



**Rantoul Village Board of Trustees  
Regular Board Meeting  
Louis B. Schelling Memorial Board Room  
Rantoul Municipal Building**

**October 8, 2019  
6:00 pm**

---

*Order of Business*

---

1. Call to Order – Mayor Charles Smith  
Invocation – Pastor Maxine Rixman, Bethany Park Christian Church  
Pledge of Allegiance  
Roll Call
2. Approval of Agenda
3. Public Participation  
*Citizens wishing to address the Village Board with respect to any item of business listed on the agenda or any matter not appearing on the agenda are asked to sign in with the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.*

**Section A – Consent Agenda**

4. Approval of Consent Agenda by Omnibus Vote  
*All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.*
  - A) Minutes from the Regular Study Session, [September 3, 2019](#)
  - B) Minutes from Regular Board Meeting, [September 10, 2019](#)

Note: All minutes are drafts until approved at the October 8, 2019 Board Meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.

5. Approval of Any Items Removed from Consent Agenda
6. Motion to approve Bills and Monthly Financial Reports

**Section B – Consideration of Bids, Contracts & Other Expenditures**

7. Motion to authorize and approve the purchase of three 2020 Police Interceptor [Utility vehicles](#) from Morrow Brothers - \$113,070.
8. Motion to authorize and approve [Engineering Agreement](#) with Donohue & Associates for the Development of Phosphorus Removal Feasibility Study and Phosphorus Discharge Optimization Plan - \$17,890.00

---

*Order of Business*

---

9. Motion to authorize and approve [Supplemental Engineering Agreement](#) with ESI Consultants for Preliminary Environmental Site Assessment for Safe Routes to School Project - \$4,500.00

Section C – Consideration of Ordinances & Resolutions

10. Motion to pass [Resolution No. 10-19-1290](#), A RESOLUTION AUTHORIZING AND APPROVING A CONSTRUCTION CONTRACT WITH BYRNE & JONES CONSTRUCTION FOR THE RANTOUL [SPORTS COMPLEX](#)

Agenda was updated on 10/7/19 to show correct Resolution number

Section D – New Business

*Discussion of any items of new business not listed upon the formal agenda. No formal action will be taken on these items during this proceeding.*

Section E – Public Announcements

Section F – Adjournment

11. Motion to Adjourn

*Statement Regarding Compliance with the Americans with Disabilities Act (ADA)*

*The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).*

*We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.*

**Rantoul Village Board of Trustees  
Regular Study Session  
September 3, 2019  
6:00 P.M.**

LOUIS B. SCHELLING MEMORIAL BOARD ROOM  
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL.

A regular Study Session of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order.

**Roll Call**

The Village Clerk called the roll, finding the following members physically present:

Mayor Smith, Trustees Hall, Wilkerson, Wilson, Johnson, & Workman – 5.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Pat Chamberlin, Comptroller; Tony Brown, Chief of Police; Ken Waters, Fire Chief; Luke Humphrey, Recreation Department Director; Andy Graham, Assistant Recreation Director; Greg Hazel, Director of Public Works; Jake McCoy Assistant Director of Public Works; Ken Turner, Community Development; Eric Vences, Airport Director; Ken Beth, Village Attorney; and Mike Graham Clerk.

Trustee Hall moved to approve the [Agenda](#) and Trustee Workman seconded the motion. The Clerk Called the roll and the Motion carried 5 – 0.

Presentation by Nadine Frerichs – National Night Out, September 18, 2019

**Public Participation**

Kristian Hopkins spoke about upcoming fundraiser events for the Big Brothers & Big Sisters Program.

**Items from the Mayor**

NONE.

**Items from Trustees**

NONE.

**Items from the Clerk**

- Minutes of Regular Study Session, [August 6, 2019](#).
- Minutes from Regular Board Meeting, [August 13, 2019](#).

**Items from the Administrator**

- Mr. Eisenhauer spoke about the importance of the upcoming 2020 Census.
- Mr. Eisenhauer spoke in general about the recently passed Cannabis Legislation by the General Assembly, State of Illinois. Mr. Eisenhauer then

turned the meeting over to the Village Clerk, Mike Graham, for Public Comments. The following individual spoke about the Cannabis matter.

Jean Wilson spoke against allowing Cannabis to be sold in the Village of Rantoul.

Thomas Ordal spoke about the scientific aspects of Cannabis and how hard it would be to control, monitor and enforce in the Village of Rantoul.

Doug Rokke spoke about the Health Hazards of Cannabis, based on his experience as an EMT at the University of Illinois.

Susan Quinlan spoke about the adverse public perceptions of the Village of Rantoul and the Health Hazards of Cannabis, as well as, the fact that the citizens of the State of Illinois were not allowed to vote for or against this in a General State Referendum, as other State were allowed to. She felt that Cannabis should not be allowed to be sold or grown in the Village of Rantoul.

Dan Davis, a longtime resident of the Village of Rantoul indicated that he did not smoke or drink, but if the Village of Rantoul did not allow Cannabis to be sold in the Village of Rantoul, then individuals would go to other communities where Cannabis was sold and the Village of Rantoul would lose tax revenue.

Shelia Sherman, a retired Register Nurse spoke about the negative health and public relations of allowing Cannabis to be sold in the Village of Rantoul.

Sister Paulette Yeager of Saint Malachy Church spoke against allowing Cannabis to be sold in the Village of Rantoul.

Allen Higgins, a retired businessman in Rantoul spoke about the public safety and law enforcement problems of allowing Cannabis to be sold in the Village of Rantoul.

Donnel Robinson spoke about the misconceptions of the use of Cannabis and felt the Village of Rantoul should allow the sale of Cannabis in the Village of Rantoul.

Kristian Hopkins spoke about the misunderstanding surrounding Cannabis as a gateway drug to other forms of higher drug addiction, Mr. Hopkins indicated that early childhood trauma and Opioids were the real drug addiction not Cannabis.

Thomas Ordal then finished the public input by expanding on his previous remarks about Cannabis consumption.

This concluded the Public input about Cannabis. Administrator Eisenhower indicated that this would also be discussed at the Regular Study Session of the Rantoul Village Board on October 1, 2019.

**“NOTE FROM RANTOUL VILLAGE CLERK, UNLESS OTHERWISE SPECIFIED BELOW ALL OF THE AGENDA ITEMS WILL BE TAKEN TO THE REGULAR VILLAGE BOARD MEETING, TUESDAY, September 10, 2019.”**

- [Budget Amendment](#) BA-FY #20-20-3 – [Ordinance 2623](#), which would allow encumbered fund obligations to be transferred from Fiscal Year ending April 30, 2019 to the current Fiscal Year Ending April 20, 2020.
- Approval of Bills and Monthly Financial Reports.
- [Engineering Agreement](#) with ERA for Rudainski Park - \$39,000.00
- The Recreation Department and Administrator Eisenhower then presented a power point presentation of the new proposed Sports Complex to be built on a sixty acre plot in TIF District No. 1, south of Walmart and adjacent to Interstate 57. This was for presentation only and no action by the Village Board would be required until the October Regular Board Meeting on October 8, 2019. All of the Trustees present and the Mayor Smith had many comments and questions about this proposal which is currently in the final stages of development. Mr. Eisenhower indicated that this would be presented to other public bodies throughout the month of September and that there would be two Public Hearings on September 17<sup>th</sup> & 24<sup>th</sup> to receive public comment.
- Purchase of 2020 [F-150 Truck](#) form Shields Auto Group - \$25,332.00. Mr. Eisenhower indicated that this was the same item that was on the agenda for August but when contacting Shields Auto Group there were no 2019 Trucks available, so a 2020 Truck would have to be purchased at an additional cost of \$530.00.
- MFT Resolution for shared us path on the west side of Canadian National Railroad - \$209,661.20 – [Resolution No. 9-19-1289](#). Mr. Hazel indicated that this was a housekeeping matter in that the Illinois Department of Transportation requested this Resolution from the Rantoul Village Board to close out the previously approved actions by the Board.
- Purchase of [vacuum circuit breaker](#) from Anixter - \$19,484.00.
- Agreement with BHMG for upgrading of Prospect [Substation Relay](#) protection - \$45,200.00.
- Sale of [1120 Veteran’s Parkway](#) – [Ordinance No. 2622](#).

**Adjournment**

There being no further business to come before the Board, Mayor Smith declared the proceeding adjourned.

MEETING ADJOURNED AT 8:24 P.M

---

Mike Graham  
Village Clerk

**APPROVED October 8, 2019**

---

Charles Smith  
Village President

**ATTEST:**

---

Mike Graham  
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held September 3, 2019, as the same appears on the records of the Village now in my custody and keeping.

---

Mike Graham  
Village Clerk

## Regular Board Meeting September 10, 2019

---

LOUIS B. SCHELLING MEMORIAL BOARD ROOM  
RANTOUL MUNICIPAL BUILDING, 333 S. TANNER, RANTOUL, IL.

A regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order.

### **Invocation & Pledge of Allegiance**

The Invocation was given by Pastor Chris King, United Pentecostal Church, Rantoul, Illinois, opening the meeting with a prayer. Following the invocation, Trustee Wilson led the audience in recitation of the Pledge of Allegiance.

### **Roll Call**

The Village Clerk called the roll, finding the following members present:

Mayor Smith and Trustees, Hall, Gamel, Wilkerson, Wilson, Johnson and Workman - 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; Ken Turner, Community Development Director; Greg Hazel, Director of Public Works; Jake McCoy, Assistant Public Works Director; Eric Vences, Airport Director; Ken Beth, Village Attorney; Amanda Reiss, Attorney; and Elected Village Clerk Mike Graham.

### **Approval of Agenda**

Trustee Hall moved to approve the [agenda](#) for the meeting. Trustee Workman seconded the motion. The Clerk Called the Roll and the motion carried 6 - 0.

Mayor Smith administered the Oath of Office to the new Police Officer Nicholas Pampinella.

Kathy Kohl will be retiring through the IMRF Retirement Plan. This information is provided to the Rantoul Board of Trustees pursuant to PA099-0646, for information only and does not require action by the Rantoul Village Board.

### **Public Participation**

Loise Haines complained about the shop Rantoul First Program on the Village of Rantoul website as her newly formed business has never been listed.

**“NOTE FROM THE RANTOUL VILLAGE OF CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 6 TO 0. UNLESS OTHERWISE NOTED BELOW.”**

Motion to approve the Consent Agenda. Trustee Johnson moved for approval and Trustee Hall seconded the motion.

