

AN ORDINANCE REGULATING THE USE  
OF  
SANITARY SEWERS

DOWNERS GROVE SANITARY DISTRICT  
DOWNERS GROVE, ILLINOIS

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PREAMBLE

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE DOWNERS GROVE SANITARY DISTRICT TO REGULATE THE CONSTRUCTION AND USE OF SANITARY SEWERS AND REGULATE CONNECTIONS WITH OR USE OF ITS SEWERS AND APPURTENANCES AND TO PROVIDE PENALTIES FOR VIOLATION THEREOF, IN THE DOWNERS GROVE SANITARY DISTRICT, DUPAGE COUNTY, ILLINOIS.

BE IT ORDAINED AND ENACTED BY THE BOARD OF TRUSTEES, DOWNERS GROVE SANITARY DISTRICT, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS.

ARTICLE I - DEFINITION OF TERMS

Unless the context specifically indicates otherwise, the meaning of the terms used in this ordinance shall be as follows:

Section 1. "B.O.D." (denoting Bio-Chemical Oxygen Demand) shall mean the quantity of oxygen utilized in the bio-chemical oxidation of organic matter under standard laboratory procedure in five days at twenty degrees centigrade (20°C) expressed in parts per million by weights.

Section 2. "Building sanitary service" shall mean a sanitary sewer extending from any building structure to the public sanitary sewer or septic system, as the case may be.

Section 3. "Combined Sewer" shall mean a sewer receiving both surface runoff and wastewater.

Section 4. "District" shall mean the Downers Grove Sanitary District.

Section 5. "Garbage" shall mean the waste from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Section 5(a). "Garbage Shredded" shall mean the wastes from the preparation, cooking and dispensing of foods that have been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-quarter inch in dimension.

Section 6. "His" - Wherever in this ordinance the word "his" is used it shall be construed to mean "his", "hers" or "its", consistent with the context of the section wherein the word "his" is used.

Section 7. "Industrial Waste" means any liquid, gaseous, solid or other waste substance or a combination thereof resulting from any process of industry, manufacturing trade or business or from the development, processing or recovery of any natural resources.

Section 8. "Municipality" shall mean either the Village of Downers Grove, the Village of Westmont, the Village of Oak Brook, the Village of Woodridge, the City of Darien, the Village of Lombard, or the County of DuPage, as the case may be.

Section 9. "Natural Outlet" shall mean any outlet into a water course, pond, ditch, lake, or other body of surface or ground water.

Section 10. "Persons" shall mean individual, firm, company, association, society, corporation or group.

Section 11. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Section 12. "Pollution" shall mean such alteration of physical, chemical or biological properties of any waters of the District, or such discharge of any liquid, gaseous or solid substance into any waters in the District as will or is likely to create a nuisance or render such waters harmful or detrimental or injurious to public health, safety or welfare.

Section 13. "Private Sewage Disposal System" shall mean any arrangement of devices and structures used for treating wastewater on private property.

Section 14. "Public Sanitary Sewer" shall mean a sanitary sewer in which all owners of abutting properties within the District have equal rights and is controlled by the District.

Section 15. "Sanitary Sewer" or "Sewer" shall mean a pipe or conduit which carries wastewater and to which storm, surface, and ground waters are not intentionally permitted.

Section 16. "Sewage" shall mean and include water-carried domestic wastes and wastes discharged from the sanitary conveniences of residences, public buildings, institutions and industrial plants (other than industrial wastes from such plants).

Section 17. "Shall" is mandatory; "May" is permissive.

Section 18. "Storm Drain" or "Storm Sewer" shall mean a conduit or sewer which carries storm and surface waters and drainage but excludes sewage and industrial wastes.

Section 19. "Manager" shall mean the General Manager of the Downers Grove Sanitary District as appointed by the Board of Trustees.

Section 20. "Suspended Solids" shall mean the solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

Section 21. "Water Course" shall mean the channel in which a flow of water occurs, either continuously or intermittently.

Section 22. "Inspection manhole" shall mean a structure constructed for the purpose of measuring flow and sampling waste.

Section 23. "Mg/l" shall mean milligrams per liter.

Section 24. "Wastewater" shall mean sewage and industrial waste but excludes storm, surface and ground waters.

## ARTICLE II - USE OF PUBLIC SEWERS

Section 1. It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the boundaries of the District, or any area under the jurisdiction of said District, any human or animal excrement, garbage or other objectionable waste.

