

030940

DISTRICT ALL

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda

    X     Resolution or Ordinance (Blue) \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** William T. Lichter, Village Manager

**DATE:** February 19, 2004 (COW) (B of T) **Date:** February 10, 2004

**TITLE:** IEPA Community Water Supply Testing Fund  
Three Year Analytical Testing Agreement

**SUBMITTED BY:** Angela M. Podesta, Utilities Superintendent *AMP*

**BACKGROUND/POLICY IMPLICATIONS:**

See Attached Memo.

**FISCAL IMPACT/FUNDING SOURCE:**

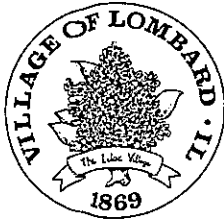
\$5,385 annually (2004-2007) 7720.755700

Review (as necessary):

Village Attorney X	_____	Date _____
Finance Director X	<i>Leonard J. Hood</i>	Date <i>2/11/04</i>
Village Manager X	<i>William T. Lichter</i>	Date <i>2/12/04</i>

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.





## MEMORANDUM

**To:** William T. Lichter, Village Manager

**From:** Angela M. Podesta, Utilities Superintendent *AMP*

**Date:** February 10, 2004

**Subject:** **Community Water Supply Testing Fund Three Year Analytical Testing Agreement**

In response to the additional water testing requirements set forth in the 1986 Amendments to the Safe Drinking Water Act, the Illinois Environmental Protection Agency set up the Community Water Supply Testing Program. This program enabled the IEPA to expand its laboratory testing services available to water supplies for a yearly fee. The services include providing sampling bottles at the appropriate times, performing the analytical tests and maintaining the lab results to meet all state and federal EPA requirements. If a water supply does not belong to the Community Water Supply Testing Program, the supply is responsible for having all of the required testing done by a private lab and reporting the results to the IEPA to maintain compliance with all regulations.

Due to the ongoing increases in testing requirements, the task of keeping current is cumbersome. As a member of the lab testing program, the IEPA keeps track of the various samples required, numbers of samples needed and when the samples need to be taken, then sends the sample bottles to the water supply, informs them of the results and processes the reports. An additional benefit is that each spring, the IEPA sends the water supply a copy of all of the test results in the format required for the Consumer Confidence Report, which the Village is required to distribute by July 1 every year. The Village of Lombard has been a member of the Community Water Supply Testing Program since its inception in 1992. I feel this is a worthwhile program, and the Village should remain a member. The fee for 2004-2007 is \$5,385.00 annually and is funded by the Water & Sewer Operations and Maintenance Fund.

Please present this information to the Board of Trustees for their approval to continue the Village's membership in the Community Water Supply Testing Program for the next three years and authorize the Village President to sign the attached agreement.



**RESOLUTION**

R \_\_\_\_\_ 04

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Illinois Environmental Protection Agency (IEPA) regarding the Community Water Supply Testing Fund Three-Year Analytical Testing Agreement project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1:** That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Barbara A. Johnson**  
**Deputy Village Clerk**

APPROVAL AS TO FORM:

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**



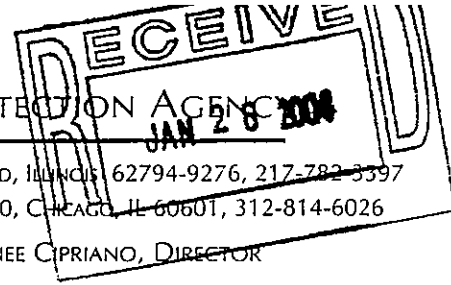


ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276, 217-782-3397  
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601, 312-814-6026

ROD R. BLAGOJEVICH, GOVERNOR

RENEE CIPRIANO, DIRECTOR



## 2004 Community Water Supply Testing Fund Package

Enclosed is an informational package for the Community Water Supply Testing Fund (CWSTF). A copy of this packet has also been sent to your bottle recipient. Please note that the Analytical Testing Agreement (billing notification) requires a response by February 29, 2004.

Once again, the program requires a three-year participation period with the fee paid in annual installments. All supplies must decide by February 29, 2004 to participate or "opt out" for the entire three-year period. To assist you in making this important decision, the documents listed below are enclosed. It is very important that you read each of the enclosed documents.

- **Report from the Council** – This informational pamphlet discusses the CWSTF program, new fee schedules, vulnerability waivers, program benefits, and also provides answers to commonly asked questions.
- **CWSTF Three-Year Analytical Testing Agreement/Contract (and Attachment)** – This agreement consists of a one-page participation agreement that includes an individualized bill and an analytical services contract attachment. All systems, regardless of program participation must complete the Testing Agreement; have it signed by the system owner, and send it with your first installment payment (if applicable) to the Illinois EPA by February 29, 2004.
- **Illinois EPA Laboratory Brochure** - This brochure describes the services available to you at the Illinois EPA laboratories.

