

Ordinance No. 12- 05

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
COOPERATION AGREEMENT WITH THE VILLAGE OF EDINBURG**

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS
FOLLOWS:*

SECTION 1: That Intergovernmental Cooperation Agreement between the Village of Edinburg, Illinois, and the South Sangamon Water Commission, a copy of which is attached hereto, is hereby approved.

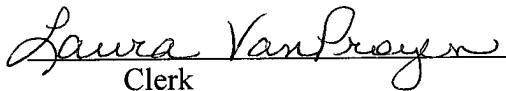
SECTION 2: The Chairman of the Commission is authorized and directed to approve said agreement on behalf of the Commission, and the proper officers of the Commission are authorized and directed to carry out the agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 17th day of April, 2012.


CHAIRMAN

ATTEST:


Clerk

AYES: Pfeffer, Hall

NAYS: none

PASSED: 4/17/2012

APPROVED: 4/17/2012

ABSENT: McCord

**INTERGOVERNMENTAL COOPERATION AGREEMENT
(re: disposal of high chloride waste water)**

This Intergovernmental Cooperation Agreement ("Agreement") is made and entered into by and between the Village of Edinburg, Illinois, a Municipal Corporation, (herein referred to as "Village"), and South Sangamon Water Commission, a unit of local government in Sangamon County, Illinois (herein referred to as "Water Commission"), pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/5 (State Bar Edition), and all applicable Illinois statutes and laws, and in consideration of the terms and provisions of this Agreement, the receipt, sufficiency, and adequacy of which consideration is mutually acknowledged, the Village and Water Commission mutually agree as follows:

1. The Water Commission desires to haul its high chloride softener waste water from its treatment plant and dispose of said waste water into the Village's wastewater treatment plant facilities and system; and the Village willing to accept and dispose of such waste water for a fee to be paid by the Water Commission, subject to the terms and conditions set forth in this Agreement.

2. For purposes of this Agreement the Water Commission's waste water shall mean and is limited to the Water Commission's high chloride softener waste water from the Water Commission's treatment plant located at 9199 Buckhart Road, in Rochester, Illinois; and said waste water shall not include any suspended solids or and no "BOD" (biological oxygen demand); and said waste water shall not exceed the Schedule N Waste Characteristics attached to and included within the Water Commission's Application for Permit dated April 3, 2012 and submitted to the Illinois Environmental Protection Agency (herein "IEPA"), a copy of such Application for Permit is attached hereto as Exhibit 1 and is

incorporated herein by reference; and said waste water is sometimes referred to herein as "salt waste water".

3. Subject to termination of this Agreement by the Village as provided herein, the Water Commission is permitted to haul and dispose of its salt waste water into the Village's wastewater treatment plant facilities and system in the following manner and for the following designated fees:

a). Subject to increase by the Village in its discretion from time to time, the Water Commission shall pay the Village a \$50.00 fee of for each truck tanker load of salt waste water deposited by the Water Commission into the Village's wastewater treatment plant facilities and system; and for such purposes herein each "truck tanker load" shall mean any amount that does not exceed 5000 gallons of salt waste water. Such fee payments shall be paid to the Village on a monthly basis, but in any event within 10 consecutive calendars days after each bill is issued and mailed by the Village to the Water Commission.

b). The Water Commission shall not deposit more than two "truck tanker loads" on any Monday, Tuesday, Wednesday, Thursday, or Friday; and shall not deposit any "truck tanker load" on any Saturday or Sunday.

c). The Water Commission shall only deposit any "truck tanker load" during the hours of 9:00 a.m. and 3:00 p.m. on such Mondays through Fridays.

d). The Water Commission shall only deposit and "truck tanker load" into the Village's sanitary sewer manhole located on the Village's real estate where the Village Hall is located at 205 West Washington Street, in Edinburg, Illinois. Said sanitary sewer manhole will be under lock and key.

e). Before depositing each said "truck tanker load" of salt waste water, the Water Commission's representative must personally present himself or herself to the Village's office personnel within the Village Hall and complete and sign a document in a form furnished by the Village and obtain the Village's key to unlock the aforesaid Village's sanitary sewer manhole. After each disposal of each "truck tanker load", the Water Commission shall return said Village's key to the Village.