Section 2. It shall be unlawful to discharge wastewater, without an NPDES permit, to any natural outlet within the District or in any area under its jurisdiction.

Section 3. No person shall uncover any public sanitary sewer or building sanitary service in the District for any purpose or make any connection therewith or uncover any of the connection branches thereof, or other facilities in said District except on a written permit from the Manager.

Section 4. No person shall discharge or cause to be discharged into the sanitary sewer system any storm water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, industrial cooling operations, or any flows other than wastewater.

Section 4.1. The proper maintenance and operation of a building sanitary service to and including the point of connection (such as a wye, tee or break-in connection) to the public sanitary sewer shall be the responsibility of the owner of the premises served by said building sanitary service. Maintenance means keeping the building sanitary service in satisfactory working condition and a good state of repair (including but not limited to preventing any obstruction or extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sanitary sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the functions and producing the final results and purposes said facilities are intended to perform, discharge or produce. The District may, in its sole discretion, make repairs to any portion of a building sanitary service located within a public right-of-way or public easement which is found during District investigations to allow the entry of extraneous materials or flows into the public sanitary sewer or to pose a health or safety hazard to the general public and the District may seek reimbursement for the costs of any such repairs from the owner of the premises served by said building sanitary service.

Section 4.2. All downspouts or roof drains shall discharge onto the ground or be connected to storm sewers, drainage ditches or storm drainage systems. Footing drains shall be connected to sump pumps and discharge shall be made into storm sewers, drainage ditches or storm drainage systems. Sump pumps installed to receive and discharge ground waters or other storm water shall be connected to storm sewers or discharge onto the ground or into a drainage ditch or storm drainage system through a rigid discharge pipe, without any valving or quick connections for altering the path of discharge. Sump pumps installed to receive and discharge floor drain flow, laundry tubs or other wastewater shall be connected to the sanitary sewers pursuant to this

ordinance. A sump pump shall be used for one function only, either the discharge of storm waters or the discharge of wastewater.

Section 4.3. The Manager shall cause to be made periodic visual outside inspections of all properties within the District, with specific attention to downspouts, roof drains and other visible or outside connections and shall request the property owner or property occupant to permit entry into the premises for the making of additional inspection of the premises to ascertain if illegal connections are present. Upon completion of the visual outside and inside inspection, the Manager will advise the property owner, in writing, if any illegal connections are observed, and will advise on the matter of corrections for compliance with the provisions of this ordinance. If corrections are to be made, the District will, at no expense to the owner, make further inspection of the corrections to insure compliance with this ordinance.

Section 4.4. If entrance to property is denied an employee or agent of the District, the Manager shall serve notice requiring, within a period of 30 days, a written affidavit by a Licensed Professional Engineer that the sanitary sewer system of the subject property complies in all respects to the requirements and specifications of this ordinance and that no storm water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, industrial cooling operations, or any flows other than wastewater are discharged into the sanitary sewer system from the subject property. In the event the property owner fails to provide the aforementioned affidavit within 30 days, the Manager shall commence action to terminate sanitary sewer service to the property remaining in non-compliance.

Section 4.5. In the event any property is in non-compliance with the provisions of Subsection 4.3 or 4.4 after the 30 day notice, that property shall be deemed continuing in non-compliance until there is paid to the District a sum in United States currency equal to all costs incurred by the District, including but not limited to clerical costs, mailing costs, service fees, attorneys fees, court costs, and all other reasonable fees and expenses incurred in commencing action to terminate the sanitary sewer service to the property or in terminating or restoring sanitary sewer service to the property in non-compliance.

Section 4.6. In addition to visual inspections on the outside and inside of the premises, the District may make other lawful tests and inspections of the sanitary sewer system as it deems necessary in order to locate such illegal connections and sources of extraneous flows as may exist. The District, at its option, may also invoke other legal powers vested in it or implied by the Illinois Compiled Statutes for the protection of the health and welfare of the public, and institute such legal action as it deems necessary to discover and order the disconnection of any illegal connections that may exist.

Section 5. Combined sewers shall not be constructed nor permitted.

Section 6. No person or persons shall connect to any sanitary sewer any private building cesspool, underground drain, privy, privy vault or any other channel conveying water or filth.

Section 7. Grease, oil and sand interceptors shall be provided when, in the opinion of the Manager, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. All interceptors shall be of a type and capacity approved by the Manager, and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease separators shall be required in all buildings or building sanitary services for meat packing plants, hotels, restaurants, and other institutions in which large numbers of meals are served.

