

**GRAVITY SEWER LINE OVERSIZING, PAYMENT AND CAPACITY AGREEMENT  
BETWEEN THE VILLAGE OF SHOREWOOD AND THE CITY OF JOLIET**

**WHEREAS**, on or about the 13<sup>th</sup> day of September 2011, the Village of Shorewood (“Village”) and the City of Joliet (“City”) entered into an Amended and Restated Intergovernmental Agreement Between the City of Joliet and the Village of Shorewood for Waste Water Treatment Services (the “IGA”), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, on or about the 21st day of March 2023, the Village and the City entered into a “Transfer Agreement for the Transfer and Assignment of a Certain Easement/Right-of-way and Sewer Line Pursuant to an Intergovernmental Agreement” (the “Transfer Agreement”), a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, the Transfer Agreement provided Joliet would require that the Developer construct the “Lasser Diversion Sewer” as defined and depicted in the Transfer Agreement; and

**WHEREAS**, the IGA provides for a “Future Connection” as depicted on Exhibit A to the IGA to allow Shorewood an Additional Point of Connection to the “Joliet Interceptor”; and

**WHEREAS**, the Village has requested that a portion of the Lasser Diversion Sewer be oversized from a twelve (12”) inch sewer to a thirty (30”) inch sewer in order to accommodate a future force main connection to manhole 11 on the Rock Run Interceptor as depicted on Exhibit C; and

**WHEREAS**, the oversizing of the Lasser Diversion Sewer will be done for approximately four hundred fifty (450’) feet of the Lasser Diversion Sewer in the area depicted on Exhibit C attached hereto and incorporated herein (the “Oversized Line”); and

**WHEREAS**, the cost associated with the Oversized Line is One-Hundred Thirty Thousand (\$130,000) Dollars (the “Oversizing Cost”); and

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES HERETO BE IT AGREED AS FOLLOWS:

**SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS**

The foregoing recitals constitute an expression of the intent of the Parties regarding the formation of this Agreement and are hereby incorporated herein by reference. Similarly, any exhibit attached hereto and referred to herein as an exhibit shall be incorporated herein by reference as if fully set forth and repeated.

**SECTION 2. PAYMENT OF OVERSIZING COST**

The Village shall pay the City the Oversizing Cost (\$130,000.00) when the Oversized Line is complete and accepted by the City.

**SECTION 3. CAPACITY**

The Village is currently entitled to the Shorewood Capacity (8 MGD) in the Lasser Diversion as set forth in the Transfer Agreement and the overall capacity in the Joliet Westside Wastewater Treatment Plant of 4.08 MGD. Those capacity limits shall neither be diminished or increased by this Agreement. Upon payment of the Oversizing Costs to the City, the City shall reserve an additional 13.8 MGD (Peak Flow) in the Oversized Line for the sole and exclusive use of the Village (the “Additional Line Capacity”). The Additional Line Capacity shall not be utilized by the City without an amendment of this Agreement. The Village shall not exceed the overall capacity of 4.08 MGD at the Joliet Westside Wastewater Treatment Plant by utilizing the capacity in the Oversized Line without an amendment of the IGA.

**SECTION 4. EXISTING AGREEMENTS**

Except as herein specifically set forth all existing terms of the IGA and the Transfer Agreement shall remain in full force and effect.

**SECTION 5. TERM**

The term of this Agreement shall run concurrently with the term of the IGA.

**SECTION 6. EFFECTIVE DATE**

This Agreement will be effective upon the date of execution.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF JOLIET

VILLAGE OF SHOREWOOD

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its President

ATTEST

ATTEST

By \_\_\_\_\_  
Its Clerk

By \_\_\_\_\_  
Its Clerk

**AN AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND  
THE VILLAGE OF SHOREWOOD FOR WASTEWATER TREATMENT SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT**, is made and entered into this 13 day of September, 2011, by and between the **CITY OF JOLIET**, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Joliet"), and the **VILLAGE OF SHOREWOOD** an Illinois municipal corporation (hereinafter known as "Shorewood").

**WITNESSETH**

**WHEREAS**, Joliet is the owner and operator of wastewater treatment and trunk line facilities in and around the City of Joliet, Illinois, and has capacity available as herein set forth to provide treatment for a portion of Shorewood's wastewater at the Joliet West Side Wastewater Treatment Plant; and

**WHEREAS**, Shorewood desires wastewater service from Joliet to treat the wastewater collected within portions of the corporate limits of Shorewood by Shorewood's collection system; and

**WHEREAS**, on February 28, 1990 the Shorewood and Joliet entered into an intergovernmental agreement entitled "*Agreement Between the City of Joliet and the Village of Shorewood for Wastewater Treatment Services*" (the "1990 Agreement"); and

**WHEREAS**, the 1990 Agreement was amended on May 20, 1991 (the "1991 Amendment"); and

**WHEREAS**, the 1990 Agreement was again amended on August 4, 1992 (the "1992 Amendment"); and



**WHEREAS**, on May 5, 2003 Joliet and Shorewood entered into a certain intergovernmental agreement dealing with the construction of additional treatment capacity at the Joliet West Side Wastewater Treatment Plant (the "2003 Agreement"); and

**WHEREAS**, on February 21, 2006 Joliet and Shorewood entered into an amendment to the 2003 Agreement (the "2006 Amendment"); and

**WHEREAS**, Joliet and Shorewood now desire to further amend and restate the 1990 Agreement to include as applicable the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment; and

**WHEREAS**, the 1990 Agreement, the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment are collectively referred to as the "Prior Agreements"; and

**NOW, THEREFORE**, in consideration of foregoing premises and mutual promises, agreements and covenants hereinafter made, it is mutually agreed, between Joliet and Shorewood as follows:

I. **DEFINITIONS**

All words, unless otherwise specified herein shall be defined as in the Code of Ordinances of Joliet as in effect on the date of this Agreement or as hereinafter amended.

II. **JOLIET TO PROVIDE WASTEWATER TREATMENT SERVICES**

(a) **Provision of Treatment Services**

Shorewood agrees to transmit, and Joliet agrees to treat, subject to the capacity

limits and other terms and conditions set forth in this Agreement, all wastewater originating in that portion of the Joliet Facilities Planning Area located within the corporate limits of Shorewood (the "Shorewood Service Area").

The foregoing notwithstanding, Joliet will only be required to accept wastewater from the Shorewood Service Area that meets the requirements of Joliet, State or Federal regulations for use of Joliet sewers.

(b) Extraterritorial Service

Joliet and Shorewood shall each limit sewer service west of Interstate 55 to land located within their respective corporate limits. Joliet shall not be required to provide service within the Shorewood Service Area to any territory that is not located within the corporate limits of Shorewood. Joliet's obligation to provide wastewater treatment services is wholly subject to Shorewood's compliance with this Agreement.

The flow from the "Phelps" parcel as was described in Exhibit 1 to the 1990 Agreement shall be considered a part of Shorewood's total permitted flow to Joliet.

(c) Responsibility to Prevent Improper Discharges into Joliet's System

Shorewood shall effectively prohibit and exclude from that portion of its sanitary sewer system tributary to Joliet the following: (1) any wastes which may directly or indirectly impair the structural durability of the Joliet conveyance system, or its hydraulic functions; (2) wastes which may have deleterious effect on the Joliet wastewater treatment plant structures or processes; (3) wastes whose pollutional effects are not effectively altered by ordinary treatment processes and whose presence in the receiving stream would violate State or Federal water quality standards; (4) wastes whose presence in the sewers would create a hazard to public health and safety; (5) wastes

which are prohibited by any State or Federal statute, rule or regulation; and (6) wastes from property located outside the corporate limits of Shorewood.

As to the Shorewood Service Area, Shorewood shall be subject to the same ordinances and regulations regarding unacceptable waste discharges as Joliet now imposes, or may in the future impose, upon the users of the Joliet sewer system, and it shall not be a Shorewood defense to any legal action by Joliet against Shorewood that any of the aforementioned materials were introduced into its system by a third party or parties without Shorewood's knowledge or consent. Shorewood alone shall be liable to Joliet for any surcharges for unacceptable waste discharges from Shorewood's system into Joliet's system. The Rules and Regulations of service established by Shorewood shall contain the same provisions regarding unacceptable discharge as Joliet now imposes or may, in the future, impose upon the users of Joliet's system, and shall provide that Shorewood shall impose a surcharge upon the users of Shorewood's system regarding unacceptable waste discharged into Shorewood's system.

Joliet agrees to notify Shorewood in writing, of any proposed ordinances or regulations which would change, alter or amend the current Joliet ordinances and regulations regarding unacceptable waste discharges so as to enable and permit Shorewood to be heard by the Joliet administration and/or City Council before the adoption of any such ordinances or regulations. Joliet shall be required to notify Shorewood as soon as possible after any such proposals are formulated and in no event at least 15 days before any hearings to be conducted on such proposals before the City Council.

(d) Testing

Joliet shall be authorized to inspect, monitor, sample and test all industrial sewer users within the Shorewood Service Area and also at Shorewood's wet well at its Pumping Stations. Joliet shall notify Shorewood of all sampling and testing conducted at the Pumping Station pursuant to this paragraph sufficiently in advance to permit representatives of Shorewood to be present at the time such sample or testing is conducted. Joliet shall test the quality of sewage by collecting 24 hour composite samples or grab samples which shall be taken from the Shorewood's wet well and from all industrial sewer users in Shorewood. These samples may be analyzed by Joliet with copies of the analyses sent to Shorewood. Analyses shall be performed at a frequency of once a month unless determined by the Joliet Director of Public Utilities to be needed more frequently because of the risk that the sewage delivered to Joliet by Shorewood is likely to violate relevant ordinances and regulations of Joliet. If analyzed by Joliet, Shorewood shall pay the following charges to Joliet for analyses each time performed:

|                           |             |
|---------------------------|-------------|
| Sampling Charge           | actual cost |
| B.O.D. Analysis           | actual cost |
| Suspended Solids Analysis | actual cost |
| pH Determination          | actual cost |
| All Other Tests           | actual cost |

Should any analysis show that any of Shorewood's discharges or industrial discharges into the Joliet System are in non-compliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood shall

immediately upon written notice from Joliet take all steps necessary to re-establish compliance. Such notice shall not preclude any other remedy to secure compliance available to Joliet under this Agreement, or in law or at equity.

(e) Establishing Base Line Application

Shorewood agrees that prior to accepting wastewater to be treated by Joliet from any discharger that would exceed 50,000 gallons per day or from any user that would discharge non-compatible pollutants or be classified as industry, Shorewood will advise Joliet so that Joliet may obtain a base line application for the proposed user. This base line application will be used for determining the impact of the proposed user on the system, the pretreatment necessary, if any, and for establishing the criteria for the discharge permit that Joliet is required to issue to any industrial discharger. Users of the Shorewood system at the time of connection must provide the base line report, install the necessary pretreatment and demonstrate compliance with Joliet's requirements prior to Shorewood's discharging that new user's wastewater to the Joliet system.

III. INTERCONNECTION FACILITIES

(a) Pumping Stations

Shorewood has constructed a sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to Joliet's system (the "Seil Road Pumping Station"). The Seil Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

Shorewood has also constructed an additional sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to the Joliet

system (the "Mound Road Pumping Station"). The Mound Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

The Mound Road Pumping Station is connected to the Joliet system by an existing gravity sewer main currently owned, operated and maintained by Shorewood located between the east line of Interstate 55 and the Rock Run Interceptor, approximately one third mile north of Interstate 80 (the "Lasser Sewer"). Shorewood shall transfer to Joliet all right, title and interest Shorewood may have in and to the Lasser Sewer and the right of way in which it is located. Provided, however, Shorewood shall retain the right to construct another sanitary sewer line parallel to the Lasser Sewer within the Lasser Sewer easement/right-of-way (the "Additional Lasser Sewer"). The Additional Lasser Sewer shall be permitted to connect to the City's Rock Ruin Interceptor at the location specified in Exhibit "A". The Additional Lasser Sewer shall be transferred by Shorewood to Joliet in accordance with the procedures set forth in this sub-paragraph for the Lasser Sewer. Such transfers shall be made free and clear of any encumbrances, lien or other adverse claim of right. The transfers required by this sub-paragraph shall be made within thirty (30) days of Joliet's written request.

Joliet and Shorewood recognize that Joliet shall have the right to modify or relocate the Lasser Sewer and the Additional Lasser Sewer at Joliet's sole cost and expense, provided such modification or relocation shall not cause an interruption or degradation in service to Shorewood.

Shorewood hereby releases Joliet from any responsibility or liability in connection with the relocation and modification of the sewer line and related equipment and

appurtenances known in the Prior Agreements as the Additional Rock Run Interceptor on account of the elevation of the Interstate 55/Illinois Route 59 interchange.

(b) Connection Points

The connection points to the Joliet System shall be:

- (1) At manhole No. 1-41 on the Rock Run Interceptor (County Farm Road);
- (2) At manhole No. 1-23 on the Rock Run Interceptor (I-80);
- (3) The Black Road Pumping Station;
- (4) At the first sanitary sewer manhole north of US Route 52 lying approximately 260 feet west of the west line of the east half of the southeast quarter of Section 10 in Township 35 North in Range 9 East;
- (5) At the first manhole north of the intersection of Deer Run Trail and the existing I-55 Frontage Road;
- (6) At the private service connection for the former Amoco Service Station;
- (7) At manhole No. 1-\_\_ on the Rock Run Interceptor (Lasser Sewer).
- (8) At the location specified in Exhibit "A" for the Additional Lasser Sewer

Except as otherwise stated in this Agreement, Joliet acknowledges receipt of the connection charges for each of these connection points for the treatment capacities specified in the Prior Agreements. No other connection points or additional treatment capacity shall be allowed without approval from Joliet. The parties acknowledge that in the event Shorewood purchases capacity at the Aux Sable Wastewater Treatment Plant as hereafter provided that a connection point will be required to facilitate the capacity.