4. The Water Commission during at times during the term of this Agreement shall obtain at its expense any and all necessary permits by all governmental and/or regulatory authorities or entities, including but not limited to, any and all permits required by IEPA and NPDES in order to allow the Water Commission to haul its salt waste water and dispose of its salt waste water into the Village's wastewater treatment plant facilities and system.

In addition, the Water Commission shall fully comply with any and all such permits, including but not limited to the IEPA Permit issued in accordance with the Water Commission's Application for Permit (Exhibit 1) and with all applicable rules and regulations promulgated by IEPA and with any and all other governmental and/or regulatory authorities or entities as is applicable to the scope and subject matter of this Agreement and with any and all applicable statutory provisions and rules and regulations.

5. The Water Commission is and shall be deemed an independent contractor of the Village and the Village, and its elected and/or appointed officials, officers, agents, employees, or contractors shall not be deemed an agent or employee of the Water Commission.

6. The Water Commission shall defend, hold harmless, and indemnify the Village and its elected and/or appointed officials, officers, agents, employees, and

contractors from and against any and all claims, demands, suits, or causes of action, at law and/or in equity, of any kind, nature, or extent whatsoever for liens, compensation, environmental cleanup obligations, costs and expenses, water or surface or underground contamination or pollution, fines, penalties, personal injuries, including death, and property damages all of any kind, nature or extent whatsoever and any and all other matters or things claimed, demanded, brought or instituted by any and all persons, firms, corporations, and entities which hereafter is or are made, filed, or instituted by the Water Commission and/or by any of its elected and/or appointed officials, officers, trustees, agents, employees, or contractors or by the IEPA and/or by any and all other governmental authorities, or by any and all third parties related directly or indirectly or consequentially to the aforesaid hauling and disposal of the Water Commission's salt waste water and/or to the Village's performance or nonperformance under this Agreement or to any and all negligent and/or intentional acts or omissions committed or occurring during the duration and within the scope of this Agreement, except to the extent the same may be related to the Village's negligence. The Water Commission shall pay the Village's attorneys fees and costs it may accrue or incur as a result of any and all such claims, demands, suits, or causes of action.

To partially secure its aforesaid hold harmless and indemnity obligations, the Water Commission shall maintain, at its sole expense at all times during the term of this Agreement, Property Damage insurance in an amount not less than \$1,000,000, and Comprehensive General Liability insurance and Vehicle Liability insurance each such coverage in an amount not less than \$2,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$5,000,000 on account of any one occurrence; and such insurance policies shall cover the

Immediately upon execution of this Agreement, the Water Commission shall furnish the Village with Certificates of Insurance issued by a reputable insurance company licensed to do business in the State of Illinois, and acceptable to the Village showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall show the "Village of Edinburg, Illinois, a municipal corporation, and its elected and/or appointed officials, officers, agents, employees, Village President and Village Board of Trustees" as additional named insured. Such certificates shall also contain the following statement: "The insurance covered by this certificate shall not be canceled or altered, except after at least ten (10) days written notice has been received by the Village." All such insurance shall be "an occurrence type" policy and shall not be a "claims made" policy. Such Certificate shall indicate an effective date for at least the period of time covered by this Agreement and any renewals periods of this Agreement.

7. The Water Commission does hereby release, acquit and forever discharge the Village and its elected and/or appointed officials, officers, agents, employees, Village President, Village Board of Trustees, successors, and assigns of and from any and all claims, demands, suits, causes of actions, rights, damages, costs, loss of service, expenses, and compensation of any kind, nature, or extent whatsoever which the Water Commission and/or its elected and/or appointed officials, officers, commissioners, agents, employees, successors, and assigns, or third parties may now have or hereafter may have on account of or in any way growing out of any and all losses, damages, liability, claims, demands, costs, expenses (including but not limited to the Village's attorneys fees), causes of action and suits of any kind, nature or extent whatsoever on account of any and all environmental cleanup obligations, costs and expenses, water or surface or underground contamination or pollution, fines, penalties, personal injuries or death or

damages to property or damages or injuries of any kind, nature, or extent whatsoever, occurring, arising, incident to, or resulting from, directly or indirectly or consequently from the hauling and disposal of the Water Commission's salt waste water.