Grit interceptors of a design approved by the Manager shall be required in all buildings or building sanitary services for garages, filling stations, automobile laundries or other establishments where grit is a factor.

Maintenance and operation of both grease separators and grit interceptors shall be performed in a manner satisfactory to the District.

Section 8. Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his expense, and in a continuously efficient operation, at all times.

Section 9. The owner or builder of any new house, building or structure to be used for human occupancy, employment, recreation or other purpose, hereinafter constructed on any property within the boundaries of the District where a public sanitary sewer is available for said property, shall be required, at his own expense, to connect said building to the public sanitary sewer of the District in accordance with the provisions of this ordinance.

Section 10. The owner of any house, building, structure or property presently existing within the boundaries of the District, and used for human occupancy, employment, recreation and other purposes, and where a public sanitary sewer is available for said property and the present private sewage facilities for said house, building or structure are now or hereafter deemed defective, insufficient and ineffective by the proper officer of any municipality, shall be required, at his own expense, to connect said building to the public sanitary sewer of the District in accordance with the provisions of this ordinance.

Section 11. Whenever the duly authorized officer of any municipality located within the boundaries of said District, shall deem it advisable to require any owner of any property within said District to connect the building thereon with a public sanitary sewer as hereinabove provided, a notice of such direction shall be mailed to the last known address of the owner, tenant or occupant of said property ordering the connection of said building to the public sanitary sewer of the District within ninety (90) days after date of such notice.

Section 12. The failure of any owner, tenant, occupant or builder to connect such building to the public sanitary sewer of the District within the specified period shall be deemed, held and construed to be in violation of this provision and punishable as hereinafter provided.

Section 13. No person shall make or cause to be made any connection with a public sanitary sewer in said District except under a written connection permit for the work issued by the District and upon payment of a connection charge based on the applicable sections set forth below. The total connection charge to be paid shall be comprised of amounts calculated under sections (b), (c), (d), (e), and (f).

(a) Definitions

- (1) Single Family Class - single family residential unit, including detached single family, duplex, two-flats, townhouses, and rowhouses.
- (2) Multiple Family Class - residential buildings consisting of more than one dwelling unit, commonly referred to as apartment buildings, rental cooperatives, condominiums, etc.
- (3) Commercial/Industrial Class - commercial and/or industrial buildings.
- (4) Commercial/Residential Class - building used for both commercial and residential uses, including hospitals, nursing homes, hotels, motels, etc.
- (5) Institutional Class - buildings used as schools, churches, or other governmental uses.
- (6) Population Equivalent (P.E.) - One population equivalent is equal to 100 gallons of wastewater per day, containing 0.17 pounds of BOD and 0.20 pounds of suspended solids.
- (7) District-built Service - the portion of a building sanitary service that has been funded for construction, repair or replacement by the District under any of its programs or in the course of its normal business.

(b) An Inspection Fee shall be charged to cover the cost to the District of inspections of the installation of building sanitary services to ensure drainage lines are adequate and suitable for connection to the District and to insure compliance with District ordinances and regulations, as follows:

- (1) Single Family Class - \$149.00 per building sanitary service.
- (2) All Other Classes - \$248.00 per building sanitary service or \$143.00 per building if no work on a building sanitary service is required.

(c) A Tap-In Fee shall be charged for all connections to the District for the necessary construction, expansion, and extension of wastewater treatment plant facilities. The tap-in fee shall be calculated upon a rate of \$659.00 per population equivalent (P.E.), and shall be assessed as follows:

- (1) Single Family Class - 3.5 P.E. per unit or \$2,306.50 per unit.
- (2) Multiple Family Class -  
Efficiency or studio apartment unit - 1.0 P.E. or \$659.00 per unit.  
One bedroom apartment unit - 1.5 P.E. or \$988.50 per unit.  
Two or three bedroom apartment unit - 3.0 P.E. or \$1,977.00 per unit.

(3) All Other Classes - The population equivalent of all other building classes shall be determined by the Manager, based upon data submitted by the owner or developer, District experience with similar building types, or other generally accepted criteria. The population equivalent so determined shall be multiplied by the tap-in fee rate per population equivalent to calculate the tap-in fee for such a building. The District reserves the right to re-evaluate the tap-in fee after one year's full operation of the building to compare actual wastewater volumes and strengths with calculated values, and either reimburse overpaid charges or assess additional tap-in fees based upon the actual operation. The reimbursement of overpaid tap-in fees or the assessment of additional tap-in fees shall be made to the fee owner of the property as of the date of the District re-evaluation of said fees.

