

ORDINANCE NO. 9192-109

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT CONCERNING SANITARY SEWERS
BY AND BETWEEN THE CITY OF CHAMPAIGN, THE CITY OF
URBANA, THE VILLAGE OF SAVOY AND THE URBANA
& CHAMPAIGN SANITARY DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS, as follows:

Section 1. That an Agreement between the Cities of Urbana and Champaign, the Village of Savoy and the Urbana & Champaign Sanitary District, concerning Sanitary Sewers, in the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, at a special meeting of said Council.

PASSED by the City Council this 29th day of June,
1992.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

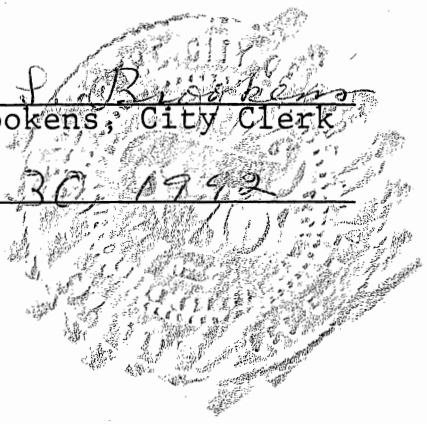
APPROVED by the Mayor this 30th day of June,
1992.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9192-109 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

June 30, 1992
Date



AGREEMENT CONCERNING SANITARY SEWERS

PREAMBLE:

WHEREAS, the City of Champaign ("Champaign"), the City of Urbana ("Urbana"), and the Village of Savoy ("Savoy"), Illinois (hereinafter sometimes referred to collectively as "Municipalities"), as they have developed, have each also developed a network of sanitary sewers to serve their respective communities; and

WHEREAS, in 1921, the Urbana and Champaign Sanitary District (hereinafter referred to sometimes as "District") was organized under the authority of the Sanitary District Act of 1917 (Illinois Revised Statutes, Chapter 42, paragraph 29, et seq., hereinafter "Act"); and

WHEREAS, the Act empowers the District to perform the duties and exercise such powers as are set forth in the Act, including but not limited to the power to control connections and set standards for construction for all municipal sanitary sewer systems tributary to its system, to serve territory outlying its boundaries, to prevent pollution of waters within fifteen (15) miles of its boundaries; and

WHEREAS, the Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111-1/2, paragraph 1001, et seq.) further empowers and requires the District to perform certain activities with respect to pollutants and the discharge thereof; and

WHEREAS, over the years, certain problems have arisen that impact on the growth, jurisdiction and responsibilities of each

of the parties and it is the desire of the parties to jointly address the common problems created, rather than each of the parties separately addressing those problems that they share in common, such problems being among others, the following, to-wit:

1. That there are indications of development occurring in the Champaign, Urbana, Savoy area that may result in the inefficient allocation of public resources; and
2. That there are indications that efforts to reduce infiltration and inflow into the sanitary sewers of the Municipalities and District should be increased as agreed upon in the joint agreement approved by several of the parties hereto, dated January, 1978, and attached hereto; and
3. That some uncertainty has arisen regarding as to which governmental entity has authority and jurisdiction over portions of the sanitary sewer system; and
4. That the inspection of service connections to the sanitary sewers is not consistent throughout the District and should be better coordinated by the parties; and
5. That the District provides increased levels of service to parcels within the District but outside the corporate limits of the Municipalities without additional charge to those parcels; and

WHEREAS, all parties agree that a joint effort by the District and the Municipalities to control such development as

results in inefficient allocation of public resources would be in the best interests of the citizens; and

WHEREAS, Champaign and Urbana are both home rule units under the 1970 Illinois Constitution; Savoy is not a home rule unit but is a unit of local government; the District is a unit of local government; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (Illinois Revised Statutes, 1987, Chapter 127, Section 741, et seq.) provide not only the encouragement for intergovernmental cooperation but also provide the authority for cooperation among and between all units of local government to contract and otherwise associate among themselves in any manner not prohibited by law; and

WHEREAS, the parties hereto recognize that sewage transportation is a problem which would be more effectively resolved on an area-wide basis and by the joint efforts and resources of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing mutual promises and aforementioned premises, it is agreed as follows:

Section 1. Technical Committee.

(a) A Technical Committee is hereby formed consisting of the respective Municipal Engineer or the Municipal Engineer's designee of each Municipality and the designee of the District's

Director, and such other officials as may be designated by the Chief Administrative Officer of the parties. The Technical Committee shall also include a technical representative of the County designated by the County Board Chair.

(b) The Committee shall meet not less than quarterly to discuss and determine, consistent with the intent as expressed in the Preamble to this Agreement, the coordination and implementation of specific responsibilities set forth in this Agreement, methods and programs to reduce inflow and infiltration, master planning of the community's sanitary sewer system, approaches to long-range planning and land use and development control issues insofar as the sanitary sewer system affects such planning and regulation, and the responsibilities of each of the parties with respect to the sanitary sewer system. The first such meeting shall be called by the District within sixty (60) days after this Agreement has been executed by the District.

