coefficients set forth in Exhibit F. The County may adjust its per R.C.E. Connection Charge from time to time as the need arises, but, unless the parties otherwise agree in writing, no such adjustment shall be effective as to any Village Customer until 90 days after the County notifies the Village of such adjustment.

Example #1 A customer intends to connect a 5000 square foot office building within the Libertyville Wholesale Sewer Service Area. The County connection charge is calculated as follows:

$$5000 \text{ sf} \times 0.1 \text{ gal/sf} / 250 \text{ gal/R.C.E.} \times \$1200 / \text{R.C.E.} = \$2400$$

Example # 2 A customer intends to connect a 100 seat non chain restaurant within the Libertyville Wholesale Sewer Service Area. The County connection charge is calculated as follows:

$$100 \text{ seats} \times 25 \text{ gal/seat} / 250 \text{ gal/R.C.E.} \times \$1200 / \text{R.C.E.} = \$12,000$$

D. Collection of Connection Charge. Village Customers shall deliver to the Village the Connection Charge per R.C.E. to be paid to the County for Sewage Transport services to the Libertyville WWTP at the time that such Village Customers receive permits to connect to the Village Sewerage System. On the 15<sup>th</sup> day following the end of each quarter, the Village shall deliver to the County such Connection Charges that it actually received on behalf of the County from Village Customers as of the end of the preceding quarter.

E. Village Connection Charge. Nothing in this Agreement shall limit the Village's ability to impose its own Connection Charges upon Village Customers for Collection or Transport services.

**3.4. County Sewer User Fee**

A. In General. After the Effective Date of this Agreement, every Village Customer receiving Treatment services from the County Sewerage System shall pay to the Village for the benefit of the County a Sewer User Fee in the amount and manner set forth in this Section 3.4. The Sewer User Fees for Village Customers shall be \$8.64 per RCE per month.

B. Basis for Assessing User Fees. County Sewer User Fees shall be assessed against each Village Customer on a flat rate basis. Village Customers occupying dwelling units (or for which a certificate of occupancy has been issued for any such Village Customer's premises) shall be deemed to utilize one (1) R.C.E. of Sanitary Sewer Service each month per dwelling unit, irrespective of actual size, type, occupancy, or use. Customers other than those occupying dwelling units shall be deemed to utilize Sanitary Sewer service each month in accordance with the following calculation:

$$(\text{Estimated P.E. of Customer}) \times \frac{1 \text{ RCE}}{2.5 \text{ P.E.}}$$

where the "Estimated P.E. of Customer" shall be based upon the sewer use coefficients as established in Exhibit F, but if the sewer use coefficients are not applicable to the Customer's proposed use, then the "Estimated P.E. of Customer" shall be based on the larger of either: (a) the estimate of P.E. reported in connection with any IEPA permit for such Customer; or (b) the standard P.E. coefficient as applied by the IEPA for persons having similar

uses as the Customer.

To the extent that Sewer User Fees for non-metered Customers are expressed in units of cost per 1,000 gallons, an R.C.E. shall be deemed to equal 8,000 gallons per month.

C. Adjustments to Village Sewer User Fees. The County may adjust its Sewer User Fees from time-to-time as the need arises, but, unless the parties otherwise agree, no such adjustment shall occur more than once during any calendar year, and no such adjustment shall be effective until 90 days after the County notifies the Village of such adjustment.

D. Time for Payment. On the 15<sup>th</sup> day following the end of each quarter, the Village shall deliver to the County such Sewer User Fees that it actually received on behalf of the County from Village Customers as of the end of the preceding quarter.

F. Village Sewer User Fees. Nothing in this Agreement shall limit the Village's ability to impose its own Sewer User Fees upon Village Customers for Collection or Transport services.

### **3.5. Records**

A. Each party shall establish and maintain at all times during the term of this Agreement permanent books and records of bills, invoices, rates, receipts, accounts receivable, quantities of flow, permits, and any other records relating to Sewage Treatment services, Connection Charges, Sewer User Fees, dating back not less than seven years (the "**Recordkeeping Data**"). Each party shall have the right to inspect and copy Recordkeeping Data of the other during normal business hours, and the parties hereby waive all copying and related costs.

### **3.6. Collection Efforts**

Each party assumes responsibility to collect and shall be responsible to take all steps to enforce collection of the payment of all Connection Charges and Sewer User Fees from its Customers provided for in this Agreement.