(d) A Trunk Sewer Service Charge shall be charged for the necessary construction, expansion, and extension of trunk sanitary sewer facilities. The trunk sewer service charge shall be calculated upon a rate of \$305.00 per population equivalent (P.E.) and shall be assessed as follows:

- (1) Single Family Class - 3.5 P.E. per unit or \$1,067.50 per unit
- (2) Multiple Family Class -  
Efficiency or studio apartment unit - 1.0 P.E. or \$305.00 per unit  
One bedroom apartment unit - 1.5 P.E. or \$457.50 per unit  
Two or three bedroom apartment unit - 3.0 P.E. or \$915.00 per unit

- (3) All Other Classes - The population equivalent of all other building classes shall be determined by the Manager, based upon data submitted by the owner or developer, District experience with similar building types, or other generally accepted criteria. The population equivalent so determined shall be multiplied by the trunk sewer service charge rate per population equivalent to calculate the trunk sewer service charge.
  - (4) Minimum Charges - The minimum trunk sewer service charge for commercial, industrial, or business use shall be \$7,625.00 per acre (25 P.E. per acre). The minimum trunk sewer service charge for all other uses shall be \$3,050.00 per acre (10 P.E. per acre).
  - (5) Special Trunk Sewer Service Charge Area - The trunk sewer service charge attributable to the Highland Woods Office Campus as described in Exhibit I shall be assessed at the minimum trunk sewer service charge for all other uses.
  - (6) For purposes of calculating trunk sewer service charges under this ordinance, parcel size shall be calculated as gross acres, which shall include to the centerline of all adjoining public streets, rights-of-way, alleys, etc.
  - (7) Trunk sewer service charges shall be assessed pursuant to Section 13.4 and Section 16 of Article II of this ordinance.
- (e) A Lateral Sewer Charge shall be charged for the necessary construction, expansion, and extension of lateral sanitary sewer facilities. The lateral sewer service charge shall be assessed whenever a building is to be connected to a public sanitary sewer which was installed at the expense of the District. The lateral sewer service charge shall be assessed as follows:
- (1) All Classes
    - \$8,500.00 per building sanitary service to near side property
    - \$6,165.00 per building sanitary service to far side property
  - (2) Near side property is located on the same side of the street as the public sanitary sewer. Far side property is located on the opposite side of the street from the public sanitary sewer and the building sanitary service for such property must cross an improved street in order to connect to the public sanitary sewer.
  - (3) The Manager shall prepare and maintain a list of the public sanitary sewers installed at the expense of the District for purposes of this ordinance.

- (f) A Service Reimbursement Charge shall be charged when a District-built Service is used in lieu of removal and replacement of an existing service in cases where replacement of the service would normally be required under this ordinance. This charge shall be based on the current unit prices for such work in the District Building Sanitary Service Repair Assistance Program or other recent District contract for sanitary sewer construction.

Section 13.1. No connection permit for new construction shall be issued by the District until the person or persons seeking such permit submit to the District the appropriate District application form, a complete set of building plans, a utilities site plan and an agreement for District access to the building sanitary service signed by the property owner.

No connection permit for an existing building shall be issued by the District until the existing building is brought into compliance with all ordinances of the District, as determined by an inspection of said building by an authorized representative of the District. In addition, the person or persons seeking such permit shall submit to the District the appropriate District application form, a utilities site plan and an agreement for District access to the building sanitary service signed by the property owner.

Section 13.2. For the purpose of this section, any connection permit issued by the District shall be effective for a period of one year from the date of issuance, within which period at the written request of the applicant, one renewal of said permit for up to six (6) additional months may be issued by the District at the discretion of the Manager. In the event that said permit is not used within said period, a refund will be made under the provisions of Section 13.3 and reapplication for a new permit must be made.

Section 13.3. For the purpose of this section, a refund of the tap-in fee portion only of any connection permit will be made to the person or persons who paid the connection fee upon proper submittal of a District receipt for said payment and the return of the permit itself, if outstanding. The inspection fee is not refundable.

