



**AGREEMENT TO ACCEPT
ENVIRONMENTAL REMEDIATION
WASTEWATERS**

THIS AGREEMENT, dated as of _____, by and between the North Shore Water Reclamation District, hereinafter called the “District” and _____ hereinafter called the “Customer,” such Agreement being identified as ERW- _____ - _____.

WITNESSETH:

WHEREAS, pursuant to the District Act (sec. 276, 99 et. seq., Chap. 42 IL Rev. Statutes), the Board of Trustees of the District is empowered to pass all necessary Ordinances, rules and regulations for the proper management and conduct of the business of the District, and

WHEREAS, the District has been requested to accept wastewaters in the form of leachate, wastewaters from Superfund sites, contaminated stormwater runoff and wastewater from surface and below ground water treatment discharges all to be known as Environmental Remediation Wastewater (ERW), and

WHEREAS, the portion of such wastewaters received from Superfund and other environmental remediation sites that would be delivered to the District by truck, rail or dedicated pipeline is a hazardous waste under Federal regulations, and as such would not be accepted by the District, and

WHEREAS, before acceptance of such contaminated wastewaters via conveyance by the sewer system, the District requires written assurances from the USEPA and IEPA, as necessary, that such wastewaters are included within the Domestic Sewage Exclusion, and,

WHEREAS, all wastewaters received under this Agreement must be in compliance with District local limits and must not be deemed hazardous according to the RCRA TCLP test, and

WHEREAS, rates established pursuant to this Agreement are intended to be in lieu of certain rates and charges and to affect other rates and charges established by District ordinances, and

WHEREAS, the District has no legal obligation to accept such wastewaters, but as a service to the Customer has voluntarily agreed to do so;

NOW THEREFORE it is hereby agreed between the District and the Customer as follows:

ARTICLE I:

DISTRICT TO ACCEPT CUSTOMER'S ERW

The District voluntarily agrees to accept such ERW as may be conveyed to it by the Customer through the sewerage works of the District and limited to the location(s) specified in the attached wastewater Discharge Control Document (DCD), which is hereby made a part of this Agreement. Such acceptance is conditioned on the premise that the Customer is and fully remains in compliance with the terms of this Agreement, the attached DCD, and all other applicable requirements of the District's Ordinance Relating to Sewers and Sewer Systems, in force and effect from time to time.

ARTICLE II:

CONNECTION PERMITS

A connection permit shall be obtained from the District to uncover, make any connection with, or opening into, alter or disturb any sanitary sewer or appurtenances tributary to the facilities of the District, or for the enlargement of an existing connection by greater than 15 PE. The connection permit and DCD must be issued by the District before any ERW may be discharged. The Customer is also responsible for obtaining any required permits from any other agencies, including the Illinois Environmental Protection Agency.

A connection fee shall be assessed in conjunction with the connection permit. It is understood by the District that Environmental Remediation projects tend not to be permanent projects but instead usually last from only days to several years. Since the normal connection fee is based on the premise that a connection will be a permanent one (i.e., 20 year life), the District recognizes that an adjustment of the fee determination process is in order. Therefore, as a clarification of the Ordinance Relating to Sewers and Sewer Systems, the District will determine the Customer's connection fee as follows.

For ERW discharges with a duration of less than one year, the connection fee shall be based on 4 PE multiplied by the current charge per PE as established by the District's Ordinance Establishing The Fees and Charges Of the North Shore Water Reclamation District.

For ERW discharges with a duration of one year or greater, a preliminary connection fee shall be assessed based on the following formula:

Preliminary Connection Fee = Current Connection Fee x (length in years Agreement to be in effect ÷ 20 years) x 1.5

Upon termination of the Agreement, the final Connection Fee will be determined based on the following formula:

Final Connection Fee = Current Connection Fee x (length in years Agreement in effect ÷ 20 years)

If the final connection fee is different than the preliminary connection fee originally paid, either a supplemental amount will be assessed or a rebate issued, as the case may be.