**IV. MEASUREMENT OF SHOREWOOD'S WASTEWATER FLOW**

(a) Metering Devices

To measure the volume of wastewater discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet, accurate metering devices acceptable to Joliet shall be provided and maintained by Shorewood at all operational Pumping Stations.

These metering devices shall be equipped with remote registering and recording mechanisms which indicate the rate of flow and which measure and totalize the quantity of wastewater passing through the meter.

(b) Shorewood's Expense for Construction and Maintenance

These sewage metering devices shall be provided and maintained or replaced by Shorewood at its expense.

(c) Joliet Approval of Placement and Construction

The type and location of the sewage meters and all plans and specifications and details pertinent thereto shall be subject to the written approval of Joliet. Joliet shall not unreasonably withhold its approval.

(d) Reading and Recording

The reading and recording of results of the metering devices shall be done by Joliet and Shorewood.

(e) Shorewood Maintenance Responsibility

Shorewood shall continuously maintain and operate the metering devices and cause same to be promptly repaired or replaced at its sole expense. In addition, Shorewood shall repair or replace the metering devices upon written notice from Joliet.

(f) Annual Testing

The sewage metering devices used to measure the volume of wastewater



discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet shall be tested for accuracy by a third party qualified or certified by the manufacturer of said device no less frequently than annually at Shorewood's expense. Shorewood shall supply copies of test results to Joliet prior to each annual anniversary date of this Agreement.

(g) Access, Testing and Calibration

(1) Either party shall have the right of access to the metering devices and recording instruments for the purpose of making accuracy or calibration tests. Such tests shall be made only after giving the other party five (5) days prior written notice of the time and place that the tests are to be performed.

(2) If tests indicate that a metering device has not properly measured the volume of sewage through the meter, a reasonable adjustment of the measured sewage flow and past billings shall be made by Joliet by comparing the metered daily average flow to the annual average daily flow and the average daily flow for the same time period in the previous year. The flow to be billed shall be adjusted to the greater of the annual average flow and the flow for the previous period. The billings shall be adjusted for the time periods as follows:

(a) If the daily meter readings indicate a sudden failure of the meter to accurately measure the flow, that is, an identifiable increase or decrease in average daily measurements, flows shall be adjusted for the time period from the date of the failure until the date the repairs are completed.

(b) If no identifiable failure time can be established, flows shall be adjusted for a period beginning thirty (30) days prior to the annual testing or of either

party giving notice of the need for metering adjustments and ending with the date repairs are completed.

**V. CHARGES, RATES, NOTICE AND PAYMENT**

**(a) Charges (Other Than Connection Charges)**

(1) Shorewood shall pay to Joliet a Monthly Sewer Service User Charge based on Shorewood's metered water sales to customers in the Shorewood Service Area plus fourteen hundred cubic feet (14 HCF) for each residential sewer-only user. All non-residential users shall be metered. The sewer service user charge shall be calculated by multiplying the total of the metered water sales to customers plus the usage for sewer-only customers by the then current Joliet sewer-use rate for customers outside the city limits of Joliet. This sewer-use rate shall be calculated by adding the sewer-use rate for customers inside the City of Joliet to the additional rate for sewage usage for users outside the City.

(2) In the event that the total quantity of sewage transmitted to the Joliet system, as measured by the sewage metering devices at the Seil Road Pumping Station, the Mound Road Pumping Station and any other metering devices the parties may hereafter install, in any month exceeds a monthly peak factor times the average of the monthly quantities measured by the sewage metering device for the preceding six months, the Monthly Sewer Service User Charge shall be increased. The increase in the Monthly Sewer Service User Charge shall be based on the quantity calculated as the difference between the monthly measured flow less the product of a monthly peak factor of 1.5 multiplied by the average flow for the preceding six months. The increase in the sewer charge shall be calculated by multiplying the quantity by the current sewer-

use rate for customers outside the corporate limits of Joliet.

(3) An additional rate for sewage usage for users outside the City of Joliet, which currently is \$0.05 per hundred cubic feet, shall be applicable to Shorewood and shall be calculated by operation of the following formula:

$$R_s = (C_{gos} + I_{gos}/s + P_{ssa}) \times .0132$$

Where:

$R_s$  is the additional rate for wastewater collection and treatment in dollars per hundred cubic feet;

$C_{gos}$  is the cost of wastewater facilities improvements constructed with General Obligation Bonds in dollars;

$I_{gos}$  is the cost of the interest on the General Obligation Bonds in dollars;

$P_{ssa}$  is the cost of the Public Benefit portion of special assessments or special taxes for the construction of wastewater facilities;

$S$  is the estimated monthly quantity of wastewater treated in hundred cubic; and

$.0132$  is the Capital Recovery factor to allow payment at 10% interest over a 10 year period.

This rate shall be calculated annually in October by the Director of Public Utilities of Joliet. Any change in the rate as a result of the annual calculations shall become effective January 1<sup>st</sup> of the year following the calculation. The Director of Public Utilities shall notify Shorewood in writing no less than sixty (60) days prior to the effective date of any change in the rate charged to Shorewood.

In addition, Shorewood shall pay to Joliet a monthly charge equal to the charge calculated for industrial waste surcharges in accordance with Joliet's then current

industrial waste surcharge ordinance for those individual customers of Shorewood's sewer system, including customers on the Village system, which produce effluents in excess of limits stated in said ordinance.

In addition to the foregoing charges, Shorewood shall pay an annual maintenance fee computed by multiplying (1) the amount of sewage treatment capacity Joliet has agreed to provide to Shorewood under this Agreement, less the sum of the twelve month average annual sewage flow measured at the operational pumping stations, multiplied by (2) \$0.02 per gallon. The charge shall be calculated as of each January 1 based on sewage flows from Shorewood in the previous year. One twelfth of such charge shall be paid each month. The \$0.02 per gallon rate shall be adjusted annually by the percentage of salary increase granted to employees of Joliet who work at the Joliet wastewater treatment facilities.

(b) Notice

Joliet agrees to immediately notify, in writing, Shorewood and the offending industrial user as soon as it becomes aware of any violation of discharge standards or any condition which may result in the imposition of the surcharge called for in this Agreement so as to enable Shorewood and/or the industrial user to take corrective action to eliminate said violation or condition. Said written notice shall include a copy of any and all test results and/or written reports concerning said violations.

Joliet, at the time of billing Shorewood for any surcharge, shall provide Shorewood with copies of all test results and data as to each individual industrial user along with the calculations in support of the surcharge imposed.

(c) Billing and Payment

Shorewood shall furnish Joliet with a summary of meter readings monthly. Said readings shall be furnished during the first ten (10) days of each month for service the preceding month. Joliet shall bill Shorewood within 5 days of the receipt of that summary. Shorewood shall pay said bill within 15 days of receipt of the bill from Joliet. Payments or parts thereof not received within 15 days shall be subject to an interest rate charged on the then outstanding balance. The interest rate applied to the outstanding balance shall be the same interest rate as is charged to all customers of the Joliet utility system and may be subject to change from time to time. Further, it shall be the duty of Shorewood to notify Joliet of any bill that has not been received within 15 days of providing readings to Joliet. All records of both Joliet and Shorewood shall be made available to either party, the Federal or the State governments at all times upon written request. Shorewood agrees to accept a modification of this billing schedule if Joliet modifies the schedule for its customers in the future and said modifications are reasonable.

(d) Compliance With Laws Regarding User Charges

Each party hereto agrees to comply with all applicable Federal and State statutes and regulations pertaining to the imposition of fair and equitable user charges covering the cost of construction and for the operation and maintenance of the system. In the event there are no Federal or State statutes or regulations pertaining to equitable user charges, then Joliet and Shorewood agree that such user charge shall not be arbitrary and capricious.

## **VI. TREATMENT CAPACITY**

### **(a) Acknowledgement of Prior Purchases of Wastewater Treatment Capacity**

The parties acknowledge that Shorewood has previously purchased and paid for two million eighty thousand (2,080,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant, as measured by the average of 12 monthly average flows from the Seil Road Pumping Station, the Mound Road Pumping Station, the Black Road Pumping Station and any other interconnections that may hereafter be installed, if any.

Shorewood acknowledges that Shorewood's existing wastewater flow transmitted to the Black Road Pumping Station will be diverted by Joliet to its Aux Sable Wastewater treatment Plant. Nevertheless, for the purposes of this Agreement, this diverted flow shall be considered as part of the 2,080,000 gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant previously purchased by Shorewood.

### **(b) Purchase of Additional Wastewater Treatment Capacity**

Subject to the terms and conditions of this Agreement, and in addition to the two million eighty thousand (2,080,000) gallons of wastewater treatment capacity currently provided to Shorewood by Joliet pursuant to the Prior Agreements, Joliet hereby sells to Shorewood, and Shorewood hereby purchases from Joliet, an additional two million (2,000,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant.

The connection fee for this additional capacity at the West Side Wastewater Treatment Plant is Twelve Million Dollars (\$12,000,000). Shorewood shall pay this

connection fee to Joliet in forty (40) consecutive equal semi-annual installments payable on January 1 and July 1 of each year. The first semi-annual installment payment shall be due January 1, 2012. Interest on the unpaid balance shall begin to accrue on January 1, 2012 and shall run until the connection fee is paid in full. The rate and manner of interest shall be the same as the rate and manner of interest charged to the City by the Illinois Environmental Protection Agency (IEPA) in connection with the City's construction of the Black Road Force Main between the Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant. The payments shall be in conformance with the Amortization Schedule attached as Exhibit "B".

The connection fee shall be due and payable to Joliet whether or not Shorewood actually uses the additional capacity purchased pursuant to this Paragraph.

(c) *Future Requests for Additional Treatment Capacity*

In the event that Shorewood requests additional capacity at the Joliet West Side Wastewater Treatment Plant, or if Shorewood requests capacity at the Aux Sable Wastewater Treatment Plant, then and in that event only, within forty-five (45) days, Joliet shall determine in a fair and equitable manner if existing capacity is available for Shorewood or if additional capacity must be constructed. Joliet shall advise Shorewood of the amount of existing capacity available or to be constructed after first recognizing Joliet's needs to properly service other users both within and without its corporate limits and also recognizing Shorewood's needs to properly service other users. Joliet and Shorewood must both be able to adequately substantiate its capacity requirements.

Joliet shall determine in writing if existing capacity is available or if additional

construction is required to provide additional capacity to Shorewood. This determination shall be made on the following basis:

(1) Existing sewer capacity shall be determined to be available for Shorewood at the Joliet West Side Wastewater Treatment Plant if projections at the current rate of growth for new connections indicates that the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will not exceed 8.5 million gallons per day within the next 24 months. There is no existing capacity for Shorewood's wastewater at the City's Aux Sable wastewater treatment facility.

(2) New construction shall be determined to be necessary to provide additional capacity to Shorewood if Shorewood's wastewater is to be transmitted to the City's Aux Sable Wastewater treatment facility or if the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will exceed 8.5 million gallons per day within the next 24 months. The cost of providing additional capacity to Shorewood shall be at Shorewood's sole cost and expense.

Joliet shall also advise Shorewood of the proposed connection fees for granting the additional capacity requested by Shorewood.

The notice by Shorewood to Joliet shall be sent within thirty (30) days of the aforementioned event occurring and Joliet shall respond to Shorewood within sixty (60) days after receipt of notice. The charge for the additional capacity shall be a fair, reasonable and equitable apportionment of Joliet's prior capital costs related to sewage treatment and collection (to the extent Shorewood's request would utilize Joliet's collection system) less grant reimbursements, or Joliet's actual capital construction costs related to sewage treatment and collection (to the extent Shorewood's request



would utilize Joliet's collection system) less grant reimbursements; whichever is applicable.

In the event that the amount of future grant reimbursements cannot be ascertained at the time of purchase by Shorewood of additional capacity from Joliet, then in that event, Joliet agrees to reimburse Shorewood for the proportionate share of the grant due Shorewood at such time as the amount of future grant reimbursements are ascertained. The proportionate share shall be defined as Shorewood's capacity purchased from Joliet as compared to the total of Joliet's construction necessary to serve Shorewood.

(d) Expansion of Joliet Facilities Planning Area

(1) Joliet agrees to expand the Joliet Facilities Planning Area to provide for the growth of the Shorewood Wastewater Collection System within the corporate limits of Shorewood, provided such expansion does not violate any intergovernmental boundary line agreement entered into by Joliet or Shorewood with each other or with other units of government. If Shorewood desires to expand the Shorewood Wastewater Collection System in accordance with the terms of this agreement to an area outside the Joliet Facilities Planning Area, Shorewood shall prepare the necessary application to demonstrate that the required planning criteria are met and forward the application to Joliet. After review and comment related to the planning criteria, Joliet and Shorewood shall jointly apply to the Illinois Environmental Protection Agency for expansion of the Joliet Facilities Planning Area. Shorewood shall pay necessary engineering and legal fees for the effort necessary to attend meetings, attend hearings and file the necessary documentation to obtain approval of the

expansion.

(2) At no time during the term of this agreement shall Shorewood apply for a separate Facilities Planning Area or construct a wastewater treatment facility to service those areas which are contained within Joliet Facilities Planning Area. If Shorewood expands its corporate limits into other areas during the term of this agreement, Shorewood is authorized to apply for a Shorewood Facilities Planning Area and a treatment facility.

