

APPENDIX 1

DEFINITIONS

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Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Section 1 Federal Government.

Administrator. The Administrator of the U.S. Environmental Protection Agency.

Federal Act. The Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended by the Federal Water Pollution Control Act of Amendments of 1972 (Pub. L. 92-500) and (Pub. L. 93-243).

Federal Grant. The U.S. Government's participation in the financing of the construction of treatment works as provided for by Title II-Grants for Construction of Treatment Works of the Act and implementing regulations.

Section 2 State Government.

Director. The Director of the Illinois Environmental Protection Agency.

State Act. The Illinois Anti-Pollution Bond Act of 1970.

State Grant. The State of Illinois participation in the financing of the construction of treatment works as provided for by the Illinois Anti-Pollution Bond Act and for making such grants as filed with the Secretary of the State of Illinois.

Section 3 Local Government.

Approving Authority. The Village Board of Trustees or Village Inspector of the Village.

Ordinance. This ordinance.

Village. The Village of Carbon Cliff, Rock Island County, Illinois.

Section 4

Person. Shall mean any and all persons, natural or artificial, including any individual, firm, company, municipal, or private corporation, association, society, institution, enterprise, governmental agency, or other entity.

Section 5

NPDES Permit. Any permit or equivalent document or requirements issued by the administrator, or, where appropriated by the director, after enactment of the Federal Water Pollution Control Amendments of 1972, to regulate the discharge of pollutants pursuant to section 402 of the Federal Act.

Section 6 Clarification of Word Usage. "Shall" is mandatory; "may" is permissible.

Section 7 Wastewater and its Characteristics.

BOD (Denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standards laboratory procedure in five (5) days at 20°C. expressed in milligrams per liter.

Effluent Criteria. Defined in any applicable “NPDES Permit”.

Floatable Oil. Oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection of solids.

Garbage shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

Industrial Waste shall mean any solid, liquid, or gaseous substance discharged, permitted to flow, or escape from any industrial, manufacturing, commercial, or business establishment or process or from the development, recovery, or processing of any natural resource as distinct from sanitary sewage.

Major Contributing Industry shall mean an industrial user of the publicly owned treatment works that: a) has a flow of fifty thousand (50,000) gallons or more per average work day; or b) has a flow greater than ten (10) percent of the flow carried by the municipal system receiving the waste; or c) has in its waste, a toxic pollutant in toxic amounts as defined in standards issued under section 307(a) of the Federal Act; or d) is found by the permit issuance authority, in connection with the issuance of the NPDES permit to the publicly owned treatment works receiving the waste to have a significant impact, either singly or in combination with other contributing industries, on that treatment works or upon the quality of effluent from that treatment works.

Milligrams Per Liter shall mean a unit of the concentration of water of wastewater constituent. It is 0.001 gallons of the constituent in 1,000 ml of water. It has replaced the unit formerly used commonly, parts per million, to which it is approximately equivalent, in reporting the results of water and wastewater analysis.

Ph shall mean the logarithm (base 10) or the reciprocal of the hydrogen-ion concentration expressed by one of the procedures outlined in “Standard Methods”.

Population Equivalent. A term used to evaluate the impact of industrial or other waste on a treatment works or stream. One population equivalent is one hundred (100) gallons of sewage per day, containing .167 pounds of BOD and .209 pounds of suspended solids.

Ppm shall mean parts per million by weight.

Properly Shredded Garbage shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.

Sewage. Used interchangeably with “wastewater.”

Slug shall mean any discharge of water, sewage, or industrial waste, which in the concentration of any given constituent of in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

Standard Methods shall mean the examination and analytical procedures set forth in the most recent edition of “Standard Methods for the Examination of Water and Wastewater”, published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

Suspended Solids shall mean solids that either float on the surface of, or are in suspension in water, sewage, or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in “Standard Methods”.

Unpolluted Water. Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

Wastewater. The spent water of a community. From this standpoint, of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.

Water Quality Standards. Defined in the Water Pollution Regulations of Illinois.

Section 8 Sewer Types, and Appurtenances.

Building Drain shall mean that part of the lowest piping of a drainage system that receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer or other approved point of discharge, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

Building Sewer shall mean the extension from the building drain to the public sewer or other places of disposal.