**ARTICLE IV**

**OWNERSHIP, MAINTENANCE, AND FPA AMENDMENTS**

**4.1. County Ownership and Maintenance**

The County shall retain ownership of the County Sewerage System and of all its component parts and of all other facilities and Sanitary Sewers that it now owns, or that it may in the future construct, or of which it may in the future accept dedication from the Village or from any other person or entity. The County shall maintain and operate the County Sewerage System in accordance with all applicable laws, ordinances, and regulations and shall bear all risk of loss or damage to said system, all at its sole cost. It is contemplated that the County will need to rehabilitate the County interceptor and appurtenances thereto that are tributary to the Libertyville WWTP during the term of this Agreement and that a significant portion of the Sewer User Fees charged hereunder will be utilized to perform the interceptor rehabilitation. Further, as owner of the interceptor sewer, the County has the responsibility to make needed repairs and refurbishment when necessary.

**4.2. Village Ownership and Maintenance**

The Village shall retain ownership of the Libertyville WWTP and to the Village Sewerage System but shall have no rights, title, or interest whatever in the County Sewerage System or in any other facilities that the County may construct or accept dedication from any person or entity. The Village shall maintain and operate the Libertyville WWTP and the Village Sewerage System in accordance with all applicable laws, ordinances, and regulations and shall bear all risk of loss or damage to said System, all at its sole cost.

**4.3. FPA Amendments**

In order to promote sound public sewer planning and the efficient and economical use of Village Sewerage System and the County Sewerage System pursuant to this Agreement:

- a. The County agrees that it shall not object to and shall support any application by the Village to amend the Illinois Water Quality Management

Plan and/or the Areawide Water Management Plan for Northeast Illinois to provide sewer treatment service to the Village VHTP Diversion Service Area through the Vernon Hills Treatment Plant in accordance with the terms of this Agreement.

- b. Neither the Village nor the County shall file or support any application to amend, and the County and the Village shall undertake joint and cooperative action to oppose and object to any petition to amend, the Illinois Water Quality Management Plan or the Areawide Water Quality Management Plan for Northeastern Illinois (i) so as to change any of the boundaries of the Southeast Central Lake FPA with respect to any property in the Village Service Area or County Service Area in any manner that is inconsistent with this Agreement; or (ii) so as to prevent the Village and the County from serving the Village Service Area or the County Service Area, as either exists on the Effective Date of this Agreement and as either may be modified pursuant to this Agreement, in the manner provided by this Agreement.

## ARTICLE V

### RECONCILIATION OF FEES OWED

5.1 Reconciliation and Mutual Release. The Village and County acknowledge that certain sewer user fees and connection fees contemplated to be paid under terms of the 1977 Agreement were not remitted after the expiration of the 1977 Agreement and further acknowledge that the parties have in good faith attempted to reach a full, final and equitable reconciliation of amounts owed for sewer services provided since the date of the expiration of the 1977 Agreement. To that end, and as a final and full settlement and accord and satisfaction between the parties for sewer user fees and connection fees relating to the sewer services provided prior to the effective date of this Agreement within the Southeast Central Lake FPA, the County agrees to pay to the Village, within 60 days of the effective date of this Agreement, the sum of \$375,000.

In exchange for payment of said sum, and in consideration of the execution of this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby release each other, and each other's officers, employees, agents, representatives and employees, from any and all claims or causes of action they may have against the other for monies due or owing, arising out of or relating to the 1977 Agreement or



sewage collection, transport, or treatment services provided within the Southeast Central Lake FPA prior to the date of this Agreement.

## ARTICLE VI

### OTHER CONTRACTS AND SERVICE

#### **6.1. County Rights**

Except as expressly limited by Sections 2.1 and 2.5 of this Agreement, the County reserves the right to contract with other persons, natural or corporate, private or public, located outside the Village Service Area to perform services similar to those to be performed under this Agreement.

#### **6.2. No Third Party Beneficiaries**

Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights.

#### **6.3. Acknowledgements**

The parties acknowledge and agree that: (i) neither party acts or operates as a public or private utility; (ii) neither party acts or operates in a business or proprietary capacity in providing Sanitary Sewer pursuant to this Agreement; (iii) neither party by this Agreement, or its performance pursuant to this Agreement, holds itself out as offering to, or is under any obligation to, provide Sanitary Sewer to any property other than as expressly set forth in the Agreement and the Pre-Existing County Sewerage Agreements; and (iv) the sole obligations to provide Sanitary Sewer Service to Customers within the Southeast Central Lake FPA is the contractual obligation set forth in this Agreement and the Pre-Existing County Sewerage Agreements.

**ARTICLE VII**

**LEGAL RELATIONSHIP AND REQUIREMENTS**

**7.1. Entire Agreement**

This Agreement supersedes and repeals all prior negotiations, representations, and agreements between the parties hereto, including, without limitation, the 1977 Agreement, and there are no representations, covenants, promises, or obligations not contained in this Agreement, including Exhibits attached hereto, that form any part of this Agreement or upon which either of the parties is relying in entering into this Agreement.