(e) Rules and Regulations of Shorewood

With regard to those areas of Shorewood whose sewerage is being treated by Joliet:

(1) Shorewood shall require a condition of service, that the construction, materials and method of construction for all sewer and house connections be inspected to minimize future problems and infiltration.

(2) Shorewood shall adopt and enforce Rules and Regulations that will effectively prohibit the future introduction of surface or ground water or solid or hazardous waste into the sewer system and shall exercise its best efforts to construct a system that will not permit unreasonable infiltration into the sewer lines.

(3) Shorewood shall adopt and enforce Rules and Regulations required to comply with Paragraph III(c) hereof as it pertains to ordinances and regulations of Joliet regarding unacceptable waste discharges.

(4) All of the above Rules and Regulations shall be effective on or before the date Joliet begins to provide service to Shorewood under this Agreement.

(f) *Use of Gravity Sewer Constructed East of Interstate 55.*

The gravity sewer constructed east of Rock Run Drive pursuant to the Prior Agreements shall be allocated for use as follows:

(1) Joliet has paid \$2,000 to Shorewood for 100,000 gallons per day of capacity in the gravity sewer. The plans for connections shall be made available to Shorewood for review and comment and Shorewood shall have the right to inspect connections made by Joliet.

(2) Shorewood shall retain all capacity except for the increment allocated to Joliet.

**VII. USE OF RIGHT OF WAY**

In addition to any other right or entitlement either party may have or hereafter acquire, each party agrees to grant the other party the reasonable use of its public rights of way for the construction, operation and maintenance of its respective public utility systems. There shall be no fee or other charge imposed for the use of such rights of way. Provided, however, that a party using a right of way of the other party shall promptly reimburse such other party for its actual out of pocket expenses incurred in the review of a request to use the right of way. A party using the right of way of the other party shall comply with reasonable permit conditions established to protect, repair and restore the right of way and its appurtenances. A party using the right of way of the other party shall defend and indemnify the other party from and against any claim asserted by a third party in connection with said party's use of the right of way.

Shorewood hereby grants and permits Joliet the use of Shorewood's Black Road

right of way for the construction, operation and maintenance of a force main between Joliet's Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant in accordance with the plans and specifications prepared by Clark Dietz, Inc. and dated December, 2010. Joliet shall coordinate traffic issues with Shorewood. Joliet shall restore that portion of Black Road disturbed by Joliet's use of Black Road for construction of said force main as soon as practicable.

**VIII. SHOREWOOD'S INABILITY TO MEET FINANCIAL OBLIGATION**

If Shorewood is in default in any payment to be made hereunder and it reasonably appears to Joliet that Shorewood is unable to meet its financial obligations under this Agreement or if Shorewood's discharge to Joliet is in noncompliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood agrees that Joliet may exercise one or more of the following options:

(a) Upon sixty (60) days written notice thereof, Joliet may terminate its services to Shorewood without further notice; provided, however, that such termination complies with all local State and Federal laws and regulations pertaining thereto; and provided further, that services to Shorewood shall not be terminated if, prior to expiration of sixty (60) days from the written notice from Joliet, Shorewood has met its financial obligations under this Agreement or has made arrangements satisfactory to Joliet to meet such obligations, or in the case of non-compliance with discharge limitations, has brought its discharges into compliance with Joliet, State or Federal regulations dealing with pollutant or contaminant levels.

(b) If any payment remains unpaid for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the

operation of the Shorewood system tributary to the Joliet wastewater system (including customer billing), if any, and deal directly with the users and accept their payments until such time as all amounts in default are paid. In such event, and in addition to any other right or claim Joliet may have under law against Shorewood or its customers in the Shorewood Service Area, Joliet shall also be authorized to claim, record and enforce liens against those real properties in the Shorewood Service Area with delinquent bills in accordance with applicable law.

(c) If any noncompliance continues for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet and action to correct has not been implemented, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Further, if the noncompliance continues for a period of 180 days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Operation of the Shorewood system shall include customer billing. Joliet is authorized to deal directly with the users and accept their payments until such time as the cost to comply is paid and compliance is established.

(d) The parties may pursue any other remedies available to them at law or in equity.

(e) In order to maintain a continuity of service, Shorewood shall have the right to make any payment of a disputed fee "under protest" which payment shall be subject to a refund in the event of a judicial decision in Shorewood's favor.

## **IX. ENFORCEABILITY**

This Agreement shall be enforceable in any court of competent jurisdiction by

any of the parties hereto by an appropriate action at law or equity to secure the performance of the covenants herein contained, including the remedies of injunction, mandatory injunction and specific performance.

**X. HOLD HARMLESS**

Shorewood shall save, defend and hold Joliet and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency, or litigation including therein all costs, settlements, and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Shorewood.

Joliet shall save, defend and hold Shorewood and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency or litigation including therein all costs, settlements and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Joliet.

Joliet and Shorewood specifically reserve any claim, privilege, immunity and defense accorded them under law.

**XI. NEW INDUSTRIAL USERS**

Notwithstanding any other provision herein, Joliet shall have no responsibility to accept industrial waste from new users of the Shorewood's system in any case in which the quality of the proposed industrial waste flows will exceed the limits of any constituents except B.O.D. and Suspended Solids imposed upon other users of the Joliet system.

## **XII. DISPOSAL OF SYSTEM**

With regard to that portion of the Shorewood system tributary to Joliet's wastewater system, Shorewood shall not sell or otherwise dispose of any portion of its system nor subcontract the operation of such system, unless and until Shorewood shall first offer to Joliet the first option to purchase the system at the same price and on the same conditions as any bona fide offer previously made, as the case may be. Shorewood shall notify Joliet in writing within ten (10) days of such offer and Joliet shall have a forty-five (45) day period beginning on the date of receipt of written notice of the previously made written offer to exercise such option. If Joliet fails to exercise its option to purchase Shorewood's system in accordance with the provisions of this Section, and Shorewood sells or otherwise disposes of its sewer system or any portion thereof, be it voluntarily or involuntarily through insolvency, receivership or eminent domain proceedings, then Shorewood shall transfer or convey the system or any portion thereof with the stipulation that the terms of this Agreement shall be binding on the transferee or successor in interest for the remaining term of this Agreement.

For purposes of this Paragraph, the term "System" is limited to and intended to mean that equipment and those structures which have been installed or constructed solely for the purpose of providing wastewater collection and treatment by the City of Joliet. "System" specifically does not include any real estate or interests in any real estate which Shorewood may own, act or control in which such equipment or structures are located.

**XIII. TERM OF AGREEMENT**

This Agreement will be in effect for a term of forty (40) years from and after the effective date of this Agreement, and thereafter will continue for six (6) successive periods of ten (10) years, unless either party gives written notice to the other party at least two (2) years prior to the end of the initial 40-year term or any singular 10-year period of its' intent to terminate this Agreement or until modified by the parties, in accordance with provisions of this Agreement, subject to applicable Federal and State rules and regulations.

**XIV. AMENDMENTS**

No amendments to this Agreement shall be effective unless accomplished by written agreement pursuant to proper authority granted by the governing boards of each party to this Agreement.

**XV. ASSIGNMENT**

Except as hereinbefore provided, it is mutually understood and agreed upon by the parties that neither party shall assign, transfer or convey any right, title or interest in and to this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

**XVI. COOPERATION OF THE PARTIES**

Both parties agree to timely perform the provisions hereof and to keep the other informed of a foreseeable problem or dispute deemed likely to arise in the performance hereof.



**XVII. TIME IS OF THE ESSENCE**

Both Shorewood and Joliet recognize that time is of the essence.

**XVIII. RECITALS**

The matters contained in the recitals to this Agreement are agreed by the parties to be true and be interpreted as part of the Agreement between the parties.

**XIX. AGREEMENT COMPLETE**

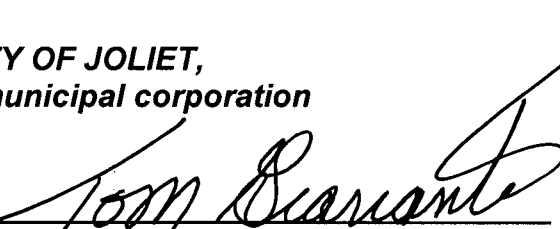
The foregoing is intended to constitute a full and complete restatement and amendment of the Prior Agreements. There are no oral understandings or agreements not set forth in writing herein.

**XX. EFFECTIVE DATE**

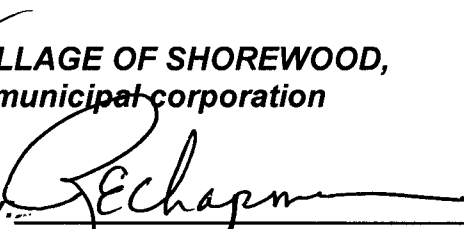
This Agreement shall take effect on the date hereinabove first written.

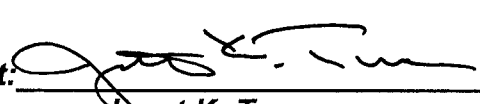
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

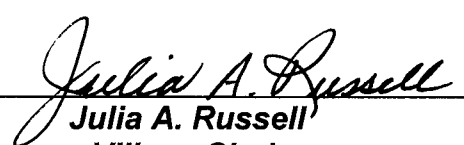
**CITY OF JOLIET,  
a municipal corporation**

By:   
Thomas C. Giarrante  
Mayor

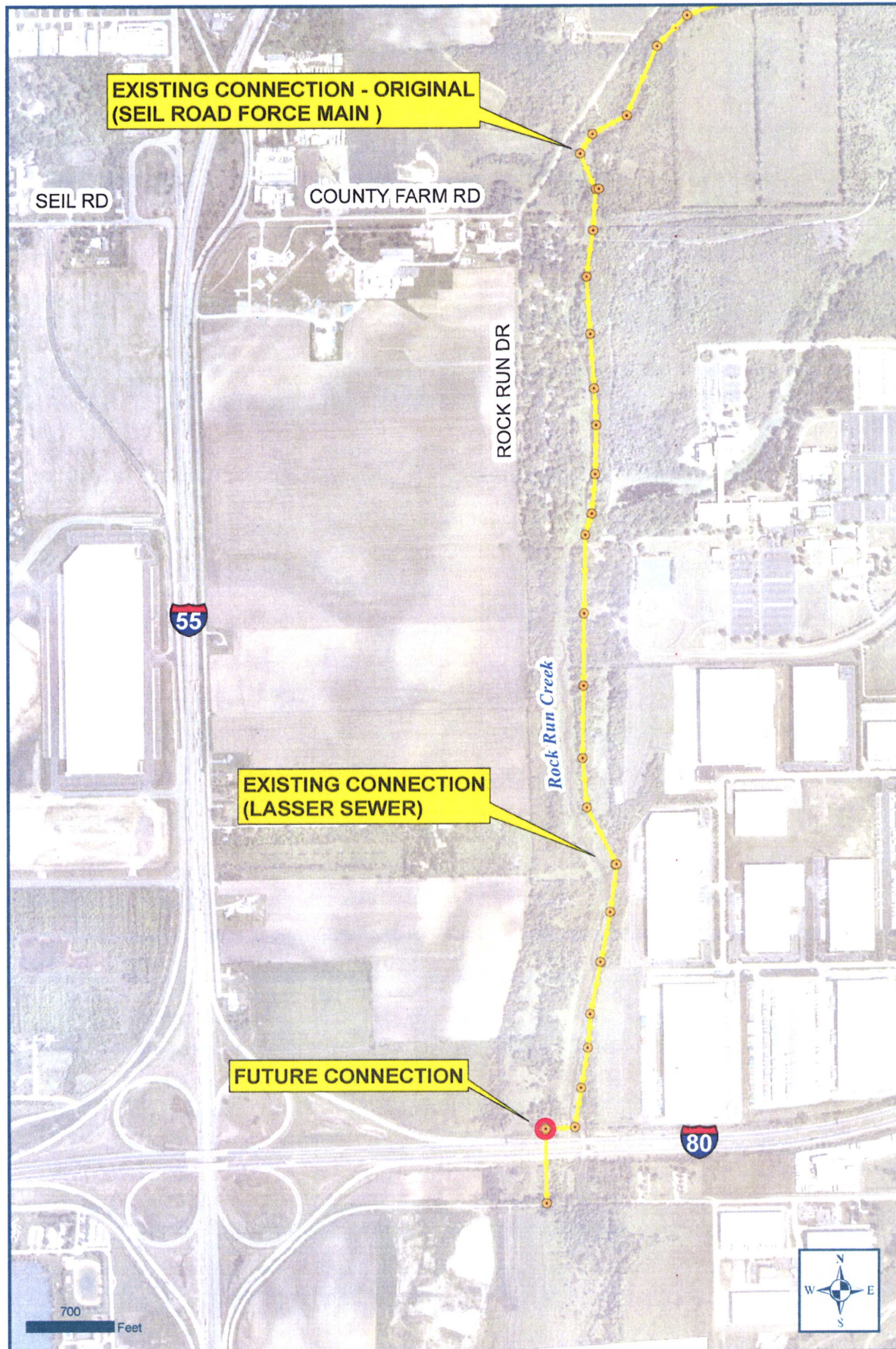
**VILLAGE OF SHOREWOOD,  
a municipal corporation**