Combined Sewer shall mean a sewer that is designed and intended to receive wastewater, storm, surface, and groundwater drainage.

Easement shall mean an acquired legal right for the specific use of land owned by others.

Public Sewer shall mean a sewer provided by or subject to the jurisdiction of the Village. It shall also include sewers within or outside the Village boundaries that serve one or more persons and ultimately discharge into the Village sanitary sewer system, even though those sewers may not have been constructed with Village funds.

Sanitary Sewer shall mean a sewer that conveys sewage or industrial wastes or a combination of both, and into which storm, surface, and groundwaters, or unpolluted industrial wastes are not intentionally admitted.

Sewer shall mean a pipe or conduit for conveying sewage or any other waste liquids, including storm, surface, and groundwater drainage.

Sewerage shall mean the system of sewers and appurtenances for the collection, transportation, and pumping of sewage.

Storm Sewer shall mean a sewer that carries storm, surface, and groundwater drainage but excludes sewage and industrial wastes other than unpolluted cooling water.

Stormwater Runoff shall mean the portion of the precipitation that is drained into the sewers.

Section 9 Treatment.

Pretreatment shall mean the treatment of wastewater from sources before introduction into the wastewater treatment works.

Wastewater Treatment Works shall mean an arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with “waste treatment plant” or “wastewater treatment plant” or “pollution control plant”.

Section 10

Wastewater Facilities shall mean the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes, and transport effluent to a watercourse.

Section 11 Watercourse and Connections.

Natural Outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Section 12 User Types.

Control Manhole shall mean a structure located on a site from which industrial wastes are discharged. Where feasible, the manhole shall have an interior drop. The purpose of a “control manhole” is to provide access for the Village representative to sample and/or measure discharges.

Industrial User shall mean any nongovernmental user of publicly owned treatment works identified in the standard industrial.

Classification Manual, 1972, Office of Management and Budget, as amended and supplemented, under the following divisions:

- a. Division A – Agriculture, Forestry, and Fishing
- b. Division B – Mining
- c. Division C – Manufacturing
- d. Division D – Transportation, Communications, Electric, Gas and Sanitary Services
- e. Division I – Services

A user in the divisions listed may be excluded if it is determined by the Village that it will introduce primarily segregated domestic wastes or wastes from sanitary convenience.

Residential or Commercial or Non-Industrial User shall mean any user of the treatment works not classified as an industrial user or excluded as an industrial user as provided for in this section.

User Class shall mean the type of user either “residential or commercial” (non-industrial) or “industrial” as defined herein.

Section 13 Types of Charges.

Basic User Charge shall mean the basic assessment levied on all users of the public sewer system.

Debt Service Charge shall be the amount to be paid each billing period for payment of interest, principal, and coverage of (loan, bond, etc.) outstanding and shall be computed by dividing the annual debt service by the number of users connected to the waste-water facilities.

Replacement shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the service life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term “operation and maintenance” includes replacement.

Sewerage Fund. The principal accounting designation for all revenue received in the operation of the sewerage system.

Surcharge shall mean the assessment, in addition to the basic user charge and debt service charge which is levied on those persons whose wastes are greater in strength than the concentration values established in Article 12.

Useful Life shall mean the estimated period during which the collection system and/or treatment works will be operated and shall be thirty (30) years from the date of start-up of any wastewater facilities constructed with a state grant.

User Charge shall mean a charge levied on users of treatment works for the cost of operation and maintenance.

Wastewater Service Charge shall be the charge per quarter or month levied on all users of the wastewater facilities. The service charge shall be computed as outlined in Article 9 and shall consist of the total or the basic user charge, the debt service charge and a surcharge, if applicable.

APPENDIX 2

APPLICATIONS FOR SEWER PERMITS

- a. Residential or Commercial Building Sewer
- b. Private Sewage Disposal
- c. Industrial Sewer

RESIDENTIAL OR COMMERCIAL BUILDING SEWER APPLICATION

To the Village of Carbon Cliff:

A. THE UNDERSIGNED, being the (OWNER/OWNER'S AGENT) _____ of the property located at (ADDRESS) _____

DOES HEREBY REQUEST a permit to install and connect a building to serve the (RESIDENCE, COMMERCIAL BUILDING, ETC.) _____ at said location.

