

MEMORANDUM

To: William T. Lichter, Village Manager

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

Date: November 9, 2004

Subject: **Water System Temporary Connection Agreement Between the Village of Lombard and the Highland Hills Sanitary District**

The Highland Hills Sanitary District has requested permission to construct a temporary connection between the Village of Lombard and Highland Hills Sanitary District water distribution systems. This interconnect will allow Highland Hills to receive water from the Village of Lombard during emergency situations or while performing maintenance to their water system. The interconnect will be located on Fairfield Avenue, approximately 200 feet north of 16th Street. The connection will be metered and constructed by Highland Hills Sanitary District at their sole cost. Highland Hills Sanitary District will notify Lombard when they need to receive water from Lombard and will be billed at the out of Village rate.

Please present the attached Water System Temporary Connection Agreement Between the Village of Lombard and the Highland Hills Sanitary District to the Board of Trustees for their approval at the November 18, 2004 meeting.

AMP

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 Intergovernmental Agreement in Regard to the Water System Temporary Connection between the Village of Lombard and the Highland Hills Sanitary District, 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 18th day of November, 2004.

Ayes: _____

Nays: _____

Absent: _____

Approved this 18th day of November, 2004.

William J. Mueller
Village President

ATTEST:

Barbara A. Johnson
Acting Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

WATER SYSTEM TEMPORARY CONNECTION AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE HIGHLAND HILLS SANITARY DISTRICT

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, between the VILLAGE OF LOMBARD, (hereinafter referred to as "Lombard") and the HIGHLAND HILLS SANITARY DISTRICT, (hereinafter referred to as "Highland Hills");

WITNESSETH

WHEREAS, Lombard owns and operates a municipal water supply system and furnishes Lake Michigan water to the public for residential, commercial, industrial and corporate purposes; and

WHEREAS, Highland Hills owns and operates a public water supply system adjacent to Lombard and furnishes non-Lake Michigan water to the public for residential, commercial, industrial and corporate purposes; and

WHEREAS, Highland Hills desires to have a temporary water supply system connection, from time to time, between its water supply system and the Lombard water supply system, by way of a metered connection point, with valves on either side of the meter; and

WHEREAS, said temporary connections with the Lombard water supply system will allow Highland Hills to receive a water supply, from time to time, for its customers, while performing maintenance to its water supply system or in the event of an emergency;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements herein contained, Lombard and Highland Hills hereby agree as follows:

1. Highland Hills, upon three (3) working days' prior written notification to Lombard, shall be allowed to make a temporary connection to the water supply system of Lombard. Said temporary connection shall be made by way of a permanent metered connection point, with a valve on either side of the meter, at a point in the right-of-way of Fairfield Avenue, approximately two hundred

(200) feet North of the intersection of Fairfield Avenue and 16th Street, all as shown on Exhibit A attached hereto and made part hereof (hereinafter referred to as the "Metered Connection"). Highland Hills shall be responsible for constructing said Metered Connection, at its sole cost and expense, subject to Lombard's right to approve the final plans and specifications therefor prior to construction. Upon completion of the construction of the Metered Connection, and acceptance thereof by Lombard, Lombard shall own the meter and all watermain and valves on the Lombard side of the meter, and be responsible for the maintenance thereof. Highland Hills shall own the watermain and valves on the Highland Hills side of the meter, and be responsible for the maintenance thereof, as well as remain responsible for the cost of repairs to any portion of the Metered Connection.

2. Notwithstanding the prior written notification provisions set forth in Section 1 above, in the event of an emergency situation in relation to which it is impossible to give the required written notification, Highland Hills shall be allowed to make an emergency temporary connection to the water supply system of Lombard provided the following notification is given prior to the connection:

- A. A telephone call shall be made to the Lombard Public Works Department [(630) 620-5740] to advise Lombard of the emergency temporary connection; and
- B. A telephone call shall be made to Lombard's Licensed Water Operator, at a number to be provided to Highland Hills by Lombard, to advise the Licensed Water Operator of the emergency temporary connection.