Motion to approve the bills and monthly Financial Reports. Trustee Wilkerson moved for approval and Trustee Workman seconded the motion.

Motion to authorize and approve professional service engineering agreement with ERA for [Rudzinski Park](#) Redevelopment - \$39,900.00. Trustee Workman moved for approval and Trustee Hall seconded the motion.

Motion to authorize and approve the purchase of 2020 [F-150 Truck](#) from Shields Auto Center - \$25,335.00. Trustee Johnson moved for approval and Trustee Wilkerson seconded the motion.

Motion to authorize and approve purchase of Siemens vacuum [circuit breakers](#) through Anixter - \$19,484.00. Trustee Gamel moved to approve and Trustee Wilson seconded the motion.

Motion to authorize and approve agreement with BHMG for upgrading the Prospect [Substation relay](#) protection - \$45,200.00. Trustee Hall moved for approval and Trustee Wilson seconded the motion.

Motion to pass [Ordinance No. 2622](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, IL. ([1120 Veterans Parkway](#)). Trustee Wilson moved for approval and Trustee Hall seconded the motion.

Motion to pass [Ordinance No. 2623](#), AN ORDINANCE [REVISING](#) THE ANNUAL BUDGET. Trustee Workman moved for approval and Trustee Gamel seconded the motion.

Motion to pass [Resolution No. 9-19-1289](#), A MOTOR FUEL TAX [RESOLUTION](#) FOR THE FINAL SHARED USE PATH FUND ALLOCATION - \$209,661.20. Trustee Hall moved for approval and Trustee Wilson seconded the motion.

Trustee Wilson moved to adjourn the meeting and Trustee Johnson seconded the motion.

The Clerk called the Roll and the motion passed **6 – 0**.

Meeting Adjourned: 6:23 P.M.

---

Mike Graham  
Village Clerk

**Approved October 8, 2019**

---

Charles Smith  
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held September 10, 2019 as the same appears on the records of the Village now in my custody and keeping.

---

Mike Graham, Village Clerk

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE **ONE** OF **TWO**

<b>ITEM:</b> Purchase of three (3) police squad vehicle	<b>DEPARTMENT:</b>  <b>Police</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>  <b>\$113,070</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	<b>DATE:</b>  <b>October 1, 2019</b>
<p><b>SUMMARY HIGHLIGHTS:</b> The police department is requesting the purchase of three (3) squad cars.</p> <p>Morrow Brother's Ford, of Greenfield, IL, has the current state bid for squad cars. The base price for a 2020 Ford Police Interceptor Utility is \$33,770. Additional desired factory options, including a hybrid engine, police engine idle, heated side mirrors, and license and title fees bring the total vehicle cost to \$37,690.00.</p> <p>According to Ford, "<i>the all-new 2020 Police Interceptor® Utility – a hybrid electric vehicle (HEV) with AWD – offers significant potential fuel savings. Its lithium-ion hybrid battery can provide added benefits when considering the unique idling demands of day-to-day police use.</i></p> <p><i>While driving. Police Interceptor Utility (standard HEV AWD) projected fuel economy compares favorably against the Police Interceptor Utility (3.7L AWD).</i></p> <p><i>While stopped. Even when not in motion, police vehicles must constantly keep their engines running to power electrical equipment. Ford data shows that police vehicles spend approximately 61% of each shift at engine idle: This equates to roughly 4.9 hours of every 8-hour shift. The Police Interceptor Utility (standard HEV AWD) reduces engine idle time by powering the high electrical loads of a police vehicle with its lithium-ion battery. So the engine runs less – intermittently called upon to top off the battery.</i></p> <p><i>Potential total savings at \$3.00/gal gas prices over four years is \$15,312."</i></p> <p>The Police Department will take money from fines, forfeiture and new equipment funds to equipment in new squad cars.</p>	
<b>RECOMMENDED ACTION: Approve</b>	
<b>DEPARTMENT HEAD APPROVAL</b>  	<b>VILLAGE ADMINISTRATOR</b>

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
--------------------	-----------------------------------

<b>ITEM: Engineering Agreement with Donohue &amp; Associates, Inc. for the Development of Phosphorus Removal Feasibility Study and Phosphorus Discharge Optimization Plan at the Sewage Treatment Plant</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$17,890.00</b>
<b>ATTACHMENTS:</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: September 23, 2019</b>
<b>SUMMARY HIGHLIGHTS:</b>  <p>This Agenda item provides for an Engineering Agreement with Donohue &amp; Associates, Inc. for the development of <b>Phosphorus Removal Feasibility Study</b> and <b>Phosphorus Discharge Optimization Plan</b> at the Sewage Treatment Plant. The Village of Rantoul, Illinois (Village) owns and operates the East Sewage Treatment Plant. The facility consists of screening, grit removal, primary clarification, secondary treatment trickling filters (BOD removal), secondary clarification, nitrification trickling filters (ammonia removal), final clarifiers, tertiary filtration, chemical feed facilities for disinfection, anaerobic digestion and sludge drying beds.</p> <p>The facility which received a final NPDES Permit (No. IL0022128) on June 13, 2019 which included Special Conditions 17 and 18, require the Village to prepare a <b>Phosphorus Removal Feasibility Study</b> to report on “method, time frame, and costs for reducing total phosphorus loading to the receiving stream based on effluent limits of 0.5 mg/L or 0.1 mg/L.” In addition, the Village is to prepare a <b>Phosphorus Discharge Optimization Plan</b> that “reviews and evaluates phosphorus influent reduction measures and plant operational changes required to achieve effluent phosphorus reductions.”</p> <p>The Village sought proposals and recommends utilizing Donohue &amp; Assoc. to prepare the initial feasibility reports meeting the IEPA permit requirements based on a review of the design conditions versus current flows and loads, provide guidance for sampling activities performed by either Village staff or an outside laboratory, and prepare the <b>Phosphorus Removal Feasibility Study</b> and <b>Phosphorus Discharge Optimization Plan</b> to meet the NPDES permit special conditions requirements.</p> <p>The Village has eighteen (18) months from the effective date on the permit, June 13, 2019, to complete both Special Conditions (December 31, 2020). These studies are included in the FY20 budget.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the approval of an Engineering Agreement with Donohue & Associates, Inc. for the Development of Phosphorus Removal Feasibility Study and Phosphorus Discharge Optimization Plan at the Sewage Treatment Plant.in the amount of \$17,890.00.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.  Jacob D. McCoy, P.E. 	<b>VILLAGE ADMINISTRATOR:</b> Scott Eisenhauer
<b>AGENDA PAGE NUMBER:</b>	



Donohue & Associates, Inc.  
1605 South State Street, Suite 1C | Champaign, IL 61820  
donohue-associates.com

September 20, 2019

Greg Hazel – Director of Public Works  
Village of Rantoul  
200 West Grove Ave  
Rantoul, IL 61866

Re: Agreement for Development of Phosphorus Removal Feasibility Study and Phosphorus Discharge Optimization Plan

Dear Mr. Hazel:

Thank you for the selection of Donohue to develop the Feasibility Study and Phosphorus Discharge Optimization Plan.

We are proposing to prepare the Feasibility Study and Phosphorus Discharge Optimization Plan for a not-to-exceed time and material fee of \$17,890. Attached is an agreement containing the scope for these services.

Please feel free to contact me at 217.493.2589 (cell) if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Terrence K. Boyer'.

Terrence K. Boyer, PE  
Vice President  
Office 217.903.4437 | tboyer@donohue-associates.com



**ENGINEERING SERVICES AGREEMENT**

**Phosphorus Removal Feasibility Study (Project)**

This Agreement is by and between:

Village of Rantoul (Owner)  
333 South Tanner Street  
Rantoul, IL 61866

and

Donohue & Associates, Inc. (Donohue)  
1605 South State Street  
Suite 1C  
Champaign, IL 61820

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

**APPROVED FOR OWNER**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR DONOHUE**

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

Printed Name: Joseph V. Pisula, P.E.

Title: Vice President

Date: September 20, 2019

## **PART I**

### **PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING**

#### **A. PROJECT DESCRIPTION**

The Village of Rantoul, Illinois (Owner) owns and operates the Village of Rantoul East Sewage Treatment Plant (STP). The facility was designed for a design average flow of 4.33 mgd and a design maximum flow of 8.65 mgd. The facility consists of screening, grit removal, primary clarification, secondary treatment trickling filters (BOD removal), secondary clarification, nitrification trickling filters (ammonia removal), final clarifiers, tertiary filtration, chemical feed facilities for disinfection, anaerobic digestion and sludge drying beds.

The facility received a draft NPDES Permit (No. IL0022128) which included Special Conditions 17 and 18, which require the Owner to prepare a phosphorus removal feasibility report to report on method, time frame, and costs for reducing total phosphorus loading to the receiving stream based on effluent limits of 0.5 mg/L or 0.1 mg/L. In addition, the Owner is to prepare a Phosphorus Discharge Optimization Plan that reviews and evaluates phosphorus influent reduction measures and plant operational changes required to achieve effluent phosphorus reductions.

The Owner desires for Donohue to prepare the feasibility report meeting the IEPA permit requirements based on a review of the design conditions versus current flows and loads, provide guidance for sampling activities performed by either Owner staff or an outside laboratory contracted by Owner to support the study, and prepare the "Feasibility Report" and "Phosphorus Discharge Optimization Plan" to meet the NPDES permit special conditions requirements.

The Rantoul STP is a fixed film wastewater treatment plant. Fixed film treatment systems are not able to remove phosphorus biologically. There is little value to be gained by performing process modeling for this particular wastewater treatment plant. Therefore, process modeling using a simulator such as BioWIN or GPS-X is not to be included. Instead, we have included scope for assisting the treatment plant staff with a practical approach to perform a field trial program to determine actual alum quantities required for the proposed phosphorus limits.