**7.2. Recitals and Exhibits**

All of the recitals in this Agreement and Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

**7.3. Amendments**

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written consent of both of the parties hereto, as expressed by a resolution duly adopted by their respective corporate authorities. An amendment shall not extend the term of this Agreement unless the amendment specifically states that the term of the contract is to be changed.

**7.4. Waivers**

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived is set forth specifically in a written document executed by a duly authorized representative of such party. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

**7.5. Interpretation and Severability**

It is the intent of the parties that this Agreement be construed and interpreted so as to

preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, including Exhibits A through F, inclusive, the provision that best promotes, and reflects the intent of the parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

**7.6. Regulatory Bodies**

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto and 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.

**7.7. Successors; Assignment**

This Agreement, and all of its covenants, rights, and obligations, shall extend to, bind, and inure to the benefit of the County and to the Village, and to their respective successors, officers, and officials. Except as otherwise expressly provided in this Agreement, neither the County nor the Village shall: (a) assign this Agreement in whole or in part; (b) assign any of their respective rights or obligations under this Agreement; or (c) assign any payment due or to become due under the terms and conditions of this Agreement, without the prior express written consent of the other party, which consent may not be unreasonably or arbitrarily be withheld.

**7.8. Effective Date and Term**

This Agreement shall be in full force and effect and binding on the parties hereto for twenty (20) years from and after the Effective Date set forth hereinabove

**7.9. Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested,

postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

County of Lake  
18 North County Street  
Waukegan, Illinois 60085  
Attn: County Board Chairman

and

Lake County Department of Public Works  
650 Winchester Road  
Libertyville, Illinois 60048  
Attn: Director

For notices and communications to the Village:

Village of Libertyville  
118 W. Cook Avenue  
Libertyville, Illinois 60048  
Attn: Village Administrator

By notice complying with the foregoing requirements of this Section 7.9, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of such a change shall be effective until actually received. Notwithstanding the foregoing, bills and invoices may be sent by regular mail instead of certified or registered mail.

**7.10. Execution in Counterparts**

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, taken together, constitute the Agreement.

**7.11. Enforcement**

The parties hereto may in law or in equity enforce or compel the performance of this Agreement, and shall otherwise have all remedies provided by applicable federal, state, and local laws, ordinances, rules, regulations, and codes.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the date first above written.

