

A G R E E M E N T

By and Between The

EAST SIDE LEVEE AND SANITARY DISTRICT,  
St. Clair and Madison Counties, Illinois

And

The City of Madison, Madison County, Illinois

This agreement, made and entered into this \_\_\_\_\_ day of November, 1964, by and between The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois, (hereinafter called the District) and the City of Madison, Madison County, Illinois, (hereinafter called the City).

WITNESSETH:

WHEREAS, The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois, a municipal corporation, under an Illinois Sanitary Water Board Order dated June 5, 1962, has been directed to discontinue the discharge of untreated domestic sewage, industrial and other wastes into the Mississippi River, on or before December 31, 1963, from trunk sewers, main sewers and drainage canals owned and/or operated by the District, unless adequate treatment works are under construction on or before said date and thereafter properly completed, pursuant to the Federal and State program for abating the pollution of the Mississippi River; and

WHEREAS, it is the intention of the Board of Trustees of The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois, a municipal corporation, to construct and acquire a sewage treatment system and to extend and improve the existing system as hereinafter described, and to maintain and operate same sewage system to serve the Lansdowne Trunk Sewer and the outlet sewers of the cities of Madison and Venice in The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois; and

WHEREAS, the boundaries of the locality to be served by the facilities included in this project consist of the boundaries of the areas as follows: All of the cities of Madison and Venice in Madison County, Illinois; all of Sections 1, 2, 11, and 12 in Stites Township, St. Clair County, Illinois, except those portions lying within the limits of the City of East St. Louis, Illinois; all of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 21, and 22 of Canteen Township, St. Clair County, Illinois that lie within the boundaries of The East Side Levee

and Sanitary District, except those portions lying within the limits of the City of East St. Louis, Illinois; and

WHEREAS, the Board of Trustees of The East Side Levee and Sanitary District has approved a recommendation to the District by the engineering firm of Horner & Shifrin, St. Louis, Missouri, of the possible rates to be charged to users of the sewerage system and improvements and extensions thereof; and

WHEREAS, the proposed sewage treatment facility and associated sewerage facilities will consist of structures to be constructed of concrete and materials having a life expectancy well in excess of the 50 years and will include the following:

1. A primary sewage treatment plant which will be located on part of Lots No. 35 and 39 in fractional section 12, Township 2 North, Range 10 West of the Third Principal Meridian on land included within the U.S. Survey No. 626.
2. An interceptor sewer extending from the vicinity of the City of Madison stormwater pumping station to the vicinity of the City of Venice storm water pumping station, which will intercept dry weather sewage flow from the Madison sewer and discharge said sewage to the forebay of a new sewage pumping station to be built on Bremen Avenue in the City of Venice, Illinois.
3. A pumping station on Bremen Avenue in the City of Venice, Illinois, which will pump the dry weather sewage flow discharged from the Cities of Madison and Venice through a force main to the proposed sewage treatment facilities.
4. A force main between the new pumping station to be constructed under this project on Bremen Avenue in the City of Venice, Illinois, to the proposed new sewage treatment facilities located as described herein.
5. An interceptor sewer in the City of Fairmont City, Illinois, which will intercept dry weather sewage flow from certain industries within Fairmont City and which will serve as the future outlet for presently unsewered areas within said Fairmont City.
6. Certain sewers within the City of Venice which will function to separate storm drainage from dry weather sewage flow, thereby allowing the dry weather sewage flow to be intercepted for treatment in the proposed treatment facilities.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by and between the Parties hereto as follows:

Section 1. Sewer Service.

The District agrees to accept from the City of Madison all of its sanitary

sewage and industrial wastes and to treat and dispose of same; provided that such sanitary sewage and industrial wastes shall originate within the area as defined and made a part hereof and; provided further that sanitary sewage and industrial wastes shall be of such standard character and quality as at all times complies fully with the requirements fixed by the District in its rules and regulations establishing the standard, character and quality of sanitary sewage and industrial wastes which may be accepted for treatment and disposal. Preliminary standards have been set (Exhibit A attached) and are hereby made a part of this Agreement.