A **Customized Monitoring Schedule** can be downloaded via the Internet at the following web address:

<http://www.epa.state.il.us/water/compliance/drinking-water/sdwis/index.html>

A hard copy can be obtained by calling the Compliance Assurance Section at 217-785-0561. This customized schedule is specific for your water supply, and lists sample locations and dates of all currently required monitoring.

Normally at this time, we request participating systems to complete a **Regional Coliform Laboratory Service Selection form**. However, due to delay in awarding contracts to the coliform regional laboratories, the Coliform Laboratory Service Selection form will be sent to participating supplies at a later date.

**Important Information Regarding the Radiological Monitoring Program** – Radionuclide testing is **NOT** part of the CWSTF. Radionuclide analyses of your water must be secured through an Illinois Emergency Management Agency (IEMA) and/or USEPA certified laboratory.

**If you have any questions concerning any of the documents enclosed in this package, please do not hesitate to call the CWSTF coordinator at 217/785-0561.**

ROCKFORD – 4302 North Main Street, Rockford, IL 61103 – (815) 987-7760 • DES PLAINES – 9511 W. Harrison St., Des Plaines, IL 60016 – (847) 294-4000  
ELGIN – 595 South State, Elgin, IL 60123 – (847) 608-3131 • PEORIA – 5415 N. University St., Peoria, IL 61614 – (309) 693-5463  
BUREAU OF LAND - PEORIA – 7620 N. University St., Peoria, IL 61614 – (309) 693-5462 • CHAMPAIGN – 2125 South First Street, Champaign, IL 61820 – (217) 278-5800  
SPRINGFIELD – 4500 S. Sixth Street Rd., Springfield, IL 62706 – (217) 786-6892 • COLLINSVILLE – 2009 Mall Street, Collinsville, IL 62234 – (618) 346-5120  
MARION – 2309 W. Main St., Suite 116, Marion, IL 62959 – (618) 993-7200

# Community Water Supply Testing Fund Three-Year Analytical Testing Agreement

Participation for the July 1, 2004 through June 30, 2007 Period

Facility: <u>IL0430600, LOMBARD</u> Water Type: <u>Surface Water - Purchase</u>	Billing Date: <u>January 15, 2004</u>
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Supplies participating in the Community Water Supply Testing Fund (CWSTF) program for the July 1, 2004 through June 30, 2007 period will pay an ANNUAL FEE (2004, 2005, and 2006) that may be submitted in whole or in two equal installments. All terms and conditions explained on the attached document apply. **READ CAREFULLY.**

## 1) CWSTF Participation Selection - Please Check Only One

Check Here To Participate <input checked="" type="checkbox"/>	<b>CWSTF Participation</b> All Chemical and Coliform Monitoring (This fee does NOT include Radiological Monitoring) Payment may be submitted in full or submitted in two equal installments. The schedule for submitting installment payments is as follows:  First Installment Payment Due By 2/29/2004: \$2,692.50 Second Installment Payment Due By 8/29/2004: \$2,692.50 Note - A second installment payment coupon is attached for your convenience	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Annual Fees</th> <th style="text-align: right; border-bottom: 1px solid black;">Amount</th> </tr> </thead> <tbody> <tr> <td>Base Fee</td> <td style="text-align: right;">\$5,385.00</td> </tr> <tr> <td>TAP Surcharge</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Previous Credit or Debit</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 3px double black;"><b>Total Annual Fee Amount</b></td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;"><b>\$5,385.00</b></td> </tr> </tbody> </table>	Annual Fees	Amount	Base Fee	\$5,385.00	TAP Surcharge	\$0.00	Previous Credit or Debit	\$0.00	<b>Total Annual Fee Amount</b>	<b>\$5,385.00</b>
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Base Fee	\$5,385.00											
TAP Surcharge	\$0.00											
Previous Credit or Debit	\$0.00											
<b>Total Annual Fee Amount</b>	<b>\$5,385.00</b>											
Check Here To NOT Participate <input type="checkbox"/>	Our supply does NOT want to participate in the CWSTF program for the three-year period. No annual fee is required. If, at a later date, a decision is made to participate, the supply must pay all fees retroactively for the three-year period.											

## 2) Service Connection (SC) Verification - Only Required if Participating, Check Only One

Check Here if SC is correct <input checked="" type="checkbox"/>	I hereby certify that my system has 12600 service connection(s) (SC) and my payment for the amount billed is enclosed.
Check Here if SC is NOT <input type="checkbox"/>	The number of service connections listed above is incorrect. I hereby certify that the number of service connections is _____. The amount of my annual payment is based upon the following schedule: 200 Service connections or less: Fee = \$718.00 201 through 1,500 Service Connections (SC) is: _____ (No. of SC) x \$3.59 = Fee \$ _____* More than 1,500 Service Connections: Fee = \$5,385.00*  *Must add applicable credits/debits and surcharge (TAP), when totaling Amount Due

## 3) Certification - Signature Required Regardless of Participation Selection

I certify that I am fully authorized to bind this supply to the terms of the CWSTF analytical testing fee agreement for the three-year period as indicated by the option marked above. I also understand that a change in the vulnerability waiver status or number of treatment application points (TAPs), may result in a fee adjustment as identified in Condition 6 and 7 of the attached contract document.
Amount Enclosed \$ <u>5,385.00</u>
Signature of Owner or Official Custodian _____ Date: _____

Please sign, date, and return this original document in the return envelope provided. Your check or money order should be made payable to "Illinois EPA". All payments will be deposited in the Community Water Supply Testing Fund and used exclusively for the CWSTF program.