**COUNTY OF LAKE**

**VILLAGE OF LIBERTYVILLE**

By: *Suzi Schmidt*  
Suzi Schmidt  
Chairman, Lake County Board

By: *[Signature]*  
President

**ATTEST:**

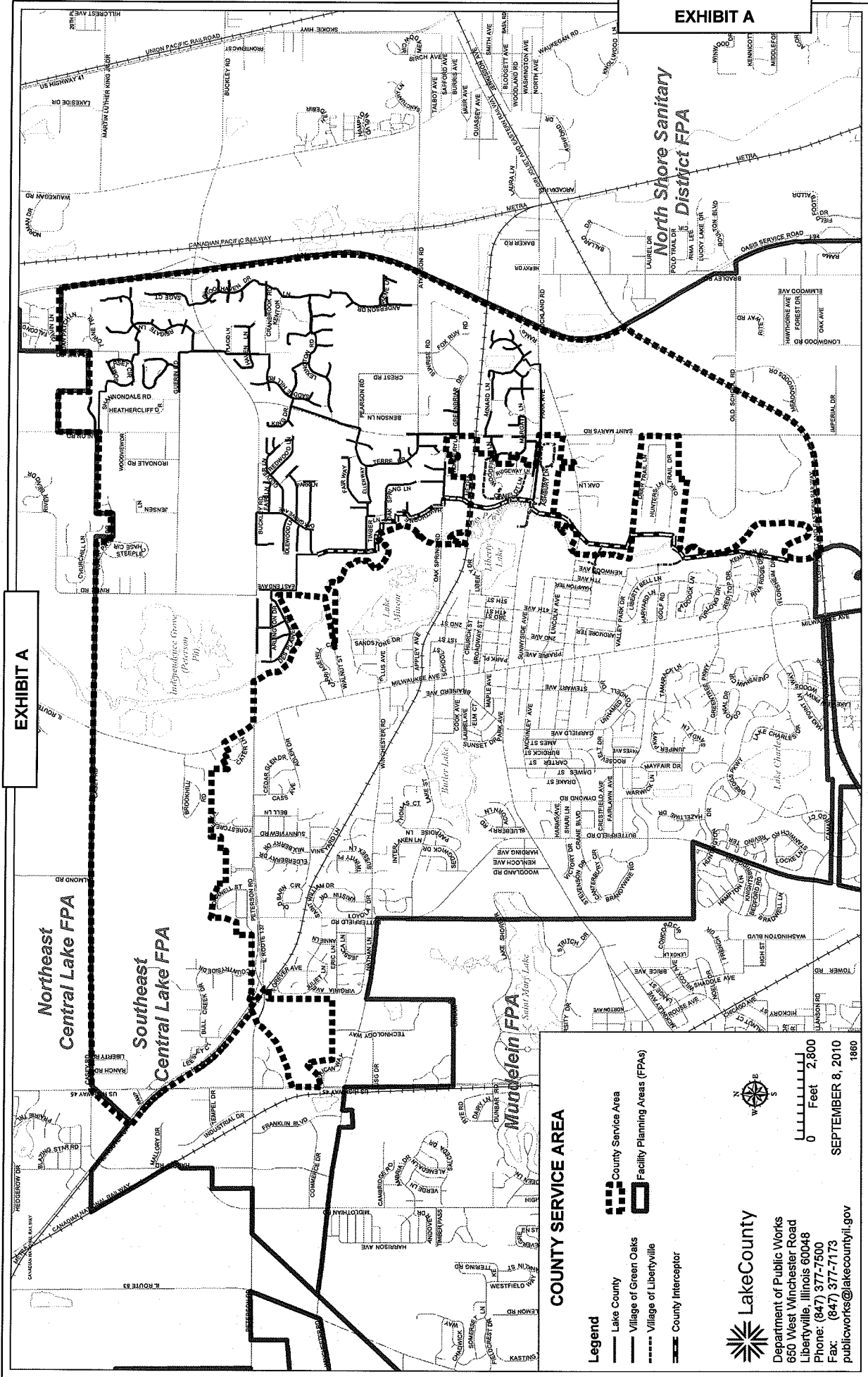
**ATTEST:**

*Willard R Helander*  
Willard Helander  
County Clerk