(c) A secretary, responsible for taking minutes of the meetings of the Technical Committee, shall be provided by each of the parties on a rotating tenure. The length of the tenure of the Secretary shall be decided by the Committee. The secretary shall, within thirty (30) days following the date of the meeting, forward copies of the draft minutes to the Mayor of each of the Municipalities, the President of the Board of Trustees of the District and the Chief Administrative Officer of each party at the same time they are forwarded to the members of the Committee.

(d) The Chief Administrative Officer of each party shall have the authority to call for a meeting of the other Chief Administrative Officers of the parties to provide guidance to the Committee.

Section 2. Definitions, Jurisdiction and Maintenance.

(a) "Annexation Boundary Limits" shall, for the purposes of this Agreement, mean the annexation boundaries agreed to by and between the Municipalities.

(b) (1) "Interceptor Sewer" shall, for the purposes of this Agreement, mean a sanitary sewer in existence on the effective date of this Agreement which has been dedicated and accepted for public use, that will be designated on the map provided for in (g) below, as an "Interceptor Sewer", and also any sanitary sewer constructed after the effective date of this Agreement and dedicated and accepted for public use for which the District has fully or partially funded the construction and whose principal function is to transport sewage directly to the District's plant from a tributary sewer system.

(2) Interceptor Sewers shall be owned, operated and maintained by the District.

(c) (1) "Collector Sewer" shall, for the purposes of this Agreement, mean a sanitary sewer in existence on the effective date of this Agreement which has been dedicated and accepted for public use, that will be designated on the map provided for in (g) below, as a "Collector Sewer", and also any sewer constructed after the effective date of this Agreement and dedicated and

accepted for public use, and whose principle function is the collection of sewage from lines servicing individual lots for transport to an interceptor sewer.

(2) Collector Sewers shall be owned, operated and maintained by that Municipality within whose corporate limits such sewer lies; or if the collector sewer lies outside the corporate limits of any of the municipalities, it shall be owned, operated and maintained by the District until such time as the ownership, maintenance and operational responsibility shifts to a municipality pursuant to Section (d)(2) or (e)(2) below.

(d) (1) A "Municipal Approved Collector Sewer" shall, for the purposes of this Agreement, mean any Collector Sewer that lies outside of the corporate limits of the Municipalities and was, is or will be built to serve land which is subject to a written development agreement or annexation agreement approved by the corporate authorities of the Municipality in whose Annexation Boundary Limits such land lies.

(2) A Municipal Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, on February 1 of each year if the map referred to in subsection (g) of this Section indicates that such length comes within a Municipality's corporate limits, the entire length between such manholes thereupon shall, from that date, be owned, operated and maintained by the Municipality.

(e) (1) A "District Approved Collector Sewer" for the purposes of this agreement means any Collector Sewer that lies outside of the corporate limits of the Municipalities, was in existence prior to the effective date of this Agreement and serves land which is not subject to an annexation or development agreement with one (1) of the Municipalities.

(2) A District Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, on February 1 of each year if the map referred to in subsection (g) of this Section indicates that such length comes within a Municipality's corporate limits, the entire length between such manholes thereupon shall, from that date, be owned, operated and maintained by that Municipality.

(f) The District shall own, operate, maintain and approve all Sanitary Sewer Lift Stations and Force Mains within the District; provided, however, the municipality shall, prior to transfer of Lift Stations in existence on the date of this Agreement to the District, upgrade the Lift Stations to the reasonable satisfaction of the District. Unless the municipality receives written notice of the District's request for upgrade within ninety (90) days of the effective date of the Agreement, the Lift Stations shall be presumed to be satisfactory to the District. Sewer ejector stations are considered to be a part of the gravity system and shall continue to be owned, operated, and

maintained by the entity that installed the sewer ejector station.

(g) The District shall annually, on or around, but no later than, February 1, prepare a map for use by the District and the Municipalities which show Municipal boundaries (with information supplied by the Municipalities), Interceptor, Municipal Approved Collector, Collector, and District Approved Collector and University of Illinois owned sewers in existence. The District will gather all available maps from the Municipalities and copy those maps for preparation of the initial set of maps. The District shall produce and distribute the first set of maps within six (6) months following the effective date of this agreement.

(h) In the event the existence of a sanitary sewer is discovered that has not been identified on the attached map as either operated and maintained by one of the Municipalities or the District or the University, then the status of such sanitary sewer shall be the subject of a further agreement of the parties as indicated by its location, function and the definitions contained within this Section.

Section 3. Connection to and Extension of System.

(a) **New Service Connections.** After the effective date of this Agreement, the District shall not allow any new sanitary sewer service connections to Collector or Interceptor or District Approved Collector or Municipal Approved Collector Sewers to serve properties outside of the Municipalities unless the

property to be served by such connection is the subject of a written annexation or development agreement with the Municipality in whose Annexation Boundary Limits the land to be served by the sewer lies, or the property is a lot within a legally recorded final plat which plat has been approved by a Municipality prior to the effective date of this Agreement.

(b) **New Sewer Connections.** After the effective date of this Agreement, the District Agrees that only Collector Sewers within a Municipality or Municipal Approved Collector Sewers or Interceptor Sewers, as defined herein, will be permitted to connect to any Collector, Interceptor, District Approved Collector, or Municipal Approved Collector Sewer.