1. The following indicated fixtures will be connected to the proposed building sewer:

Number	Fixtures	Number	Fixtures
_____	Kitchen Sinks	_____	Water Closets
_____	Lavatories	_____	Bath Tubs
_____	Laundry Tubs	_____	Showers
_____	Urinals	_____	Garbage Grinders

Specify other fixtures _____.

- 2.** The maximum number of persons who will use the above fixtures is _____.
- 3.** The name and address of the person or firm who will perform the proposed work is _____.
- 4.** Plans and specifications for the proposed building sewer are attached hereunto as Exhibit "A".

B. In consideration of the granting of this permit, THE UNDERSIGNED AGREES:

- 1.** To accept and abide by all provisions of the Village Code of the Village of Carbon Cliff, and of all other pertinent ordinances or regulations that may be adopted in the future.
- 2.** To maintain the building sewer at no expense to the Village.
- 3.** To notify the Village when the building sewer is ready for inspection and connection to the public sewer, but before any portion of the work is covered.

DATE: _____ SIGNED: (APPLICANT) _____

(ADDRESS OF APPLICANT) _____

(CERTIFICATION BY VILLAGE TREASURER) _____

\$ _____ connection fee paid.

\$ _____ inspection fee paid.

Application approved and permit issued:

DATE: _____

SIGNED: (APPROVING AUTHORITY) _____

PRIVATE SEWAGE DISPOSAL APPLICATION

To the Village of Carbon Cliff:

A. THE UNDERSIGNED, being the (OWNER/OWNER'S AGENT) _____
of the property located at _____ .

DOES HEREBY REQUEST a permit to install sanitary sewage disposal facilities to serve the (RESIDENCE,
COMMERCIAL BUILDING, ETC.) at said location _____ .

1. The proposed facilities include: _____

to be constructed in complete accordance with the plans and specifications attached hereunto as
Exhibit "A".

2. The area of the property is _____ square feet (or _____ square meters).

3. The name and address of the person or firm who will perform the work is:

4. The maximum number of persons to be served by the proposed facilities is _____.

5. The locations and nature of all sources of private or public water supply within the one hundred (100)
feet (30.5 meters) of any boundary of said property are shown on the plat attached hereunto as Exhibit
"B".

B. In consideration of the granting of this permit, THE UNDERSIGNED AGREES:

1. To furnish any additional information relating to the proposed work that shall be requested by the
Village.

2. To accept and abide by all provisions of the Village Code, of the Village of Carbon Cliff, and of all other
pertinent ordinances or regulations that may be adopted in the future.

3. To operate and maintain the wastewater disposal facilities covered by this application in a sanitary
manner at all times, in compliance with all requirements of the Village, and at no expense to the
Village.

4. To notify the Village at least twenty-four (24) hours prior to the commencement of the work proposed,
and again at least twenty-four (24) hours prior to the covering of any underground portions of the
installation.

DATE: _____ SIGNED: (APPLICANT) _____

(ADDRESS OF APPLICANT) _____

(CERTIFICATION BY VILLAGE TREASURER) _____

\$ _____ inspection fee paid.

Application approved and permit issued:

DATE: _____

SIGNED: (APPROVING AUTHORITY) _____

INDUSTRIAL SEWER CONNECTION APPLICATION

To the Village of Carbon Cliff:

A. THE UNDERSIGNED, being the (OWNER, LESSEE, TENANT, ETC.) _____
of the property located at _____ .

DOES HEREBY REQUEST a permit to (INSTALL / USE) _____
an industrial sewer connection serving the _____
which company is engaged in _____ at said location.

1. A plat of the property showing accurately all sewers and drains now existing is attached hereunto as Exhibit "A".
2. Plans and specifications covering any work proposed to be performed under this permit is attached hereunto as Exhibit "B".
3. A complete schedule of all process waters and industrial wastes produced or expected to be produced at the said property, including a description of the character of each waste, the daily volume and maximum rates of discharge, and representative analyses, is attached hereunto as Exhibit "C".
4. The name and address of the person or firm who will perform the work covered by this permit is _____.