#### **B. SCOPE OF SERVICES**

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

##### **1. Data and Information Gathering**

- 1.1 Attend a one day site visit to tour the facility. The purpose of the site visit is to gather background knowledge and identify flow streams that require sampling.
- 1.2 Receive and review electronic data files with available operating and performance data related to influent quality, flow rates, performance monitoring, etc.
- 1.3 Prepare a draft monitoring and field trial program for the facility to accomplish the following sampling and testing activities:

- a. Donohue will recommend additional phosphorus and nitrogen sampling and testing activities to be added to the facilities' regular operations monitoring program.
  - b. The field trial program will consist of a testing protocol to add additional alum to the treatment plant process to determine actual quantities of alum required for the different levels of phosphorus removal.
- 1.4 Attend a meeting to review the draft monitoring and field trial program with Owner's engineering staff, plant staff, and laboratory staff.
  - 1.5 Incorporate Owner's staff comments and prepare final version of the monitoring and field trial program. Deliver the final version in electronic format.

## **2. Feasibility Evaluations**

- 2.1 Evaluate historic influent flows and loadings to the plant from 2014 to present along with the sampling programs. Compare existing operational parameters based on current flows and loads to design criteria.
- 2.2 Prepare projections of chemical use and solids production for the two effluent limits required by the permit as determined by the field trial program.
- 2.3 Prepare operational and capital cost estimates for chemical phosphorus removal and biological phosphorus removal. Present separate costs for improvements required for TP limits of 0.5 mg/L and 0.1 mg/L.

## **3. Report Preparation and Workshop**

- 3.1 Prepare a draft Feasibility Report and Phosphorus Discharge Optimization Plan presenting the background, analysis, and results of the phosphorus removal evaluations for the facility. The report is intended to meet the IEPA requirements for a "Feasibility Study" and the "Phosphorus Discharge Optimization Plan" as required by the permit special conditions.
- 3.2 Prepare for and attend a workshop to discuss the draft report with the Owner.
- 3.3 Based on input received from the Owner at the workshop, revise and finalize the Feasibility Report and Phosphorus Discharge Optimization Plan and prepare one (1) PDF version and five (5) hard copies for Owner and IEPA distribution and submit to IEPA.

## **C. PROJECT TIMING**

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The draft Feasibility Study will be completed within 6 months after authorization to proceed.

**PART II  
OWNER RESPONSIBILITIES**

- A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:
1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
  2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
  3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
  4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
  5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
  6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III  
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$17,890.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

## PART IV - STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**2. CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

**3. HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

**4. SAFETY.** Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

**5. DELAYS.** If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

**6. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

**7. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

**8. RELATIONSHIP TO CONTRACTORS.** Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

**9. CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

**10. BETTERMENT.** If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**11. INSURANCE.** Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

**13. LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

**14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

**15. ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

**16. RECORDS RETENTION.** Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

**17. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

**19. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

**20. STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

**21. DISPUTE RESOLUTION.** Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

**22. CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

**23. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**24. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**25. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**26. SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, ACTING DIRECTOR

Copy

217/782-0610

June 13, 2019

Village of Rantoul  
333 South Tanner  
Rantoul, Illinois 61866

Re: Village of Rantoul  
Rantoul East STP  
NPDES Permit No. IL0022128  
Bureau ID#: W0190650009  
Final Permit

Gentlemen:

Attached is the final NPDES Permit for your discharge. The Permit as issued covers discharge limitations, monitoring, and reporting requirements. Failure to meet any portion of the Permit could result in civil and/or criminal penalties. The Illinois Environmental Protection Agency is ready and willing to assist you in interpreting any of the conditions of the Permit as they relate specifically to your discharge.

Pursuant to the Final NPDES Electronic Reporting Rule, all permittees must report DMRs electronically unless a waiver has been granted by the Agency. The Agency utilizes NetDMR, a web based application, which allows the submittal of electronic Discharge Monitoring Reports instead of paper Discharge Monitoring Reports (DMRs). More information regarding NetDMR can be found on the Agency website, <https://www2.illinois.gov/epa/topics/water-quality/surface-water/netdmr/pages/quick-answer-guide.aspx>. If your facility has received a waiver from the NetDMR program, a supply of preprinted paper DMR Forms will be sent to your facility. Additional information and instructions will accompany the preprinted DMRs. Please see the attachment regarding the electronic reporting rule.

The attached Permit is effective as of the date indicated on the first page of the Permit. Until the effective date of any re-issued Permit, the limitations and conditions of the previously-issued Permit remain in full effect. You have the right to appeal any condition of the Permit to the Illinois Pollution Control Board within a 35 day period following the issuance date.

Should you have questions concerning the Permit, please contact Keith Runge at 217/782-0610.

Sincerely,

Amy L. Dragovich, P.E.  
Manager, Permit Section  
Division of Water Pollution Control

ALD:kar09262018

Attachment: Final Permit

cc: Records  
Compliance Assurance Section  
Champaign Region  
Billing

4302 N. Main St., Rockford, IL 61103 (815) 987-7760  
595 S. State St., Elgin, IL 60123 (847) 608-3131  
2125 S. First St., Champaign, IL 61820 (217) 278-5800  
2009 Mall St., Collinsville, IL 62234 (618) 346-5120

9511 Harrison St., Des Plaines, IL 60016 (847) 294-4000  
412 SW Washington St., Suite D, Peoria, IL 61602 (309) 671-3022  
2309 W. Main St., Suite 116, Marion, IL 62959 (618) 993-7200  
100 W. Randolph St., Suite 4-500, Chicago, IL 60601

NPDES Permit No. IL0022128

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand Avenue East

Post Office Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Reissued (NPDES) Permit

Expiration Date: **MAy** 31, 2024

Issue Date: June 13, 2019

Effective Date: June 13, 2019

Name and Address of Permittee:

Village of Rantoul  
333 South Tanner  
Rantoul, Illinois 61866

Facility Name and Address:

Rantoul East STP  
1625 East Grove Avenue  
Rantoul, Illinois  
(Champaign County)

Receiving Waters: Upper Salt Fork Drainage Ditch

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of the Ill. Adm. Code, Subtitle C, Chapter 1, and the Clean Water Act (CWA), the above-named Permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the Effluent Limitations, Monitoring, and Reporting requirements; Special Conditions and Attachment H Standard Conditions attached herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the Permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.



Amy L. Dragovich, P.E.  
Manager, Permit Section  
Division of Water Pollution Control

ALD:kar09262018

NPDES Permit No. IL0022128

Effluent Limitations, Monitoring, and Reporting

FINAL

Discharge Number(s) and Name(s): 001 STP Outfall

Load limits computed based on a design average flow (DAF) of 4.33 MGD (design maximum flow (DMF) of 8.65 MGD).

From the effective date of this Permit until the expiration date, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

Parameter	LOAD LIMITS lbs/day			CONCENTRATION LIMITS MG/L			Sample Frequency	Sample Type			
	Monthly Average	Weekly Average	Daily Maximum	Monthly Average	Weekly Average	Daily Maximum					
Flow (MGD)							Continuous				
CBOD <sub>5</sub> ** , ****	361 (721)		722 (1443)	10		20	1 Day/Week	Composite			
Suspended Solids****	433 (866)		867 (1731)	12		24	1 Day/Week	Composite			
pH	Shall be in the range of 6 to 9 Standard Units							1 Day/Week	Grab		
Fecal Coliform***,*****								1 Day/Week	Grab		
Chlorine Residual***							0.05	1 Day/Week	Grab		
Ammonia Nitrogen as (N)											
April - October	54 (108)		108 (216)	1.5		3.0	1 Day/Week	Composite			
Nov. - Feb.	94 (188)		188 (375)	2.6		5.2	1 Day/Week	Composite			
March	54 (108)		184 (368)	1.5		5.1	1 Day/Week	Composite			
Phosphorus (as P)	36 (72)			1.0			2 Days/Month	Composite			
Nitrate (as N)	Monitor Only							2 Days/Month	Composite		
Total Nitrogen (as N)	Monitor Only							2 Days/Month	Composite		
				Monthly Average not less than	Weekly Average not less than	Daily Minimum					
Dissolved Oxygen											
March - July											
August - February							5.5	6.0	5.0	1 Day/Week	Grab
								4.0	3.5	1 Day/Week	Grab

\*Load limits based on design maximum flow shall apply only when flow exceeds design average flow.

\*\*Carbonaceous BOD<sub>5</sub> (CBOD<sub>5</sub>) testing shall be in accordance with 40 CFR 136.

\*\*\*See Special Condition 9.

\*\*\*\*BOD<sub>5</sub> and Suspended Solids (85% removal required) For Discharge No. 001: In accordance with 40 CFR 133, the 30-day average percent removal shall not be less than 85 percent. The percent removal need not be reported to the IEPA on DMRs but influent and effluent data must be available, as required elsewhere in this Permit, for IEPA inspection and review. For measuring compliance with this requirement, 5 mg/L shall be added to the effluent CBOD<sub>5</sub> concentration to determine the effluent BOD<sub>5</sub> concentration.

Percent removal is a percentage expression of the removal efficiency across a treatment plant for a given pollutant parameter, as determined from the 30-day average values of the raw wastewater influent concentrations to the facility and the 30-day average values of the effluent pollutant concentrations for a given time period.

\*\*\*\*\* Fecal coliform shall not exceed May through October a geometric mean of 200 cfu/100 ml nor exceed 3.28X10<sup>10</sup> cfu/day when effluent flows are at or below the Design Average Flow (DAF) nor exceed 6.55X10<sup>10</sup> cfu/day when effluent flows exceed the DAF, nor shall more than 10% of the samples during any 30 day period exceed 400 cfu/100 ml.

NPDES Permit No. IL0022128

Influent Monitoring, and Reporting

The influent to the plant shall be monitored as follows:

<u>Parameter</u>	<u>Sample Frequency</u>	<u>Sample Type</u>
Flow (MGD)	Continuous	
BOD <sub>5</sub>	1 Day/Week	Composite
Suspended Solids	1 Day/ Week	Composite

Influent samples shall be taken at a point representative of the influent.

Flow (MGD) shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

BOD<sub>5</sub> and Suspended Solids shall be shall be reported on the DMR as a monthly average concentration.

NPDES Permit No. IL0022128

Effluent Limitations, Monitoring, and Reporting

FINAL

Flow shall be reported on the Discharge Monitoring Report (DMR) as monthly average and daily maximum.

Fecal Coliform shall be reported on the DMR as a geometric mean and a percentage of samples exceeding 400 cfu/100 ml.

pH shall be reported on the DMR as minimum and maximum value.

Chlorine Residual shall be reported on DMR as daily maximum.

Phosphorus shall be reported on the DMR as a monthly average and daily maximum value.

Total Nitrogen shall be reported on the DMR as a monthly average and daily maximum value. Total Nitrogen is the sum total of Total Kjeldahl Nitrogen, Nitrate and Nitrite.