(c) **Sewer Extensions.** The District shall not permit or allow any person or entity to extend or add to any Interceptor, Municipal Approved Collector, or District Approved Collector Sewer unless the land served by such sewer extension is subject to an annexation or development agreement with the Municipality in whose Annexation Boundary Limit the Land to be served by the sewer lies. This subsection shall not be construed to prohibit the District from extending to or adding to its sewer system, so long as such extension does not otherwise violate the terms of this Agreement.

(d) **Sewer Service Connection Inspections.**

(1) For the purpose of this Section, "sanitary service sewer connection" means the sewer pipe from the clean-out (or if no clean-out, from the exterior connection closest to the

structure) to the connection, at or near the owner's property line, of the individual lot's sanitary service line to the public sanitary sewer.

(2) From and after the effective date of this Agreement, each Municipality will inspect sanitary service sewer connections to all sanitary sewers within its respective Annexation Boundary Limits. The degree of inspection will be the same whether or not the property to be served has been annexed or is subject to an annexation agreement. The results of such inspection shall be reported in writing to the District in a form mutually agreeable to the District and the Municipality.

(3) From and after the effective date of this Agreement, each Municipality will not approve any sanitary service sewer connection for new or renovated construction within the Municipality unless evidence is provided to the Municipality by the applicant for a municipal building permit that the District's connection permit has been obtained.

(e) **Sewer Extension Inspections.** From and after the effective date of this Agreement, each Municipality will inspect or cause to be inspected all authorized extensions of any type of sanitary sewer within the respective Annexation Boundary Limits of the Municipality for compliance with the construction standards in the ordinances of the Municipality and the ordinances of the District. The construction standards of the District relative to the technical aspects of the sewer, as opposed to the general construction standards, shall control

unless the standards of the Municipality require a more stringent standard than that of the District, in which case the Municipality's standards shall control. Said inspection shall be in writing and forwarded to the District. The inspection report shall indicate whether the sewers have been inspected, conform to the ordinances, and whether the sewer has been completed by the Developer to the City's satisfaction. Said written inspection shall serve as notice that the District may issue connection permits for the sanitary sewer service connections for the land to be served by the sewer.

Section 4. Disconnection of Service.

(a) The Municipalities recognize the authority of the District to have control over all connections to its treatment facilities and its right to revoke connection permits when a violation of its ordinances is committed by a property owner residing within their respective corporate limits. Nothing in this Agreement shall be construed as restricting the District from terminating service in any manner provided for by law.

(b) From and after the effective date of this Agreement, the District shall send written notification to the respective Municipality in whose corporate limits the property lies when it has revoked a sanitary sewer connection permit. Upon receipt of such notice, the Municipality will take such steps as are necessary to designate the affected property as unfit for occupancy. Upon such designation, the Municipality shall notify the District in writing of such action.

(c) If the District, after the notice of disconnection has been sent to the Municipality, subsequently permits such affected property to be connected to the sanitary sewer system, the District shall notify the Municipality in writing of such connection permit.

Section 5. User Charges for Unincorporated Areas.

(a) The District shall, within a reasonable time, amend its user charge system to levy an additional user charge against all land within the District located in unincorporated areas to reflect the cost of services provided over and above the charges to land located within the respective Municipalities.

(b) When unincorporated land is annexed to any of the Municipalities, the District user charges for said land shall be revised to that charged for any other property in the respective Municipality's corporate limits.

(c) District user charges for service to land located outside the Municipality that is connected to Municipal Approved Collector Sewers shall be the same as charges for service to unincorporated land until such land becomes annexed as described in this Agreement.

Section 6. Further Assurances. It is understood and agreed that all parties will enact all necessary ordinances and resolutions to effect the provisions of this Agreement.

Section 7. Remedies. The parties may, in addition to any other remedy provided for by law, compel specific performance of this Agreement.

Section 8. Effective Date; Term, Invalidity.

(a) This Agreement shall become effective upon approval of this Agreement by the parties named herein as Municipalities and the District, and also when the City of Champaign, the City of Urbana and the District have approved an agreement assigning all of the obligations of the District under the January 31, 1949 Agreement (including the duty to maintain the flow in the Boneyard Creek Subdistrict of the Saline Branch Drainage District and the obligation to pay assessments of the type heretofore paid to the Saline Branch Drainage District) to the City of Champaign and the City of Urbana, within their respective corporate limits (Agreement Re Boneyard Drainage District), and also when each of the Municipalities have entered into boundary line agreements with each adjacent municipality.

(b) This Agreement concerning sanitary sewers shall be binding on the District and Municipalities for a period of fifteen (15) years following its effective date and shall continue thereafter indefinitely; provided however, that the District, or the Municipalities, may provide written notice one time to terminate the agreement at any time during the five (5) year period which occurs between the date which is fifteen (15) years following the effective date of this Agreement and the time which is twenty (20) years following the effective date of this Agreement. During such time period, the District, or the Municipalities may provide written notice to terminate the Agreement, effective at the end of the 16th, 17th, 18th, 19th, or

20th year of the Agreement by providing the other party with written notice of termination at least three hundred sixty-five (365) days prior to the effective date of the proposed termination; and be it further provided that in the event of termination by the Municipalities, "the Municipalities" must collectively provide the written notice to terminate.