B. In consideration of the granting of this permit THE UNDERSIGNED AGREES:

1. To furnish any additional information relating to the installation or use of the industrial sewer for which this permit is sought as may be adopted in the future.
2. To operate and maintain a control manhole and any waste pretreatment facilities, as may be required as a condition of the acceptance into the public sewer of the industrial wastes involved in an efficient manner at all times, and at no expense to the Village.
3. To cooperate at all times with the Village representative in their inspecting, sampling, and study of the industrial wastes, and any facilities provided for pretreatment.
4. To notify the Village immediately in event of any accident, negligence, or other occurrence that occasions discharge to the public sewers of any wastes or process waters not covered by this permit.

DATE: _____ SIGNED: (APPLICANT) _____

(ADDRESS OF APPLICANT) _____

(CERTIFICATION BY VILLAGE TREASURER) _____

\$ _____ connection fee paid.

\$ _____ inspection fee paid.

Application approved and permit issued:

DATE: _____

SIGNED: (APPROVING AUTHORITY) _____

APPENDIX 3

CARBON CLIFF – EAST MOLINE FACILITIES AGREEMENT

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR
THE PURCHASE OF WASTEWATER TREATMENT SERVICES
FROM THE CITY OF EAST MOLINE, ILLINOIS**

THIS AGREEMENT is made and entered into between and among the City of East Moline, Illinois, the City of Silvis, Illinois, the Village of Hampton, Illinois, and the Village of Carbon Cliff, Illinois, (all parties being hereinafter called the “municipalities”),

WITNESSETH:

**ARTICLE I
General**

Pursuant to the provisions of Chapter 24, Article 11, Division 147, Illinois Revised Statutes, the municipalities hereby contract and agree that the City of Silvis, Illinois, the Village of Hampton, Illinois, and the Village of Carbon Cliff, Illinois, said parties being hereinafter called the “Customer Municipalities,” shall purchase wastewater treatment services from the City of East Moline, Illinois, through use of the East Moline regional sewerage system, and that said customer municipalities shall establish their own user charge and industrial cost recovery systems, all in accordance with the U.S. Environmental Protection Agency regulations and guidelines of the City of East Moline, Illinois, as is more particularly set forth herein.

**ARTICLE II
The Sewerage System**

The East Moline regional sewerage system components shall be 1) the State Farm or Northeast Interceptor, and 2) the Regional Sewage Treatment Plant. The Regional Sewage Treatment Plant is that facility as described in a certain application for federal grant for Sewerage Improvements filed by the City of East Moline with the U.S. Environmental Protection Agency. A copy of said application as amended is hereto attached marked Exhibit “A” and incorporated herein by this reference. The regional sewerage system project is title “Federal Sewage Works Grant Project No. C171332, Regional Sewage Treatment Plan Expansion, East Moline, Illinois,” for federal grant purposes. The Regional Sewage Treatment Plan also includes the pumping and primary treatment facilities owned by the City of East Moline that were in existence prior to construction of the facilities described in the application as set forth above.

**ARTICLE III
Covenants**

Section 1 TREATMENT OF WASTEWATER. During the term hereinafter set forth, the City of East Moline agrees that it will operate and maintain its regional sewerage system in accordance with the current requirements of the State of Illinois Environmental Protection Agency and the U.S. Environmental Protection Agency, and will accept wastewater to be discharged from the sewerage collection system of each customer municipality, and will treat said wastewater to the degree of treatment as required now and in the future of municipal wastewater treatment according to current and future standards established by the State of Illinois Environmental Protection Agency and the U.S. Environmental Protection Agency.

Section 2 PAYMENTS. During the term hereinafter set forth, each customer municipality agrees to pay the City of East Moline for accepting and treating the wastewater. The payments will be made in accordance with certain rates as set forth in an ordinance entitled: “Sewer Rate System

Ordinance for Customer Municipalities of the City of East Moline, Illinois,” a copy of which is hereto attached marked Exhibit “B” and incorporated by this reference. The ordinance will be passed and approved by the corporate authorities of the City of East Moline, Illinois. The ordinance may be amended from time to time adjusting the rates set forth therein in accordance with United States Environmental Protection Agency (EPA) regulations. The adjustment shall only be made in proportion to the increase or decrease then made to the rates as set forth in an ordinance establishing the sewer rate system for internal customers of the City of East Moline, Illinois, as the rates pertain to the regional sewerage system components.

