



Department of Public Works

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CONDITIONS OF PERMIT FOR THE DISCHARGE OF DRYING BED WASTE

Lake County Public Works (LCPW) is accepting sanitary sewage waste, collected during the cleaning and maintenance of sanitary collection systems throughout Lake County. The materials removed shall be suitable for dewatering on a drying bed. All discharges shall be in compliance with Lake County Public Works Sewer Use Ordinance.

Application:

Interested agencies or municipalities should contact the Lake County Public Works Operations Manager at 847.377.7500.

General Conditions:

1. A valid Drying Bed Discharge Permit is required to utilize the drying beds.
2. The fee is:
 - Vector disposal - \$150 per load
 - Street Sweeper - \$50 per load
3. Each load should not exceed 80% of full capacity.
4. Each load shall be discharged in a manner to ensure the load is deposited in the drying bed.
5. Additional charges will be assessed for clean-up costs and the driver shall be responsible for the clean-up of all spills or other deposits resulting from their activity while on the premises.
6. LCPW reserves the right to inspect and test all loads to determine the character and concentration.
7. All discharges shall be scheduled 24 hours in advance to ensure adequate space availability.

Scheduling:

1. LCPW has one location available for dumping:
 - Mill Creek Water Reclamation Facility
16750 West Ancona Avenue, Old Mill Creek, IL
2. Hours of operation are Monday through Friday, 7:00 am to 3:00 pm
3. To schedule, contact the plant supervisor at 847.377.4840
4. Discharge at any location other than the specified treatment plants drying beds is prohibited and shall be deemed a violation.

Prohibitive Discharges:

Each load discharged shall not interfere with the operation or performance of the drying bed or incur additional disposal costs of the solid wastes. LCPW reserves the right to accept or deny each load on a case-by-case basis to prevent pass through or interference of the treatment plant process.

Prohibitive discharges are more specifically described as, but not limited to:

1. Any liquids or solids that contain gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas which creates a fire or explosion hazard in the wastewater system, including, but not limited to, waste streams with a closed flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.
2. Any waters or wastes containing toxic or poisonous solids, liquids or gases, including herbicides and insecticides, in sufficient quantity either singly or by interaction with other wastes, so as to injure or interfere with the wastewater or sludge disposal systems or any treatment process, or to constitute a hazard to humans or animals, or create a public nuisance in the receiving water of the wastewater treatment plant, or to exceed the limitations set forth in any local, state, or national discharge standards.
3. Any wastes having a pH lower than 5.0 or greater than 9.0.
4. Solids or viscous substances which may cause obstruction of the flow in sewers or other interference with the proper operation of the wastewater system such as, but not limited to, excessive amounts of the following: ashes, sand, mud, straw, shavings, metal, glass, rags, feathers, was, grease, tar, plastics, wood, ungrounded garbage, whole blood, paunch manure, hair and fleshing, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
5. Debris removed from municipal or industrial stormwater catch basins, commercial grease traps, industrial process, shop basins, car wash basins or dirt collected from potholing or excavating.
6. Any radioactive wastes.
7. The discharge of the following described substances, materials, waters or waste shall be limited to concentrations or quantities which will not harm either the wastewater treatment process or equipment, will not have an adverse effect on the receiving stream or will not otherwise endanger lives, limb, public property or constitute a nuisance:
 - a. any waters or wastes containing color producing or odor producing substances that will inhibit, interfere or pass through the treatment process;
 - b. waters or wastes containing substances which are not amenable to treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of the agencies having jurisdiction over discharge to the receiving waters;
 - c. any water or wastes which result in the release of toxic gases, vapors or fumes that may cause acute worker health and safety problems and/or form suspended solids which interfere with the wastewater system or create a condition harmful to structures and treatment processes; and

- d. materials which exert or cause:
 - unusual biological oxygen demand, chemical oxygen demand, or chlorine requirements in such quantities as to constitute an excessive load on the wastewater treatment plant, in the opinion of LCPW, and
 - unusual concentrations of inert suspended solids such as, but not limited to: fuller's earth, lime slurries, and lime residues, or dissolved solids (such as, but not limited to, sodium sulfate).

Application and Fee:

All potential users of the facility shall secure a permit from LCPW authorizing the discharge of their waste. Applications for permits, obtained from LCPW, shall contain the following information: the number of vehicles to be used to transport waste, the capacity and license number of each vehicle. Permits shall be issued for a one-year period and shall expire twelve months from the date signed.

Send completed application package to the attention of:

Austin McFarlane
Operations Manager
Lake County Public Works
650 West Winchester Road
Libertyville, IL 60048

Each truck will be charged a disposal fee of:

- Vactor disposal - \$150 per load
- Street Sweeper - \$50 per load

The Permitter (LCPW) reserves the right to charge the hauler a fee for any violation of the established rules and policies.

Service Charges:

All loads discharged shall be billed in accordance with the rates set annually by LCPW. Additional charges may be levied by LCPW for the following: atypical load, damage to the wastewater system, its structures or apparatus, or required restoration of the discharge area as a result of spills or other hauler activities.