8. The initial term of this Agreement shall be for one year commencing May 1, 2012 and expiring April 30, 2013. This Agreement shall be renewed automatically for similar successive one (1) year periods from the time of first expiration until and unless either the Village or the Water Commission notifies the other, in writing, prior to thirty (30) days of its initial termination, or prior to thirty (30) days of the termination of any renewal period, of its decision not to renew this Agreement for an additional one year period; provided however, the Village in its discretion can increase, from time to time, the fee due and payable by the Water Commission for each tanker load of salt water disposed of into the Village's wastewater treatment plant facilities and stem.

Notwithstanding the forgoing, the Village may terminate this Agreement at any time and with or without cause or for any reason or for no reason whatsoever by giving the Water Commission a 30-day prior notice of termination.

Any termination of this Agreement shall not effect the Water Commission's payment obligations and any and all other obligations of the Water Commission referred to or implied in this Agreement which may have accrued or arisen prior to or accrue or arise after any such termination.

9. Any notices or correspondence required herein or as may be desired by either party shall be duly made and legally given or delivered when deposited with a United States post office branch, postage prepaid, and addressed to the following persons as designated below or personally delivered to such persons:

Village of Edinburg, Illinois
c/o Village President
205 West Washington
Post Office Box 350
Edinburg, Illinois 62531

South Sangamon Water Commission
c/o Chairman of the Board
P.O. Box 83
New Berlin, Illinois, 62670

10. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

In the event of the Water Commission's default with any one or more of the terms or provisions of this Agreement, including but not limited to, the non-payment of the aforesaid water disposal fees, the Village shall be entitled to all available remedies as permitted or authorized by law or equity, including, but not limited to, the right to seek specific performance. The Water Commission shall pay the Village's attorney fees and costs which are incurred by virtue of any and all said defaults.

Failure of the Village to insist on the strict performance of any of the terms or conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the Village's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

11. In addition to and subject to the Village's right to terminate this Agreement at its sole discretion at any time and for any reason or for no reason whatsoever, the Village shall be excused from allowing the disposal of the Water Commission's salt waste water into the Village's wastewater treatment plant facilities and system for such period of time as any one or more of the following conditions exist:

a). To any acts of the State or Federal Government, including, but not limited to, controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, State or National Defense, or any other state or national emergency; or

b). To causes not reasonably foreseen by the parties at the time of execution of the Agreement which are beyond the control and without the fault or negligence of the Village, including, but not restricted to, acts of God or of the public enemy, acts of a contractor of the Village, fires, floods, rainfall, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as tornadoes, severe windstorms, and other extreme weather conditions; or

c). To any default or defaults by the Water Commission with any one or more of the terms and conditions of this Agreement; or

d). To any and all orders, directives, mandates of any governing authorities, including but not limited to IEPA or NPDES.

12. The Water Commission hereby represents and warrants unto the Village that the Water Commission is a unit of local government duly and legally organized and acting pursuant to 65 ILCS 5/11-135-2 *et. seq.* and/or 70 ILCS 3720/0.001 *et. seq.*

The Village and Water Commission each represent and warrant that its duly authorized representatives have approved of this Agreement at a legal and duly constituted public meeting in accordance with the laws in such case made and provided.

This Agreement embraces the entire agreement between the parties and no oral agreements, representations or warranties heretofore or hereafter made shall be binding unless reduced to writing, signed by the parties and attached hereto.

13. This Agreement shall be binding upon and inure to the benefit of the Village and the Water Commission and their respective successors in interest; provided however, the Water Commission shall not be permitted to assign, in whole or in part, in any manner, by operation of law or otherwise, any rights, privileges, benefits, duties or obligations of the Agreement.

In Witness Whereof, the duly authorized representatives of the Village and the Water Commission have signed this Agreement in duplicate.

Village of Edinburg, Illinois, a municipal corporation,

By: _____
David Luttrell, Village President

ATTEST:

By: _____
Donna Branch, Village Clerk

(Municipal Seal)

South Sangamon Water Commission, a governmental entity in Sangamon County, Illinois

By: *Del McCord*
Del McCord, Commissioner and Chairman of the Board

ATTEST:

By: *Laura Van Proyen* (Seal)
Laura Van Proyen, Clerk

=====

STATE OF ILLINOIS)
) SS.
COUNTY OF CHRISTIAN)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that David Luttrell as **Village President**, and Donna Branch, as Village Clerk, of the Village of Edinburg, Illinois, a municipal corporation, personally known to me to be the Village President and Village Clerk of said corporation, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing Agreement and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth, pursuant to the authority of its Village Board of Trustees.