(c) The District agrees that it will give notice of termination of this Agreement only if one hundred percent (100%) of the Board of Trustees of the Sanitary District affirmatively vote for such termination based on a finding that the following standards have been met:

- (i) The existence of this Agreement has unreasonably restricted the District in carrying out its statutory duties; or
- (ii) The existence of this Agreement has unreasonably restricted the operation of the District due to the action of one or both of the municipalities in unreasonably restricting the development of areas when the District has delineated such areas for expansion of the District's sewer system in its long range plans, if those long range plans, when adopted, are consistent with the adopted comprehensive plan of the municipality, and expended public funds for such expansion. "Unreasonable restriction" shall mean that the municipality has, through action or inaction over an extended period of time, adopted a policy in fact or through its course of action which presents or substantially hinders construction in areas outside the corporate limits of the Cities. An example of an unreasonable restriction is a policy for construction outside of the corporate limits of a City which is different than the policy which affect construction in areas inside the corporate limits of the City.

Within thirty (30) days following the decision of the District to terminate the Agreement, the District shall forward to the Champaign County Board (or such successor governing body for the County) a written statement delineating its decision to terminate the Agreement and the reasons for the termination based upon the above standards. A copy of such written statement directed to the Champaign County Board shall be forwarded to each Municipality. Upon receipt of the written report from the District, the matter will be placed before the Champaign County Board for review. One or more of the Municipalities shall have the right to file written statements with the Champaign County Board evidencing its disagreement with the decision of the District and the reasons for its disagreement. The District will request that the Champaign County Board review the decision of the District within ninety (90) days following the receipt of the written report from the District and if the decision of the District is approved by a three-fourths (3/4) majority of the Champaign County Board Members then holding office, the decision of the District will be affirmed and the notice given by the District to the Municipalities will take effect at the end of the year designated for the time of termination. If the Champaign County Board does not affirmatively approve the decision of the District by a three-fourths (3/4) majority vote of the Members then holding office, the right of the District to proceed with termination shall end and this Agreement shall continue in accordance with its terms. If the District makes such a finding

and such finding is applicable to only one of the municipalities, the District shall so state in its findings. The termination shall only be effective as to the municipality to which the finding is applicable. If the termination is effective as to Savoy, this agreement shall continue in force and effect as to Champaign and Urbana.

(d) In the event of the termination of this Agreement by the District, or by the Municipalities, the Agreement Re Boneyard Drainage District, being executed concurrently herewith, shall automatically terminate and the provisions regarding termination as contained in the Agreement Re Boneyard Drainage District shall apply. If the termination is effective as to either Champaign or Urbana, the assignment agreement with respect to the Boneyard between the Cities and the District shall remain in effect with respect to the non-terminated municipality. The District shall reassume any contractual responsibilities of the terminated City under the Agreement Re Boneyard Creek that the terminated municipality had in relation to the maintenance of the Boneyard Creek and payment of the Saline Branch Drainage District assessment.

(e) If a court of competent jurisdiction declares such assignment referred to in this Section 8 or any other provision of this Agreement to be invalid or otherwise unenforceable in whole or in part, the obligations of the Municipalities and the District hereunder shall forthwith cease and terminate at the

date of the exhaustion of the last appeal from such declaration of invalidity or unenforceability.

Section 9. Other Obligations of the District.

(a) The District represents to the Municipalities that it has made an exhaustive effort to review its files for the purpose of discovering any written, legally binding contractual obligations of the District with respect to the transportation of sewage by the District which exist as of the date of this Agreement which would conflict with this Agreement. Based on such effort of the District, disclosure has been made in writing to the Municipalities by the District regarding all such existing contractual obligations of the District. The Municipalities have relied on such disclosure as a material part of their decision to enter into this Agreement. Such contracts may be honored by the District.

(b) The parties agree that any contracts which presently exist, or which are created in the future with respect to the treatment of sewage, as opposed to the transportation of sewage, shall not be prohibited by virtue of this Agreement, unless such agreement has the effect of circumventing this Agreement.

Section 10. University of Illinois Sewers.

(a) Nothing contained in this Agreement shall be construed to prevent the District from providing service to any real property owned or controlled by the University of Illinois, subject to the provisions of this Section.

(b) Any sewers, whether owned or controlled by the District or the University of Illinois, shall not be used or permitted to be used by the District to directly or indirectly contravene any of the provisions of this Agreement.

(c) Should the University of Illinois sell, lease or otherwise permit any non-governmental entity to use its real property for a time period in excess of six (6) months, all provisions of this Agreement shall apply, and if the sewer connection has already been made, after the date of this Agreement, the District shall discontinue serving the property within one hundred twenty (120) days after discovery of such sale, lease or use by a non-governmental entity unless the real property so sold, leased or used is annexed to such Municipality or such real property becomes subject to an annexation or development agreement as provided for herein. The District shall notify the University and the Municipality in whose Annexation Boundary area such property lies immediately upon discovery.