Section 13.4. Whenever any residence, multiple dwelling, commercial, institutional or industrial property is rebuilt in kind, expanded, its use changed, or added to, a permit shall be obtained and a fee shall be paid by such person or persons making or causing to be made such additional use, in accordance with the provisions of this section, including a trunk sewer service charge in accordance with Section 13, Article II of this ordinance.

Section 14. No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the District and any person whereby any industrial waste of unusual strength, or character, may be accepted by the District for treatment, subject to payment therefore by the person as prescribed by the District.

Section 15. Sump and ejector pits must be approved by the District before installation. Sanitary sumps and ejector pits must be at least ten (10) feet away from any other sump. Material

specifications for under-slab piping is governed by the applicable municipal plumbing code. Any pit which does not meet District standards shall be removed and replaced with an acceptable pit before District approval is granted. Any sanitary ejector pit that serves plumbing fixtures on a floor level other than a basement shall be equipped with a self-powered alarm system to alert the owner of a high water-level in the system wet-well, and the sanitary ejector pit shall have a volume of no less than 150 gallons.

Section 16. Whenever any property is annexed to or serviced by the District, a trunk sewer service charge as established in accordance with Section 13, Article II of this ordinance, shall be paid to the District prior to the annexation of said property to the District or the issuance of any permit for sanitary sewer service to said property.

Section 17. No commercial/industrial, commercial/residential, or institutional building connected to the public sanitary sewer shall install or cause to have installed any type of garbage disposal.

Section 18. No swimming pools shall be discharged into the sanitary sewer system except under written agreement with the District.

Section 19. All users must meet the limitations and standards specified in Article IIA, Pretreatment Ordinance, attached to and made a part of this document.

Section 20. An outside cleanout shall be installed on each new building sanitary service at a location approved by the District.

Section 21. The Manager and other duly authorized representatives of the District, the Illinois Environmental Protection Agency and the U.S. Environmental Protection Agency, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. The Manager or any of the above representatives shall have no authority to inquire into any process including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sanitary sewers or waterways or facilities for waste treatment.

While performing the necessary work on private properties referred to above, the Manager or duly authorized representatives of the District, the Illinois Environmental Protection Agency and the U.S. Environmental Protection Agency, shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the representatives and the District, Illinois Environmental Protection Agency and U.S. Environmental Protection Agency shall indemnify the company against loss or damage to its property by their representatives and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

### ARTICLE III - PRIVATE SEWAGE DISPOSAL

Section 1. Where a public sanitary sewer is not available, as provided for in Article II, the building sanitary service shall be connected to a private sewage disposal system complying with the provisions of the municipality wherein such system is located.

Section 2. The owner shall operate and maintain the private sewage facilities in a sanitary manner at all times, at no expense to the District.

Section 3. Use or construction of privies, privy vaults and cesspools are prohibited.

Section 4. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the Illinois Environmental Protection Agency, the Illinois Department of Public Health, the DuPage County Health Department, or any municipality controlling the construction, use or maintenance of private sewage disposal systems.

ARTICLE IV - CONSTRUCTION OF PUBLIC SANITARY SEWERS

Section 1. Each public sanitary sewer which is designed and is to be constructed so as to constitute an integral part of the system of sanitary sewers to be controlled, operated, and maintained by the District shall not be constructed until and unless the Manager has been furnished with two complete sets of plans and specifications, designed in accordance with District design standards, and an itemized estimate in writing of all direct and indirect costs of such public sanitary sewer improvements; the completeness and correctness of all such plans, specifications and cost estimates shall be certified in writing by an Illinois Registered Professional Engineer. Prior to or concurrently with the submission of such documents to the Manager, the owner shall pay or cause to be paid to the District a fee for the review thereof computed in accordance with the following table:

<u>Estimated Costs of Construction of Public Sanitary Sewer Improvements</u>	<u>Review Fee</u>
\$10,000 or less	1.65% of estimated cost
\$50,000 or less, but more than \$10,000	1.50% of estimated cost, but not less than \$165.00
\$100,000 or less, but but more than \$50,000	1.33% of estimated cost, not less than \$750.00
\$200,000 or less, but but more than \$100,000	1.17% of estimated cost, not less than \$1,330.00
More than \$200,000	1% of estimated cost, but not less than \$2,340.00