Section 3 USER CHARGE SYSTEM. Each customer municipality, with the City of East Moline review and approval, shall establish their own user charge system in accordance with the United States Environmental Protection Agency regulations and guidelines of the City of East Moline, Illinois. The user charge system may be incorporated into an ordinance which shall include both user charges and fixed capital financing requirements. The user charge system shall assess charges proportional to all users of the customer municipality’s treatment works.

Section 4 INDUSTRIAL COST RECOVERY SYSTEM. Each customer municipality, with the City of East Moline review, approval, and guidance shall survey the industries located within its treatment works, and shall determine which industries are “Industrial Users” as defined in Section 35.905-8 entitled “Industrial User” of Part III of the Federal Register of February 11, 1974. Each customer municipality shall determine wastewater characteristics of each “Industrial User” for which the Regional Sewage Treatment Plan was design, and shall then charge each “Industrial User” in accordance with the then applicable Industrial Cost Recovery Ordinance or ordinances for users of the regional sewage treatment plant of the City of East Moline. The customer municipality shall pay over any such monies so collected to the City of East Moline. The City of East Moline shall apply said monies in accordance with U.S. Environmental Protection Agency regulations.

The City of East Moline shall have the right to accept or reject any determination made by a customer municipality that an industry is an industrial user and the wastewater characteristics of that industrial user. The City of East Moline shall provide guidance to each customer municipality to ensure uniform application of the industrial cost recovery system.

Section 5 SEWER USE ORDINANCE FOR CUSTOMER MUNICIPALITY. Each customer municipality shall enact, prior to connection with and discharge to the regional sewage treatment works, a sewer use ordinance which establishes standards, requirements, and procedures for permissible wastewater discharge that are at least as stringent as standards, requirements, and procedures established by the sewer use ordinance of the City of East Moline. The sewer use ordinance of the customer municipality shall be approved, prior to connection and discharge, by the City of East Moline, subject to U.S. Environmental Protection Agency requirements.

Section 6 WASTEWATER MONITORING AND SAMPLING. For each connection from a customer municipality to the regional sewage treatment works, the quantity of wastewater volume and strength of pollutant load shall be determined from a wastewater flow metering station, constructed and maintained at the expense of the customer municipality, equipped with a sampling device to collect and preserve composite wastewater samples. The station shall be constructed to specifications established by the City of East Moline. The City shall have the right to analyze a portion of any sample obtained, and to conduct sampling and gauging programs using these facilities at any time.

- a. The City of East Moline shall have the complete right of access to all industrial facilities of an “Industrial User” which uses the sewage treatment works of a customer municipality in order to determine the quantity of wastewater volume and strength of pollutant load of the industrial user. Such access and all other obligations of the industrial user, shall be provided for in a sewer use ordinance to be enacted by the customer municipality prior to connection and discharge to the regional sewage treatment works.
- b. For such industrial user, the wastewater flow and wastewater characteristics shall be determined by agreement among the industrial user, the customer municipality, and the City of East Moline. In the event the parties fail to agree, the City of East Moline may elect to require the industrial user to determine its quantity of wastewater volume and strength of pollutant load from a wastewater flow metering station, constructed and maintained at the expense of the industrial user, and equipped with a sampling device to collect and preserve composite wastewater samples. The station shall be constructed to specifications established by the City of East Moline. The City shall have the right to analyze a portion of any sample obtained, and to conduct sampling and gauging programs using these facilities at any time.
- c. With respect to the wastewater flow metering station of the customer municipality and the wastewater flow metering station of the industrial user, the required maintenance shall include periodic calibration of the metering and sampling equipment by qualified manufacturer service personnel to maintain accuracy of the equipment.
- d. In the event that the results of analysis of samples by the customer municipalities do not substantially agree with the analysis performed by the City of East Moline, the two parties shall agree on a qualified third party arbitrator to reconcile the differences. Cost of arbitration shall be borne by the party in error to the greater degree.

Section 7 DESIGN WASTEWATER DISCHARGES. The treatment works design anticipates the following 1992 average day wastewater loads from each of the participating customer municipalities:

	<u>Volume</u>	<u>BOD</u>	<u>SS</u>
	(in million gallons per day)	(in pounds per day)	(in pounds per day)
City of East Moline	8.746	17,470	17,970
City of Silvis	1.700	2,240	2,760
Village of Hampton	0.335	560	700
Village of Carbon Cliff	0.319	530	670
Total Design Capacity of Treatment Works	11.100	20,800	22,100

The above 1992 average day wastewater loads will be used to calculate the interim capital financing charge.