Section 11. Notice. Any notices hereunder shall be considered delivered when mailed, by certified mail, postage prepaid, or delivered personally to:

District

Executive Director
Post Office Box 669
Urbana, IL 61801

Urbana

Mayor
Post Office Box 219
Urbana, IL 61801

Champaign

City Manager
102 North Neil Street
Champaign, IL 61820

VILLAGE OF SAVOY, ILLINOIS

Date: June 3, 1992

By: Robert C. McCreary
President, Board of Trustees

Attest: Rebecca Pittman
Village Clerk

AGREEMENT CONCERNING SANITARY SEWERS

PREAMBLE:

WHEREAS, the City of Champaign ("Champaign"), the City of Urbana ("Urbana"), and the Village of Savoy ("Savoy"), Illinois (hereinafter sometimes referred to collectively as "Municipalities"), as they have developed, have each also developed a network of sanitary sewers to serve their respective communities; and

WHEREAS, in 1921, the Urbana and Champaign Sanitary District (hereinafter referred to sometimes as "District") was organized under the authority of the Sanitary District Act of 1917 (Illinois Revised Statutes, Chapter 42, paragraph 29, et seq., hereinafter "Act"); and

WHEREAS, the Act empowers the District to perform the duties and exercise such powers as are set forth in the Act, including but not limited to the power to control connections and set standards for construction for all municipal sanitary sewer systems tributary to its system, to serve territory outlying its boundaries, to prevent pollution of waters within fifteen (15) miles of its boundaries; and

WHEREAS, the Illinois Environmental Protection Act (Illinois Revised Statutes, Chapter 111-1/2, paragraph 1001, et seq.) further empowers and requires the District to perform certain activities with respect to pollutants and the discharge thereof; and

WHEREAS, over the years, certain problems have arisen that impact on the growth, jurisdiction and responsibilities of each

of the parties and it is the desire of the parties to jointly address the common problems created, rather than each of the parties separately addressing those problems that they share in common, such problems being among others, the following, to-wit:

1. That there are indications of development occurring in the Champaign, Urbana, Savoy area that may result in the inefficient allocation of public resources; and
2. That there are indications that efforts to reduce infiltration and inflow into the sanitary sewers of the Municipalities and District should be increased as agreed upon in the joint agreement approved by several of the parties hereto, dated January, 1978, and attached hereto; and
3. That some uncertainty has arisen regarding as to which governmental entity has authority and jurisdiction over portions of the sanitary sewer system; and
4. That the inspection of service connections to the sanitary sewers is not consistent throughout the District and should be better coordinated by the parties; and
5. ~~That~~ the District provides increased levels of service to parcels within the District but outside the corporate limits of the Municipalities without additional charge to those parcels; and

WHEREAS, all parties agree that a joint effort by the District and the Municipalities to control such development as

results in inefficient allocation of public resources would be in the best interests of the citizens; and

WHEREAS, Champaign and Urbana are both home rule units under the 1970 Illinois Constitution; Savoy is not a home rule unit but is a unit of local government; the District is a unit of local government; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (Illinois Revised Statutes, 1987, Chapter 127, Section 741, et seq.) provide not only the encouragement for intergovernmental cooperation but also provide the authority for cooperation among and between all units of local government to contract and otherwise associate among themselves in any manner not prohibited by law; and

WHEREAS, the parties hereto recognize that sewage transportation is a problem which would be more effectively resolved on an area-wide basis and by the joint efforts and resources of the parties hereto.

NOW, THEREFORE, in consideration of the foregoing mutual promises and aforementioned premises, it is agreed as follows:

Section 1. Technical Committee.

(a) A Technical Committee is hereby formed consisting of the respective Municipal Engineer or the Municipal Engineer's designee of each Municipality and the designee of the District's

Director, and such other officials as may be designated by the Chief Administrative Officer of the parties. The Technical Committee shall also include a technical representative of the County designated by the County Board Chair.

(b) The Committee shall meet not less than quarterly to discuss and determine, consistent with the intent as expressed in the Preamble to this Agreement, the coordination and implementation of specific responsibilities set forth in this Agreement, methods and programs to reduce inflow and infiltration, master planning of the community's sanitary sewer system, approaches to long-range planning and land use and development control issues insofar as the sanitary sewer system affects such planning and regulation, and the responsibilities of each of the parties with respect to the sanitary sewer system. The first such meeting shall be called by the District within sixty (60) days after this Agreement has been executed by the District.

(c) A secretary, responsible for taking minutes of the meetings of the Technical Committee, shall be provided by each of the parties on a rotating tenure. The length of the tenure of the Secretary shall be decided by the Committee. The secretary shall, within thirty (30) days following the date of the meeting, forward copies of the draft minutes to the Mayor of each of the Municipalities, the President of the Board of Trustees of the District and the Chief Administrative Officer of each party at the same time they are forwarded to the members of the Committee.

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(b) (1) "Interceptor Sewer" shall, for the purposes of this Agreement, mean a sanitary sewer in existence on the effective date of this Agreement which has been dedicated and accepted for public use, that will be designated on the map provided for in (g) below, as an "Interceptor Sewer", and also any sanitary sewer constructed after the effective date of this Agreement and dedicated and accepted for public use for which the District has fully or partially funded the construction and whose principal function is to transport sewage directly to the District's plant from a tributary sewer system.

(2) Interceptor Sewers shall be owned, operated and maintained by the District.