*Karin J Bowers, Deputy*  
Village Clerk

(SEAL)

(SEAL)



**COUNTY SERVICE AREA**

**Legend**

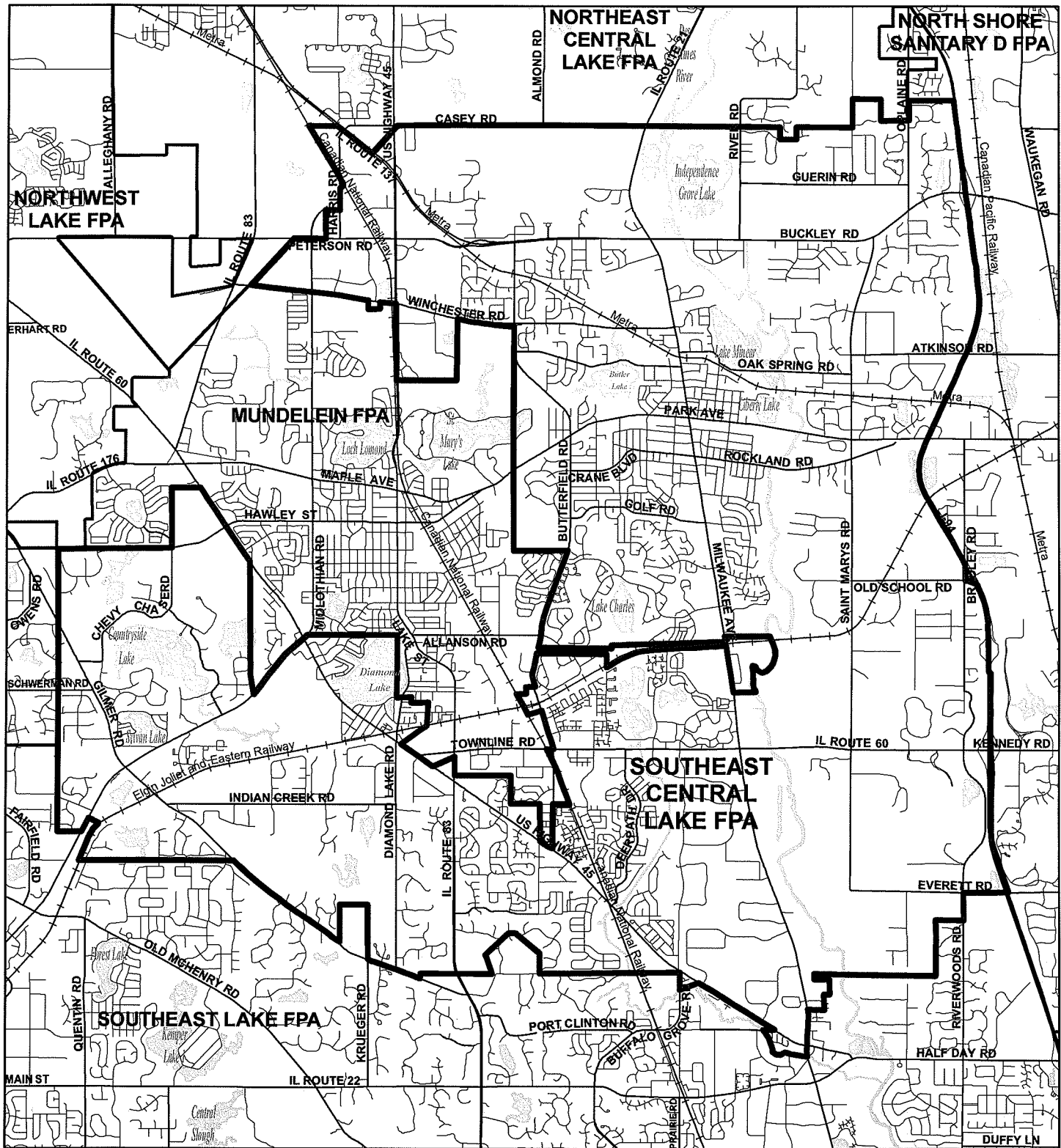
- Lake County
- Village of Green Oaks
- Village of Libertyville
- County Interceptor
- County Service Area
- Facility Planning Areas (FPAs)