By:   
Richard E. Chapman  
Village President

Attest:   
Janet K. Traven  
City Clerk

Attest:   
Julia A. Russell  
Village Clerk

# Shorewood - Joliet Sanitary Sewer Connections



MAP CREATED BY JOLIET PUBLIC UTILITIES DEPT 7/21/11  
AREA, PHOTO 2008 WILL COUNTY GIS

EXHIBIT A

**VILLAGE OF SHOREWOOD - AMORTIZATION SCHEDULE  
JOLIET / SHOREWOOD WASTEWATER AGREEMENT**

| Fiscal Year            | Payment # | Payment Date | Principal  | Interest  | Debt Serv. | Fiscal Debt Service | Outstanding Debt |
|------------------------|-----------|--------------|------------|-----------|------------|---------------------|------------------|
| Interest Rate : 1.250% |           |              |            |           |            |                     | 12,000,000.00    |
| 2013                   | 1         | 4/1/2013     | 338,453.20 |           | 338,453.20 |                     | 11,661,546.80    |
|                        | 2         | 10/1/2013    | 264,353.79 | 74,099.41 | 338,453.20 | 676,906.40          | 11,397,193.01    |
| 2014                   | 3         | 4/1/2014     | 266,429.27 | 72,023.93 | 338,453.20 |                     | 11,130,763.74    |
|                        | 4         | 10/1/2014    | 267,726.47 | 70,726.73 | 338,453.20 | 676,906.40          | 10,863,037.27    |
| 2015                   | 5         | 4/1/2015     | 269,804.84 | 68,648.36 | 338,453.20 |                     | 10,593,232.43    |
|                        | 6         | 10/1/2015    | 271,142.04 | 67,311.16 | 338,453.20 | 676,906.40          | 10,322,090.39    |
| 2016                   | 7         | 4/1/2016     | 272,864.92 | 65,588.28 | 338,453.20 |                     | 10,049,225.47    |
|                        | 8         | 10/1/2016    | 274,598.75 | 63,854.45 | 338,453.20 | 676,906.41          | 9,774,626.72     |
| 2017                   | 9         | 4/1/2017     | 276,682.99 | 61,770.21 | 338,453.20 |                     | 9,497,943.73     |
|                        | 10        | 10/1/2017    | 278,101.68 | 60,351.52 | 338,453.20 | 676,906.40          | 9,219,842.05     |
| 2018                   | 11        | 4/1/2018     | 280,188.92 | 58,264.28 | 338,453.20 |                     | 8,939,653.13     |
|                        | 12        | 10/1/2018    | 281,649.15 | 56,804.05 | 338,453.20 | 676,906.40          | 8,658,003.98     |
| 2019                   | 13        | 4/1/2019     | 283,739.42 | 54,713.78 | 338,453.20 |                     | 8,374,264.56     |
|                        | 14        | 10/1/2019    | 285,241.73 | 53,211.47 | 338,453.20 | 676,906.40          | 8,089,022.83     |
| 2020                   | 15        | 4/1/2020     | 287,054.20 | 51,399.00 | 338,453.20 |                     | 7,801,968.63     |
|                        | 16        | 10/1/2020    | 288,878.19 | 49,575.01 | 338,453.20 | 676,906.40          | 7,513,090.44     |
| 2021                   | 17        | 4/1/2021     | 290,974.64 | 47,478.56 | 338,453.20 |                     | 7,222,115.80     |
|                        | 18        | 10/1/2021    | 292,562.67 | 45,890.53 | 338,453.20 | 676,906.40          | 6,929,553.13     |
| 2022                   | 19        | 4/1/2022     | 294,662.27 | 43,790.93 | 338,453.20 |                     | 6,634,890.86     |
|                        | 20        | 10/1/2022    | 296,294.00 | 42,159.20 | 338,453.20 | 676,906.40          | 6,338,596.86     |
| 2023                   | 21        | 4/1/2023     | 298,396.79 | 40,056.41 | 338,453.20 |                     | 6,040,200.07     |
|                        | 22        | 10/1/2023    | 300,072.76 | 38,380.44 | 338,453.20 | 676,906.40          | 5,740,127.31     |
| 2024                   | 23        | 4/1/2024     | 301,979.47 | 36,473.73 | 338,453.20 |                     | 5,438,147.84     |
|                        | 24        | 10/1/2024    | 303,898.30 | 34,554.90 | 338,453.20 | 676,906.39          | 5,134,249.54     |
| 2025                   | 25        | 4/1/2025     | 306,007.60 | 32,445.60 | 338,453.20 |                     | 4,828,241.94     |
|                        | 26        | 10/1/2025    | 307,773.75 | 30,679.45 | 338,453.20 | 676,906.41          | 4,520,468.19     |
| 2026                   | 27        | 4/1/2026     | 309,886.35 | 28,566.85 | 338,453.20 |                     | 4,210,581.84     |
|                        | 28        | 10/1/2026    | 311,698.46 | 26,754.74 | 338,453.20 | 676,906.40          | 3,898,883.38     |
| 2027                   | 29        | 4/1/2027     | 313,814.42 | 24,638.78 | 338,453.20 |                     | 3,585,068.96     |
|                        | 30        | 10/1/2027    | 315,673.07 | 22,780.13 | 338,453.20 | 676,906.39          | 3,269,395.89     |
| 2028                   | 31        | 4/1/2028     | 317,678.91 | 20,774.29 | 338,453.20 |                     | 2,951,716.98     |
|                        | 32        | 10/1/2028    | 319,697.50 | 18,755.70 | 338,453.20 | 676,906.40          | 2,632,019.48     |
| 2029                   | 33        | 4/1/2029     | 321,820.30 | 16,632.90 | 338,453.20 |                     | 2,310,199.18     |
|                        | 34        | 10/1/2029    | 323,773.81 | 14,679.39 | 338,453.20 | 676,906.40          | 1,986,425.37     |
| 2030                   | 35        | 4/1/2030     | 325,900.10 | 12,553.10 | 338,453.20 |                     | 1,660,525.27     |
|                        | 36        | 10/1/2030    | 327,901.95 | 10,551.25 | 338,453.20 | 676,906.41          | 1,332,623.32     |
| 2031                   | 37        | 4/1/2031     | 330,031.76 | 8,421.44  | 338,453.20 |                     | 1,002,591.56     |
|                        | 38        | 10/1/2031    | 332,082.57 | 6,370.63  | 338,453.20 | 676,906.40          | 670,508.99       |
| 2032                   | 39        | 4/1/2032     | 334,192.67 | 4,260.53  | 338,453.20 |                     | 336,316.32       |
|                        | 40        | 10/1/2032    | 336,316.32 | 2,137.01  | 338,453.33 | 676,906.53          | 0.00             |

**EXHIBIT B**



**TRANSFER AGREEMENT  
FOR THE TRANSFER AND ASSIGNMENT OF A CERTAIN EASEMENT/RIGHT  
OF WAY AND SEWER LINE PURSUANT TO AN INTERGOVERNMENTAL  
AGREEMENT**

*THIS AGREEMENT* is made and entered into this 28th day of February 2023, by and between the VILLAGE OF SHOREWOOD, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as "Shorewood") and the CITY OF JOLIET, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Joliet").

**WITNESSETH**

*WHEREAS*, Shorewood is the owner of a gravity sewer main (the "Lasser Sewer"), which was designed to solely convey sanitary flows from Shorewood's Mound Road Lift Station to Joliet's Rock Run Interceptor, and a portion of right of way/easement in which the Lasser Sewer is located as described in Exhibit "A"; and

*WHEREAS*, Shorewood and Joliet entered into an Amended and Restated Intergovernmental Agreement Between the City of Joliet and the Village of Shorewood for Wastewater Treatment Services (the "IGA") dated September 13, 2011, a copy of which is attached hereto as Exhibit "B", which in part addresses the transfer of the Lasser Sewer and right of way/easement to Joliet; and

*WHEREAS*, pursuant to the terms of the IGA and at the request of Joliet, Shorewood shall transfer to Joliet all right, title and interest Shorewood has in and to the Lasser Sewer and the right of way/easement in which it is located; and

*WHEREAS*, Joliet has requested that Shorewood transfer the Lasser Sewer and the right of way/easement as set forth in this Agreement; and

*WHEREAS*, Joliet has relocated a portion of the Lasser Sewer to accommodate a private developer; and

*WHEREAS*, upon transfer of the Lasser Sewer and the right of way/easement from Shorewood to Joliet, Joliet intends to vacate that portion of the easement upon which the Lasser Sewer was previously located as depicted on Exhibit "C" attached hereto (the "Revised Sewer Plan");

*WHEREAS*, Shorewood agrees to transfer its ownership of the Lasser Sewer to Joliet subject to the utilization of capacity as set forth in this Agreement; and

*WHEREAS*, the City has authorized Cullinan Properties (the "Developer") to connect to the Lasser Sewer thereby diminishing the capacity available to Shorewood in that sewer; and

WHEREAS, Joliet has agreed to require the Developer to construct a second sewer as depicted on the Revised Sewer Plan attached hereto (the "Lasser Diversion Sewer") , to divert a portion of Lasser Sewer flows to the Lasser Diversion Sewer such that Shorewood retains a maximum peak sanitary sewer conveyance capacity of 8 million gallons per day (MGD) tributary to the discharge manhole depicted on the Revised Sewer Plan which is the capacity of the original Lasser Sewer (the "Shorewood Capacity"); and

WHEREAS, upon completion of the Lasser Diversion Sewer the Shorewood Capacity will be conveyed to the Joliet Interceptor in the Lasser Sewer and the Lasser Diversion Sewer; and

WHEREAS, Joliet has agreed to enter into discussions with Shorewood regarding whether Joliet can make additional capacity available to Shorewood at the Joliet Westside Treatment Plant, including the terms and conditions upon which Shorewood would purchase additional capacity at the Joliet Westside Treatment Plant; and

WHEREAS, Joliet and Shorewood have agreed to enter into discussions as to Shorewood's potential purchase of capacity at the Joliet Aux Sable Treatment Plant; and

WHEREAS, Joliet has agreed to obtain a public utility easement for sanitary sewer purposes in the area depicted on the Revised Sewer Plan to be utilized by Shorewood for construction of the "Additional Lasser Sewer" (the "Sewer Easement") as such term is defined in the IGA in lieu of constructing the Additional Lasser Sewer parallel to the Lasser Sewer as contemplated in the IGA; and

WHEREAS, Shorewood and Joliet are authorized by the *Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.) and their authority as home rule units of government to enter into agreements with each other regarding matters of mutual concern, including but not limited to the transfer of interests in real property and other matters set forth herein.

***NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY THE PARTIES, BE IT AGREED AS FOLLOWS:***

1. The foregoing recitals constitute an expression of the intent of the Parties regarding the formation of this Agreement and are hereby incorporated herein by reference. Similarly, any exhibit attached hereto and referred to herein as an exhibit shall be incorporated herein by reference as if fully set forth and repeated.

2. Notwithstanding that Shorewood conveys the Lasser Sewer to Joliet, pursuant to Section 3 below, Shorewood retains the right to the Shorewood Capacity in the Lasser Sewer and the Lasser Diversion Sewer combined. The Lasser Diversion Sewer shall be constructed, operational and able to provide, in conjunction with the Lasser Sewer, the entire Shorewood Capacity by December 31, 2025.

Joliet and Shorewood shall enter into discussions with respect to providing an option to

Shorewood to purchase additional wastewater treatment capacity at the Joliet Westside Wastewater Treatment Plant and the Aux Sable Wastewater Plant. In the event that Shorewood and Joliet agree to Shorewood's purchase of additional capacity at the Westside Wastewater Plant, Shorewood shall be permitted to transmit that capacity via a connection to the Joliet Interceptor at or near the eastern terminus of the Sewer Easement.

4. Concurrent with the execution of this Agreement, Shorewood shall release the Easement of the Lasser Sewer. The Release shall be in the form of Exhibit D attached hereto.

5. Within 10 (ten) days of the execution of this Agreement, Shorewood shall:

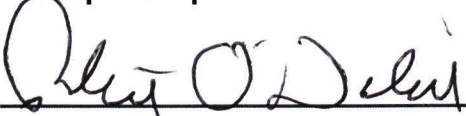
- i. Convey its interest in the Lasser Sewer Easement to Joliet in a form provided by Joliet; and
- ii. Provide a Bill of Sale to Joliet conveying Shorewood's right, title and interest in the Lasser Sewer to Joliet while retaining Shorewood right to capacity within the Lasser Sewer as set forth in this Agreement. The "Bill of Sale" shall be substantially in the form of Exhibit E attached hereto.

6. Upon Shorewood fulfilling its obligations as set forth in Sections 4 and 5, Joliet shall require the Developer to provide a 20' Sewer Easement to be used by Shorewood and Joliet for no other than sanitary sewer purposes. Said easement may be utilized by Shorewood for construction and use of the Additional Lasser Sewer, and by the City for construction and use of that portion of the Lasser Diversion Sewer shown on Exhibit C and crosshatched. The easement shall be conveyed to Joliet by December 31, 2023. The Sewer Easement shall be in the area depicted as Sewer Easement on the Revised Sewer Plan.

7. All remaining terms and provisions of the Intergovernmental Agreement dated September 13, 2011 shall remain in full force and effect. In the event of a conflict between that Intergovernmental Agreement and this Transfer Agreement, this Transfer Agreement shall control.

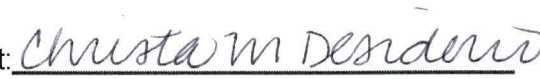
***IN WITNESS WHEREOF***, the duly authorized representatives of the Village of Shorewood and the City of Joliet have hereunto set their hands and seals on the date hereinabove first written.