(c) (1) ~~"Collector Sewer"~~ shall, for the purposes of this Agreement, mean a sanitary sewer in existence on the effective date of this Agreement which has been dedicated and accepted for public use, that (will be) designated on the map provided for in (g) below, as a "Collector Sewer", and also any sewer constructed after the effective date of this Agreement and dedicated and

accepted for public use, and whose principle function is the collection of sewage from lines servicing individual lots for transport to an interceptor sewer.

(2) Collector Sewers shall be owned, operated and maintained by that Municipality within whose corporate limits such sewer lies; or if the collector sewer lies outside the corporate limits of any of the municipalities, it shall be owned, operated and maintained by the District until such time as the ownership, maintenance and operational responsibility shifts to a municipality pursuant to Section (d)(2) or (e)(2) below.

(d) (1) A "Municipal Approved Collector Sewer" shall, for the purposes of this Agreement, mean any Collector Sewer that lies outside of the corporate limits of the Municipalities and was, is or will be built to serve land which is subject to a written development agreement or annexation agreement approved by the corporate authorities of the Municipality in whose Annexation Boundary Limits such land lies.

(2) A Municipal Approved Collector Sewer shall be owned, operated and maintained by the District until such time that over fifty percent (50%) of the length of such sewer between any two (2) manholes lies within the corporate limits of any of the Municipalities. Annually, on February 1 of each year if the map referred to in subsection (g) of this Section indicates that such length comes within a Municipality's corporate limits, the entire length between such manholes thereupon shall, from that date, be owned, operated and maintained by the Municipality.

(e) (1) A "District Approved Collector Sewer" for the purposes of this agreement means any Collector Sewer that lies outside of the corporate limits of the Municipalities, was in existence prior to the effective date of this Agreement and serves land which is not subject to an annexation or development agreement with one (1) of the Municipalities.

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(f) The District shall own, operate, maintain and approve all Sanitary Sewer Lift Stations and Force Mains within the District; provided, however, the municipality shall, prior to transfer of Lift Stations in existence on the date of this Agreement to the District, upgrade the Lift Stations to the reasonable satisfaction of the District. Unless the municipality receives written notice of the District's request for upgrade within ninety (90) days of the effective date of the Agreement, the Lift Stations shall be presumed to be satisfactory to the District. Sewer ejector stations are considered to be a part of the gravity system and shall continue to be owned, operated, and

maintained by the entity that installed the sewer ejector station.

(g) The District shall annually, on or around, but no later than, February 1, prepare a map for use by the District and the Municipalities which show Municipal boundaries (with information supplied by the Municipalities), Interceptor, Municipal Approved Collector, Collector, and District Approved Collector and University of Illinois owned sewers in existence. The District will gather all available maps from the Municipalities and copy those maps for preparation of the initial set of maps. The District shall produce and distribute the first set of maps within six (6) months following the effective date of this agreement.

(h) In the event the existence of a sanitary sewer is discovered that has not been identified on the attached map as either operated and maintained by one of the Municipalities or the District or the University, then the status of such sanitary sewer shall be the subject of a further agreement of the parties as indicated by its location, function and the definitions contained within this Section.

Section 3. Connection to and Extension of System.

(a) **New Service Connections.** After the effective date of this Agreement, the District shall not allow any new sanitary sewer service connections to Collector or Interceptor or District Approved Collector or Municipal Approved Collector Sewers to serve properties outside of the Municipalities unless the

property to be served by such connection is the subject of a written annexation or development agreement with the Municipality in whose Annexation Boundary Limits the land to be served by the sewer lies, or the property is a lot within a legally recorded final plat which plat has been approved by a Municipality prior to the effective date of this Agreement.

(b) **New Sewer Connections.** After the effective date of this Agreement, the District Agrees that only Collector Sewers within a Municipality or Municipal Approved Collector Sewers or Interceptor Sewers, as defined herein, will be permitted to connect to any Collector, Interceptor, District Approved Collector, or Municipal Approved Collector Sewer.

(c) **Sewer Extensions.** The District shall not permit or allow any person or entity to extend or add to any Interceptor, Municipal Approved Collector, or District Approved Collector Sewer unless the land served by such sewer extension is subject to an annexation or development agreement with the Municipality in whose Annexation Boundary Limit the Land to be served by the sewer lies. This subsection shall not be construed to prohibit the District from extending to or adding to its sewer system, so long as such extension does not otherwise violate the terms of this Agreement.

(d) **Sewer Service Connection Inspections.**

(1) For the purpose of this Section, "sanitary service sewer connection" means the sewer pipe from the clean-out (or if no clean-out, from the exterior connection closest to the

structure) to the connection, at or near the owner's property line, of the individual lot's sanitary service line to the public sanitary sewer.

(2) From and after the effective date of this Agreement, each Municipality will inspect sanitary service sewer connections to all sanitary sewers within its respective Annexation Boundary Limits. The degree of inspection will be the same whether or not the property to be served has been annexed or is subject to an annexation agreement. The results of such inspection shall be reported in writing to the District in a form mutually agreeable to the District and the Municipality.

(3) From and after the effective date of this Agreement, each Municipality will not approve any sanitary service sewer connection for new or renovated construction within the Municipality unless evidence is provided to the Municipality by the applicant for a municipal building permit that the District's connection permit has been obtained.

