



# Lake County Illinois

## Legislation Text

File #: 10-0590, Version: 1

Joint resolution approving an Intergovernmental Agreement between Lake County and the Solid Waste Agency of Lake County.

- The Solid Waste Agency of Lake County approached Lake County to initiate discussions regarding “untangling” the collection and transfer of the Affected Area Compensation Fee that is collected by SWALCO and then transferred to Lake County and the local surcharge fee that is collected by Lake County and a portion is then transferred to SWALCO.
- The key terms of the intergovernmental agreement are as follows: SWALCO will collect 75% of the local surcharge (\$0.9525) and Lake County/Health Department 25% (\$0.3175). If the local surcharge limit of \$1.27 per ton is lowered or raised by legislation the collection ratio would continue to be 75/25. If this ratio is no longer considered appropriate the parties may agree to alter it.
- SWALCO will receive approximately \$1,866,221 of the surcharge balance and Lake County/Health Department will retain \$1,100,000 in the County’s Solid Waste Management Tax Fund.
- Any new host fees received from other waste management facilities in Lake County would be split 75 % to SWALCO and 25% to the County. This would not apply if the County was the siting authority for a pollution control facility as these will be negotiated on a case-by-case basis.
- Any new statutorily authorized fees would also be split using the 75/25 ratio. The two 1994 intergovernmental agreements that SWALCO and Lake County entered into will be voided.

### **INTERGOVERNMENT AGREEMENT BY AND BETWEEN THE COUNTY OF LAKE**

**AND**

### **THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS**

**THIS Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010** by and between the County of Lake (hereinafter “Lake County”) and the Solid Waste Agency of Lake County, Illinois (hereinafter “SWALCO”).

**WHEREAS** Lake County, SWALCO and the Lake County Health Department, Population Health Services (hereinafter referred to as the “Health Department”) which is a department of Lake County, Illinois, all have a common interest in the safe and efficient operation of the treatment, storage and/or disposal of municipal waste within the corporate limits of Lake County, Illinois; and

**WHEREAS** Lake County has imposed a fee pursuant to the authority granted to it by 415 ILCS 5/22.15(j) upon the permanent disposal of solid waste within Lake County (currently \$1.27/ton and/or \$0.60/cubic yard for landfills receiving in excess of 150,000 cubic yards of non-hazardous waste in a calendar year; hereinafter referred to as the “Statutory Fee”); and

**WHEREAS** the use of such monies is limited by said statute to certain environmental purposes, including but not limited to the planning and implementation of solid waste plans and for the implementation of a solid waste inspection, investigation and enforcement program; and

**WHEREAS** Lake County has deposited the Statutory Fees it has received into the Solid Waste

Management Tax Fund which as of November 30, 2009 had an approximate balance of \$2,966.221.00; and

**WHEREAS** SWALCO has been delegated the responsibility by the Lake County Board to create, update and implement the Solid Waste Plan for Lake County (hereinafter referred to as the "Plan") as required by the Solid Waste Planning & Recycling Act (415 ILCS 15/1 *et seq.*); and

**WHEREAS** Lake County has previously entered into a Delegation Agreement with the Illinois Environmental Protection Agency for joint and cooperative solid waste management site inspection, investigation and enforcement (the "Inspection and Enforcement Program"); and

**WHEREAS** Lake County and the Health Department have entered into an intergovernmental agreement providing that the Health Department will implement the Inspection and Enforcement Program; and

**WHEREAS** Lake County has previously used the Statutory Fees collected pursuant to 415 ILCS 5/22.15(j) to fund the creation, updating and implementation of the Plan by SWALCO and the implementation of the Inspection and Enforcement Program by the Health Department; and

**WHEREAS** Lake County and SWALCO have previously entered into intergovernmental agreements providing for the (a) transfer of Affected Area Compensation fees received by SWALCO from the disposal of solid waste at the Zion Landfill and the Countryside Landfill to Lake County, and (b) for the transfer of certain Statutory Fees received by Lake County from the disposal of solid waste at the Zion Landfill and the Countryside Landfill to SWALCO, said Agreements having respective effective dates of January 26, 1994 and July 7, 1994; and