However, each customer municipality and the City of East Moline may discharge increased wastewater loads to the treatment works, with no restriction on unused capacity available to any customer, until the total design capacity of the treatment works is exceeded. Each customer municipality and the City of East Moline shall inform the remaining customer municipalities of increases in wastewater loads to the treatment works, amounting to greater than ten (10) percent of its current loads, at least one year in advance of commencement of such increased loads. If unused capacity is not available, no customer municipality nor the City of East Moline shall be allowed to discharge further increase in wastewater loads until capacity of the treatment works is increased.

Each customer municipality and the City of East Moline agree to periodically analyze the need for additional regional sewage treatment works capacities and capabilities. If additional capacities or capabilities are needed, all parties agree to participate in the required expansions, in proportion to projected wastewater loads from each community at that time. All communities shall participate in negotiations for the determination of projected wastewater loads.

Section 8 **INTERIM CAPITAL FINANCING.** Each customer municipality agrees to enter into a separate agreement with the City of East Moline for the payment of interim capital financing to the City of East Moline of the customer municipality's proportionate share of the fixed charges of the regional sewage treatment works incurred prior to connection and discharge by the customer municipality. Fixed charges shall include revenue and general obligation bond principal and interest payments, regional bond reserve account payments, E.P.A. replacement, and E.P.A. depreciation account payments.

ARTICLE IV Term

The term of this agreement shall commence upon execution and shall terminate only upon mutual agreement of all parties. Each customer municipality shall enter into an Interim Capital Financing Agreement, as described in Article III, Section 8, prior to connection and discharge by the customer municipality.

ARTICLE V Miscellaneous

Section 1 **E.P.A. GUIDELINES.** It is understood by all parties hereto that the conditions of this agreement are in compliance with the guidelines of the United States Environmental Protection Agency ("E.P.A.") and have been reviewed and approved by said agency and any other regulatory agencies.

Section 2 **DEFINITIONS.** It is understood by all parties hereto that the definition of terms in this agreement follow 1) the Environmental Protection Agency ("E.P.A.") regulations; 2) the City of East Moline Sewer Use Ordinance; and 3) the agreement among all parties.

Section 3 **PARTIES.** It is intended that this agreement, when signed by the Mayor and City or Village Clerk of each municipality as duly authorized by the corporate authorities of each respective municipality, will be the agreement among the parties relating to all wastewater emanating from the sewer treatment works of each customer municipality and will be binding upon their successor and assigns.

APPENDIX 4

**ORDINANCE TO REQUIRE USER COMPLIANCE WITH CITY OF EAST
MOLINE POTW PRETREATMENT PROGRAM**

**AN ORDINANCE TO REQUIRE USER
COMPLIANCE WITH
CITY OF EAST MOLINE
POTW PRETREATMENT PROGRAM**

WHEREAS the City of East Moline has adopted a pretreatment program for the East Moline Regional Sewage Plant; and

WHEREAS the Village of Carbon Cliff is a subscriber user of the East Moline Regional Sewage Plant; and

WHEREAS such program is being adopted at the urgency, request and instance of the United States Environmental Protection Agency.

BE IT ORDAINED by the President and Board of Trustees of the Village of Carbon Cliff.

Section 1 To the extent permitted by law, the Village of Carbon Cliff shall cooperate with the City of East Moline to provide the City of East Moline access to industrial facilities within the Village, as such industrial facilities are defined by the POTW Pretreatment Program adopted by the City of East Moline, to determine compliance by the industrial facility with the POTW Pretreatment Program.

Section 2 Such standards as are adopted from time to time by the City of East Moline for wastewater discharge of users of the Region I Sewage Plant are hereby adopted by reference by the Village of Carbon Cliff and shall be enforced to the extent as are provided by the City of East Moline in the POTW Pretreatment Program, Part II, Subpart I, paragraph 3 (entitled "penalties") which enforcement penalties are hereby adopted by the Village of Carbon Cliff by reference.

Section 3 A copy of the POTW Pretreatment Program, as adopted by the City of East Moline, and amendments thereto forwarded to the Village of Carbon Cliff, shall be kept on file at the Village Hall.