Special Conditions

SPECIAL CONDITION 1. This Permit may be modified to include different final effluent limitations or requirements which are consistent with applicable laws and regulations. The IEPA will public notice the permit modification.

SPECIAL CONDITION 2. The use or operation of this facility shall be by or under the supervision of a Certified Class 1 operator.

SPECIAL CONDITION 3. The IEPA may request in writing submittal of operational information in a specified form and at a required frequency at any time during the effective period of this Permit.

SPECIAL CONDITION 4. The IEPA may request more frequent monitoring by permit modification pursuant to 40 CFR § 122.63 and Without Public Notice.

SPECIAL CONDITION 5. The effluent, alone or in combination with other sources, shall not cause a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302.

SPECIAL CONDITION 6. The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) electronic forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee is required to submit electronic DMRs (NetDMRs) instead of mailing paper DMRs to the IEPA unless a waiver has been granted by the Agency. More information, including registration information for the NetDMR program, can be obtained on the IEPA website, <https://www2.illinois.gov/epa/topics/water-quality/surface-water/netdmr/pages/quick-answer-guide.aspx>.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees that have been granted a waiver shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attention: Compliance Assurance Section, Mail Code # 19  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

SPECIAL CONDITION 7. The provisions of 40 CFR Section 122.41(m) & (n) are incorporated herein by reference.

SPECIAL CONDITION 8. Samples taken in compliance with the effluent monitoring requirements shall be taken at a point representative of the discharge, but prior to entry into the receiving stream.

SPECIAL CONDITION 9. Fecal Coliform limits for Discharge Number 001 are effective May thru October. Sampling of Fecal Coliform is only required during this time period.

The total residual chlorine limit is applicable at all times. If the Permittee is chlorinating for any purpose during the months of November through April, sampling is required on a daily grab basis. Sampling frequency for the months of May through October shall be as indicated on effluent limitations, monitoring and reporting page of this Permit.

SPECIAL CONDITION 10. The Permittee shall conduct semi-annual monitoring of the effluent and report concentrations (in mg/l) of the following listed parameters. Monitoring shall begin three (3) months from the effective date of this permit. The sample shall be a 24-hour effluent composite except as otherwise specifically provided below and the results shall be submitted on Discharge Monitoring Report Forms to IEPA unless otherwise specified by the IEPA. The parameters to be sampled and the minimum reporting limits to be attained are as follows:

Special Conditions

<u>STORET CODE</u>	<u>PARAMETER</u>	<u>Minimum reporting limit</u>
01002	Arsenic	0.05 mg/L
01007	Barium	0.5 mg/L
01027	Cadmium	0.001 mg/L
01032	Chromium (hexavalent) (grab)	0.01 mg/L
01034	Chromium (total)	0.05 mg/L
01042	Copper	0.005 mg/L
00720	Cyanide (total) (grab)***	5.0 µg/L
00722	Cyanide (grab) (available**** or amenable to chlorination)***	5.0 µg/L
00951	Fluoride	0.1 mg/L
01045	Iron (total)	0.5 mg/L
01046	Iron (Dissolved)	0.5 mg/L
01051	Lead	0.05 mg/L
01055	Manganese	0.5 mg/L
71900	Mercury (grab)**	1.0 ng/L*
01067	Nickel	0.005 mg/L
00556	Oil (hexane soluble or equivalent) (Grab Sample only)	5.0 mg/L
32730	Phenols (grab)	0.005 mg/L
01147	Selenium	0.005 mg/L
01077	Silver (total)	0.003 mg/L
01092	Zinc	0.025 mg/L

Minimum Reporting Limits are defined as – (1) The minimum value below which data are documented as non-detects. (2) Three to ten times the method detection limit. (3) The minimum value of the calibration range.

All sample containers, preservative, holding times, analyses, method detection limit determinations and quality assurance/quality control requirements shall be in accordance with 40 CFR 136.

Unless otherwise indicated, concentrations refer to the total amount of the constituent present in all phases, whether solid, suspended or dissolved, elemental or combined, including all oxidation states.

\*1.0 ng/L = 1 part per trillion.

\*\*Utilize USEPA Method 1631E and the digestion procedure described in Section 11.1.1.2 of 1631E.

\*\*\*Analysis for cyanide (available or amenable to chlorination) is only required if cyanide (total) is detected at or above the minimum reporting limit.

\*\*\*\*USEPA Method OIA-1677.

The Permittee shall provide a report briefly describing the permittee's pretreatment activities and an updated listing of the Permittee's significant industrial users. The list should specify which categorical pretreatment standards, if any, are applicable to each Industrial User. Permittees who operate multiple plants may provide a single report. Such report shall be submitted within six (6) months of the effective date of this Permit to the following addresses:

U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604  
Attention: Water Assurance Branch Enforcement and Compliance

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attention: Compliance assurance Section, Mail Code #19  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

**SPECIAL CONDITION 11.** The Permittee has undergone a Monitoring Reduction review and the influent and effluent sample frequency has been reduced for parameters due to sustained compliance. The IEPA may require that the influent and effluent sampling frequency for these parameters be increased without Public Notice. This provision does not limit EPA's authority to require additional monitoring, information or studies pursuant to Section 308 of the CWA.

Special Conditions

<u>STORET CODE</u>	<u>PARAMETER</u>	<u>Minimum reporting limit</u>
01002	Arsenic	0.05 mg/L
01007	Barium	0.5 mg/L
01027	Cadmium	0.001 mg/L
01032	Chromium (hexavalent) (grab)	0.01 mg/L
01034	Chromium (total)	0.05 mg/L
01042	Copper	0.005 mg/L
00720	Cyanide (total) (grab)***	5.0 µg/L
00722	Cyanide (grab) (available**** or amenable to chlorination)***	5.0 µg/L
00951	Fluoride	0.1 mg/L
01045	Iron (total)	0.5 mg/L
01046	Iron (Dissolved)	0.5 mg/L
01051	Lead	0.05 mg/L
01055	Manganese	0.5 mg/L
71900	Mercury (grab)**	1.0 ng/L*
01067	Nickel	0.005 mg/L
00556	Oil (hexane soluble or equivalent) (Grab Sample only)	5.0 mg/L
32730	Phenols (grab)	0.005 mg/L
01147	Selenium	0.005 mg/L
01077	Silver (total)	0.003 mg/L
01092	Zinc	0.025 mg/L

Minimum Reporting Limits are defined as – (1) The minimum value below which data are documented as non-detects. (2) Three to ten times the method detection limit. (3) The minimum value of the calibration range.

All sample containers, preservative, holding times, analyses, method detection limit determinations and quality assurance/quality control requirements shall be in accordance with 40 CFR 136.

Unless otherwise indicated, concentrations refer to the total amount of the constituent present in all phases, whether solid, suspended or dissolved, elemental or combined, including all oxidation states.

\*1.0 ng/L = 1 part per trillion.

\*\*Utilize USEPA Method 1631E and the digestion procedure described in Section 11.1.1.2 of 1631E.

\*\*\*Analysis for cyanide (available or amenable to chlorination) is only required if cyanide (total) is detected at or above the minimum reporting limit.

\*\*\*\*USEPA Method OIA-1677.

The Permittee shall provide a report briefly describing the permittee's pretreatment activities and an updated listing of the Permittee's significant industrial users. The list should specify which categorical pretreatment standards, if any, are applicable to each Industrial User. Permittees who operate multiple plants may provide a single report. Such report shall be submitted within six (6) months of the effective date of this Permit to the following addresses:

U.S. Environmental Protection Agency  
Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604  
Attention: Water Assurance Branch Enforcement and Compliance

Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attention: Compliance assurance Section, Mail Code #19  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

**SPECIAL CONDITION 11.** The Permittee has undergone a Monitoring Reduction review and the influent and effluent sample frequency has been reduced for parameters due to sustained compliance. The IEPA may require that the influent and effluent sampling frequency for these parameters be increased without Public Notice. This provision does not limit EPA's authority to require additional monitoring, information or studies pursuant to Section 308 of the CWA.

Special Conditions

SPECIAL CONDITION 12 During January of each year the Permittee shall submit annual fiscal data regarding sewerage system operations to the Illinois Environmental Protection Agency/Division of Water Pollution Control/Compliance Assurance Section. The Permittee may use any fiscal year period provided the period ends within twelve (12) months of the submission date.

Submission shall be on forms provided by IEPA titled "Fiscal Report Form For NPDES Permittees".

SPECIAL CONDITION 13. The Permittee shall conduct biomonitoring of the effluent from Discharge Number(s) 001.

Biomonitoring

- A. Acute Toxicity - Standard definitive acute toxicity tests shall be run on at least two trophic levels of aquatic species (fish, invertebrate) representative of the aquatic community of the receiving stream. Testing must be consistent with Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms (Fifth Ed.) EPA/821-R-02-012. Unless substitute tests are pre-approved; the following tests are required:
1. Fish 96-hour static LC<sub>50</sub> Bioassay using fathead minnows (*Pimephales promelas*).
  2. Invertebrate 48-hour static LC<sub>50</sub> Bioassay using *Ceriodaphnia*.
- B. Testing Frequency - The above tests shall be conducted using 24-hour composite samples unless otherwise authorized by the IEPA. Sample collection and testing must be conducted in the 18<sup>th</sup>, 15<sup>th</sup>, 12<sup>th</sup>, and 9<sup>th</sup> month prior to the expiration date of this Permit. When possible, bioassay sample collection should coincide with sample collection for metals analysis or other parameters that may contribute to effluent toxicity.
- C. Reporting - Results shall be reported according to EPA/821-R-02-012, Section 12, Report Preparation, and shall be mailed to IEPA, Bureau of Water, Compliance Assurance Section or emailed to [EPA.PrmtSpecCondIns@Illinois.gov](mailto:EPA.PrmtSpecCondIns@Illinois.gov) within one week of receipt from the laboratory. Reports are due to the IEPA no later than the 16<sup>th</sup>, 13<sup>th</sup>, 10<sup>th</sup>, and 7<sup>th</sup> month prior to the expiration date of this Permit.
- D. Toxicity – Should a bioassay result in toxicity to >20% of organisms tested in the 100% effluent treatment, the IEPA may require, upon notification, six (6) additional rounds of monthly testing on the affected organism(s) to be initiated within 30 days of the toxic bioassay. Results shall be submitted to IEPA within one (1) week of becoming available to the Permittee. Should any of the additional bioassays result in toxicity to ≥50% of organisms tested in the 100% effluent treatments, the Permittee must contact the IEPA within one (1) day of the results becoming available to the Permittee and begin the toxicity identification and reduction evaluation process as outlined below.
- E. Toxicity Identification and Reduction Evaluation - Should any of the additional bioassays result in toxicity to ≥50% of organisms tested in the 100% effluent treatment, the Permittee must contact the IEPA within one (1) day of the results becoming available to the Permittee and begin the toxicity identification evaluation process in accordance with Methods for Aquatic Toxicity Identification Evaluations, EPA/600/6-91/003. The IEPA may also require, upon notification, that the Permittee prepare a plan for toxicity reduction evaluation to be developed in accordance with Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants, EPA/833B-99/002, which shall include an evaluation to determine which chemicals have a potential for being discharged in the plant wastewater, a monitoring program to determine their presence or absence and to identify other compounds which are not being removed by treatment, and other measures as appropriate. The Permittee shall submit to the IEPA its plan for toxicity reduction evaluation within ninety (90) days following notification by the IEPA. The Permittee shall implement the plan within ninety (90) days or other such date as contained in a notification letter received from the IEPA.