**Lake County**  
 Department of Public Works  
 660 West Winchester Road  
 Libertyville, Illinois 60048  
 Phone: (847) 377-7500  
 Fax: (847) 377-7173  
 publicworks@lakecountyil.gov

Scale: 0 to 2,800 Feet

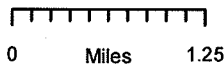
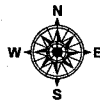
SEPTMBER 8, 2010 1860

**EXHIBIT B  
SOUTHEAST CENTRAL LAKE FPA**

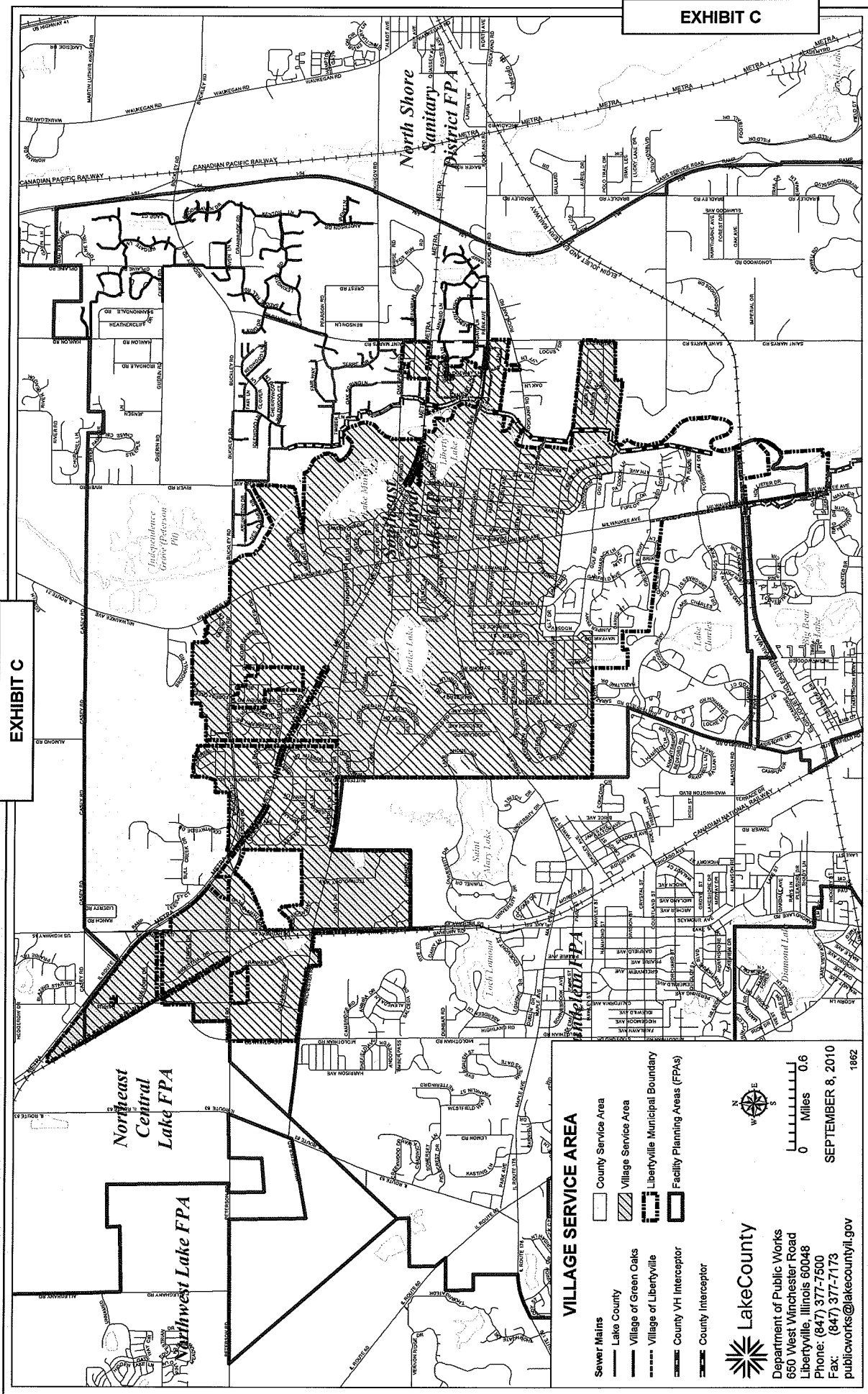


**LakeCounty**

Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 Phone: (847) 377-7500  
 Fax: (847) 377-7173  
 publicworks@lakecountyil.gov



SEPTEMBER 8, 2010



**VILLAGE SERVICE AREA**

- Sewer Mains
- Lake County
- Village of Green Oaks
- Village of Libertyville
- Libertyville Municipal Boundary
- County VH Interceptor
- County Interceptor

**Facility Planning Areas (FPAs)**

- Northwest Lake FPA
- Northeast Central Lake FPA
- North Shore Sanitary District FPA
- Village of Green Oaks