The Manager will review all such plans and specifications and may require revisions thereon to comply with applicable laws, ordinances, regulations, and with standard District principles and practices applied on a uniform basis throughout the District. The District shall approve, disapprove, or request modifications to such plans and specifications within thirty (30) days of receipt of all items required under this ordinance. After the completion of revisions, if any, required by the Manager and the receipt of four complete sets of plans and specifications, revised as required by the District, the Manager may require that the estimate of costs of such public sanitary sewer improvements be increased or decreased to reflect such revisions and shall approve such estimate in writing. In the event of any increase in such estimate over the review fees paid, the owner shall cause to be paid to the District the amount of any increase in the review fee computed under the foregoing table, provided said increase is greater than \$50.00. In the event of any decrease in such estimate under the review fees paid, the District shall cause to be paid to the

owner the amount of any decrease in the review fee computed under the foregoing table, provided said decrease is greater than \$50.00.

Section 2. A sewer permit will only be issued and sewer connection shall only be allowed if it can be demonstrated that the downstream facilities, including sanitary sewers, pump stations and wastewater treatment facilities, have sufficient reserve capacity to adequately and efficiently handle the additional anticipated waste load.

Section 3. No person shall construct or cause to be constructed any public sanitary sewer or appurtenance that is to become a part of the sewer system of the District which is not constructed pursuant to the published specifications of the District in effect at the time said construction is commenced.

Section 4.

- (a) No person shall construct or cause to have constructed any public sanitary sewer or appurtenance which is to become a part of the sewer system of the District except under a written permit for the work issued by the District and said permit will only be issued upon payment to the District of a fee of \$0.80 per lineal foot of public sanitary sewer.
- (b) The person constructing or causing to have constructed said public sanitary sewer shall reimburse the District for all costs of inspecting said sewer installation, at the rates of \$47.00 per hour straight time and \$70.50 per hour overtime if said inspection is performed by District personnel, and at billed cost if said inspection is performed by others.

Section 5. All public sanitary sewers constructed so as to become an integral part of the system of the sanitary sewers of the District shall, upon completion of construction and approval by the District, become the property of the District, except all building sanitary services shall remain the property of the owner of the premises served by said building sanitary service.

Section 6. That following the completion of construction of any public sanitary sewer pursuant to the provisions of this Article, the person constructing or causing to have constructed said sewer shall cause one reproducible set and one file set of completed "as built" plans to be prepared with competent engineering assistance and submitted to the District before acceptance will be made of said public sanitary sewers by the District.

## ARTICLE V - CONNECTION

Section 1. No person or persons shall cause any connection of a building sanitary service to a public sanitary sewer unless made by a person who is a competent sewer builder duly authorized to do such work by the Manager.

Section 2. The Manager may require building sanitary services and connections of greater size than six (6) inches in interior diameter where deemed best for District and use contemplated.

Section 3. No person shall hereafter lay any pipe or conduit or excavate in any street, alley, easement or other public right-of-way within five feet of either side of the public sanitary sewer in such street, alley, easement or public right-of-way without the permission of the Manager.

Section 4. No more than one building shall be connected with the public sanitary sewer through one building sanitary service without a permit signed by the Manager.

Section 5. Notice must be left at the office of the District twenty-four hours prior to the beginning of any work upon a building sanitary service and no materials shall be used or work covered until it is inspected and approved by a District representative.

Section 6. When required by the Manager, the owner of any property serviced by a building sanitary service carrying commercial, institutional or industrial wastes shall install a suitable structure for flow measurement and sampling together with necessary meters and other appurtenance to facilitate observation, sampling, and measurement of the wastes. Such manhole or structure, known as an inspection manhole, shall be accessible to District personnel and shall be constructed and located in accordance with plans approved by the Manager. The inspection manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible to authorized personnel of the District at all times.

Section 7. No sewer work of any type involving a building sanitary service shall be done except in an emergency without first securing a written permit therefore from the District. Before such permit is issued, an application shall be filed with the District signed by the owner of the premises on which the proposed work is to be done or by his duly authorized agent accompanied by such plans, specifications and permit fee as provided for herein. Such application shall indicate the person authorized by the owner of said premises to perform said work and such permit shall not be issued unless the person indicated to do such work either (1) has on file with the District a surety bond in the sum of \$10,000 previously approved by the District, or (2) furnishes to the District a surety bond in the amount of the contract price or estimated cost of the work anticipated to be done indemnifying and saving harmless the District from all accidents and damages caused by negligence or otherwise either in the execution or protection of the work involved, including any damage to any sewer of the District. No applicant owing money to the District for fees required by any ordinances, resolutions or contracts with the District for work described in said application or for any previous work performed in the District shall be granted a permit until said fees have been paid.