Given under my hand and notarial seal this ____ day of _____, 2012.

Notary Public

=====

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Del McCord**, personally known to me to be a Commissioner and the Chairman of the Board of the South Sangamon Water Commission, a governmental entity in Sangamon County, Illinois, and **Laura Van Proyen** personally known to me to be the Clerk of the South Sangamon Water Commission, a governmental entity in Sangamon County, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Commissioner and Chairman of the Board and Clerk, they signed and delivered the said instrument of writing and caused the seal of the South Sangamon Water Commission to be affixed thereto, pursuant to authority given by the South Sangamon Water Commission Board of said South Sangamon Water Commission, as the free and voluntary act and deed of the South Sangamon Water Commission and its Board for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2012.

Notary Public



Illinois Environmental Protection Agency
Permit Section, Division of Water Pollution Control
P.O. Box 19276
Springfield, Illinois 62794-9276

For IEPA Use:

Application for Permit or Construction Approval
WPC-PS-1

1. Owner Name: Mr. Del McCord
Name of Project: South Sangamon Water Commission - High Chloride Waste Discharge Permit
Township: Cooper County: Sangamon

2. Brief Description of Project:
Hauling of Softener waste from the South Sangamon Water Commission's Treatment Plant to the village of Edinburg Waste Water Treatment Plant for Disposal

3. Documents Being Submitted: If the Project involves any of the items listed below, submit the corresponding schedule, and check the appropriate boxes.

Private Sewer Connection/Extension	<u>Schedule</u>	Spray Irrigation	<u>Schedule</u>
Sewer Extension Construct Only	A/B <input type="checkbox"/>	Septic Tanks	H <input type="checkbox"/>
Sewage Treatment Works	C <input type="checkbox"/>	Industrial Treatment/Pretreatment	I <input type="checkbox"/>
Excess Flow Treatment	D <input type="checkbox"/>	Waste Characteristics	J <input type="checkbox"/>
Lift Station/Force Main	E <input type="checkbox"/>	Erosion Control	K <input checked="" type="checkbox"/>
Fast Track Service Connection	F <input type="checkbox"/>	Trust Disclosure	L <input type="checkbox"/>
Sludge Disposal	FTP <input type="checkbox"/>		M <input type="checkbox"/>
	G <input type="checkbox"/>		N <input type="checkbox"/>

Plans: Title _____ No. of Pages: _____

Specifications: Title _____ No. of Books/Pages: _____

Other Documents: _____
(Please Specify)

3.1 Illinois Historic Preservation Agency approval letter: Yes No

4. Land Trust: Is the project identified in item number 1 herein, for which a permit is requested, to be constructed on land which is the subject of a trust? Yes No

If yes, Schedule T (Trust Disclosure) must be completed and item number 7.1.1 must be signed by a beneficiary, trustee or trust officer.

5. This is an Application for (Check Appropriate Line):

- A. Joint Construction and Operating Permit
- B. Authorization to Construct (See Instructions) NPDES Permit No. IL00 _____
- C. Construct Only Permit (Does Not Include Operations)
- D. Operate Only Permit (Does Not Include Construction)

6. Certifications and Approval:

6.1 Certificate by Design Engineer (When required: refer to instructions)

I hereby certify that I am familiar with the information contained in this application, including the attached schedules indicated above, and that to the best of my knowledge and belief such information is true, complete and accurate. The plans and specifications (specifications other than Standard Specifications or local specifications on file with this Agency) as described above were prepared by me or under my direction.

Engineer Name: _____

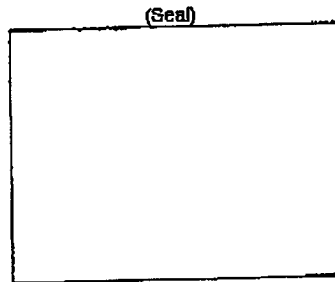
Registration Number: _____
(3 digits) (6 digits)

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone No: _____

Signature X _____ Date: _____



7. Certifications and Approvals for Permits:

7.1 Certificate by Applicant(s)

I/We hereby certify that I/we have read and thoroughly understand the conditions and requirements of this Application, and am/are authorized to sign this application in accordance with the Rules and Regulations of the Illinois Pollution Control Board. I/We hereby agree to conform with the Standard Conditions and with any other Special Conditions made part of this Permit.