**Scale:** 0 to 0.6 Miles

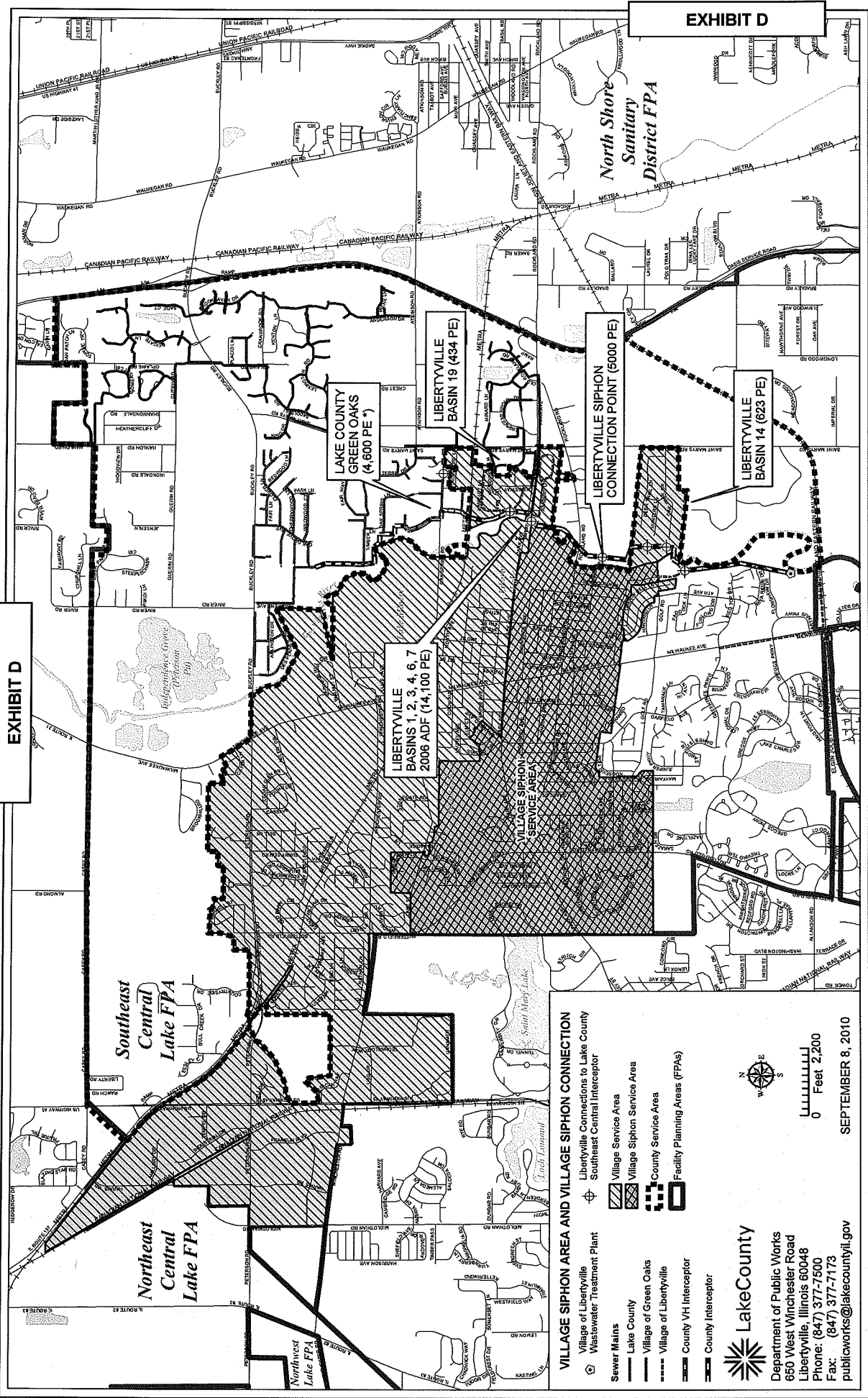
**DATE:** SEPTEMBER 8, 2010

**1862**

**Lake County**  
 Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 Phone: (847) 377-7500  
 Fax: (847) 377-7173  
[publicworks@lakecountyil.gov](mailto:publicworks@lakecountyil.gov)



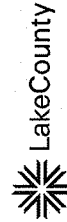
EXHIBIT D



**VILLAGE SIPHON AREA AND VILLAGE SIPHON CONNECTION**

Libertyville Connections to Lake County  
 Southeast Central Interceptor

- Sewer Mains
- Lake County
- Village of Green Oaks
- Village of Libertyville
- County YH Interceptor
- County Interceptor
- Village Siphon Service Area
- Village of Green Oaks
- Village of Libertyville
- Facility Planning Areas (FPAs)