**WHEREAS** SWALCO and Lake County desire that each entity impose and collect the portion of the Statutory Fee as allocated below in this Agreement; and

**WHEREAS** the Host Agreement between Veolia ES Zion Landfill, Inc., Lake County and SWALCO dated January 28, 2010 and amended on \_\_\_\_\_, 2010 provides that the host fees under the Agreement are paid directly to Lake County; and

**WHEREAS** Lake County and SWALCO desire to have all host fees received from the operation of the Zion Landfill and the Countryside Landfill to be paid directly to Lake County, and

**WHEREAS** Lake County has requested that part of the Statutory Fees collected be used to support in whole or in part the Health Department's Inspection and Enforcement Program; and

**NOW THEREFORE**, in consideration of the foregoing and the covenants contained herein, the parties agree as follows:

1. That this Agreement is effective only upon the amendment of the Lake County Solid Waste Management Tax Ordinance authorizing Lake County to collect the Statutory Fee (pursuant to 415 ILCS 5/22.15(j)) from the permanent disposal of solid waste and the corresponding passage of an ordinance by SWALCO imposing such a fee within the boundaries of Lake County, Illinois. SWALCO shall be permitted to collect a maximum amount of seventy-five per cent (75%) of the permitted Statutory Fee. Lake County shall be permitted to collect a maximum amount of twenty-five per cent (25%) of the permitted Statutory Fee.
2. SWALCO shall either direct or cause to be transferred any host agreement (Affected Area Compensation) fees that it receives from the operation of the Countryside Landfill, as identified above, to Lake County upon the effective date of this Agreement.
3. That the Intergovernmental Agreement dated January 26, 1994 by and between the County of Lake and the Solid Waste Agency of Lake County, Illinois regarding the Zion Landfill shall become void and of no further effect upon the effective date of this Agreement.

4. That the Intergovernmental Agreement dated July 7, 1994 by and between the County of Lake and the Solid Waste Agency of Lake County, Illinois regarding the Countryside Landfill shall become void and of no further effect upon the effective date of this Agreement.
5. The parties agree that the fund balance of the Solid Waste Management Tax Fund in the approximate amount of \$2,966,221.00, as of November 30, 2009, shall be distributed as follows: Lake County Health Department - \$1,100,000.00; the Solid Waste Agency of Lake County, Illinois - the balance. Once said Fund is distributed, each party shall have sole access and control over its share of the Fund, however all Funds will be used in compliance with 415 ILCS 5/22.15(j). Any Solid Waste Management Tax Funds and any interest accumulated since December 1, 2009 shall be divided with Lake County receiving twenty-five per cent (25%) and SWALCO receiving seventy-five per cent (75%).
6. The parties agree that any host fee monies received from new facilities (facilities other than those identified in this Agreement) that treat, handle or dispose of waste, including but not limited to solid waste, special waste, hazardous waste, landscape waste, construction or demolition debris, recyclables, and/or food scraps, and that are located within the boundaries of Lake County shall be divided such that SWALCO receives seventy-five per cent (75%) of the host fee and Lake County shall receive twenty-five per cent (25%), except when Lake County is the siting authority for a request for local siting of a Pollution Control Facility, as defined by the Illinois Environmental Act. In such cases SWALCO and Lake County shall each negotiate separately any host fees.
7. The parties agree that new statutorily authorized fees received from facilities that treat, handle or dispose of waste, including but not limited to clean fill, solid waste, special waste, hazardous waste, landscape waste, construction or demolition debris, recyclables, and/or food scraps, and that are located within the boundaries of Lake County shall be divided such that SWALCO receives seventy-five per cent (75%) of the statutorily authorized fee and Lake County shall receive twenty-five per cent (25%).
8. After three (3) years of the effective date of this Agreement, the parties will in good faith engage in the renegotiation of the allocation of the Statutory Fee and new host fees. Further that this Agreement, and specifically the percentage amounts regarding the allocation of the Statutory Fee and new host fees, may be amended only upon the mutual consent of the parties.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2010

Attest: Solid Waste Agency of Lake County, Illinois

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: The County of Lake, State of Illinois

By: \_\_\_\_\_

Title: \_\_\_\_\_