**CITY OF JOLIET,  
a municipal corporation**

By: 

**VILLAGE OF SHOREWOOD,  
a municipal corporation**

By: 

Attest:  Attest: 

***Exhibit "A"***

**LEGAL DESCRIPTION**

THE NORTH 20 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN LIS PENDENS NOTICE RECORDED AS DOCUMENT NO. 2004-229312 SAID EAST LINE ALSO BEING THE EAST RIGHT-OF-WAY OF FAI ROUTE 55, PER DOCUMENT NO. 784006, ALL IN WILL COUNTY, ILLINOIS.

*Exhibit "B"*

**IGA**

Amended and Restated Intergovernmental Agreement Between the City of Joliet  
and the Village of Shorewood for Wastewater Treatment Services



**AN AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOLIET AND  
THE VILLAGE OF SHOREWOOD FOR WASTEWATER TREATMENT SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT**, is made and entered into this 13 day of September, 2011, by and between the **CITY OF JOLIET**, an Illinois municipal corporation and home rule unit of local government (hereinafter referred to as "Joliet"), and the **VILLAGE OF SHOREWOOD** an Illinois municipal corporation (hereinafter known as "Shorewood").

**WITNESSETH**

**WHEREAS**, Joliet is the owner and operator of wastewater treatment and trunk line facilities in and around the City of Joliet, Illinois, and has capacity available as herein set forth to provide treatment for a portion of Shorewood's wastewater at the Joliet West Side Wastewater Treatment Plant; and

**WHEREAS**, Shorewood desires wastewater service from Joliet to treat the wastewater collected within portions of the corporate limits of Shorewood by Shorewood's collection system; and

**WHEREAS**, on February 28, 1990 the Shorewood and Joliet entered into an intergovernmental agreement entitled "*Agreement Between the City of Joliet and the Village of Shorewood for Wastewater Treatment Services*" (the "1990 Agreement"); and

**WHEREAS**, the 1990 Agreement was amended on May 20, 1991 (the "1991 Amendment"); and

**WHEREAS**, the 1990 Agreement was again amended on August 4, 1992 (the "1992 Amendment"); and

;

**WHEREAS**, on May 5, 2003 Joliet and Shorewood entered into a certain intergovernmental agreement dealing with the construction of additional treatment capacity at the Joliet West Side Wastewater Treatment Plant (the "2003 Agreement"); and

**WHEREAS**, on February 21, 2006 Joliet and Shorewood entered into an amendment to the 2003 Agreement (the "2006 Amendment"); and

**WHEREAS**, Joliet and Shorewood now desire to further amend and restate the 1990 Agreement to include as applicable the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment; and

**WHEREAS**, the 1990 Agreement, the 1991 Amendment, the 1992 Amendment, the 2003 Agreement and the 2006 Amendment are collectively referred to as the "Prior Agreements"; and

**NOW, THEREFORE**, in consideration of foregoing premises and mutual promises, agreements and covenants hereinafter made, it is mutually agreed, between Joliet and Shorewood as follows:

I. **DEFINITIONS**

All words, unless otherwise specified herein shall be defined as in the Code of Ordinances of Joliet as in effect on the date of this Agreement or as hereinafter amended.

II. **JOLIET TO PROVIDE WASTEWATER TREATMENT SERVICES**

(a) **Provision of Treatment Services**

Shorewood agrees to transmit, and Joliet agrees to treat, subject to the capacity

limits and other terms and conditions set forth in this Agreement, all wastewater originating in that portion of the Joliet Facilities Planning Area located within the corporate limits of Shorewood (the "Shorewood Service Area").

The foregoing notwithstanding, Joliet will only be required to accept wastewater from the Shorewood Service Area that meets the requirements of Joliet, State or Federal regulations for use of Joliet sewers.

(b) Extraterritorial Service

Joliet and Shorewood shall each limit sewer service west of Interstate 55 to land located within their respective corporate limits. Joliet shall not be required to provide service within the Shorewood Service Area to any territory that is not located within the corporate limits of Shorewood. Joliet's obligation to provide wastewater treatment services is wholly subject to Shorewood's compliance with this Agreement.

The flow from the "Phelps" parcel as was described in Exhibit 1 to the 1990 Agreement shall be considered a part of Shorewood's total permitted flow to Joliet.

(c) Responsibility to Prevent Improper Discharges into Joliet's System

Shorewood shall effectively prohibit and exclude from that portion of its sanitary sewer system tributary to Joliet the following: (1) any wastes which may directly or indirectly impair the structural durability of the Joliet conveyance system, or its hydraulic functions; (2) wastes which may have deleterious effect on the Joliet wastewater treatment plant structures or processes; (3) wastes whose pollutional effects are not effectively altered by ordinary treatment processes and whose presence in the receiving stream would violate State or Federal water quality standards; (4) wastes whose presence in the sewers would create a hazard to public health and safety; (5) wastes

which are prohibited by any State or Federal statute, rule or regulation; and (6) wastes from property located outside the corporate limits of Shorewood.

As to the Shorewood Service Area, Shorewood shall be subject to the same ordinances and regulations regarding unacceptable waste discharges as Joliet now imposes, or may in the future impose, upon the users of the Joliet sewer system, and it shall not be a Shorewood defense to any legal action by Joliet against Shorewood that any of the aforementioned materials were introduced into its system by a third party or parties without Shorewood's knowledge or consent. Shorewood alone shall be liable to Joliet for any surcharges for unacceptable waste discharges from Shorewood's system into Joliet's system. The Rules and Regulations of service established by Shorewood shall contain the same provisions regarding unacceptable discharge as Joliet now imposes or may, in the future, impose upon the users of Joliet's system, and shall provide that Shorewood shall impose a surcharge upon the users of Shorewood's system regarding unacceptable waste discharged into Shorewood's system.

Joliet agrees to notify Shorewood in writing, of any proposed ordinances or regulations which would change, alter or amend the current Joliet ordinances and regulations regarding unacceptable waste discharges so as to enable and permit Shorewood to be heard by the Joliet administration and/or City Council before the adoption of any such ordinances or regulations. Joliet shall be required to notify Shorewood as soon as possible after any such proposals are formulated and in no event at least 15 days before any hearings to be conducted on such proposals before the City Council.

(d) Testing

Joliet shall be authorized to inspect, monitor, sample and test all industrial sewer users within the Shorewood Service Area and also at Shorewood's wet well at its Pumping Stations. Joliet shall notify Shorewood of all sampling and testing conducted at the Pumping Station pursuant to this paragraph sufficiently in advance to permit representatives of Shorewood to be present at the time such sample or testing is conducted. Joliet shall test the quality of sewage by collecting 24 hour composite samples or grab samples which shall be taken from the Shorewood's wet well and from all industrial sewer users in Shorewood. These samples may be analyzed by Joliet with copies of the analyses sent to Shorewood. Analyses shall be performed at a frequency of once a month unless determined by the Joliet Director of Public Utilities to be needed more frequently because of the risk that the sewage delivered to Joliet by Shorewood is likely to violate relevant ordinances and regulations of Joliet. If analyzed by Joliet, Shorewood shall pay the following charges to Joliet for analyses each time performed:

|                           |             |
|---------------------------|-------------|
| Sampling Charge           | actual cost |
| B.O.D. Analysis           | actual cost |
| Suspended Solids Analysis | actual cost |
| pH Determination          | actual cost |
| All Other Tests           | actual cost |

Should any analysis show that any of Shorewood's discharges or industrial discharges into the Joliet System are in non-compliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood shall

immediately upon written notice from Joliet take all steps necessary to re-establish compliance. Such notice shall not preclude any other remedy to secure compliance available to Joliet under this Agreement, or in law or at equity.

(e) Establishing Base Line Application

Shorewood agrees that prior to accepting wastewater to be treated by Joliet from any discharger that would exceed 50,000 gallons per day or from any user that would discharge non-compatible pollutants or be classified as industry, Shorewood will advise Joliet so that Joliet may obtain a base line application for the proposed user. This base line application will be used for determining the impact of the proposed user on the system, the pretreatment necessary, if any, and for establishing the criteria for the discharge permit that Joliet is required to issue to any industrial discharger. Users of the Shorewood system at the time of connection must provide the base line report, install the necessary pretreatment and demonstrate compliance with Joliet's requirements prior to Shorewood's discharging that new user's wastewater to the Joliet system.

III. INTERCONNECTION FACILITIES

(a) Pumping Stations

Shorewood has constructed a sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to Joliet's system (the "Seil Road Pumping Station"). The Seil Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

Shorewood has also constructed an additional sewage pumping station, force main, gravity sewer and meter station to connect Shorewood's system to the Joliet

system (the "Mound Road Pumping Station"). The Mound Road Pumping Station is the property of Shorewood and Shorewood shall be responsible for the operation and maintenance thereof.

The Mound Road Pumping Station is connected to the Joliet system by an existing gravity sewer main currently owned, operated and maintained by Shorewood located between the east line of Interstate 55 and the Rock Run Interceptor, approximately one third mile north of Interstate 80 (the "Lasser Sewer"). Shorewood shall transfer to Joliet all right, title and interest Shorewood may have in and to the Lasser Sewer and the right of way in which it is located. Provided, however, Shorewood shall retain the right to construct another sanitary sewer line parallel to the Lasser Sewer within the Lasser Sewer easement/right-of-way (the "Additional Lasser Sewer"). The Additional Lasser Sewer shall be permitted to connect to the City's Rock Run Interceptor at the location specified in Exhibit "A". The Additional Lasser Sewer shall be transferred by Shorewood to Joliet in accordance with the procedures set forth in this sub-paragraph for the Lasser Sewer. Such transfers shall be made free and clear of any encumbrances, lien or other adverse claim of right. The transfers required by this sub-paragraph shall be made within thirty (30) days of Joliet's written request.

Joliet and Shorewood recognize that Joliet shall have the right to modify or relocate the Lasser Sewer and the Additional Lasser Sewer at Joliet's sole cost and expense, provided such modification or relocation shall not cause an interruption or degradation in service to Shorewood.

Shorewood hereby releases Joliet from any responsibility or liability in connection with the relocation and modification of the sewer line and related equipment and

appurtenances known in the Prior Agreements as the Additional Rock Run Interceptor on account of the elevation of the Interstate 55/Illinois Route 59 interchange.

(b) Connection Points

The connection points to the Joliet System shall be:

- (1) At manhole No. 1-41 on the Rock Run Interceptor (County Farm Road);
- (2) At manhole No. 1-23 on the Rock Run Interceptor (I-80);
- (3) The Black Road Pumping Station;
- (4) At the first sanitary sewer manhole north of US Route 52 lying approximately 260 feet west of the west line of the east half of the southeast quarter of Section 10 in Township 35 North in Range 9 East;
- (5) At the first manhole north of the intersection of Deer Run Trail and the existing I-55 Frontage Road;
- (6) At the private service connection for the former Amoco Service Station;
- (7) At manhole No. 1-\_\_ on the Rock Run Interceptor (Lasser Sewer).
- (8) At the location specified in Exhibit "A" for the Additional Lasser Sewer

Except as otherwise stated in this Agreement, Joliet acknowledges receipt of the connection charges for each of these connection points for the treatment capacities specified in the Prior Agreements. No other connection points or additional treatment capacity shall be allowed without approval from Joliet. The parties acknowledge that in the event Shorewood purchases capacity at the Aux Sable Wastewater Treatment Plant as hereafter provided that a connection point will be required to facilitate the capacity.

**IV. MEASUREMENT OF SHOREWOOD'S WASTEWATER FLOW**

(a) Metering Devices



To measure the volume of wastewater discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet, accurate metering devices acceptable to Joliet shall be provided and maintained by Shorewood at all operational Pumping Stations.

These metering devices shall be equipped with remote registering and recording mechanisms which indicate the rate of flow and which measure and totalize the quantity of wastewater passing through the meter.

(b) Shorewood's Expense for Construction and Maintenance

These sewage metering devices shall be provided and maintained or replaced by Shorewood at its expense.

(c) Joliet Approval of Placement and Construction

The type and location of the sewage meters and all plans and specifications and details pertinent thereto shall be subject to the written approval of Joliet. Joliet shall not unreasonably withhold its approval.

(d) Reading and Recording

The reading and recording of results of the metering devices shall be done by Joliet and Shorewood.

(e) Shorewood Maintenance Responsibility

Shorewood shall continuously maintain and operate the metering devices and cause same to be promptly repaired or replaced at its sole expense. In addition, Shorewood shall repair or replace the metering devices upon written notice from Joliet.

(f) Annual Testing

The sewage metering devices used to measure the volume of wastewater

discharged from the sanitary sewer system of Shorewood into the sewer system of Joliet shall be tested for accuracy by a third party qualified or certified by the manufacturer of said device no less frequently than annually at Shorewood's expense. Shorewood shall supply copies of test results to Joliet prior to each annual anniversary date of this Agreement.

(g) Access, Testing and Calibration

(1) Either party shall have the right of access to the metering devices and recording instruments for the purpose of making accuracy or calibration tests. Such tests shall be made only after giving the other party five (5) days prior written notice of the time and place that the tests are to be performed.

(2) If tests indicate that a metering device has not properly measured the volume of sewage through the meter, a reasonable adjustment of the measured sewage flow and past billings shall be made by Joliet by comparing the metered daily average flow to the annual average daily flow and the average daily flow for the same time period in the previous year. The flow to be billed shall be adjusted to the greater of the annual average flow and the flow for the previous period. The billings shall be adjusted for the time periods as follows:

(a) If the daily meter readings indicate a sudden failure of the meter to accurately measure the flow, that is, an identifiable increase or decrease in average daily measurements, flows shall be adjusted for the time period from the date of the failure until the date the repairs are completed.

(b) If no identifiable failure time can be established, flows shall be adjusted for a period beginning thirty (30) days prior to the annual testing or of either

party giving notice of the need for metering adjustments and ending with the date repairs are completed.