The IEPA may modify this Permit during its term to incorporate additional requirements or limitations based on the results of the biomonitoring. In addition, after review of the monitoring results, the IEPA may modify this Permit to include numerical limitations for specific toxic pollutants. Modifications under this condition shall follow public notice and opportunity for hearing.

Special Conditions

**SPECIAL CONDITION 14.** Discharge Number A01 is an emergency high level overflow discharge. Discharges from this outfall are prohibited. Permittee shall maintain continuous electronic monitors capable of detecting all discharges from each prohibited discharge outfall or shall inspect each listed prohibited discharge outfall listed above within 24 hours of receiving .25 inches of precipitation or greater within a 24 hour period as recorded at the nearest National Weather Service Reporting Station. Permittee shall utilize chalk or block devices or other discharge confirming devices approved by the Agency to enhance visual monitoring. These prohibited discharges, if they occur, are subject to conditions A-E listed below.

- A. Definitions  
 "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a discharge. Severe property damage does not mean economic loss caused by delays in production.
- B. Notice
1. Anticipated discharge. If the Permittee knows in advance of the need for a prohibited discharge from Discharge Number A01, it shall submit prior notice, if possible at least ten days before the date of the discharge.
  2. Unanticipated discharge. The Permittee shall submit notice of an unanticipated discharge as required in Standard Condition 12(f) of this Permit (24-hour notice).
- C. Limitation on IEPA enforcement discretion. The IEPA may take enforcement action against a Permittee for prohibited discharges from discharge number A01, unless:
1. Discharge was unavoidable to prevent loss of life, personal injury, or severe property damage;
  2. There was no feasible alternatives to the discharge, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a discharge which occurred during normal periods of equipment downtime or preventive maintenance; and
  3. The Permittee submitted notices as required under Standard Condition 12(f) of this Permit.
- D. Emergency discharges when discharging, shall be monitored daily by grab sample for BOD<sub>5</sub>, Suspended Solids and Fecal Coliform. The Permittee shall submit the monitoring results on Discharge Monitoring Report forms using one such form for each month in which discharging occurs. The Permittee shall specify the number of discharges per month that occur and shall report this number in the quantity daily maximum column. The Permittee shall report the highest concentration value of BOD<sub>5</sub> and Suspended Solids and Fecal Coliform discharged in the concentration daily maximum column.
- E. The above limitations on enforcement discretion apply only with respect to IEPA. They do not serve as a limitation on the ability of any other governmental agency or person to bring an enforcement action in accordance with the Federal Clean Water Act.

**SPECIAL CONDITION 15.** For the duration of this Permit, the Permittee shall determine the quantity of sludge produced by the treatment facility in dry tons or gallons with average percent total solids analysis. The Permittee shall maintain adequate records of the quantities of sludge produced and have said records available for U.S. EPA and IEPA inspection. The Permittee shall submit to the IEPA, at a minimum, a semi-annual summary report of the quantities of sludge generated and disposed of, in units of dry tons or gallons (average total percent solids) by different disposal methods including but not limited to application on farmland, application on reclamation land, landfilling, public distribution, dedicated land disposal, sod farms, storage lagoons or any other specified disposal method. Said reports shall be submitted to the IEPA by January 31 and July 31 of each year reporting the preceding January thru June and July thru December interval of sludge disposal operations.

Duty to Mitigate. The Permittee shall take all reasonable steps to minimize any sludge use or disposal in violation of this Permit.

Sludge monitoring must be conducted according to test procedures approved under 40 CFR 136 unless otherwise specified in 40 CFR 503, unless other test procedures have been specified in this Permit.

Planned Changes. The Permittee shall give notice to the IEPA on the semi-annual report of any changes in sludge use and disposal.

The Permittee shall retain records of all sludge monitoring, and reports required by the Sludge Permit as referenced in Standard Condition 25 for a period of at least five (5) years from the date of this Permit.

Special Conditions

If the Permittee monitors any pollutant more frequently than required by this permit or the Sludge Permit, the results of this monitoring shall be included in the reporting of data submitted to the IEPA.

The Permittee shall comply with existing federal regulations governing sewage sludge use or disposal and shall comply with all existing applicable regulations in any jurisdiction in which the sewage sludge is actually used or disposed.

The Permittee shall comply with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish the standards for sewage sludge use or disposal even if the permit has not been modified to incorporate the requirement.

The Permittee shall ensure that the applicable requirements in 40 CFR Part 503 are met when the sewage sludge is applied to the land, placed on a surface disposal site, or fired in a sewage sludge incinerator.

Monitoring reports for sludge shall be reported on the form titled "Sludge Management Reports" to the following address:

Illinois Environmental Protection Agency  
Bureau of Water  
Compliance Assurance Section  
Mail Code #19  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

**SPECIAL CONDITION 16.** This Permit may be modified to include alternative or additional final effluent limitations pursuant to an approved Total Maximum Daily Load (TMDL) Study or upon completion of an alternate Water Quality Study.

**SPECIAL CONDITION 17.** The Permittee shall, within eighteen (18) months of the effective date of this permit, prepare and submit to the Agency a feasibility study that identifies the method, timeframe, and costs of reducing phosphorus levels in its discharge to a level consistently meeting a potential future effluent limit of 0.5 mg/L and 0.1 mg/L. The study shall evaluate the construction and O & M costs of the application of these limits on a monthly, seasonal and annual average basis.

**SPECIAL CONDITION 18.** The Permittee shall develop and submit to the Agency a Phosphorus Discharge Optimization Plan within eighteen (18) months of the effective date of this permit. The plan shall include a schedule for the implementation of these optimization measures. Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The Permittee's evaluation shall include, but not be limited to, an evaluation of the following optimization measures:

- A. WWTF influent reduction measures.
  1. Evaluate the phosphorus reduction potential of users.
  2. Determine which sources have the greatest opportunity for reducing phosphorus (i.e., industrial, commercial, institutional, municipal and others).
    - a. Determine whether known sources (i.e., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.
    - b. Evaluate and implement local limits on influent sources of excessive phosphorus.
- B. WWTF effluent reduction measures.
  1. Reduce phosphorus discharges by optimizing existing treatment processes.
    - a. Adjust the solids retention time for nitrification, denitrification, or biological phosphorus removal.
    - b. Adjust aeration rates to reduce dissolved oxygen and promote simultaneous nitrification-denitrification.
    - c. Add baffles to existing units to improve microorganism conditions by creating divided anaerobic, anoxic, and aerobic zones.

Special Conditions

- d. Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.
- e. Minimize impact on recycle streams by improving aeration within holding tanks.
- f. Reconfigure flow through existing basins to enhance biological nutrient removal.
- g. Increase volatile fatty acids for biological phosphorus removal.

SPECIAL CONDITION 19. The Agency has determined that the Permittee's treatment plant effluent is located upstream of a waterbody or stream segment that has been determined to have a phosphorus related impairment. This determination was made upon reviewing available information concerning the characteristics of the relevant waterbody/segment and the relevant facility (such as quantity of discharge flow and nutrient load relative to the stream flow).

A phosphorus related impairment means that the downstream waterbody or segment is listed by the Agency as impaired due to dissolved oxygen and/or offensive condition (algae and/or aquatic plant growth) impairments that is related to excessive phosphorus levels.

The Permittee shall develop, or be a part of a watershed group that develops, a Nutrient Assessment Reduction Plan (NARP) that will meet the following requirements:

- A. The NARP shall be developed and submitted to the Agency by December 31, 2023. This requirement can be accomplished by the Permittee, by participation in an existing watershed group or by creating a new group. The NARP shall be supported by data and sound scientific rationale.
- B. The Permittee shall cooperate with and work with other stakeholders in the watershed to determine the most cost-effective means to address the phosphorus related impairment. If other stakeholders in the watershed will not cooperate in developing the NARP, the Permittee shall develop its own NARP for submittal to the Agency to comply with this condition.
- C. In determining the target levels of various parameters necessary to address the phosphorus related impairment, the NARP shall either utilize the recommendations by the Nutrient Science Advisory Committee or develop its own watershed-specific target levels.
- D. The NARP shall identify phosphorus input reductions by point source discharges and non-point source discharges in addition to other measures necessary to remove phosphorus related impairments in the watershed. The NARP may determine, based on an assessment of relevant data, that the watershed does not have an impairment related to phosphorus, in which case phosphorus input reductions or other measures would not be necessary. Alternatively, the NARP could determine that phosphorus input reductions from point sources are not necessary, or that phosphorus input reductions from both point and nonpoint sources are necessary, or that phosphorus input reductions are not necessary and that other measures, besides phosphorus input reductions, are necessary.
- E. The NARP shall include a schedule for the implementation of the phosphorus input reductions by point sources, non-point sources and other measures necessary to remove phosphorus related impairments. The NARP schedule shall be implemented as soon as possible, and shall identify specific timelines applicable to the Permittee.
- F. The NARP can include provisions for water quality trading to address the phosphorus related impairments in the watershed. Phosphorus/Nutrient trading cannot result in violations of water quality standards or applicable antidegradation requirements.
- G. The Permittee shall request modification of the permit within 90 days after the NARP has been completed to include necessary phosphorus input reductions identified within the NARP. The Agency will modify the NPDES permit, if necessary.
- H. If the Permittee does not develop or assist in developing the NARP, and such a NARP is developed for the watershed, the Permittee will become subject to effluent limitations necessary to address the phosphorus related impairments. The Agency shall calculate these effluent limits by using the NARP and any applicable data. If no NARP has been developed, the effluent limits shall be determined for the Permittee on a case-by-case basis, so as to ensure that the Permittee's discharge will not cause or contribute to violations of the dissolved oxygen or narrative water quality standards.