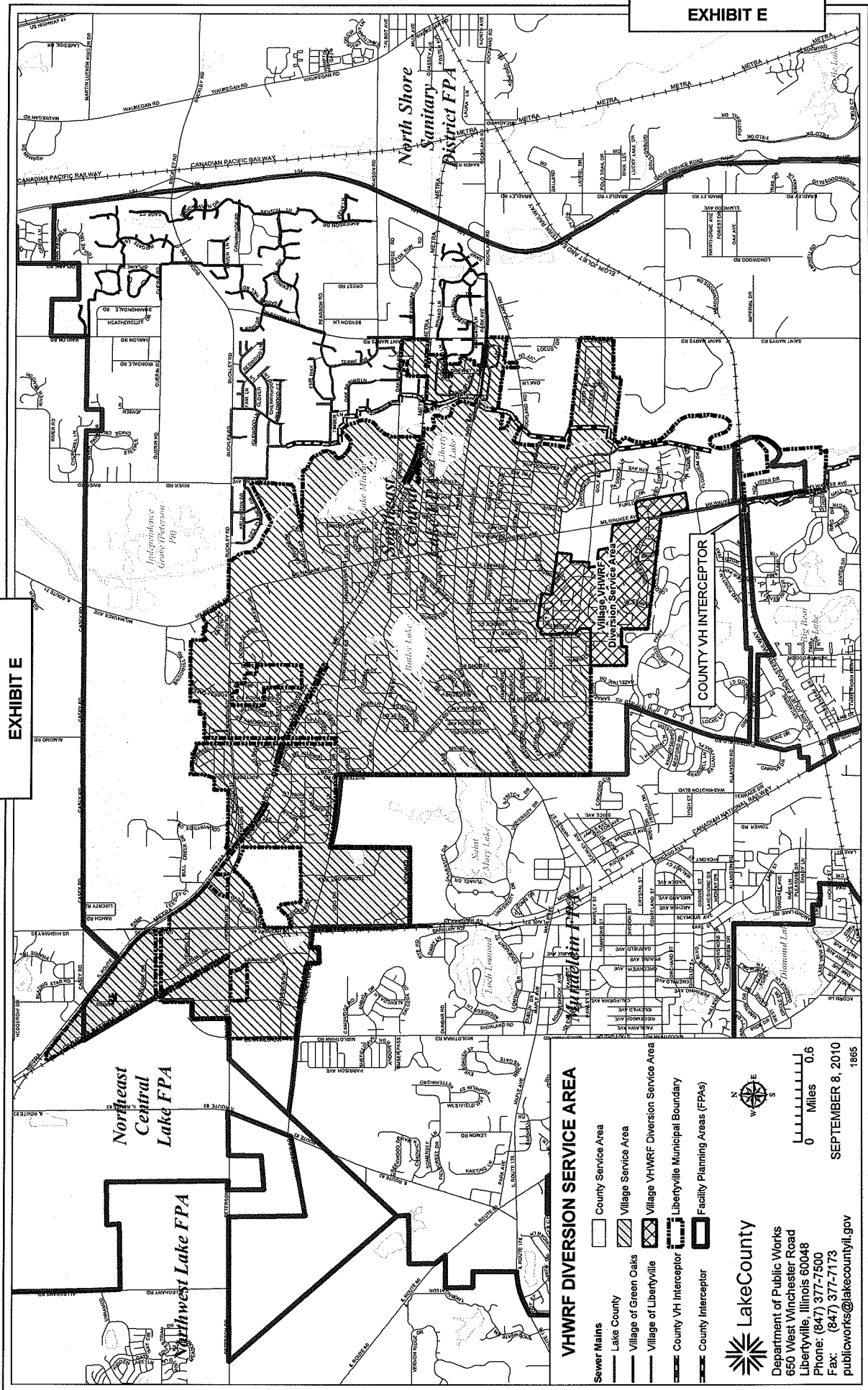


Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 Phone: (847) 377-7500  
 Fax: (847) 377-7173  
 publicworks@lakecountyil.gov



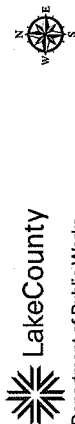
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SEPTEMBER 8, 2010

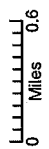


**VHWRF DIVERSION SERVICE AREA**

- County Service Area
- Village of Green Oaks
- Village of Libertyville
- Village VHWRF Diversion Service Area
- County VH Interceptor
- County Interceptor
- Libertyville Municipal Boundary
- Facility Planning Areas (FPAs)



**Lake County**  
 Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 Phone: (847) 377-7500  
 Fax: (847) 377-7173  
[publicworks@lakecountyil.gov](mailto:publicworks@lakecountyil.gov)



SEPTEMBER 8, 2010  
 1885

**EXHIBIT F**

**Schedule of Sewer Use Coefficients**

Use	Coef.	GPD per
Auto Dealer	0.14	square ft
Bank	0.1	each
Barber Shop	54.6	barber chair
Beauty Shop	269	station
Bowling Alley	133	Alley
Bus - Rail Depot	3.33	square ft
Car Wash	4.78	square ft
Church	5	seat
College Residence	106	student
Dentist / Doctor	0.3	square ft
Fraternal Organization	0.3	square ft
Extended Stay - Motel Style	0.256	square ft
Extended Stay - 2 BR	250	unit
Extended Stay - 3 BR	250	unit
Firehouse	25	person per shift
Gas/Food w/o Car Wash	400	facility
Golf-Swim Clubs	0.5	square ft
Grocery	0.1	square ft
Hospitals	346	bed
Hotels	0.256	square ft
Institution 1 Bedroom	200	unit
Institution 2 Bedroom	250	unit
Jail & Prison	133	person
Laundromat	175	machine
Laundry	0.253	square ft
Medical Offices	0.3	square ft
Motel	0.256	square ft
Night Club / Tavern	1.33	person / capacity
Nursing Home	125	bed
Office, Large > 10,000 sf	0.1	square ft
- additional use	0.03	square ft mechanical space
- additional use	25	cafe seat
Office, Small ≤ 10,000 sf	0.1	square ft
Office, Old <sup>1</sup>	0.142	square ft
Pool outdoor	2.5	resident / member/patron
Professional Bldg	0.1	square ft
Restaurant, Drive-In	109	car stall
Restaurant, Non Chain	25	seat
Restaurant, Large Chain	2000	unit
Restaurant, Small Chain	625	unit
Retail > 100,000 sf	0.05	square ft
Retail ≤ 100,000 sf	0.10	square ft
School, High <sup>2</sup>	5-7	student
School, Elementary <sup>2</sup>	2.5 - 3.5	student
Service Station	0.251	inside square ft
Theaters	3.33	seat
Warehouses	0.025	square ft plus office
Health Club	0.5	square ft.

*General Note:* Connection fees will be based on numbers indicated here or some other agreed upon amount.

*Footnote 1:* Old Offices have not been modernized with modern water saving fixtures and may include toilet facilities that use greater than 1.6 gallons per flush.

*Footnote 2:* IEPA permits may require higher coefficients.