In addition to the foregoing, a written notification, setting forth the basis for the emergency, shall also be provided to Lombard, by Highland Hills, within twenty-four (24) hours of the oral notification.

3. Upon execution of this Agreement, Highland Hills shall deposit Two Thousand and No/100 Dollars (\$2,000.00) with Lombard to insure that all water used by Highland Hills is paid for. Highland Hills shall pay Lombard for water used under this Agreement at a rate per one thousand

(1,000) gallons equal to two (2) times the rate charged by Lombard to its water customers at the time the temporary connection is made by Highland Hills, with a minimum cost per use of One Thousand Two Hundred Sixty and No/ 100 Dollars (\$1,260.00). In the event that the amount due from Highland Hills for water used is not paid to Lombard within ten (10) days of receipt of a bill from Lombard for the water use, Lombard shall be entitled to deduct the amount due from the above-referenced deposit. In such case, no further temporary connections shall be allowed to the Lombard water supply system under this Agreement until Highland Hills has replenished said deposit to its original Two Thousand and No/100 Dollars (\$2,000.00) amount. Upon the termination of this Agreement, Lombard shall forthwith refund the deposit to Highland Hills.

5. Upon the making of a temporary connection by Highland Hills, Lombard shall read the meter at the Metered Connection after said temporary connection has been terminated and shall advise Highland Hills, in writing, of Highland Hills' usage of water from Lombard under this Agreement.

6. Highland Hills shall indemnify, defend and save harmless Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of Highland Hills, its officers, agents and/or employees arising out of, or in performance of any of the provisions of this Agreement, or any actions in furtherance thereof, including any claims or amounts recovered for any infringements of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workers' Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice and Highland Hills shall be solely liable for all costs of such defense and for all expenses,

fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

7. Highland Hills shall provide reasonable safeguards in relation to any temporary connection made pursuant to this Agreement to prevent backflow of water from Highland Hills' water supply system into the water supply system of Lombard. In this regard, Highland Hills shall take all backflow prevention measures as required by the Lombard Licensed Water Operator, provided said backflow prevention measures do not violate the rules and regulations of the Illinois Environmental Protection Agency.

8. Except for emergency connections as referenced in Section 2 above, all notices or communications provided for herein shall be in writing and shall be delivered to Lombard or Highland Hills either in person or by facsimile (with copy thereafter sent by United States first class mail, postage prepaid), as follows:

If to Lombard:

Director of Public Works
Village of Lombard
1051 South Hammerschmidt
Lombard, Illinois 60148
Fax: (630) 620-5982

If to Highland Hills:

District Manager
Highland Hills Sanitary District
566 13th Place
Lombard, Illinois 60148
Fax: (630)627-8330

until and unless other addresses or facsimile numbers are specified by notice given pursuant to this Section.

9. Highland Hills shall, within ten (10) days of receipt of a bill for legal services incurred by Lombard in the preparation of this Agreement or in relation to monitoring Highland Hills' actions

under this Agreement, reimburse Lombard for said fees in an amount not to exceed One Thousand and No/100 Dollars (\$1,000.00).

10. This Agreement shall remain in full force and effect for a term of five (5) years from the date first above written, and shall thereafter be renewed for successive five (5) year terms unless either party gives the other party a notice of termination not less than sixty (60) days prior to the end of the then current five (5) year term.

11. In addition to the termination provision set forth in Section 10 above, either party may terminate this Agreement upon ten (10) days prior written notice to the other party in the event of a breach of this Agreement by said other party, if said other party does not remedy said breach within said ten (10) day period.

IN WITNESS WHEREOF, the VILLAGE OF LOMBARD and the HIGHLAND HILLS SANITARY DISTRICT have caused this Agreement to be signed by the respective parties as of the date hereinabove set forth.