Special ConditionsSPECIAL CONDITION 20.

- A. Subject to paragraph B below, an effluent limit of 0.5 mg/L Total Phosphorus 12 month rolling geometric mean (calculated monthly) basis (hereinafter "Limit"), shall be met by the Permittee by January 1, 2030, unless the Permittee demonstrates that meeting such Limit is not technologically or economically feasible in one of the following manners:
1. the Limit is not technologically feasible through the use of biological phosphorus removal (BPR) process(es) at the treatment facility; or
  2. the Limit would result in substantial and widespread economic or social impact. Substantial and widespread economic impacts must be demonstrated using applicable USEPA guidance, including but not limited to any of the following documents:
    - a. Interim Economic Guidance for Water Quality Standards, March 1995, EPA-823-95-002;
    - b. Combined Sewer Overflows – Guidance for Financial Capability Assessment and Schedule Development, February 1997, EPA-832—97-004;
    - c. Financial Capability Assessment Framework for Municipal Clean Water Act Requirements, November 24, 2014; and
    - d. any additional USEPA guidance on affordability issues that revises, supplements or replaces those USEPA guidance documents; or
  3. the Limit can only be met by chemical addition for phosphorus removal at the treatment facility in addition to those processes currently contemplated; or
  4. the Limit is demonstrated not to be feasible by January 1, 2030, but is feasible within a longer timeline, then the Limit shall be met as soon feasible and approved by the Agency; or
  5. the Limit is demonstrated not to be achievable, then an effluent limit that is achievable by the Permittee (along with associated timeline) will apply instead, except that the effluent limit shall not exceed 0.6 mg/L Total Phosphorus 12 month rolling geometric mean (calculated monthly).
- B. The Limit shall be met by the Permittee by January 1, 2030, except in the following circumstances:
1. If the Permittee develops a written plan, preliminary engineering report or facility plan no later than January 1, 2025, to rebuild or replace the secondary treatment process(es) of the treatment facility, the Limit shall be met by December 31, 2035; or
  2. if the Permittee decides to construct/operate biological nutrient removal (BNR) process(es), incorporating nitrogen reduction, the Limit shall be met by December 31, 2035; or
  3. If the Permittee decides to use chemical addition for phosphorus removal instead of BPR, the Limit and the effluent limit of 1.0 mg/L Total Phosphorus monthly average shall be met by December 31, 2025; or
  4. If the Permittee has already installed chemical addition for phosphorus removal instead of BPR, and has a 1.0 mg/L Total Phosphorus monthly average effluent limit in its permit, or the Permittee is planning to install chemical addition with an IEPA construction permit that is issued on or before July 31, 2018, the 1.0 mg/L Total Phosphorus monthly average effluent limit (and associated compliance schedule) shall apply, and the Limit shall not be applicable
  5. If the Permittee participates in a watershed group that is developing a NARP for an impairment related to phosphorus or a risk of eutrophication, and IEPA determines that the group has the financial and structural capability to develop the NARP by the deadline specified in the NARP provisions.
- C. The Permittee shall identify and provide adequate justification of any exception identified in paragraph A or circumstance identified in paragraph B, regarding meeting the Limit. The justification shall be submitted to the Agency at the time of renewal of this permit or by December 31, 2023, whichever date is first. Any justification or demonstration performed by the Permittee pursuant to paragraph A or circumstance pursuant to paragraph B must be reviewed and approved by the Agency. The Agency will renew or modify the NPDES permit as necessary. No date deadline modification or effluent limitation modification for any of the exceptions or circumstances specified in paragraphs (A) or (B) will be effective until it is included in a modified or reissued NPDES Permit.
- D. For purposes of this permit, the following definitions are used:
1. BPR (Biological Phosphorus Removal) is defined herein as treatment processes which do not require use of supplemental treatment processes at the treatment facilities before or after the biological system, such as but not limited to, chemical addition, carbon supplementation, fermentation, or filtration. The use of filtration or additional equipment to meet other effluent limits is not prohibited, but those processes **will** not be considered part of the BPR process for purposes of this permit; and

Special Conditions

2. BNR (Biological Nutrient Removal) is defined herein as treatment processes used for nitrogen and phosphorus removal from wastewater before it is discharged. BNR treatment processes, as defined herein, do not require use of supplemental treatment processes at the treatment facilities before or after the biological system, such as but not limited to, chemical addition, carbon supplementation, fermentation or filtration. The use of filtration or additional equipment to meet other effluent limits is not prohibited, but those processes will not be considered part of the BNR process for purposes of this permit.
- E. The 0.5 mg/L Total Phosphorus 12 month rolling geometric mean (calculated monthly) effluent limit applies to the effluent from the treatment plant.

**Attachment H  
Standard Conditions**

**Definitions**

**Act** means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

**Agency** means the Illinois Environmental Protection Agency.

**Board** means the Illinois Pollution Control Board.

**Clean Water Act** (formerly referred to as the Federal Water Pollution Control Act) means Pub. L. 92-500, as amended. 33 U.S.C. 1251 et seq.

**NPDES** (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

**USEPA** means the United States Environmental Protection Agency.

**Daily Discharge** means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

**Maximum Daily Discharge Limitation** (daily maximum) means the highest allowable daily discharge.

**Average Monthly Discharge Limitation** (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

**Average Weekly Discharge Limitation** (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

**Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

**Aliquot** means a sample of specified volume used to make up a total composite sample.

**Grab Sample** means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

**24-Hour Composite Sample** means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

**8-Hour Composite Sample** means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

**Flow Proportional Composite Sample** means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

- (1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.
- (2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.
- (3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- (4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- (5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.
- (6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- (7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.
- (8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.
- (9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:
  - (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records

- must be kept under the conditions of this permit;
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
  - (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
  - (d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.
- (10) **Monitoring and records.**
- (a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
  - (b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.
  - (c) Records of monitoring information shall include:
    - (1) The date, exact place, and time of sampling or measurements;
    - (2) The individual(s) who performed the sampling or measurements;
    - (3) The date(s) analyses were performed;
    - (4) The individual(s) who performed the analyses;
    - (5) The analytical techniques or methods used; and
    - (6) The results of such analyses.
  - (d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.
- (11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.
- (a) **Application.** All permit applications shall be signed as follows:
    - (1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;
    - (2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
    - (3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
  - (b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:
    - (1) The authorization is made in writing by a person described in paragraph (a); and
    - (2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
    - (3) The written authorization is submitted to the Agency.
  - (c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
  - (d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:
 

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
- (12) **Reporting requirements.**
- (a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:
    - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or
    - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).
    - (3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
  - (b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
  - (c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.
  - (d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
  - (e) **Monitoring reports.** Monitoring results shall be reported at the intervals specified elsewhere in this permit.
    - (1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).

- (2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
- (3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.
- (f) **Twenty-four hour reporting.** The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:
- (1) Any unanticipated bypass which exceeds any effluent limitation in the permit.
  - (2) Any upset which exceeds any effluent limitation in the permit.
  - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.  
The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.
- (g) **Other noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).
- (h) **Other information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.
- (13) **Bypass.**
- (a) Definitions.
    - (1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.
    - (2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
  - (b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).
  - (c) Notice.
    - (1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.
    - (2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).
  - (d) Prohibition of bypass.
    - (1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:
      - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
      - (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
      - (iii) The permittee submitted notices as required under paragraph (13)(c).
    - (2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).
- (14) **Upset.**
- (a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
  - (b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
  - (c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
    - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
    - (2) The permitted facility was at the time being properly operated; and
    - (3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).
    - (4) The permittee complied with any remedial measures required under paragraph (4).
  - (d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

- (15) **Transfer of permits.** Permits may be transferred by modification or automatic transfer as described below:
- (a) **Transfers by modification.** Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
  - (b) **Automatic transfers.** As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:
    - (1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
    - (2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
    - (3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.
- (16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
- (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
    - (1) One hundred micrograms per liter (100 ug/l);
    - (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
    - (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
    - (4) The level established by the Agency in this permit.
  - (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.
- (17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
- (a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
  - (b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
  - (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.
- (18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
- (a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
  - (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
  - (c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.
- (19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.
- (20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.
- (21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.
- (22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or both. Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).
- (23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than 4 years, or both.
- (24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- (25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.
- (26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.
- (27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.
- (28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____	<b>OF</b> _____
--------------------	-------------------	-----------------

<p><b>ITEM: Supplemental Engineering Agreement with ESI Consultants, Ltd. for PESA Services for the Safe Routes to School – Northview Elementary School Project</b></p>	<p><b>DEPARTMENT: Public Works</b></p>
<p><b>AGENDA SECTION:</b></p>	<p><b>AMOUNT: <u>\$48,590.00 Total Engineering</u></b>  <b>\$4,500.00 PESA</b>          \$12,608.00 Phase I          \$12,841.00 Phase II          \$18,641.00 Phase III</p>
<p><b>ATTACHMENTS:</b>  <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b>  <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b></p>	<p><b>DATE: September 24, 2019</b></p>

**SUMMARY HIGHLIGHTS:**  
 This Agenda item provides for a Supplemental Engineering Agreement with ESI Consultants, Ltd. for providing Preliminary Environmental Site Assessment (PESA) services for the federally funded Safe Routes to School (SRTS) Project that the Village was awarded. The SRTS Project will connect an existing multi-use path north of the school to the school building and will provide American with Disabilities Act (ADA) compliance across Sheldon Street and onto the Northview Elementary School site; as well as improvements to traffic flow and separation of walkers, bikers, buses, and other vehicle traffic within the project limits.

As part of their Phase 1 services ESI Consultants submitted the initial Environmental Survey Request (ESR) and Illinois Department of Transportation (IDOT) determined that a PESA will be required for the project. IDOT said “The PESA process is to identify what types of special wastes could be encountered that would need additional investigation. We are looking at a project to make it safer for children to get to school. It is not prudent to potentially impose an environmental health risk to students by omitting the process.” This is above and beyond the original contracted anticipated environmental services required for the project and will therefore require a more in-depth analysis of the site for environmental clearances purpose.