**V. CHARGES, RATES, NOTICE AND PAYMENT**

**(a) Charges (Other Than Connection Charges)**

(1) Shorewood shall pay to Joliet a Monthly Sewer Service User Charge based on Shorewood's metered water sales to customers in the Shorewood Service Area plus fourteen hundred cubic feet (14 HCF) for each residential sewer-only user. All non-residential users shall be metered. The sewer service user charge shall be calculated by multiplying the total of the metered water sales to customers plus the usage for sewer-only customers by the then current Joliet sewer-use rate for customers outside the city limits of Joliet. This sewer-use rate shall be calculated by adding the sewer-use rate for customers inside the City of Joliet to the additional rate for sewage usage for users outside the City.

(2) In the event that the total quantity of sewage transmitted to the Joliet system, as measured by the sewage metering devices at the Seil Road Pumping Station, the Mound Road Pumping Station and any other metering devices the parties may hereafter install, in any month exceeds a monthly peak factor times the average of the monthly quantities measured by the sewage metering device for the preceding six months, the Monthly Sewer Service User Charge shall be increased. The increase in the Monthly Sewer Service User Charge shall be based on the quantity calculated as the difference between the monthly measured flow less the product of a monthly peak factor of 1.5 multiplied by the average flow for the preceding six months. The increase in the sewer charge shall be calculated by multiplying the quantity by the current sewer-

use rate for customers outside the corporate limits of Joliet.

(3) An additional rate for sewage usage for users outside the City of Joliet, which currently is \$0.05 per hundred cubic feet, shall be applicable to Shorewood and shall be calculated by operation of the following formula:

$$Rs = (Cgos + Igos/s + Pssa) \times .0132$$

Where:

*Rs* is the additional rate for wastewater collection and treatment in dollars per hundred cubic feet;

*Cgos* is the cost of wastewater facilities improvements constructed with General Obligation Bonds in dollars;

*Igos* is the cost of the interest on the General Obligation Bonds in dollars;

*Pssa* is the cost of the Public Benefit portion of special assessments or special taxes for the construction of wastewater facilities;

*S* is the estimated monthly quantity of wastewater treated in hundred cubic; and

*.0132* is the Capital Recovery factor to allow payment at 10% interest over a 10 year period.

This rate shall be calculated annually in October by the Director of Public Utilities of Joliet. Any change in the rate as a result of the annual calculations shall become effective January 1<sup>st</sup> of the year following the calculation. The Director of Public Utilities shall notify Shorewood in writing no less than sixty (60) days prior to the effective date of any change in the rate charged to Shorewood.

In addition, Shorewood shall pay to Joliet a monthly charge equal to the charge calculated for industrial waste surcharges in accordance with Joliet's then current

industrial waste surcharge ordinance for those individual customers of Shorewood's sewer system, including customers on the Village system, which produce effluents in excess of limits stated in said ordinance.

In addition to the foregoing charges, Shorewood shall pay an annual maintenance fee computed by multiplying (1) the amount of sewage treatment capacity Joliet has agreed to provide to Shorewood under this Agreement, less the sum of the twelve month average annual sewage flow measured at the operational pumping stations, multiplied by (2) \$0.02 per gallon. The charge shall be calculated as of each January 1 based on sewage flows from Shorewood in the previous year. One twelfth of such charge shall be paid each month. The \$0.02 per gallon rate shall be adjusted annually by the percentage of salary increase granted to employees of Joliet who work at the Joliet wastewater treatment facilities.

(b) Notice

Joliet agrees to immediately notify, in writing, Shorewood and the offending industrial user as soon as it becomes aware of any violation of discharge standards or any condition which may result in the imposition of the surcharge called for in this Agreement so as to enable Shorewood and/or the industrial user to take corrective action to eliminate said violation or condition. Said written notice shall include a copy of any and all test results and/or written reports concerning said violations.

Joliet, at the time of billing Shorewood for any surcharge, shall provide Shorewood with copies of all test results and data as to each individual industrial user along with the calculations in support of the surcharge imposed.

(c) Billing and Payment

Shorewood shall furnish Joliet with a summary of meter readings monthly. Said readings shall be furnished during the first ten (10) days of each month for service the preceding month. Joliet shall bill Shorewood within 5 days of the receipt of that summary. Shorewood shall pay said bill within 15 days of receipt of the bill from Joliet. Payments or parts thereof not received within 15 days shall be subject to an interest rate charged on the then outstanding balance. The interest rate applied to the outstanding balance shall be the same interest rate as is charged to all customers of the Joliet utility system and may be subject to change from time to time. Further, it shall be the duty of Shorewood to notify Joliet of any bill that has not been received within 15 days of providing readings to Joliet. All records of both Joliet and Shorewood shall be made available to either party, the Federal or the State governments at all times upon written request. Shorewood agrees to accept a modification of this billing schedule if Joliet modifies the schedule for its customers in the future and said modifications are reasonable.

(d) Compliance With Laws Regarding User Charges

Each party hereto agrees to comply with all applicable Federal and State statutes and regulations pertaining to the imposition of fair and equitable user charges covering the cost of construction and for the operation and maintenance of the system. In the event there are no Federal or State statutes or regulations pertaining to equitable user charges, then Joliet and Shorewood agree that such user charge shall not be arbitrary and capricious.

## **VI. TREATMENT CAPACITY**

### **(a) Acknowledgement of Prior Purchases of Wastewater Treatment Capacity**

The parties acknowledge that Shorewood has previously purchased and paid for two million eighty thousand (2,080,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant, as measured by the average of 12 monthly average flows from the Seil Road Pumping Station, the Mound Road Pumping Station, the Black Road Pumping Station and any other interconnections that may hereafter be installed, if any.

Shorewood acknowledges that Shorewood's existing wastewater flow transmitted to the Black Road Pumping Station will be diverted by Joliet to its Aux Sable Wastewater treatment Plant. Nevertheless, for the purposes of this Agreement, this diverted flow shall be considered as part of the 2,080,000 gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant previously purchased by Shorewood.

### **(b) Purchase of Additional Wastewater Treatment Capacity**

Subject to the terms and conditions of this Agreement, and in addition to the two million eighty thousand (2,080,000) gallons of wastewater treatment capacity currently provided to Shorewood by Joliet pursuant to the Prior Agreements, Joliet hereby sells to Shorewood, and Shorewood hereby purchases from Joliet, an additional two million (2,000,000) gallons per day of wastewater treatment capacity at the Joliet West Side Wastewater Treatment Plant.

The connection fee for this additional capacity at the West Side Wastewater Treatment Plant is Twelve Million Dollars (\$12,000,000). Shorewood shall pay this

connection fee to Joliet in forty (40) consecutive equal semi-annual installments payable on January 1 and July 1 of each year. The first semi-annual installment payment shall be due January 1, 2012. Interest on the unpaid balance shall begin to accrue on January 1, 2012 and shall run until the connection fee is paid in full. The rate and manner of interest shall be the same as the rate and manner of interest charged to the City by the Illinois Environmental Protection Agency (IEPA) in connection with the City's construction of the Black Road Force Main between the Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant. The payments shall be in conformance with the Amortization Schedule attached as Exhibit "B".

The connection fee shall be due and payable to Joliet whether or not Shorewood actually uses the additional capacity purchased pursuant to this Paragraph.

(c) Future Requests for Additional Treatment Capacity

In the event that Shorewood requests additional capacity at the Joliet West Side Wastewater Treatment Plant, or if Shorewood requests capacity at the Aux Sable Wastewater Treatment Plant, then and in that event only, within forty-five (45) days, Joliet shall determine in a fair and equitable manner if existing capacity is available for Shorewood or if additional capacity must be constructed. Joliet shall advise Shorewood of the amount of existing capacity available or to be constructed after first recognizing Joliet's needs to properly service other users both within and without its corporate limits and also recognizing Shorewood's needs to properly service other users. Joliet and Shorewood must both be able to adequately substantiate its capacity requirements.

Joliet shall determine in writing if existing capacity is available or if additional



construction is required to provide additional capacity to Shorewood. This determination shall be made on the following basis:

(1) Existing sewer capacity shall be determined to be available for Shorewood at the Joliet West Side Wastewater Treatment Plant if projections at the current rate of growth for new connections indicates that the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will not exceed 8.5 million gallons per day within the next 24 months. There is no existing capacity for Shorewood's wastewater at the City's Aux Sable wastewater treatment facility.

(2) New construction shall be determined to be necessary to provide additional capacity to Shorewood if Shorewood's wastewater is to be transmitted to the City's Aux Sable Wastewater treatment facility or if the existing and projected rate of all flows to the Joliet West Side Wastewater Treatment Plant will exceed 8.5 million gallons per day within the next 24 months. The cost of providing additional capacity to Shorewood shall be at Shorewood's sole cost and expense.

Joliet shall also advise Shorewood of the proposed connection fees for granting the additional capacity requested by Shorewood.

The notice by Shorewood to Joliet shall be sent within thirty (30) days of the aforementioned event occurring and Joliet shall respond to Shorewood within sixty (60) days after receipt of notice. The charge for the additional capacity shall be a fair, reasonable and equitable apportionment of Joliet's prior capital costs related to sewage treatment and collection (to the extent Shorewood's request would utilize Joliet's collection system) less grant reimbursements, or Joliet's actual capital construction costs related to sewage treatment and collection (to the extent Shorewood's request

would utilize Joliet's collection system) less grant reimbursements; whichever is applicable.

In the event that the amount of future grant reimbursements cannot be ascertained at the time of purchase by Shorewood of additional capacity from Joliet, then in that event, Joliet agrees to reimburse Shorewood for the proportionate share of the grant due Shorewood at such time as the amount of future grant reimbursements are ascertained. The proportionate share shall be defined as Shorewood's capacity purchased from Joliet as compared to the total of Joliet's construction necessary to serve Shorewood.

(d) Expansion of Joliet Facilities Planning Area

(1) Joliet agrees to expand the Joliet Facilities Planning Area to provide for the growth of the Shorewood Wastewater Collection System within the corporate limits of Shorewood, provided such expansion does not violate any intergovernmental boundary line agreement entered into by Joliet or Shorewood with each other or with other units of government. If Shorewood desires to expand the Shorewood Wastewater Collection System in accordance with the terms of this agreement to an area outside the Joliet Facilities Planning Area, Shorewood shall prepare the necessary application to demonstrate that the required planning criteria are met and forward the application to Joliet. After review and comment related to the planning criteria, Joliet and Shorewood shall jointly apply to the Illinois Environmental Protection Agency for expansion of the Joliet Facilities Planning Area. Shorewood shall pay necessary engineering and legal fees for the effort necessary to attend meetings, attend hearings and file the necessary documentation to obtain approval of the

expansion.

(2) At no time during the term of this agreement shall Shorewood apply for a separate Facilities Planning Area or construct a wastewater treatment facility to service those areas which are contained within Joliet Facilities Planning Area. If Shorewood expands its corporate limits into other areas during the term of this agreement, Shorewood is authorized to apply for a Shorewood Facilities Planning Area and a treatment facility.

(e) Rules and Regulations of Shorewood

With regard to those areas of Shorewood whose sewerage is being treated by Joliet:

(1) Shorewood shall require a condition of service, that the construction, materials and method of construction for all sewer and house connections be inspected to minimize future problems and infiltration.

(2) Shorewood shall adopt and enforce Rules and Regulations that will effectively prohibit the future introduction of surface or ground water or solid or hazardous waste into the sewer system and shall exercise its best efforts to construct a system that will not permit unreasonable infiltration into the sewer lines.

(3) Shorewood shall adopt and enforce Rules and Regulations required to comply with Paragraph III(c) hereof as it pertains to ordinances and regulations of Joliet regarding unacceptable waste discharges.

(4) All of the above Rules and Regulations shall be effective on or before the date Joliet begins to provide service to Shorewood under this Agreement.

(f) *Use of Gravity Sewer Constructed East of Interstate 55.*

The gravity sewer constructed east of Rock Run Drive pursuant to the Prior Agreements shall be allocated for use as follows:

(1) Joliet has paid \$2,000 to Shorewood for 100,000 gallons per day of capacity in the gravity sewer. The plans for connections shall be made available to Shorewood for review and comment and Shorewood shall have the right to inspect connections made by Joliet.

(2) Shorewood shall retain all capacity except for the increment allocated to Joliet.

**VII. USE OF RIGHT OF WAY**

In addition to any other right or entitlement either party may have or hereafter acquire, each party agrees to grant the other party the reasonable use of its public rights of way for the construction, operation and maintenance of its respective public utility systems. There shall be no fee or other charge imposed for the use of such rights of way. Provided, however, that a party using a right of way of the other party shall promptly reimburse such other party for its actual out of pocket expenses incurred in the review of a request to use the right of way. A party using the right of way of the other party shall comply with reasonable permit conditions established to protect, repair and restore the right of way and its appurtenances. A party using the right of way of the other party shall defend and indemnify the other party from and against any claim asserted by a third party in connection with said party's use of the right of way.

Shorewood hereby grants and permits Joliet the use of Shorewood's Black Road

right of way for the construction, operation and maintenance of a force main between Joliet's Black Road Pumping Station and the Aux Sable Wastewater Treatment Plant in accordance with the plans and specifications prepared by Clark Dietz, Inc. and dated December, 2010. Joliet shall coordinate traffic issues with Shorewood. Joliet shall restore that portion of Black Road disturbed by Joliet's use of Black Road for construction of said force main as soon as practicable.