VILLAGE OF LOMBARD

By: _____
Village President

Attest: _____
Deputy Village Clerk

HIGHLAND HILLS SANITARY DISTRICT

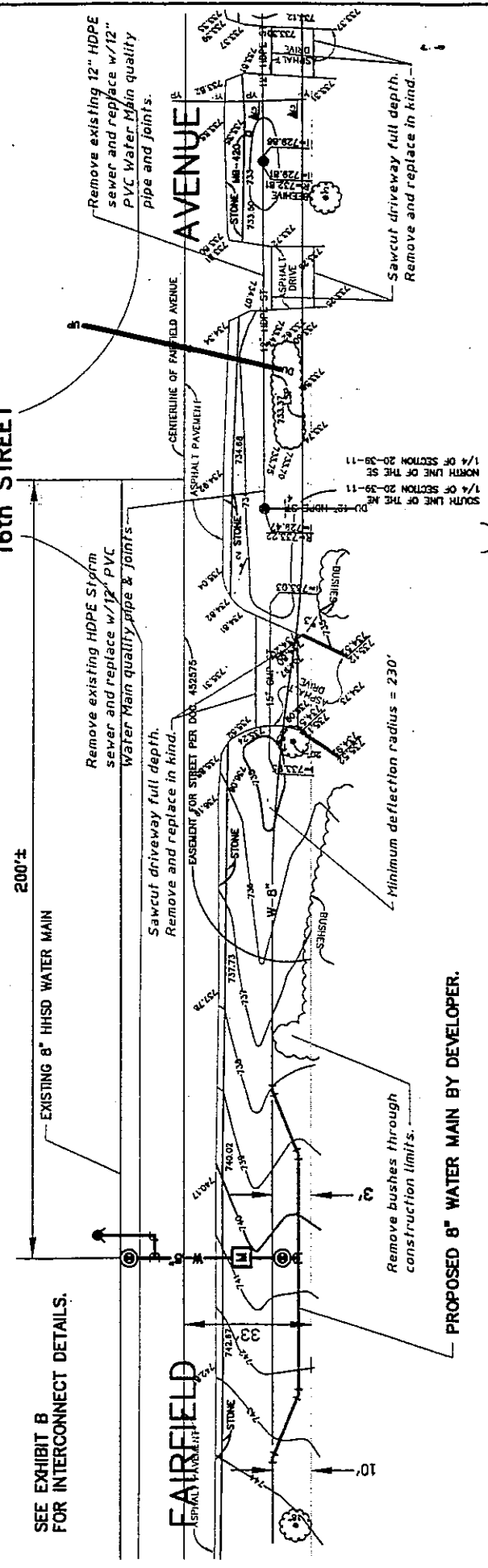
By: _____
President

Attest: _____
Clerk



NOTE: ALL WATER MAIN WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE VILLAGE OF LOMBARD STANDARDS.