Section 8. If any discharge or proposed discharge to the public sanitary sewer system contains the substances or possess the characteristics or exceed in concentration the limitations or discharges enumerated in Article IIA of this Ordinance, and which in the judgement of the Manager may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Manager may:

- (a) Reject the waste
- (b) Require pretreatment to an acceptable condition for discharge to the public sanitary sewers.
- (c) Require payment to cover the added cost of handling and treating the waste not covered by existing taxes or wastewater service charges under other provisions of this ordinance.

If the Manager permits the pretreatment of waste flows, the design and installation of such facilities shall be subject to the review and approval of the Manager, and subject to the requirements of all applicable codes, ordinances and laws; and no such waste or water shall be permitted to be discharged into the public sanitary sewers of the District until plans and designs for such pretreatment facilities have been approved and a discharge permit is issued by the Manager.

Section 9. In any case where it is necessary to make a connection to the public sanitary sewer at points other than those provided with junction pieces, connection shall be made by removing a section of the public sanitary sewer and substituting a proper branch in its place or by making a machine tap, which must be approved by the District. Such work can only be done under the direct supervision of a District representative.

Section 10. Overhead sanitary sewers, designed to prevent the backflow of water from the public sanitary sewer system, are required for all buildings to be connected to the public sanitary sewer system. Overhead sanitary sewers shall be provided to any floor level of such buildings whenever the elevation of that floor level is lower than the elevation of the rim of the District manhole immediately upstream of the point of connection of said building into the public sanitary sewer system. Plumbing fixtures on a building floor level below an overhead sewer shall drain into an ejector pit with pump and tight seal which meets the requirements of Article II Section 15 of this ordinance and the applicable municipal plumbing code. It shall be the responsibility of the person seeking to connect said building to provide the District with the elevations described above, when so requested by the District. Said elevations must be provided on a USGS datum by a Registered Land Surveyor or Registered Professional Engineer. In cases where a floor level above the basement level is below the upstream manhole rim, a pressure relief cleanout constructed according to the District's Standard Detail may be used in lieu of draining fixtures from any level above the basement into the ejector sump.

Section 11. Whenever an existing building is to be connected to the public sanitary sewer system, a new building sanitary service shall be installed and connected to the existing sanitary sewer located immediately adjacent to the existing building foundation.

Section 12. Whenever an existing building, which is connected to the public sanitary sewer system, is demolished, torn down or otherwise removed, all existing building sanitary services for that building shall be abandoned and shall be permanently blocked at the point(s) of connection to the public sanitary sewer. Such blocking must be done under a permit issued by the District and must be inspected by a District representative. It shall be the responsibility of the contractor to determine the point of disconnection on the public sanitary sewer. The contractor shall televise and electronically locate the building sanitary service to the point of connection to the public sanitary sewer. In cases where a District-built Service can be shown to be in compliance with District requirements for new construction, including all required testing; a property owner may request District approval of the re-use of the District-built Service in lieu of removal and replacement, subject to the payment of a Service Reimbursement Charge.

Section 13. Each new building sanitary service and all repairs to any existing building sanitary service must be designed and constructed in accordance with District design standards and District construction specifications. Each new building sanitary service must be air tested and televised in accordance with District specifications, including any new building service utilizing a District-built Service. Upon completion of a new building sanitary service or any repairs to an existing building sanitary service, the sewer contractor or property owner must submit to the District a written record of the work completed, including a sketch, pipe sizes, footages and depths, fittings and measurements from property lines or building corners, before final acceptance of said work will be granted by the District.

## ARTICLE VI - WASTEWATER SERVICE CHARGES

### Section 1. Basis for Wastewater Service Charges:

The wastewater service charge for the use of and for service supplied by the wastewater facilities of the District shall consist of a basic user charge for operation and maintenance plus replacement, a monthly fee, and a surcharge, if applicable.

The basic user charge shall be based on water usage as recorded by water meters or sewer flow meters for wastes having the following normal concentrations:

- (a) A five day 20 degree centigrade (20°C) biochemical oxygen demand (BOD) of 200 mg/l.
- (b) A suspended solids (SS) content of 250 mg/l.