7.1.1 Name of Applicant for Permit to Construct: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature X _____ Date: _____

Printed Name: _____ Phone No: _____

Title: _____

Organization: _____

7.1.2 Name of Applicant for Permit to Own and Operate: South Sangamon Water Commission

Address: 9199 Buckhart Road

City: Rochester State: IL Zip Code: 62563

Signature X *Del McCord* Date: 4/3/2012

Printed Name: Mr. Del McCord Phone No: (217) 483-2451

Title: Commissioner and Chairman of the Board

7.2 Attested (Required When Applicant is a Unit of Government)

Signature X Laura Van Proyen Date: 4-3-2012

Title: Ms. Laura Van Proyen, Clerk (City Clerk, Village Clerk, Sanitary District Clerk, Etc.)

7.3 Applications from non-governmental applicants which are not signed by the owner, must be signed by a principal executive officer of at least the level of vice president, or a duly authorized representative.

7.4 Certificate By Intermediate Sewer Owner

I hereby certify that (Please check one):

- 1. The sewers to which this project will be tributary have adequate reserve capacity to transport the wastewater that will be added by this project without causing a violation of the environmental Protection Act or Subtitle C, Chapter I, or
- 2. The Illinois Pollution Control Board, in PCB _____ dated _____ granted a variance from Subtitle C, Chapter I to allow construction of facilities that are the subject of this application.

Name and location of sewer system to which this project will be tributary:

Sewer System Owner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature X _____ Date: _____

Printed Name: _____ Phone No: _____

Title: _____

7.4.1 Additional Certificate By Intermediate Sewer Owner

I hereby certify that (Please check one):

- 1. The sewers to which this project will be tributary have adequate reserve capacity to transport the wastewater that will be added by this project without causing a violation of the environmental Protection Act or Subtitle C, Chapter I, or
- 2. The Illinois Pollution Control Board, in PCB _____ dated _____ granted a variance from Subtitle C, Chapter I to allow construction facilities that are the subject of this application.
- 3. Not applicable

Name and location of sewer system to which this project will be tributary:

Sewer System Owner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature X _____ Date: _____

Printed Name: _____ Phone No: _____

Title: _____

7.5 Certificate By Waste Treatment Works Owner

I hereby certify that (Please check one):

- 1. The waste treatment plant to which this project will be tributary has adequate reserve capacity to treat the wastewater that will be added by this project without causing a violation of the Environmental Protection Act or Subtitle C, Chapter I, or
- 2. The Illinois Pollution Control Board, in PCB _____ dated _____ granted a variance from Subtitle C, Chapter I to allow construction and operation of the facilities that are the subject of this application.
- 3. Not applicable

I also certify that, if applicable, the industrial waste discharges described in the application are capable of being treated by the treatment works.

Name of Waste Treatment Works: _____

Waste Treatment Works Owner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature X _____ Date: _____

Printed Name: _____ Phone No: _____

Title: _____

Please return completed form to the following address:

Illinois Environmental Protection Agency
Permit Section, Division of Water Pollution Control
P.O. Box 19276
Springfield, Illinois 62794-9276

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 1039. Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

This Agency is authorized to require this information under Illinois Revised Statutes, 1979, Chapter 111 1/2, Section 1039. Disclosure of this information is required under that section. Failure to do so may prevent this form from being processed and could result in your application being denied.