16th STREET



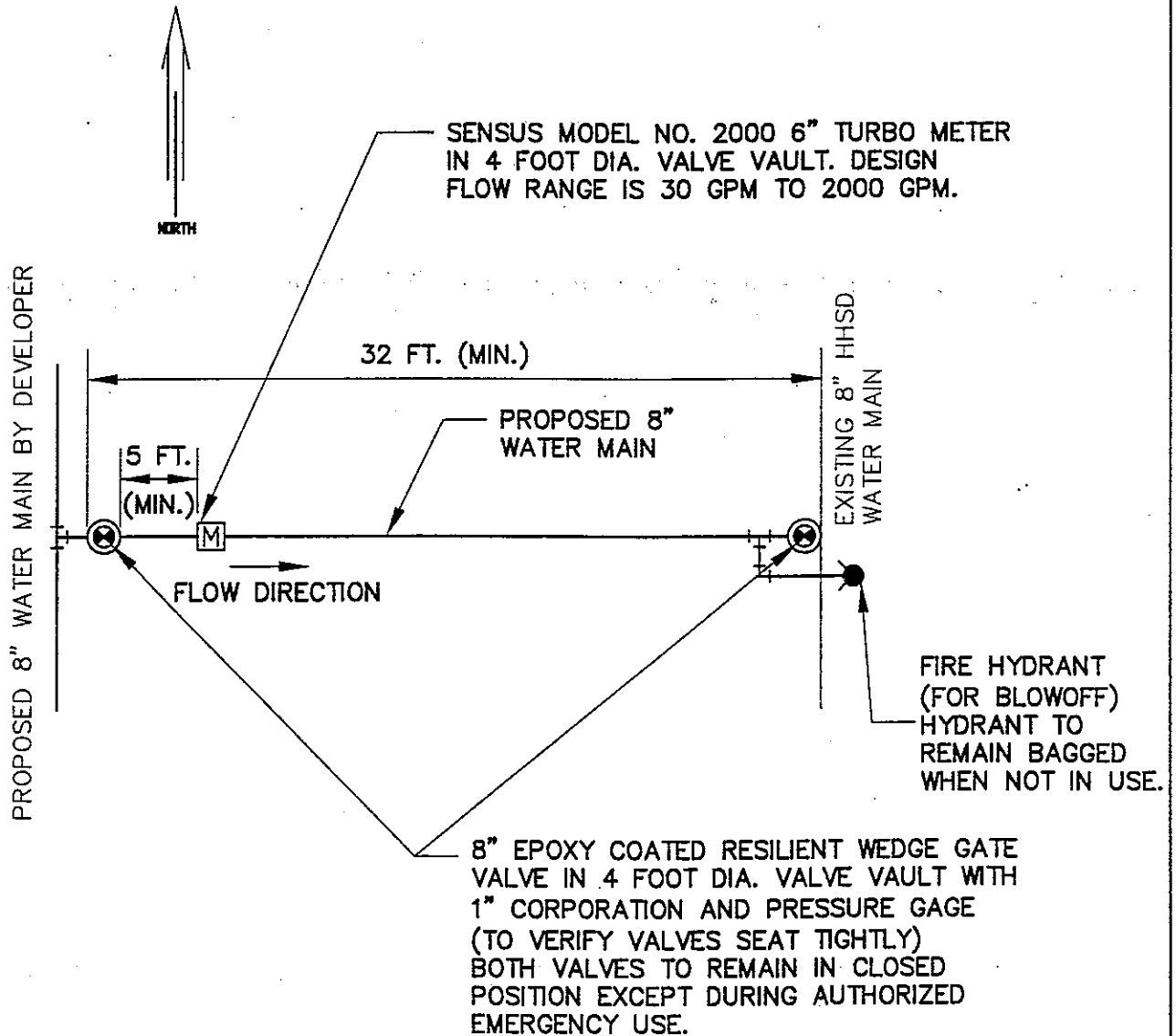
SEE EXHIBIT B FOR INTERCONNECT DETAILS.

PROPOSED 8" WATER MAIN BY DEVELOPER.

ROE PROFESSIONAL DEVELOPMENT CENTER

EXHIBIT-A
EMERGENCY WATER MAIN CONNECTION
LOCATION DETAIL

**PROPOSED EMERGENCY WATER
CONNECTION SCHEMATIC BETWEEN
THE HIGHLAND HILLS SANITARY DISTRICT
AND THE VILLAGE OF LOMBARD**



HIGHLAN HILLS SANITARY DISTRICT FLOW DATA:

AVERAGE FLOW RATE (WINTER DAY) = 80 GPM
 AVERAGE FLOW RATE (MAX DAY) = 150 GPM
 DESIGN MAX FLOW RATE (FIRE FLOW) = 2000 GPM

EXHIBIT-B

**EMERGENCY WATER MAIN CONNECTION
INTERCONNECT DETAIL**