### Section 2. Construction of Facilities.

The District agrees to proceed promptly with the construction and acquisition of the facilities necessary to the performance of their obligations hereunder. The District will make a diligent effort to have the facilities completed so as to furnish services to the City on or before July 1, 1966. The District shall not be liable to the City for any damages occasioned by delay in the commencement of such services to the City. After service is first tendered to the City the District shall, subject to other terms and conditions of this Agreement, continually hold itself ready, willing and able to supply such service to the City.

The District agrees to use its best efforts to obtain the necessary permits; materials and labor supplies, and to borrow funds and issue revenue bonds therefor. It is expressly understood and agreed however that any obligations on the part of the District to complete the facilities and provide the services to the City shall be conditioned upon the following:

- a. Receiving the necessary permits from the Sanitary Water Board of the State of Illinois.
- b. Sale and delivery of bonds in an amount to assure construction and acquisition of the additions, extensions and improvements.
- c. The ability to obtain all necessary material, labor, and equipment necessary for completion of the facilities.

### Section 3. Pretreatment.

The City agrees that all of its sanitary sewage and industrial wastes which do not fully comply as to standard, character and quality with the District's rules and regulations establishing the standard, character and quality of such sewage and wastes which may be introduced into the District facilities, will be treated by the City to the extent necessary to effect such compliance prior to introduction of sanitary sewage and industrial wastes to the District's system. The District shall have the right to inspect plants and buildings and to take samples of the

sewage discharges.

Section 4. Other Treatment Facilities.

The City agrees that all sanitary sewage and industrial wastes originating within the area defined herein which the District facilities will effectively treat, will be introduced into the District facilities during the term of this agreement and that during the term of this Agreement, the City will not construct or cause to or permit or consent to the construction of sewage treatment and disposal facilities of any kind or nature within the jurisdiction of the City, provided however that if at any time the District is incapable of treating and disposing of the volume of such sanitary sewage and industrial wastes of the City this provision shall not prohibit or prevent the City from constructing sewage treatment and disposal facilities or making other necessary arrangements to provide for the treatment and disposal of such sanitary sewage and industrial wastes in excess of the amount which the District can adequately treat and dispose of, provided further however that the City shall first advise the District in writing six months prior to the commencement of construction of any City sewage treatment facilities, and the District shall refuse within ninety days of receipt of such notice to increase the capacity to the extent necessary to provide for the treatment and disposal of such excess sanitary sewage and industrial wastes. Nothing herein contained shall prohibit the City from constructing sewage treatment and disposal facilities or making other necessary arrangements for the treatment and disposal of sanitary sewage and industrial waste as required by Section 3.

Section 5. Mandatory Connections.

The City hereby agrees that a City ordinance shall require all residences, commercial establishments and industrial plants and all persons producing domestic sewage or industrial wastes to connect to the City system for treatment by the District facilities where feasible and reasonable considering location. The City ordinance shall further provide a maximum time limit of 6 months for connection after the sewerage facilities become available to the user.

Section 6. Service Charges.

The District has approved the recommendation of the Engineers for the District of the rates to be charged the users of the District system, its improvements and extensions, which are:

Cubic Feet of Water  
Per Month

Rate

Accounts using less than  
500 cubic feet per month

\$1.15 per month (minimum)

<u>Cubic Feet of Water Per Month</u>	<u>Rate</u>
Accounts using 500 cu. ft. and less than 800 cu. ft. of water per month	\$1.55 per month
Accounts using 800 cu. ft. and less than 1,100 cu. ft. of water per month	\$2.10 per month
Accounts using 1,100 cu. ft. of water per month and over	\$2.10 per month

Plus \$0.16 per 100 cu. ft. for  
all water used in excess of 1,100  
cu. ft. and not more than 5,000 cu.  
ft.

Plus \$0.14 per 100 cu. ft. for all  
water used in excess of 5,000 cu. ft.  
and not more than 10,000 cu. ft.

Plus \$0.115 per 100 cu. ft. for all  
water used in excess of 10,000 cu.  
ft. and not more than 20,000 cu. ft.

Plus \$0.095 per 100 cu. ft. for all  
water used in excess of 20,000 cu. ft.  
and not more than 40,000 cu. ft.