For IEPA Use:
LOG #
DATE RECEIVED:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DIVISION OF WATER POLLUTION CONTROL
PERMIT SECTION
Springfield, Illinois 62794-9276

SCHEDULE N WASTE CHARACTERISTICS

1. Name of Project South Sangamon Water Commission - High Chloride Waste Discharge Permit

	EXISTING	PROPOSED-DESIGN
2.1 Average Flow (gpd)	_____	31,771
2.2 Maximum Daily Flow (gpd)	_____	38,972

2.3 TEMPERATURE

Time of Year	Avg. Intake Temp. F	Avg. Effluent Temp. F	Max. Intake Temp. F	Max. Effluent Temp. F	Max. Temp. Outside Mixing Zone F
SUMMER	_____	_____	_____	_____	_____
WINTER	_____	_____	_____	_____	_____

2.4 Minimum 7-day, 10-year flow: 58.4 cfs 37.75 MGD.

2.5 Dilution Ratio: _____

2.6 Stream flow rate at time of sampling _____ cfs _____ MGD.

3. CHEMICAL CONSTITUENT Existing Permitted Conditions ; Existing conditions ; Proposed Permitted Conditions

Type of sample: grab (time of collection _____); composite (Number of samples per day 1)
(see instructions for analyses required)

CONSTITUENT	RAW WASTE (mg/l)	TREATED EFFLUENT Avg. (mg/l) Max.	UPSTREAM (mg/l)	DOWNSTREAM SAMPLES (mg/l)
Ammonia Nitrogen (as N)	undetected			
Arsenic (total)	undetected			
Barium	4.6			
Boron	undetected			
BOD ₅	undetected			
Cadmium	undetected			
Carbon Chloroform Extract	N/A			
Chloride	29,100			
Chromium (total hexavalent)	undetected			
Chromium (total trivalent)	undetected			

CONSTITUENT	RAW WASTE (mg/l)	TREATED EFFLUENT Avg. (mg/l) Max.	UPSTREAM (mg/l)	DOWNSTREAM SAMPLES (mg/l)
Copper	undetected			
Cyanide (total)	0.0107			
Cyanide (readily released @ 150° F & pH 4.5)	undetected			
Dissolved Oxygen	8.99			
Fecal Coliform	1 cfu/100 mL			
Fluoride	undetected			
Hardness (as Ca CO ₃)	27,300			
Iron (total)	undetected			
Lead	0.0258			
Manganese	0.0584			
MBAS	undetected			
Mercury	undetected			
Nickel	undetected			
Nitrates (as N)	undetected			
Oil & Grease (hexane solubles or equivalent)	undetected			
Organic Nitrogen (as N)	undetected			
pH	6.7			
Phenols	undetected			
Phosphorous (as P)	0.161			
Radioactivity	see attached			
Selenium	undetected			
Silver	undetected			
Sulfate	522			
Suspended Solids	8			
Total Dissolved Solids	47,100			
Zinc	undetected			
Others				
Turbidity	0.62 NTU			
Magnesium	2,120			
Potassium	15			
Sodium	4,160			

LABORATORY RESULTS

Client: Donohue & Assoc.
Project: Riverton Water Plant

Lab Order: 1010306

Case Narrative

Sample 1010306-01: Ra-226 and Ra-228 analysis.

Only 100 ml of sample used; very high level of the dissolved solids interfered with the analysis.

The error given is the probable counting error at 95% confidence level. Less than (<), value is based on a 3 sigma counting error for the background sample.

LABORATORY RESULTS

Client: Donohue & Assoc.
 Project: Riverton Water Plant
 Client Sample ID: Brine Waste
 Collection Date: 9/23/10 9:30

Lab Order: 1010306
 Lab ID: 1010306-01
 Matrix: Water

Analytes	Result	Limit	Qual	Units	DP	Date Prepared	Date Analyzed	Method	Analyst
Environmental Inc.									
Radium 226 Method 903.1 Radium 226	1.1 +/- 0.7	0.5		pCi/L	1	9/24/10 0:00	10/20/10 0:00	Radium 226 N	SUB
Radium 228 Method Ra-05 Radium 228	< 5.8	1.2		pCi/L	1	9/24/10 0:00	10/12/10 0:00	Radium 228 N	SUB
Conventional Chemistry Parameters *Dissolved Oxygen	8.99	0.100		mg/L	1	9/23/10 16:36	9/23/10 16:36	SM 4500-O G	AJD

LABORATORY RESULTS

Client: Donohue & Assoc.
Project: Riverton Water Plant

Lab Order: 1010306

Notes and Definitions

- + NELAC certified compound.
- 1) Analyte not detected (i.e. less than RL or MDL).

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 12- 05, adopted by the Commission on the 17th day of April, 2012, said Ordinance being entitled:

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE VILLAGE OF EDINBURG

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 17th day of April, 2012.

Laura VanDrogen
Clerk