Initial funding in the amount of \$4,500.00 would be provided through the Village’s Local Motor Fuel Tax. This amount will be reimbursed by RCS and there is no local match required.

**RECOMMENDED ACTION:** Authorize the approval of a Supplemental Engineering Agreement with ESI Consultants, Ltd. in the amount of \$4,500.00 for the Preliminary Environmental Site Assessment services for the federally funded Safe Routes to School (SRTS) Project that the Village was awarded.

<p><b>DEPARTMENT HEAD APPROVAL:</b>          G. Gregory Hazel, P.E.           Jacob D. McCoy, P.E.</p>	<p><b>VILLAGE ADMINISTRATOR:</b>          Scott Eisenhauer</p>
---	--

**AGENDA PAGE NUMBER:**



September 23, 2019

Village of Rantoul  
Mr. Jacob D. McCoy, P.E.  
Assistant Director of Public Works  
200 W. Grove Avenue  
Rantoul, IL 61866

**Subject: Safe Routes to School – Northview Elementary School  
Letter Proposal for PESA Services**

Dear Mr. McCoy:

On behalf of ESI Consultants, Ltd. we are pleased to submit this proposal for providing Preliminary Environmental Site Assessment (PESA) services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Rantoul (CLIENT) and ESI Consultants, Ltd. (ENGINEER) for services on this project.

**PROJECT UNDERSTANDING**

It is the Client's intent to complete Phase I, II, and III services for the federally funded Safe Routes to School project crossing at the intersection of Sheldon Street and Campbell Avenue, improving the school entrance at this location to accommodate bus and other vehicles in separate lanes and improving the sidewalk parallel to the entrance. A path providing a connection from an existing multi-use path along the north side of the school property will also be constructed to provide students an ADA compliant access to the school from the north. Storm drainage detention will be added on school property due to the added paved area being constructed. Finally, improvements will be made to traffic flow through the school property that will better delineate and separate students that walk and bike to school from busses and private vehicles dropping off and picking up students at the school. As part of the initial Environmental Survey Request (ESR) the Illinois Department of Transportation has determined that PESA will be required for the project. This is above and beyond the original contracted anticipated environmental services required for the project and will therefore require a more in-depth analysis of the site for environmental clearances purpose.

**BASIC SCOPE OF SERVICES**

The basic scope of services shall include:

- Preliminary Environmental Site Assessment (PESA)
  - Complete an assessment and analysis of the environmental issues that may be present at the site to determine if any further environmental study will be required.
  - Develop a report that discusses the findings and analysis of those findings for submittal to the Illinois Department of Transportation for their concurrence.

**CLIENT RESPONSIBILITIES**

CLIENT is to provide the following in a timely manner:

1. Any existing information for the site and adjacent roadways and utilities in a hard copy suitable to ENGINEER as determined by ENGINEER.
2. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

**COMPENSATION**

For the aforementioned "Basic Scope of Services" is based on the breakdown as shown below:

**PESA - \$4,500.00**

For Additional Services of ENGINEER's principals and employees engaged directly on the Project, a fee based on the actual hours expended multiplied by the appropriate employee billing rate, as set forth in ENGINEER's Staff Billing Rate Schedule attached hereto shall be used, or as independently negotiated for said services.

**MISCELLANEOUS CONTRACTUAL ITEMS**

This proposal represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us.

**SCHEDULE**

ENGINEER is available to begin this project immediately. It is anticipated that the project will be on an April 2020 IDOT letting and that construction will be completed during the summer of 2020 when school is not in session. However, this work will increase the time line required for the project and dependent upon receiving approvals of the submitted report this additional work could cause delays to the project. The ENGINEER will place a high priority on this work and delinquent work to keep the project on the original schedule.

Thank you for requesting ESI Consultants, Ltd. to provide professional services on this Project.

Sincerely,

ESI CONSULTANTS, LTD.



David Clark, P.E.  
Vice President

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

BY: \_\_\_\_\_

VILLAGE OF RANTOUL

## 2019 STANDARD BILLING RATES (DRAFT)

---

### ESI CONSULTANTS, LTD. STAFF BILLING RATE SCHEDULE (Central Illinois)

(Rates effective April 1, 2019 through December 31, 2019)

Description	Hourly Rate
President / Principal	\$250.00
Vice President / Director	\$210.00
Senior Manager / Senior Consultant	\$190.00
Senior Structural Project Manager	\$198.00
Senior Project Manager	\$185.00
Structural Project Manager	\$175.00
Project Manager / Project Manager Consultant	\$155.00
Senior Resident Engineer	\$160.00
Senior Structural Project Engineer	\$155.00
Project Engineer 2 / Resident Engineer 2	\$135.00
Structural Project Engineer	\$135.00
Project Engineer 1 / Resident Engineer 1	\$125.00
Engineer 3	\$110.00
Engineer 2	\$105.00
Engineer 1	\$98.00
Senior Technician 2	\$125.00
Senior Technician 1	\$105.00
Resident Technician / Senior Technician	\$110.00
Technician 3	\$95.00
Technician 2	\$80.00
Technician 1 / Engineering Intern	\$65.00
Sr. Admin. Management Consultant	\$190.00
Administrative Associate 3	\$80.00
Administrative Associate 2	\$70.00
Administrative Associate 1	\$53.00
Administrative Clerk 1	\$40.00

**Note: - Time is charged portal to portal**

**All direct expenses are calculated using a factor of 1.10.**

**Travel expenses are based upon the current State Mileage Reimbursement Rates.**



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM PAGE OF**

<b>ITEM: Engineering Agreement with ESI Consultants, Ltd. for the Phase I, II, and III Engineering Services for the Safe Routes to School – Northview Elementary School Project</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: <u>\$44,090.00 Total Engineering</u></b> \$12,608.00 Phase I \$12,841.00 Phase II \$18,641.00 Phase III
<b>ATTACHMENTS:</b> <b>(X) OTHER (See Summary Highlights)</b> <b>(X) SUPPORTING DOCUMENTS</b>	<b>DATE: July 30, 2019</b>
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>This Agenda item provides for an Engineering Agreement with ESI Consultants, Ltd. for the Phase I, II, and III Engineering Services for the federally funded Safe Routes to School (SRTS) Project that the Village was awarded. The SRTS Project will connect an existing multi-use path north of the school to the school building and will provide American with Disabilities Act (ADA) compliance across Sheldon Street and onto the Northview Elementary School site; as well as improvements to traffic flow and separation of walkers, bikers, buses, and other vehicle traffic within the project limits.</p> <p>An Intergovernmental Agreement between the Village and Rantoul City Schools #137 (RCS) concerning the construction and maintenance of the SRTS project. The Agreement is a collaborative effort between the RCS and the Village to improve Northview Elementary School; the Village has agreed to manage, maintain, and operate the Project under the guidelines &amp; authority of IDOT. The RCS agrees to reimburse the Village the actual engineering and construction costs of the Project incurred by the Village (other than Village staff salaries) of up to \$100,000 towards this project if the total project amount exceeds the \$200,000 award from IDOT.</p> <p>Initial funding in the amount of \$44,090.00 would be provided through the Village’s Local Motor Fuel Tax. This amount will be reimbursed by RCS and there is no local match required.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the approval of an engineering agreement with ESI Consultants, Ltd. in the amount of \$44,090.00 for the Phase I, II, and III engineering services for the federally funded Safe Routes to School (SRTS) Project that the Village was awarded.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. Jacob D. McCoy, P.E.	<b>VILLAGE ADMINISTRATOR:</b> Scott Eisenhauer <i>Scott Eisenhauer</i>
<b>AGENDA PAGE NUMBER:</b>	



July 22, 2019

Village of Rantoul  
Mr. Jacob D. McCoy, P.E.  
Assistant Director of Public Works  
200 W. Grove Avenue  
Rantoul, IL 61866

**Subject: Safe Routes to School – Northview Elementary School  
Letter Proposal for Services**

Dear Mr. McCoy:

On behalf of ESI Consultants, Ltd. we are pleased to submit this proposal for providing Phase I, II, and III services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Rantoul (CLIENT) and ESI Consultants, Ltd. (ENGINEER) for services on this project.

### **PROJECT UNDERSTANDING**

It is the Client's intent to complete Phase I, II, and III services for the federally funded Safe Routes to School project crossing at the intersection of Sheldon Street and Campbell Avenue, improving the school entrance at this location to accommodate bus and other vehicles in separate lanes and improving the sidewalk parallel to the entrance. A path providing a connection from an existing multi-use path along the north side of the school property will also be constructed to provide students an ADA compliant access to the school from the north. Storm drainage detention will be added on school property due to the added paved area being constructed. Finally, improvements will be made to traffic flow through the school property that will better delineate and separate students that walk and bike to school from busses and private vehicles dropping off and picking up students at the school.

### **BASIC SCOPE OF SERVICES**

The basic scope of services shall include:

- Phase I
  - Submit ESR
  - Address potential 4(f) concerns.
  - Complete any survey pickup required and data collection which is needed.
  - Conduct public outreach for project.
  - Submit draft PDR
  - Address PDR comments and submit Final PDR.

- Phase II
  - Develop Prefinal plans and specifications for project.
  - Develop and submit Final plans and specifications for bidding project on a state letting.
- Bidding Phase
  - Address questions that may arise during the bidding process.
- Phase III
  - Attend Preconstruction Meeting.
  - Provide dialing onsite construction inspection for project.
  - Provide final closeout documentation for project in accordance with IDOT requirements.

### **CLIENT RESPONSIBILITIES**

CLIENT is to provide the following in a timely manner:

1. Any existing information for the site and adjacent roadways and utilities in a hard copy suitable to ENGINEER as determined by ENGINEER.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to ENGINEER's services for the Project.
3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

### **COMPENSATION**

For the aforementioned "Basic Scope of Services" is based on the breakdown as shown below:

Phase I Services	-	\$12,608.00
Phase II Services	-	\$12,841.00
Phase III Services	-	<u>\$18,641.00</u>
		<b>\$44,090.00</b>

For Additional Services of ENGINEER's principals and employees engaged directly on the Project, a fee based on the actual hours expended multiplied by the appropriate employee billing rate, as set forth in ENGINEER's Staff Billing Rate Schedule attached hereto shall be used, or as independently negotiated for said services.