**Mail To:** Illinois EPA Fiscal Services Section, Cash Receipts #2, P.O. Box 19276, Springfield, IL 62794-9276

If assistance is needed in completing this document, please call the CWSTF Coordinator at 217/782-9869

### Official Use Only

Log #	Date Received	Amount	Initials
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**Community Water Supply Testing Fund Three-Year Analytical Testing Agreement**  
**Participation for the July 1, 2004 through June 30, 2007 Period**

**Second Installment Payment Coupon**  
**\*\*\*PLEASE RETURN WITH SECOND INSTALLMENT PAYMENT\*\*\***  
**Second Installment Payment Due By 8/29/2004**

Facility: <u>IL0430600, LOMBARD</u>
Water Type: <u>Surface Water - Purchase</u>

<u>Annual Fees</u>	<u>Amount</u>
Base Fee	\$5,385.00
TAP Surcharge	\$0.00
Previous Credit or Debit	\$0.00
<b>Total Annual Fee Amount</b>	<b>\$5,385.00</b>

**Second Installment Payment Due By 8/29/2004: \$2,692.50**

A change in the number of Service Connections on the CWSTF Analytical Testing Agreement may result in a change applicable to the second installment payment denoted above.

Amount Enclosed \$ _____ Date _____
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Please return this original document with your second installment payment in the return envelope provided. Your check or money order should be made payable to: "Illinois EPA".

**Mail To:**

Illinois EPA Fiscal Services Section, Cash Receipts #2, P.O. Box 19276, Springfield, IL 62794-9276

If assistance is needed in completing this document, please call the CWSTF Coordinator at 217/782-9869

**Official Use Only**

Log #	Date Received	Amount	Initials

## Analytical Services Contract Document Attachment

The terms and conditions below apply in full to the attached agreement for analytical services from the Community Water Supply Testing Fund (CWSTF).

- i. By the response due date, each supply must elect to participate, or not participate, in the program for the entire three-year fee period of July 1, 2004 to June 30, 2007.
  - a. For all supplies electing to participate, the annual testing fee first installment will be due and payable within 45 days of billing in 2004, 2005, and 2006. Participating supplies may pay each annual fee in two installments with the second installment being due six-months after the first billing date.
  - b. Supplies electing not to participate are opting out for the entire three-year period (July 1, 2004 to June 30, 2007). These supplies will not receive sample bottles or any analytical services from the Agency or its' laboratories. Such supplies are required to have drinking water analyses performed by an Agency-certified laboratory, and test results must be reported to the Agency. Failure to do so is a violation of state and/or federal drinking water regulations.
  - c. If a supply has elected not to participate and decides at a later date to participate in the program, the supply must pay all fee installments retroactively for the three-year period up to and including all fees for the year the request to participate is made. Subsequent years will be billed at the applicable rate.
  - d. Each new water supply is given the option to participate or not participate for the remainder of the three-year period. New supplies electing to participate will be billed for the entire current year's fee, and then annually for the remainder of the three-year period.
  - e. The Agency may request the CWSTF council to consider fee adjustments at any time during the contract period. Should a fee increase be recommended and/or approved by the CWSTF council, participating supplies will have the opportunity to pay the additional fee for continued service or terminate lab fee services for the remaining term of the contract.
2. The annual fee is determined by the type of water supply, number of service connections, and for groundwater supplies, the number of treatment application points (TAPS) with and without vulnerability waivers. These factors will be evaluated annually and the amount due will be calculated and billed. A change in the type of water supply, number of service connections, and/or number of active TAPS will not result in a fee adjustment during the year. However, a change in vulnerability waiver status may result in a fee adjustment as identified in condition #6 of this document.
3. The type of water supply (surface, groundwater, or purchase) and the number of active treatment application points (TAPS) are determined by the Agency's Field Operation Section (FOS) and changes must be approved by them.
4. The number of service connections is originally established by the Agency's FOS and are verified at the time of each inspection. The number of service connections is adjusted annually at the time of billing and must be certified by the water supply to be correct.
5. The analytical services to be provided include all analyses required by federal and state rules in effect on January 1, 2004, with the exception of the Radionuclide Rule and any extra microbial monitoring (i.e., customer complaints). Coliform samples for boil orders and new construction are included in the program.