(e) **Sewer Extension Inspections.** From and after the effective date of this Agreement, each Municipality will inspect or cause to be inspected all authorized extensions of any type of sanitary sewer within the respective Annexation Boundary Limits of the Municipality for compliance with the construction standards in the ordinances of the Municipality and the ordinances of the District. The construction standards of the District relative to the technical aspects of the sewer, as opposed to the general construction standards, shall control

unless the standards of the Municipality require a more stringent standard than that of the District, in which case the Municipality's standards shall control. Said inspection shall be in writing and forwarded to the District. The inspection report shall indicate whether the sewers have been inspected, conform to the ordinances, and whether the sewer has been completed by the Developer to the City's satisfaction. Said written inspection shall serve as notice that the District may issue connection permits for the sanitary sewer service connections for the land to be served by the sewer.

Section 4. Disconnection of Service.

(a) The Municipalities recognize the authority of the District to have control over all connections to its treatment facilities and its right to revoke connection permits when a violation of its ordinances is committed by a property owner residing within their respective corporate limits. Nothing in this Agreement shall be construed as restricting the District from terminating service in any manner provided for by law.

(b) From and after the effective date of this Agreement, the District shall send written notification to the respective Municipality in whose corporate limits the property lies when it has revoked a sanitary sewer connection permit. Upon receipt of such notice, the Municipality will take such steps as are necessary to designate the affected property as unfit for occupancy. Upon such designation, the Municipality shall notify the District in writing of such action.

(c) If the District, after the notice of disconnection has been sent to the Municipality, subsequently permits such affected property to be connected to the sanitary sewer system, the District shall notify the Municipality in writing of such connection permit.

Section 5. User Charges for Unincorporated Areas.

(a) The District shall, within a reasonable time, amend its user charge system to levy an additional user charge against all land within the District located in unincorporated areas to reflect the cost of services provided over and above the charges to land located within the respective Municipalities.

(b) When unincorporated land is annexed to any of the Municipalities, the District user charges for said land shall be revised to that charged for any other property in the respective Municipality's corporate limits.

(c) District user charges for service to land located outside the Municipality that is connected to Municipal Approved Collector Sewers shall be the same as charges for service to unincorporated land until such land becomes annexed as described in this Agreement.

Section 6. Further Assurances. It is understood and agreed that all parties will enact all necessary ordinances and resolutions to effect the provisions of this Agreement.

Section 7. Remedies. The parties may, in addition to any other remedy provided for by law, compel specific performance of this Agreement.

Section 8. Effective Date; Term, Invalidity.

(a) This Agreement shall become effective upon approval of this Agreement by the parties named herein as Municipalities and the District, and also when the City of Champaign, the City of Urbana and the District have approved an agreement assigning all of the obligations of the District under the January 31, 1949 Agreement (including the duty to maintain the flow in the Boneyard Creek Subdistrict of the Saline Branch Drainage District and the obligation to pay assessments of the type heretofore paid to the Saline Branch Drainage District) to the City of Champaign and the City of Urbana, within their respective corporate limits (Agreement Re Boneyard Drainage District), and also when each of the Municipalities have entered into boundary line agreements with each adjacent municipality.

(b) This Agreement concerning sanitary sewers shall be binding on the District and Municipalities for a period of fifteen (15) years following its effective date and shall continue thereafter indefinitely; provided however, that the District, or the Municipalities, may provide written notice one time to terminate the agreement at any time during the five (5) year period ~~which~~ occurs between the date which is fifteen (15) years following the effective date of this Agreement and the time which is twenty (20) years following the effective date of this Agreement. During such time period, the District, or the Municipalities may provide written notice to terminate the Agreement, effective at the end of the 16th, 17th, 18th, 19th, or

20th year of the Agreement by providing the other party with written notice of termination at least three hundred sixty-five (365) days prior to the effective date of the proposed termination; and be it further provided that in the event of termination by the Municipalities, "the Municipalities" must collectively provide the written notice to terminate.

(c) The District agrees that it will give notice of termination of this Agreement only if one hundred percent (100%) of the Board of Trustees of the Sanitary District affirmatively vote for such termination based on a finding that the following standards have been met:

- (i) The existence of this Agreement has unreasonably restricted the District in carrying out its statutory duties; or
- (ii) The existence of this Agreement has unreasonably restricted the operation of the District due to the action of one or both of the municipalities in unreasonably restricting the development of areas when the District has delineated such areas for expansion of the District's sewer system in its long range plans, if those long range plans, when adopted, are consistent with the adopted comprehensive plan of the municipality, and expended public funds for such expansion. "Unreasonable restriction" shall mean that the municipality has, through action or inaction over an extended period of time, adopted a policy in fact or through its course of action which presents or substantially hinders construction in areas outside the corporate limits of the Cities. An example of an unreasonable restriction is a policy for construction outside of the corporate limits of a City which is different than the policy which affect construction in areas inside the corporate limits of the City.