**VIII. SHOREWOOD'S INABILITY TO MEET FINANCIAL OBLIGATION**

If Shorewood is in default in any payment to be made hereunder and it reasonably appears to Joliet that Shorewood is unable to meet its financial obligations under this Agreement or if Shorewood's discharge to Joliet is in noncompliance with any Joliet, State or Federal regulations dealing with pollutant or contaminant levels, Shorewood agrees that Joliet may exercise one or more of the following options:

(a) Upon sixty (60) days written notice thereof, Joliet may terminate its services to Shorewood without further notice; provided, however, that such termination complies with all local State and Federal laws and regulations pertaining thereto; and provided further, that services to Shorewood shall not be terminated if, prior to expiration of sixty (60) days from the written notice from Joliet, Shorewood has met its financial obligations under this Agreement or has made arrangements satisfactory to Joliet to meet such obligations, or in the case of non-compliance with discharge limitations, has brought its discharges into compliance with Joliet, State or Federal regulations dealing with pollutant or contaminant levels.

(b) If any payment remains unpaid for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the

operation of the Shorewood system tributary to the Joliet wastewater system (including customer billing), if any, and deal directly with the users and accept their payments until such time as all amounts in default are paid. In such event, and in addition to any other right or claim Joliet may have under law against Shorewood or its customers in the Shorewood Service Area, Joliet shall also be authorized to claim, record and enforce liens against those real properties in the Shorewood Service Area with delinquent bills in accordance with applicable law.

(c) If any noncompliance continues for a period of sixty (60) days after receipt of written notice by Shorewood from Joliet and action to correct has not been implemented, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Further, if the noncompliance continues for a period of 180 days after receipt of written notice by Shorewood from Joliet, Joliet may take over all aspects of the operation of the Shorewood system tributary to Joliet's wastewater system. Operation of the Shorewood system shall include customer billing. Joliet is authorized to deal directly with the users and accept their payments until such time as the cost to comply is paid and compliance is established.

(d) The parties may pursue any other remedies available to them at law or in equity.

(e) In order to maintain a continuity of service, Shorewood shall have the right to make any payment of a disputed fee "under protest" which payment shall be subject to a refund in the event of a judicial decision in Shorewood's favor.

#### **IX. ENFORCEABILITY**

This Agreement shall be enforceable in any court of competent jurisdiction by

any of the parties hereto by an appropriate action at law or equity to secure the performance of the covenants herein contained, including the remedies of injunction, mandatory injunction and specific performance.

**X. HOLD HARMLESS**

Shorewood shall save, defend and hold Joliet and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency, or litigation including therein all costs, settlements, and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Shorewood.

Joliet shall save, defend and hold Shorewood and its agents, officials and employees harmless against any and all claims for damages by third parties, enforcement action by any State or Federal agency or litigation including therein all costs, settlements and fines and reasonable attorney fees, as a result of any violations or breaches of this Agreement by Joliet.

Joliet and Shorewood specifically reserve any claim, privilege, immunity and defense accorded them under law.

**XI. NEW INDUSTRIAL USERS**

Notwithstanding any other provision herein, Joliet shall have no responsibility to accept industrial waste from new users of the Shorewood's system in any case in which the quality of the proposed industrial waste flows will exceed the limits of any constituents except B.O.D. and Suspended Solids imposed upon other users of the Joliet system.

**XII. DISPOSAL OF SYSTEM**

With regard to that portion of the Shorewood system tributary to Joliet's wastewater system, Shorewood shall not sell or otherwise dispose of any portion of its system nor subcontract the operation of such system, unless and until Shorewood shall first offer to Joliet the first option to purchase the system at the same price and on the same conditions as any bona fide offer previously made, as the case may be. Shorewood shall notify Joliet in writing within ten (10) days of such offer and Joliet shall have a forty-five (45) day period beginning on the date of receipt of written notice of the previously made written offer to exercise such option. If Joliet fails to exercise its option to purchase Shorewood's system in accordance with the provisions of this Section, and Shorewood sells or otherwise disposes of its sewer system or any portion thereof, be it voluntarily or involuntarily through insolvency, receivership or eminent domain proceedings, then Shorewood shall transfer or convey the system or any portion thereof with the stipulation that the terms of this Agreement shall be binding on the transferee or successor in interest for the remaining term of this Agreement.

For purposes of this Paragraph, the term "System" is limited to and intended to mean that equipment and those structures which have been installed or constructed solely for the purpose of providing wastewater collection and treatment by the City of Joliet. "System" specifically does not include any real estate or interests in any real estate which Shorewood may own, act or control in which such equipment or structures are located.



**XIII. TERM OF AGREEMENT**

This Agreement will be in effect for a term of forty (40) years from and after the effective date of this Agreement, and thereafter will continue for six (6) successive periods of ten (10) years, unless either party gives written notice to the other party at least two (2) years prior to the end of the initial 40-year term or any singular 10-year period of its' intent to terminate this Agreement or until modified by the parties, in accordance with provisions of this Agreement, subject to applicable Federal and State rules and regulations.

**XIV. AMENDMENTS**

No amendments to this Agreement shall be effective unless accomplished by written agreement pursuant to proper authority granted by the governing boards of each party to this Agreement.

**XV. ASSIGNMENT**

Except as hereinbefore provided, it is mutually understood and agreed upon by the parties that neither party shall assign, transfer or convey any right, title or interest in and to this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

**XVI. COOPERATION OF THE PARTIES**

Both parties agree to timely perform the provisions hereof and to keep the other informed of a foreseeable problem or dispute deemed likely to arise in the performance hereof.

**XVII. TIME IS OF THE ESSENCE**

Both Shorewood and Joliet recognize that time is of the essence.

**XVIII. RECITALS**

The matters contained in the recitals to this Agreement are agreed by the parties to be true and be interpreted as part of the Agreement between the parties.

**XIX. AGREEMENT COMPLETE**

The foregoing is intended to constitute a full and complete restatement and amendment of the Prior Agreements. There are no oral understandings or agreements not set forth in writing herein.

**XX. EFFECTIVE DATE**

This Agreement shall take effect on the date hereinabove first written.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

**CITY OF JOLIET,  
a municipal corporation**

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

**Thomas C. Giarrante  
Mayor**

**VILLAGE OF SHOREWOOD,  
a municipal corporation**

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

**Richard E. Chapman  
Village President**

Attest: \_\_\_\_\_

**Janet K. Traven  
City Clerk**

Attest: \_\_\_\_\_

**Julia A. Russell  
Village Clerk**

# Shorewood - Joliet Sanitary Sewer Connections

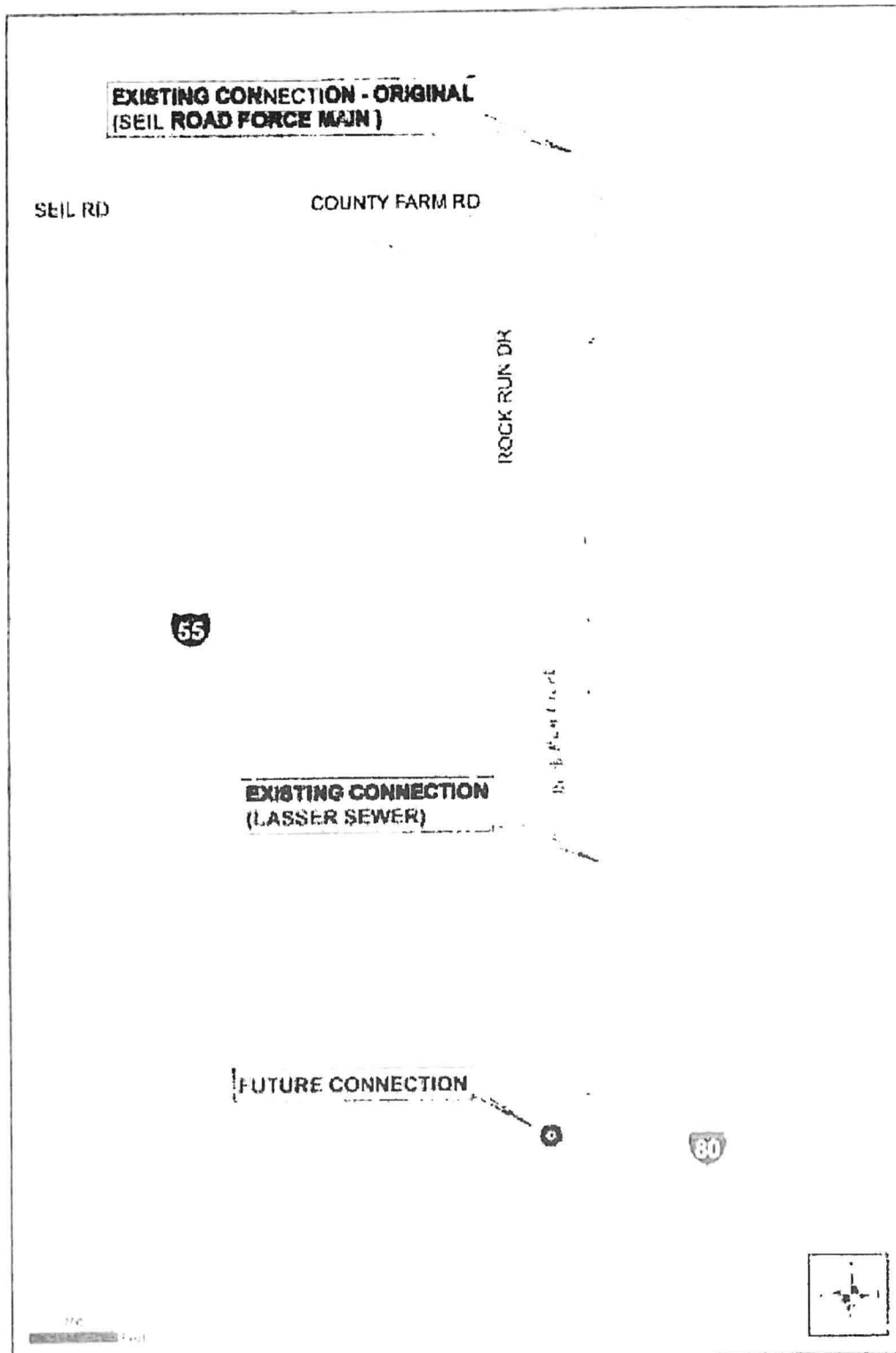


EXHIBIT A

**VILLAGE OF SHOREWOOD - AMORTIZATION SCHEDULE  
JOLIET / SHOREWOOD WASTEWATER AGREEMENT**

| Fiscal Year            | Payment # | Payment Date | Principal  | Interest  | Debt Serv. | Fiscal Debt Service | Outstanding Debt |
|------------------------|-----------|--------------|------------|-----------|------------|---------------------|------------------|
| Interest Rate : 1.250% |           |              |            |           |            |                     | 12,000,000.00    |
| 2013                   | 1         | 4/1/2013     | 338,453.20 |           | 338,453.20 |                     | 11,661,546.80    |
|                        | 2         | 10/1/2013    | 264,353.79 | 74,099.41 | 338,453.20 | 676,906.40          | 11,397,193.01    |
| 2014                   | 3         | 4/1/2014     | 266,429.27 | 72,023.93 | 338,453.20 |                     | 11,130,763.74    |
|                        | 4         | 10/1/2014    | 267,726.47 | 70,726.73 | 338,453.20 | 676,906.40          | 10,863,037.27    |
| 2015                   | 5         | 4/1/2015     | 269,804.84 | 68,648.36 | 338,453.20 |                     | 10,593,232.43    |
|                        | 6         | 10/1/2015    | 271,142.04 | 67,311.16 | 338,453.20 | 676,906.40          | 10,322,090.39    |
| 2016                   | 7         | 4/1/2016     | 272,864.92 | 65,588.28 | 338,453.20 |                     | 10,049,225.47    |
|                        | 8         | 10/1/2016    | 274,598.75 | 63,854.45 | 338,453.20 | 676,906.41          | 9,774,626.72     |
| 2017                   | 9         | 4/1/2017     | 276,682.99 | 61,770.21 | 338,453.20 |                     | 9,497,943.73     |
|                        | 10        | 10/1/2017    | 278,101.68 | 60,351.52 | 338,453.20 | 676,906.40          | 9,219,842.05     |
| 2018                   | 11        | 4/1/2018     | 280,188.92 | 58,264.28 | 338,453.20 |                     | 8,939,653.13     |
|                        | 12        | 10/1/2018    | 281,649.15 | 56,804.05 | 338,453.20 | 676,906.40          | 8,658,003.98     |
| 2019                   | 13        | 4/1/2019     | 283,739.42 | 54,713.78 | 338,453.20 |                     | 8,374,264.56     |
|                        | 14        | 10/1/2019    | 285,241.73 | 53,211.47 | 338,453.20 | 676,906.40          | 8,089,022.83     |
| 2020                   | 15        | 4/1/2020     | 287,054.20 | 51,399.00 | 338,453.20 |                     | 7,801,968.63     |
|                        | 16        | 10/1/2020    | 288,878.19 | 49,575.01 | 338,453.20 | 676,906.40          | 7,513,090.44     |
| 2021                   | 17        | 4/1/2021     | 290,974.64 | 47,478.56 | 338,453.20 |                     | 7,222,115.80     |
|                        | 18        | 10/1/2021    | 292,562.67 | 45,890.53 | 338,453.20 | 676,906.40          | 6,929,553.13     |
| 2022                   | 19        | 4/1/2022     | 294,662.27 | 43,790.93 | 338,453.20 |                     | 6,634,890.86     |
|                        | 20        | 10/1/2022    | 296,294.00 | 42,159.20 | 338,453.20 | 676,906.40          | 6,338,596.86     |
| 2023                   | 21        | 4/1/2023     | 298,396.79 | 40,056.41 | 338,453.20 |                     | 6,040,200.07     |
|                        | 22        | 10/1/2023    | 300,072.76 | 38,380.44 | 338,453.20 | 676,906.40          | 5,740,127.31     |
| 2024                   | 23        | 4/1/2024     | 301,979.47 | 36,473.73 | 338,453.20 |                     | 5,438,147.84     |
|                        | 24        | 10/1/2024    | 303,898.30 | 34,554.90 | 338,453.20 | 676,906.39          | 5,134,249.54     |
| 2025                   | 25        | 4/1/2025     | 306,007.60 | 32,445.60 | 338,453.20 |                     | 4,828,241.94     |
|                        | 26        | 10/1/2025    | 307,773.75 | 30,679.45 | 338,453.20 | 676,906.41          | 4,520,468.19     |
| 2026                   | 27        | 4/1/2026     | 309,886.35 | 28,566.85 | 338,453.20 |                     | 4,210,581.84     |
|                        | 28        | 10/1/2026    | 311,698.46 | 26,754.74 | 338,453.20 | 676,906.40          | 3,898,883.38     |
| 2027                   | 29        | 4/1/2027     | 313,814.42 | 24,638.78 | 338,453.20 |                     | 3,585,068.96     |
|                        | 30        | 10/1/2027    | 315,673.07 | 22,780.13 | 338,453.20 | 676,906.39          | 3,269,395.89     |
| 2028                   | 31        | 4/1/2028     | 317,678.91 | 20,774.29 | 338,453.20 |                     | 2,951,716.98     |
|                        | 32        | 10/1/2028    | 319,697.50 | 18,755.70 | 338,453.20 | 676,906.40          | 2,632,019.48     |
| 2029                   | 33        | 4/1/2029     | 321,820.30 | 16,632.90 | 338,453.20 |                     | 2,310,199.18     |
|                        | 34        | 10/1/2029    | 323,773.81 | 14,679.39 | 338,453.20 | 676,906.40          | 1,986,425.37     |
| 2030                   | 35        | 4/1/2030     | 325,900.10 | 12,553.10 | 338,453.20 |                     | 1,660,525.27     |
|                        | 36        | 10/1/2030    | 327,901.95 | 10,551.25 | 338,453.20 | 676,906.41          | 1,332,623.32     |
| 2031                   | 37        | 4/1/2031     | 330,031.76 | 8,421.44  | 338,453.20 |                     | 1,002,591.56     |
|                        | 38        | 10/1/2031    | 332,082.57 | 6,370.63  | 338,453.20 | 676,906.40          | 670,508.99       |
| 2032                   | 39        | 4/1/2032     | 334,192.67 | 4,260.53  | 338,453.20 |                     | 336,316.32       |
|                        | 40        | 10/1/2032    | 336,316.32 | 2,137.01  | 338,453.33 | 676,906.53          | 0.00             |