Service charges shall be billed on a monthly basis and shall be due and payable within thirty (30) days of the invoice date. Unpaid balances remaining beyond thirty (30) days of the invoice shall be assessed a 10% charge. A notice will be sent for unpaid balances. If an invoice remains unpaid for a period of 45 days after the invoice date, LCPW may suspend the PERMITTEE's discharge privileges.

Violations:

A notice of violation shall be issued by the Operations Manager or Assistant Director that outlines each offense. A meeting may be requested to review each violation. Ultimately, the

waste hauler shall be held liable for all costs incurred through the disposal of materials that do not comply with the guidelines established above.

Insurance:

The PERMITTEE (customer) shall maintain, for the duration of the permit, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois as such insurance will protect the PERMITTEE from claims set forth below which may arise out of/or result from the PERMITTEE's operations under the permit and for which the PERMITTEE may be legally liable, whether such operations are by the PERMITTEE, a sub-contractor, or by anyone directly or indirectly employed by any of them for whose acts they maybe be liable:

Workers Compensation and Employer's Liability Insurance

Coverage A – Statutory Benefits and **Coverage B** – Employer's Liability - \$1,000,000 each accident, \$1,000,000 disease – each employee, \$1,000,000 disease – policy limit. Executive officers, sole proprietors, general contractor's utilizing independent contractor labor, and/or others not required by the Illinois Workers Compensation Act to obtain Workers Compensation insurance coverage, agree to execute a hold-harmless agreement.

Workers Compensation Waiver of Subrogation – The PERMITTEE and its insurer shall agree to waive their rights to subrogate against Lake County and Lake County shall be scheduled and/or named on the ISO WC 00 03 13 endorsement or equivalent WC Waiver of Subrogation.

Commercial General Liability Insurance (Broad Form) – with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 or other equivalent coverage form with the following limits:

- Each Occurrence - \$1,000,000
- General Aggregate - \$2,000,000
- Products/Completed Operations Aggregate - \$2,000,000
- Personal and Advertising Injury - \$1,000,000

With respect to the Commercial General Liability, Lake County shall be added as additional insured on the PERMITTEE's CGL policy through one of the following two endorsements: (1) CG 20 12 State or Political Subdivisions – Permits or comparable version; (2) CG 2026 Designated Organization Endorsement (or comparable format) naming Lake County as the "Designated Organization", through the issuance of either endorsement, Lake County shall be granted additional insured status for "ongoing and completed operations".

Business automobile insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles. Coverage provided shall not be less than that provided by the current ISO form CA 00 01 and contain Symbol 1 – (any auto) defining the covered autos.

The PERMITTEE's "other insurance" policy clause shall be shown on the Certificate of Insurance with the following wording: "This insurance is primary, not contributory, and not excess of any other insurance on Lake County."

Notice of Cancellation on all Policies – The Insurer and/or Agent/Broker shall endeavor to provide the written notice of cancellation to LCPW 30 days prior to the effective date of cancellation (except for non-payment of premium, which is 10 days). Failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Disclosure of a Deductible or Self-Insured Retention (SIR) – If your organization is self-insured or utilizes a Risk Financing Mechanism in which a deductible or SIR (self-insured retention) exceeds \$25,000; Lake County reserves the right to request the most recent audited financial statements from the contractor and documents from the State Insurance Department granting self-insurance approval.

Within five (5) business days of Lake County's request and prior to permit issuance, the insurance company, or its representative, shall submit an insurance certificate and corresponding endorsements that meet or exceed Lake County's requirements.

Failure to comply with Lake County's Insurance Requirements and provide evidence of insurance coverage as required by the permit may result in your permit proposal being rejected as non-responsive. The PERMITTEE's failure to carry, maintain, and/or document required insurance shall constitute a breach of the permit. Any failure by Lake County to demand or receive proof of insurance coverage shall not constitute a waiver of PERMITTEE's obligation to obtain the required insurance. The PERMITTEE's expressly agree that these insurance provisions in no way limit the PERMITTEE's responsibilities under other provisions of the permit. PERMITTEE's insurance agent shall, upon request by Lake County, furnish a copy of the insurance policy addressed to Lake County Public Works or Lake County Risk Management. PERMITTEE's shall not commence work herein until they have obtained the required insurance and have received Lake County's approval.

Certificate of Insurance shall provide evidence of all required insurance coverage, limits, endorsements, etc. and shall be issued to Lake County for the duration of the permit plus two additional years. The PERMITTEE's agent, broker, or insurer shall issue an updated Certificate of Insurance accompanied by required endorsements to Lake County prior to the insurance policy renewal date each year.

By accepting this permit, the PERMITTEE agrees to indemnify and hold harmless the County from any and all liability and claims for damage arising out of/ or resulting from work performed.

Termination of Permit:

This permit shall terminate one year after the date issued. In addition, LCPW reserves the right to revoke the permit for violation of any of the terms of the permit by the PERMITTEE, due to failure of the treatment facility to meet its NPDES Permit requirements, or for any other cause to be determined by LCPW. The PERMITTEE shall be given notice and an opportunity to be heard.