Within thirty (30) days following the decision of the District to terminate the Agreement, the District shall forward to the Champaign County Board (or such successor governing body for the County) a written statement delineating its decision to terminate the Agreement and the reasons for the termination based upon the above standards. A copy of such written statement directed to the Champaign County Board shall be forwarded to each Municipality. Upon receipt of the written report from the District, the matter will be placed before the Champaign County Board for review. One or more of the Municipalities shall have the right to file written statements with the Champaign County Board evidencing its disagreement with the decision of the District and the reasons for its disagreement. The District will request that the Champaign County Board review the decision of the District within ninety (90) days following the receipt of the written report from the District and if the decision of the District is approved by a three-fourths (3/4) majority of the Champaign County Board Members then holding office, the decision of the District will be affirmed and the notice given by the District to the Municipalities will take effect at the end of the year designated for the time of termination. If the Champaign County Board does not affirmatively approve the decision of the District by a three-fourths (3/4) majority vote of the Members then holding office, the right of the District to proceed with termination shall end and this Agreement shall continue in accordance with its terms. If the District makes such a finding

and such finding is applicable to only one of the municipalities, the District shall so state in its findings. The termination shall only be effective as to the municipality to which the finding is applicable. If the termination is effective as to Savoy, this agreement shall continue in force and effect as to Champaign and Urbana.

(d) In the event of the termination of this Agreement by the District, or by the Municipalities, the Agreement Re Boneyard Drainage District, being executed concurrently herewith, shall automatically terminate and the provisions regarding termination as contained in the Agreement Re Boneyard Drainage District shall apply. If the termination is effective as to either Champaign or Urbana, the assignment agreement with respect to the Boneyard between the Cities and the District shall remain in effect with respect to the non-terminated municipality. The District shall reassume any contractual responsibilities of the terminated City under the Agreement Re Boneyard Creek that the terminated municipality had in relation to the maintenance of the Boneyard Creek and payment of the Saline Branch Drainage District assessment.

(e) If a court of competent jurisdiction declares such assignment referred to in this Section 8 or any other provision of this Agreement to be invalid or otherwise unenforceable in whole or in part, the obligations of the Municipalities and the District hereunder shall forthwith cease and terminate at the

date of the exhaustion of the last appeal from such declaration of invalidity or unenforceability.

Section 9. Other Obligations of the District.

(a) The District represents to the Municipalities that it has made an exhaustive effort to review its files for the purpose of discovering any written, legally binding contractual obligations of the District with respect to the transportation of sewage by the District which exist as of the date of this Agreement which would conflict with this Agreement. Based on such effort of the District, disclosure has been made in writing to the Municipalities by the District regarding all such existing contractual obligations of the District. The Municipalities have relied on such disclosure as a material part of their decision to enter into this Agreement. Such contracts may be honored by the District.

(b) The parties agree that any contracts which presently exist, or which are created in the future with respect to the treatment of sewage, as opposed to the transportation of sewage, shall not be prohibited by virtue of this Agreement, unless such agreement has the effect of circumventing this Agreement.

Section 10. University of Illinois Sewers.

(a) Nothing contained in this Agreement shall be construed to prevent the District from providing service to any real property owned or controlled by the University of Illinois, subject to the provisions of this Section.

(b) Any sewers, whether owned or controlled by the District or the University of Illinois, shall not be used or permitted to be used by the District to directly or indirectly contravene any of the provisions of this Agreement.

(c) Should the University of Illinois sell, lease or otherwise permit any non-governmental entity to use its real property for a time period in excess of six (6) months, all provisions of this Agreement shall apply, and if the sewer connection has already been made, after the date of this Agreement, the District shall discontinue serving the property within one hundred twenty (120) days after discovery of such sale, lease or use by a non-governmental entity unless the real property so sold, leased or used is annexed to such Municipality or such real property becomes subject to an annexation or development agreement as provided for herein. The District shall notify the University and the Municipality in whose Annexation Boundary area such property lies immediately upon discovery.

Section 11. Notice. Any notices hereunder shall be considered delivered when mailed, by certified mail, postage prepaid, or delivered personally to:

District

Executive Director
Post Office Box 669
Urbana, IL 61801

Urbana

Mayor
Post Office Box 219
Urbana, IL 61801

Champaign

City Manager
102 North Neil Street
Champaign, IL 61820

Savoy

Mayor
114 West Church
Savoy, IL 61874

Section 12. Liability. The duties required to be performed hereunder shall not cause or be construed to create an independent basis for liability. When an inspection or work is to be performed hereunder by the District for the Municipality, or by the Municipality for the District, the work shall not constitute a guarantee of performance of the work inspected or completed. Damages for such threatened or alleged liability are hereby waived between the parties hereto.

URBANA-CHAMPAIGN SANITARY DISTRICT

Date: March 16, 1992

By: John J. Poff
President, Board of Trustees

Attest: [Signature]
Clerk, Board of Trustees

CITY OF CHAMPAIGN, ILLINOIS

Date: 3-31-92

By: Alvin C. Carter
City Manager

Attest: Marilyn L. Banks
City Clerk

APPROVED AS TO FORM:

Fredrick C. [Signature]
City Attorney

CITY OF URBANA, ILLINOIS

Date: _____

By: _____
Mayor

Attest: _____
City Clerk

VILLAGE OF SAVOY, ILLINOIS

Date: June 3, 1992

By: Robert C. McCleary
President, Board of Trustees

Attest: Rebecca Pittman
Village Clerk