


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

# 090491

Resolution or Ordinance (Blue)  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager 

DATE: August 4, 2009 (COW)(B of T) Date August 20, 2009

TITLE: A Motion Authorizing Execution of an Agreement with Highland Hills Sanitary District

SUBMITTED BY: Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

Attached is an agreement between the Village of Lombard and the Highland Hills Sanitary District regarding discontinuation of water service for nonpayment of sewer service charges. Pursuant to state statute, the Village is required to discontinue water service when a sanitary district requests that it do so due to delinquent sewer charges. Highland Hills will reimburse the Village 1) the cost of the discontinuance pursuant to the Village's current shut-off charges, and 2) all lost water service revenues as determined by the water consumption history. For your reference, there currently are 88 water customers who are on the Highland Hills sanitary system.

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date 8/5/09  
Finance Director X \_\_\_\_\_ Date 8/5/09  
Village Manager X \_\_\_\_\_ Date 8/9/09

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.

the nonpayment of sewerage service charges; and  
 discontinuance of water service by the Village to premises served by the District for  
 Agreement is necessary to provide the terms and conditions applicable to the  
**WHEREAS**, the Village and the District agree that the establishment of this  
 possible on areas of concern affecting said residents; and  
 the residents mutually served by the Village and the District to cooperate whenever  
**WHEREAS**, the Village and the District agree that it is in the best interests of

treatment by the District; and  
 provision of potable water by the Village and the provision of sewage collection and  
 necessary and important services to the residents of the Village through the  
**WHEREAS**, the Village and the District are units of local government providing

**WITNESSETH:**

collectively referred to as the "Parties.;"  
 and the District being hereinafter sometimes individually referred to as a "Party" or  
 body politic and corporate (hereinafter referred to as the "District"). (The Village  
 (hereinafter referred to as the "Village"), and the Highland Hills Sanitary District, a  
 2009 by and between the Village of Lombard, an Illinois municipal corporation

This Agreement is made and entered into this 23<sup>rd</sup> day of June, \_\_\_\_\_

**AN INTERGOVERNMENTAL AGREEMENT  
 FOR THE DISCONTINUANCE OF WATER SERVICE  
 FOR NONPAYMENT OF SEWERAGE SERVICE CHARGES**

exists.

(A) Pursuant to 70 ILCS 3010/7 and this Agreement, upon receipt of a written notice from the District, indicating that the rate or charge for sewerage service provided by the District to a premises served with water by the Village has become delinquent, the Village shall discontinue water service to said premises, and shall not resume water service to said premises until receiving a written notice from the District that the delinquency no longer

**I. DISCONTINUANCE OF WATER SERVICE:**

the Parties hereto agree as follows:

receipt and sufficiency of which are hereby acknowledged by the Parties hereto, and promises set forth below, and other good and valuable consideration, the

**NOW, THEREFORE,** in consideration of the foregoing, the mutual covenants

District to enter into this Agreement;

**WHEREAS,** it is in the best interests of the residents of the Village and the

associate among themselves, in any manner not prohibited by law; and

ILCS 220/1 of seq. authorize units of local government to contract or otherwise

**WHEREAS,** Article VII, Section 10 of the Illinois Constitution of 1970 and 5

provided by 70 ILCS 3010/7; and

premises for delinquent charges for sewerage service upon proper notice, as

**WHEREAS,** the District desires that the Village discontinue water service to

or charge for sewerage service to the premises has become delinquent; and

notice from the sanitary district providing sewerage service that payment of the rate

water services to a premises shall discontinue that service upon receiving written

**WHEREAS,** 70 ILCS 3010/7 provides that any municipal corporation furnishing

(E) The District shall indemnify and hold harmless the Village and its officers, agents and employees from and against any and all suits, actions, claims, losses, liabilities, judgments, verdicts, damages, costs, expenses and

history for the premises being disconnected.

all lost water service revenues as determined by the water consumption Village business hours), for each such discontinuance and resumption, plus dollars (\$90.00) if the reconnection takes place other than during normal takes place during normal Village business hours, or ninety and no/100 this Agreement, being fifty and no/100 dollars (\$50.00) if the reconnection

Village Code, as amended from time to time, (said amount, as of the date of service, in the amount as provided for in Section 50.115 of the Lombard Village for the cost of the discontinuance and the resumption of water to be paid by the District to the Village, the District shall reimburse the (D) In addition to any other fees or compensation provided for in this Agreement

District sewer user.

obligation to reply, respond, communicate or otherwise correspond to any sewer user shall be directed to the District. The Village shall have no (C) All complaints, correspondence, inquiries and communications from the

regulations..

the user an opportunity to be heard, as required by 70 ILCS 3010/7, and before sending a notice of the delinquency to the sewer user and affording (B) The District shall not request discontinuation of water service by the Village

(C) This Agreement may be terminated at any time by the Village, upon ten (10) days prior written notice, in the event that the District fails to make any payment to the Village, pursuant to Section 1.(D) above, within thirty (30)

(B) After the expiration of the initial five (5) year term of this Agreement, the Agreement may be cancelled by either Party without premium or penalty of any kind by giving the other Party written notice of such cancellation not less than one hundred twenty (120) days prior to the effective date of cancellation.

(B) below,

~~each year unless cancelled in accordance with the provisions of subsection~~  
(A) This Agreement shall be in full force and effect from and after the date first above written and shall be for a term of five (5) years. After the expiration of the original term of this Agreement, the Agreement will automatically renew

**II. GENERAL PROVISIONS:**

attorneys' fees, of any nature, arising from any act or omission of the District and/or the Village, their respective officers, employees, servants and agents, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of any act pursuant to the terms of this Agreement; provided, however, the District shall have no obligation to indemnify and hold harmless the Village for any willful and wanton or intentional act on the part of the Village or its employees, officials or agents, other than the intentional termination of water service to a premises at the direction of the District.

days of the mailing of a bill therefor to the District. Notwithstanding the

foregoing, this Agreement shall not terminate if payment is received by the

Village after said thirty (30) day period, but before the expiration of said ten (10)

day period, provided any such payment is accompanied by an additional late

payment penalty equal to ten percent (10%) of the amount due the Village, or

said non-monetary default is corrected during said ten (10) day period.

(D) All notices herein required shall be in writing and shall be served upon the

parties at the addresses listed below. The mailing of notices, by certified mail,

return receipt requested, properly addressed and with postage prepaid, or the

personal delivery of the notices, shall be sufficient service. For the purposes of

this Agreement, the address of the Village shall be: Village of Lombard, 255 East

Wilson Avenue, Lombard, Illinois 60148, Attention: Director of Public Works; and

the address of the District shall be: Highland Hills Sanitary District, 19 W. 566

13th Place, Lombard, Illinois 60148, Attention: District President.

IN WITNESS WHEREOF, the District and the Village, by their respective officers

therunto duly authorized, have caused this Agreement to be executed on the date and

year first above written.

**VILLAGE OF LOMBARD**

**HIGHLAND HILLS SANITARY DISTRICT**

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

By: Blair Becker

William J. Mueller, President

Gladys Doscher, President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Brittne O'Brien, Village Clerk

By: Anthony Clemente  
Anthony Clemente, Vice President