### **MISCELLANEOUS CONTRACTUAL ITEMS**

This proposal represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us.

Village of Rantoul – Safe Routes to School, Northview Elementary School

June 28<sup>th</sup>, 2019

Page 3 of 3

**SCHEDULE**

ENGINEER is available to begin this project immediately. It is anticipated that the project will be on an April 2020 IDOT letting and that construction will be completed during the summer of 2020 when school is not in session.

Thank you for requesting ESI Consultants, Ltd. to provide professional services on this Project.

Sincerely,

ESI CONSULTANTS, LTD.



David Clark, P.E.

Vice President

ACCEPTED THIS 13<sup>th</sup> DAY OF AUGUST, 2019

BY: Charles Smith / MAYOR

VILLAGE OF RANTOUL

**ESI**

www.esiltd.com

---

---

**CONSTRUCTION CONTRACT  
(RANTOUL SPORTS COMPLEX PROJECT)**

---

**BY AND BETWEEN THE  
VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**

**AND**

**BYRNE & JONES ENTERPRISES, INC.  
D/B/A BYRNE & JONES CONSTRUCTION**

**DATED AS OF OCTOBER 4, 2019**

---

---

**CONSTRUCTION CONTRACT**  
**(RANTOUL SPORTS COMPLEX PROJECT)**

**THIS CONSTRUCTION CONTRACT** (this “**Contract**”) is dated for reference purposes only as of October 4, 2019, but actually executed by the parties on the dates respectively set forth to the left of their signatures below, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”) and Byrne & Jones Enterprises, Inc., a Missouri corporation d/b/a Byrne & Jones Construction (the “**Contractor**”).

**WHEREAS**, the Village has determined that it is necessary and in the best interests of the Village that it enter into this Contract in order that the Contractor may provide such construction work, including any related labor, parts, materials, supplies and equipment, for and on behalf of the Village in connection with the Rantoul Sport Complex Project (the “**Project**”).

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, conditions, obligations and agreements herein contained, the Village and the Contractor hereby mutually covenant and agree as follows:

**Section 1. The Construction Work.** The Contractor agrees to perform and/or furnish any and all construction work, including any and all labor, parts, materials, supplies and equipment required to be performed and/or furnished under the Contract Documents (as defined below), including the submission of any and all subcontracts, documents, instruments and certificates required to be submitted thereunder (collectively, the “**Work**”). In material part, such Work is more particularly specified under the Scope of Work (as defined in Section 2 of this Contract below).

**Section 2. Contract Documents.** Incorporated into and made a part of this Contract to the same extent as if fully set forth herein, and referred to jointly together with this Contract, are the following documents (collectively, the “**Contract Documents**”):

- (a) The Scope of Work for the Project dated October 4, 2019, from Jameson Sheley, General Manager of the Contractor, to Luke Humphrey, Director (of Parks & Recreation) of the Village (the “**Scope of Work**”);
- (b) The GENERAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACT) (the “**General Terms and Conditions**”):

The Contract Documents, together with any Change Orders to the Scope of Work subsequently ordered by the Village under and pursuant to the Contract Documents, shall constitute the entire agreement between the Village and the Contractor. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Village and the Contractor other than as set forth in the Contract Documents. The Contract Documents are intended to be complementary and any requirement or obligation under any one of them shall, to the extent applicable, be construed to be a requirement or obligation under all. The provisions of each of the Contract Documents are therefore further intended to be construed together in such a manner as to give full effect to each in the context of application, but in the event of any irreconcilable conflict between or among any of the provisions of the Contract

Documents, the provisions of each of the following Contract Documents, in the order named below, shall prevail:

- (a) The Scope of Work;
- (b) This Contract; and
- (c) The General Terms and Conditions.

**Section 3. Prevailing Rate of Hourly Wages.** This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the “**Act**”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“**IDOL**”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL’s website. The Contractor and subcontractors rendering services under this Contract shall comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties.

**Section 4. Contract Term.** The Work under this Contract shall be for a period of 453 days, commencing on January 1, 2020, and terminating on March 31, 2021, subject to any modifications or earlier termination as provided for in the Contract Documents (the “**Contract Term**”). The Contract Documents shall be and remain in full force and effect for the full period of the Contract Term and thereafter until the Village determines that all requirements and conditions of the Contract Documents have been met and that the Work is deemed complete. No Work shall be deemed complete unless and until it is accepted by the Village.

**Section 5. Contract Amount.** The Village shall pay to the Contractor, as full and complete consideration for the Contractor’s satisfactory performance of all of its obligations under the Contract Documents, except as may otherwise be specifically provided therein, a total not to exceed amount of \$16,513,792.00 (the “**Contract Amount**”) for all completed Work provided by the Contractor during the Contract Term, subject to the terms and conditions of the Contract Documents.

**Section 6. Payment.** After partial completion or periodic performance of the Work in accordance with all applicable provisions of the Contract Documents, and upon an invoice submitted by the Contractor to the Village not more frequently than monthly for such partially completed or periodically performed Work, the Village shall pay the Contractor the amount of such invoice as does not exceed such percentage of the Contract Amount as is equivalent to the quantity of the Work actually completed during the invoice period in relation to all the Work required to be completed under the Contract Documents, less five percent (5%) of such amount which shall be retained until final payment. Such invoice shall be in such form and detail as may be required by the Village and shall be accompanied by waivers of liens or the equivalent from all suppliers and subcontractors, if any. Such amount shall be paid by the Village within thirty (30) calendar days of the date submitted to the Village by the Contractor, provided, however, that the Village may withhold from such amount a sufficient amount of payment otherwise due to cover any or all of the following:

- (a) any defective Work not otherwise remedied by the Contractor;
- (b) any claim arising in or from the performance of the Work by the Contractor under the Contract Documents; or
- (c) any failure of the Contractor to make any proper payment in connection with the Work to any of the Contractor's laborers, workers, mechanics, suppliers or subcontractors.

**Section 7. Performance and Payment Bond.** At the time of the execution and delivery of this Contract, the Contractor shall submit both a Performance Bond and a Labor and Material Payment Bond or a combined Performance and Payment Bond in favor of the Village. The Contractor shall not commence any of the Work under the Contract Documents until such bond(s) have been approved by the Village. Such bond(s) shall cover such performance of the Work, including any related services and all labor, parts, materials, supplies and equipment for the Work as described in the Contract Documents, whether by the Contractor or by any subcontractor. Such bond(s) shall remain in full force and effect for the duration of the Contract Term and thereafter as required by the Contract Documents. Such performance and payment bond(s) shall be conditioned on the full and faithful performance by the Contractor under the Contract Documents and shall be in an amount not less than 90% of the Contract Amount. Should the Contractor fail to perform as required by the Contract Documents or to pay for any services, labor, parts, materials, supplies or equipment in connection with the Work, the Village may draw upon such performance and payment bond(s) to the extent necessary to complete the Work and compensate the Village for any reasonable costs and expenses, including attorney fees, incurred by the Village in connection therewith.

**Section 8. Minimum Insurance Requirements.** Pursuant to Sections 5.02, 5.03 and 5.04 of the General Terms and Conditions (Construction Contract) of the Contract Documents, the Contractor and any of its subcontractors may not commence any Work under the Contract Documents until the Contractor and any such subcontractors have obtained and paid for all such insurance as may be required under and pursuant to such sections, and until such insurance has been approved by the Village. The types of insurance coverages and the amounts thereof (denoted in minimum amounts) under the Contract Documents (the "**Minimum Insurance Requirements**") are attached to this Contract and made part hereof.

**Section 9. Notices.** All notices, or other communications under or in respect of the Contract Documents, shall be in writing and shall be deemed to have been given when the same are: (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested; (ii) personally delivered; or (iii) deposited with a nationally-recognized carrier for next day delivery, delivery charge prepaid; in each case, to the Village and the Contractor at their respective addresses (or at such other address as each may designate by written notice to the other), as follows:

If to the Village:                      Village of Rantoul  
    Municipal Building  
    333 South Tanner Street  
    Rantoul, IL 61866  
    Attn: Administrative Officer  
    Tel: (217) 892-2178

If to the Contractor: Byrne & Jones Construction – Sports Division  
13940 St. Charles Rock Road  
St. Louis, MO 63044  
Attn: General Manager  
Tel: (314) 567-7997 Ext. 345

**Section 10. Effective Date.** This Contract and the related Contract Documents shall become effective upon respective execution and delivery of this Contract by both the Village and the Contractor.

**IN WITNESS WHEREOF**, on the dates set forth to the left of their respective signatures, the parties hereto have executed or have caused this Contract to be executed by proper officers duly authorized to execute the same in two (2) or more duplicate originals or counterparts, as the case may be, any one of which shall be deemed an original of this Contract.

**VILLAGE:**  
**VILLAGE OF RANTOUL,**  
**CHAMPAIGN COUNTY, ILLINOIS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Smith, Its Village President

ATTEST:

\_\_\_\_\_  
Michael Graham, Its Village Clerk

**CONTRACTOR:**  
**BYRNE & JONES ENTERPRISES, INC.**  
**D/B/A BYRNE & JONES CONSTRUCTION**

Dated: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_



**RESOLUTION NO. 10-19-1290**

**A RESOLUTION  
AUTHORIZING AND APPROVING A CONSTRUCTION CONTRACT  
WITH BYRNE & JONES CONSTRUCTION FOR THE RANTOUL SPORTS COMPLEX**

**WHEREAS**, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) at which this Resolution is adopted, the form of a certain Construction Contract (the “**Contract**”) with Byrne & Jones Enterprises, Inc., d/b/a Byrne & Jones Construction (the “**Contractor**”) in connection with the construction of the Rantoul Sports Complex Project.

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS**, as follows:

**Section 1.** That the Contract with the Contractor, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities of the Village at which this Resolution is adopted, be and the same is hereby authorized and approved.

**Section 2.** That for and on behalf of the Village, the Village President is hereby authorized to execute and deliver the Contract, and the Village Clerk is hereby authorized to attest thereto, with such insertions, corrections and technical revisions in the form of such Contract as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, corrections or technical revisions therein from the form of the Contract now before the meeting of the Corporate Authorities at which this Resolution is adopted.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then present at a regular meeting held on the date set forth below.

**PASSED** this 8th day of October, 2019.

---

Village Clerk

**APPROVED** this 8th day of October, 2019.

---

Village President