Plus \$0.08 per 100 cu. ft. for all  
water used in excess of 40,000 cu. ft.  
and not more than 70,000 cu. ft.

Plus \$0.07 per 100 cu. ft. for all  
water used in excess of 70,000 cu. ft.  
and not more than 100,000 cu. ft.

Plus \$0.06 per 100 cu. ft. for all  
water used in excess of 100,000 cu. ft.  
and not more than 150,000 cu. ft.

Plus \$0.045 per 100 cu. ft. for all  
water used in excess of 150,000 cu. ft.

Each residential and commercial unit in a multi-unit structure shall be considered one unit for the application of these charges.

The City covenants and agrees to collect and promptly pay to the District the charges set forth above or as revised. These charges are for District sewage disposal services only and are in addition to any other charges set by the City.

It is mutually understood and agreed by and between the parties hereto that the foregoing charges include an allowance for the costs of billing and collection of the service charges, which would be incurred if the City of Madison contracts with the District or other agency to bill and collect the charges herein referred to. However, should the City of Madison have available the means of billing and collecting said charges and if said City should elect to make said collections and billings for said charges—thereby resulting in a less cost to the District, the District hereby agrees and covenants with said City that a reasonable allowance mutually agreed upon shall be made to the City for the costs of billing and collecting aforesaid.

Section 7. Service Charge Revisions.

The rates herein stated may be changed by the District in the event that such existing and effective rates are not sufficient to cover all expenses of the District system including maintaining and operating treatment and disposal facilities and terms of the District Revenue Bond Ordinance. The District shall provide a minimum of ninety days prior written notice of an adjustment of its rates. If requested, the District will assist the City in any reasonable manner to obtain adjustments in affected rates established by the City.

Section 8. Delinquencies.

Payments shall be due and payable each month on or before thirty days after the date billed. Payment by the City to the District shall discharge the City of any further obligation with respect to such payment.

In the event the City shall fail to make payment within the time herein specified, ten per cent of the amount due shall be added as liquidated damages to cover the additional cost and expense incurred by the District in the collection of delinquent accounts.

In addition to the aforementioned damages in the event that the City shall fail to make any payment within the time herein specified, interest on such amount shall accrue at the rate of 6% per annum from the date such payment becomes due until paid in full with interest. In the event such payment is not made within 60 days from the date such payment becomes due, the District may at its option then discontinue all sewerage service to the City until the amount due the District is paid in full with interest.

Section 9. Lien.

Payments declared in default under the terms of this contract shall be subject to the imposition of a lien or liens under ordinary process of law against any individual property owner benefitted by the service, who is in default of payment. The City agrees to impose the charges as fixed by this Agreement to use all diligence in collecting said charges and upon collection to make payments to said District, and further said City does covenant to use diligence in the enforcement and collection of said charges, including the enforcement of its lien against any individual property owner in default. It is agreed that the rate ordinance to be adopted by the City will provide that the Owners of the premises, occupant thereof, and the user of the service shall be jointly and severally liable to pay for the service.

Section 10. Restrictions.

The plans, specifications and engineers data for any collection system to be installed by the City must first receive the approval of the Sanitary Water Board of the State of Illinois in order to insure that the collection system will be of a proper type and prevent unreasonable groundwater infiltration. Said plans and specifications shall be submitted to the District before construction and the District shall have the right to inspect the installation and construction of the collection system and to require that the work be done in accordance with the plans and specifications as approved.

Certain wastes which by composition or concentration are detrimental to the sewage system or treatment processes shall not be included in the terms of this contract. Unacceptable wastes shall be as designated by the District in Exhibit A attached hereto which may be amended by the District from time to time.

Sewage flow shall be limited to the used water supply of the structure attached to the system and shall specifically exclude any ground, surface or storm waters except those permitted by infiltration under the standards of the Sanitary Water Board of the State of Illinois.

It is further mutually understood and agreed that dry weather sewage flow presently collected by the existing combined sewers may be intercepted for treatment. Any excess flow beyond the peak daily dry weather flow will be by-passed directly to the Mississippi River.

Section 11. Point of Delivery.