**EXHIBIT B**



Exhibit "C"

**Revised Sewer Plan**

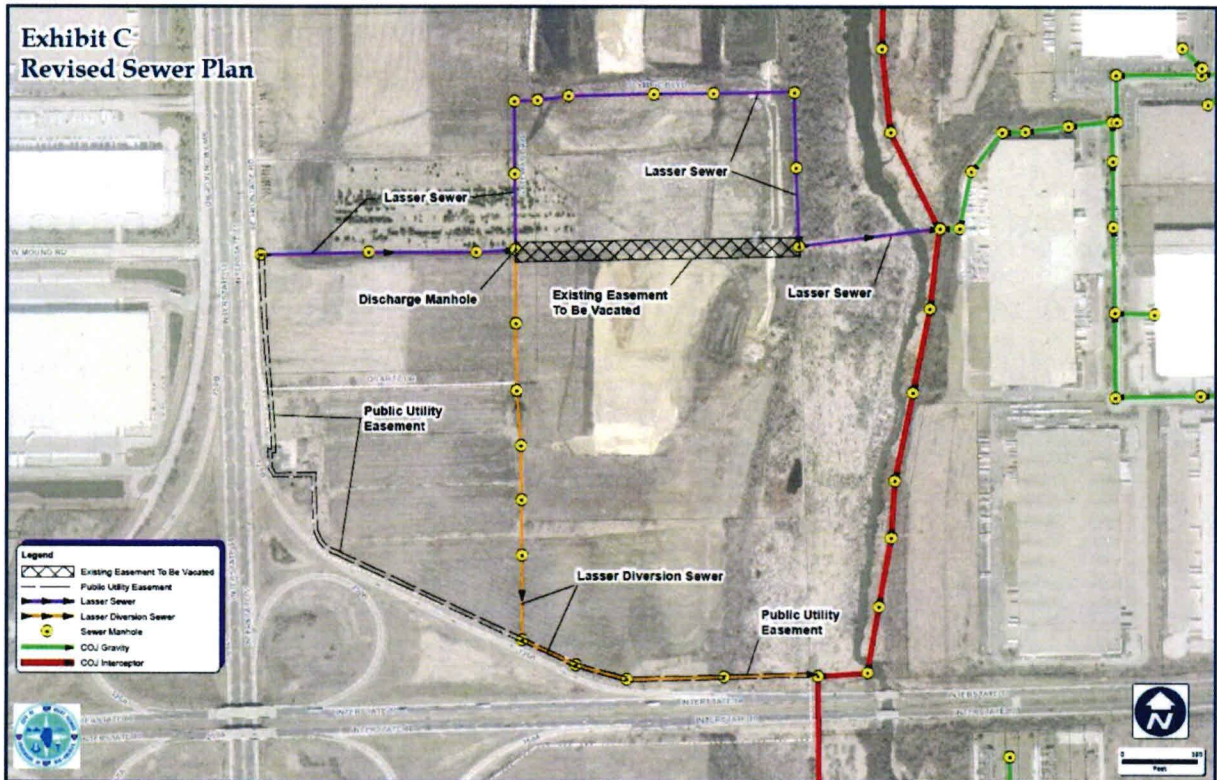


Exhibit "D"

**Release of Easement**

|                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------|
| <b>RELEASE<br/>OF<br/>EASEMENT</b>                                                                                         |
| Prepared by:<br>David J. Silverman<br>MAHONEY, SILVERMAN & CROSS, LLC<br>822 Infantry Drive, Suite 100<br>Joliet, IL 60435 |
| Mail to:<br>CITY OF JOLIET<br>Attn: Corporation Counsel<br>150 W. Jefferson Street<br>Joliet, IL 60432                     |

**RELEASE OF EASEMENT**

WHEREAS, the Village of Shorewood was granted a Sewer Easement by Document Number R2006044406 as recorded with the Will County Recorder of Deeds (the "Easement"); and

WHEREAS, the sewer line constructed in a portion of the Easement is no longer necessary or useful as the sewer line has been relocated; and

WHEREAS, the Village of Shorewood desires to release the Easement as described on Exhibit A attached hereto (the "Easement") to the City of Joliet; and

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency are hereby acknowledged by the Village of Shorewood does hereby fully abrogate, terminate, release, acquit, waive and forever discharge any rights it may have in the Easement.

IN WITNESS WHEREOF, the undersigned has executed this Release of Easement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Village of Shorewood

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS**

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ **[NAME]** \_\_\_\_\_, personally known to me to be \_\_\_\_\_ **[TITLE]** \_\_\_\_\_, of the Village of Shorewood, an Illinois Municipality, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

*Exhibit "A"*

**LEGAL DESCRIPTION**

THE NORTH 20 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN LIS PENDENS NOTICE RECORDED AS DOCUMENT NO. 2004-229312 SAID EAST LINE ALSO BEING THE EAST RIGHT-OF-WAY OF FAI ROUTE 55, PER DOCUMENT NO. 784006, ALL IN WILL COUNTY, ILLINOIS.



Exhibit "E"

**Bill of Sale**

**BILL OF SALE**

---

The Village of Shorewood, an Illinois Municipal Corporation (the "Village") pursuant to the terms of a certain Intergovernmental Agreement dated September 13, 2011 (the "IGA"), does hereto transfer and convey to the City of Joliet, an Illinois Municipal Corporation (the "City"), all of its Right, Title and Interest to the Lasser Sewer as described in the IGA. Provided, however, that pursuant to the terms of that certain Transfer Agreement between the Village and the City dated the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Transfer Agreement"), Shorewood retains its right to convey a maximum peak flow of 8 million gallons per day of wastewater through the Lasser Sewer and the Lasser Diversion Sewer as described in the Transfer Agreement.

The Lasser Sewer is conveyed by the Village to the City as-is with no representations as to the condition of the Lasser Sewer. All warranties of quality, fitness and merchantability are excluded. Joliet shall maintain the Lasser Sewer in good working order throughout the term of the IGA.

IN WITNESS WHEREOF, the Village has executed this Bill of Sale on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Village of Shorewood

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

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

City of Joliet

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

Exhibit C

Future  
Forcemain  
Connection

Oversized  
Line

NOTE:

NO WORK SHALL OCCUR WITHIN WETLAND LIMITS  
UNTIL PERMIT IS OBTAINED FROM USACE

RECOMMENDED SEQUENCE  
OF CONSTRUCTION

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES (J.U.L.I.E.) FOR LOCATING EXISTING UTILITIES WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES ON MEASURES NECESSARY TO PROTECT EXISTING UTILITIES THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT AS WELL AS NECESSARY UTILITY RELOCATION.
2. UPON COMPLETION OF PRE-CONSTRUCTION MEETING WITH THE CITY OF JOLIET AND REQUIRED NOTIFICATIONS, CONTRACTOR SHALL INSTALL ALL REQUIRED SEDIMENT AND EROSION CONTROL MEASURES DEFINED ON PLANS PRIOR TO ANY EXCAVATION OR EARTHMOVING OPERATIONS. ALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AND DEVICES SHALL BE MAINTAINED BY THE RESPONSIBLE CONTRACTOR THROUGHOUT THE CONSTRUCTION AND STABILIZATION PERIOD.
3. CONTRACTOR SHALL INSTALL THE TEMPORARY TIMBER MATS FOR TRENCH SPOILS AND EQUIPMENT STABILIZATION AS ILLUSTRATED ON THE PLANS.
4. COMMENCE WITH TOPSOIL EXCAVATION AND STOCKPILING AND EARTH EXCAVATION NECESSARY TO CONSTRUCT THE SANITARY SEWER TRENCH AND TRENCH SPOILS TO BE DEPOSITED ON TIMBER MATS AND SEGREGATED FROM EACH OTHER. ALL TRENCH SPOILS SHALL BE USED FOR BACKFILL OR REMOVED FROM THE SITE WITHIN 20 CALENDAR DAYS.
5. CONSTRUCT SANITARY SEWER AND BACKFILL. EXCAVATED MATERIALS SHALL BE USED TO THE EXTENT PRACTICABLE, WITH THE UPPER SIX (6) TO TWELVE (12) INCHES BACKFILLED WITH THE TOPSOIL OBTAINED DURING TRENCH EXCAVATION.
6. PERFORM ALL REQUIRED SANITARY SEWER TESTING AND MAKE ANY REQUIRED ADJUSTMENTS/REPAIRS.
7. REMOVE AND DISPOSE ALL CONSTRUCTION DEBRIS. EXCESS TRENCH SPOILS AND RETURN TRENCH AREA TO EXISTING/PRE-CONSTRUCTION ELEVATIONS LESS TOPSOIL THICKNESS OBSERVED DURING TOPSOIL REMOVAL.
8. RESPREAD EXCAVATED TOPSOIL OVER TRENCH AREA.
9. SEED DISTURBED AREA WITH IDOT CL.7 SEED MIX IN ACCORDANCE WITH ARTICLE 250 OF THE STANDARD SPECIFICATIONS.
10. REMOVE TIMBER MATS. ONCE TIMBER MATS ARE REMOVED NO RE-GRADING OF WETLAND OR RE-ENTRY INTO WETLAND IS ALLOWED UNLESS TIMBER MATS ARE RE-INSTALLED.
11. INSTALL EROSION CONTROL BLANKET IN ACCORDANCE WITH ARTICLE 251.04 OF THE STANDARD SPECIFICATIONS.
12. COMMENCE WITH ANY REQUIRED POST-CONSTRUCTION INSPECTIONS AND MAINTENANCE ACTIVITIES.

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PREPARED FOR:

CULLINAN JOLIET, LLC  
760 VILLAGE CENTER DR. SUITE 200B  
BURR RIDGE, IL. 60527  
(630) 286-0100

PREPARED BY:

**CEMCON, Ltd.**

Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9675  
Ph: 630.862.2100 Fax: 630.862.2199  
E-Mail: info@cemcon.com Website: www.cemcon.com

REVISIONS

| NO. | DATE         | DESCRIPTION                                        | NO. | DATE | DESCRIPTION |
|-----|--------------|----------------------------------------------------|-----|------|-------------|
| 1   | 04-11-25/DFM | REVISED PER CITY OF JOLIET COMMENTS DATED 04-10-25 |     |      |             |
|     |              |                                                    |     |      |             |
|     |              |                                                    |     |      |             |
|     |              |                                                    |     |      |             |
|     |              |                                                    |     |      |             |

SANITARY SEWER

RRC SANITARY DIVERSION SEWER

|               |               |                  |                       |
|---------------|---------------|------------------|-----------------------|
| FILE NAME: PP | DSGN. BY: MMW | JOB NO.: 849.006 | FLD. BK./PG.:         |
| DIR: 848006   | DRN. BY: KMS  | DATE: 01-17-25   | SCALE: 1" = 50'H; 5"V |

SHEET NO.  
11 of 12