Both the preliminary and final connection fees shall be calculated based upon the current charge per PE in force at the time that the preliminary fee is calculated, as established by the District's Ordinance Establishing the Fees and Charges of the North Shore Water Reclamation District, however, the minimum fee to be charged shall be based on 4 PE multiplied by the current charge per PE. The length of years that the Agreement is in effect shall be rounded to the nearest year in calculating both the preliminary and final connection fees.

ARTICLE III: METERING AND SAMPLING

The Customer is required to meter the discharge. The meter and its installation must be approved by the District but paid for by the Customer. Upon approval of the installation, the meter will be sealed by the District and an initial reading taken. The District shall thereafter have the right to inspect the meter and to take periodic readings.

The District also reserves the right to determine the frequency of sampling the discharge, which will be communicated to the Customer. The District also reserves the right to change the frequency based on such factors as whether the Customer appears to have exceeded the discharge limits specified in the DCD.

ARTICLE IV: ERW ADMINISTRATIVE FEE

The District and the Customer both recognize and agree that a significant amount of District staff time may be spent on determining the contents of the DCD, issuing a connection permit, and subsequent to signing this Agreement, in administering the Agreement. Both parties further recognize that the amount of time spent is not necessarily related to the volume of ERW discharged. Therefore, the Customer agrees to pay an administrative fee as per the schedule in the Ordinance Establishing the Fees and Charges of the North Shore Water Reclamation District, and further that it is a **Class**_____ discharger according to the list of classification definitions attached and made a part of this Agreement, said class being the one that best describes the Customer.

ARTICLE V: ERW VOLUME FEE

The Customer agrees to pay the District a fee, called the ERW Volume Fee, at the rate per gallon for each gallon of such wastewaters delivered to the District as per Article I, as per the rate listed in the Ordinance Establishing the Fees and Charges of the North Shore Water Reclamation District.

ARTICLE VI: SAMPLING AND ANALYTICAL FEES

The Customer agrees to pay all required sampling and laboratory analytical fees for any samples and tests authorized by the District at the industrial rates in effect at the time the work was done according to the schedules in the Ordinance Establishing the Fees and Charges of the North Shore Water Reclamation District.

ARTICLE VII: VIOLATION SURCHARGE

Upon the recommendation of the Executive Director, the Board of Trustees may agree that the Customer has violated the discharge limits contained in the DCD.

Upon this finding, the Board of Trustees shall have the power to unilaterally increase the rate described in Article V by a factor of 50% for all ERW discharged on or after such determination has been made. District Staff has the authority to require the discharge to cease after a violation of the provisions within the DCD. The increased fee will be effective upon resuming of the discharge.

ARTICLE VIII: ERW OUT-OF-DISTRICT FEE

Any ERW originating or discharged at a location that is outside the legal boundaries of the District shall be invoiced at twice the rate per gallon described in Article V.

ARTICLE IX: INVOICING OF FEES

The connection fee relating to the connection permit shall not be invoiced but shall be fully paid before the permit is issued. Likewise, the ERW administrative fee shall not be invoiced but shall be fully paid before this Agreement is executed and the DCD issued. All other fees shall be invoiced monthly and shall be due 30 days upon issuance of the invoice. The invoice shall be sent to the name and address appearing in the DCD unless the Customer so specifies otherwise in writing. The District shall have the right to take any steps it deems necessary, and which it would for any other customer, to collect any amount past due. It shall also have the right to terminate and/or suspend the Agreement as per the terms of Article X.

ARTICLE X: SUSPENSION AND TERMINATION OF THE AGREEMENT

The District and the Customer may terminate this Agreement at any time by written notice.

ARTICLE XI: HOLD HARMLESS CLAUSE

The Customer agrees to indemnify, defend and hold harmless the District from any and all claims, causes of action and the like, including attorney fees, arising out of this Agreement and the actions of the Customer hereunder.

ARTICLE XII: VALIDITY

The validity of any article, clause, sentence, or provisions of this Agreement shall not affect the validity of any other part of this Agreement which can be given effect without such invalid part or parts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, thereunto duly authorized and their corporate seals to be hereunto affixed, the day and year first above written.

CUSTOMER: _____

NORTH SHORE WATER RECLAMATION DISTRICT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

ATTEST: _____

TITLE: _____

TITLE: _____