The City shall deliver all sanitary sewage to be treated to the trunk sewer of the District leading to the sewage treatment facilities wholly at the City's cost. Other point or points of reception may be agreed upon by the District and the City by amendments to this contract.

Section 12. Excessive Infiltration.

Should it be found that excessive ground water infiltration is present in the sewage system of the City the City covenants that it will take the necessary corrective measures to remove said excessive infiltration from said system. Should the City fail to take such corrective measures the District may levy a surcharge to accommodate any additional costs resulting from the excessive flow into the District trunk line.

Section 13. Commencement.

The date that the District places into operation the sewage treatment

facilities, or April 1, 1966, whichever occurs first, shall be considered the date that the service was initially rendered.

Section 14. Liabilities.

The District agrees to operate and maintain treatment and disposal facilities which will be adequate and sufficient to treat and dispose of all sanitary sewage and industrial wastes under the conditions set forth in Exhibit A collected and brought to the point of delivery by the City. The operation and maintenance of such facilities shall be at the District's sole cost except as herein specified.

Section 15. Term of Contract.

The contract shall continue in full force and effect for 40 years or until terminated by mutual consent and agreement unless otherwise limited by applicable laws in which event it shall automatically be extended for like periods to the maximum term permitted. Termination shall be by written agreement of both parties hereto. In no event shall termination be prior to the full life of any revenue bonds issued by the District and applicable to this area.

Section 16. Modification.

Except as herein provided, this contract may be changed or modified only upon mutual consent. Such change or modification may be requested by either party, in which event a meeting of the representatives of both parties shall be held not less than 90 days after giving them a written notice, at which meeting the requested changes or modifications shall be considered and discussed. Rate changes shall not be made except under the provisions of Section 7. The original purchaser of any bonds issued to carry out the financing of the facilities covered in this Agreement shall also be notified by written notice and shall, at his discretion, be represented at any such meeting or meetings.

Section 17. Arbitration.

In the event of a dispute on any point herein or any proposed change or modification, with the exception of points of law, each party hereto shall select a representative competent in the field involved. The representatives so selected shall select a third competent person mutually agreeable. The Board so formed shall rule upon the merits of the disputed point and the decision so reached by the majority of the Board shall be binding on both parties hereto.

Section 18. Severability.

Should any part, term, or provision of this contract be declared illegal by the courts or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.



Section 19. Assignment.

This contract shall inure to and be binding on the successors and assigns of the parties hereto provided that no assignment shall be made by either party without the express consent and approval of the other party.

IN WITNESS WHEREOF, the District and the City of Madison have caused this instrument to be executed, seals affixed hereunto where needed, and attested or witnessed where necessary, all as of the day and year first above written.

THE EAST SIDE LEVEE AND SANITARY DISTRICT,  
ST. CLAIR AND MADISON COUNTIES, ILLINOIS

By *Theresa Foley*  
President

ATTEST:  
*Dee Foley*  
Clerk

(SEAL)

CITY OF MADISON

By *Stephen Marcus*  
Mayor

ATTEST:  
*Perry Luv*  
City Clerk

(SEAL)

RESOLUTION NO.542

WHEREAS, a proposed agreement by and between The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois, and the City of Madison, Madison County, Illinois was proposed, a copy of which is to this Resolution attached and by reference incorporated herein as a part hereof; and

WHEREAS, it is to the best interest of The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois, that said agreement by and between The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois and the City of Madison, Illinois be approved.

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of The East Side Levee and Sanitary District that the agreement by and between The East Side Levee and Sanitary District, St. Clair and Madison Counties, Illinois and the City of Madison aforesaid be and the same is hereby approved; and

BE IT FURTHER RESOLVED that the President and the Clerk be and they are hereby authorized to endorse the approval of The East Side Levee and Sanitary District on said Agreement pursuant to this Resolution.

This Resolution presented 4<sup>th</sup> day of November, 1964.

Passed 4<sup>th</sup> day of November, 1964.

THE EAST SIDE LEVEE AND SANITARY DISTRICT,  
ST. CLAIR AND MADISON COUNTIES, ILLINOIS

By   
President

ATTEST:

  
Clerk

(SEAL)