It shall consist of operation and maintenance costs plus replacement and shall be computed as follows:

- (a) Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year, for all District operations.
- (b) Proportion the estimated costs to wastewater facility categories by volume, suspended solids and BOD.
- (c) Estimate wastewater volume, pounds of SS and pounds of BOD to be treated.
- (d) Compute costs per 1000 gal. for normal sewage strength.
- (e) Compute surcharge costs for BOD and SS.

Monthly fees shall consist of a service fee for all accounts and sampling and monitoring charges, if applicable. A sampling and monitoring charge will be levied to all users whose wastes exceed or have the potential to exceed the normal concentrations for BOD (200/mg/l) or SS (250 mg/l) and to all industrial users.

A surcharge will be levied to all users whose wastes exceed the normal concentrations for BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters or sewer flow meters for all wastes which exceed the 200 mg/l or 250 mg/l concentration for BOD and SS respectively.

The wastewater service charges enumerated above and hereinafter shall be reviewed annually and revised accordingly in order to assure adequate revenues for operations and proportionality of the charges.

All users shall be notified annually by the District of the user charges, the method of calculation and how the revenue derived from said user charges will be used.

#### Section 2. Measurement of Flow for Basic User Charge and Surcharges:

The volume of flow used for computing basic user charges and surcharges shall be metered water consumption.

- (a) Any non-single family residential user discharging wastes into the public sanitary sewers who procures any part, or all, of his water from non-metered sources, all or a part of which is discharged into the public sanitary sewers, shall install and maintain, at his expense, water meters and/or sewer flow meters of a type approved by the District for the purpose of determining the volume of water obtained from these other sources.
- (b) Devices for measuring the volume of waste discharged may be required by the District if these volumes cannot otherwise be determined from the metered water consumption records.
- (c) Metering devices for determining the volume of waste shall be installed, owned, and maintained by the user. Following approval and installation, such meters may not be removed, unless service is terminated, without the consent of the District.
- (d) Metered single family residential users may receive a summer usage adjustment for water consumed but not discharged to the public sanitary sewer system. For such users, the basic user charge for summer usage periods shall be based upon either the actual metered water consumption for the summer usage period or one hundred fifty percent (150%) of the average of the metered water consumption for the immediately preceding winter usage periods, whichever is lower.

For purposes of this section, a billing period is considered a summer usage period if a majority of the billing period is included between the dates of April 15 to October 15. Any billing period which does not meet the criteria for a summer usage period shall be considered a winter usage period.

#### Section 3. Basic User Rate:

A basic user rate of \$1.65 per 1000 gallons of water consumption shall be applied to all users.

All non-metered single family residential users of the wastewater facilities shall pay a flat rate charge per quarter of \$39.60. This flat rate charge is based on water consumption of 24,000 gallons per quarter for single family residences. Any non-metered single family user who installs a water meter in accordance with District requirements shall be billed based upon the readings from such meters.

#### Section 4. Measurement of Waste Strengths for Surcharges:

Unless otherwise provided, all measurements, tests, sampling and analyses required hereunder shall be in accordance with the most recent edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation, and as follows:

##### (a) Inspection Manhole

In order to provide for accurate sampling and measurement of waste discharges, each user subject to the surcharge shall provide, at their expense, within sixty (60) days of written notice from the District, on each of its building sanitary services, an inspection manhole to be located so as to be available for inspection by authorized representatives of the District at reasonable times and at reasonable hours. There shall be ample room in or near each inspection manhole to accurately sample and composite the samples for analysis.

Plans for inspection manholes, with their location shown on a site plan, shall be submitted to the District for approval prior to construction.

##### (b) Liquid Quantity Measurements

Each inspection manhole shall contain a Parshall flume, weir or similar device with a recording and totalizing register for measurement of the liquid quantity; or the metered water supply to the user may be used as the liquid quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment can be made in the metered water supply to determine the liquid waste quantity.

##### (c) Sampling

Waste sampling shall be performed by the District.

Determination of representative quantities or characteristics shall include re-evaluation periodically. The determination of representative quantities and characteristics shall include not less than three consecutive calendar days of 24-

hour composite samplings taken during periods of normal operation, together with acceptable flow measurements.

Samples shall be taken every hour or half hour, as determined by the District, properly preserved and composited in proportion to the flow for a representative 24-hour sample.

The frequency of sampling, inspection manhole, metering device, sampling methods and analyses of samples shall be subject, at any time, to revision by the District.

Sampling and measuring facilities shall be such as to provide safe access for authorized personnel of the District for making such inspection and verification.

#### Section 5. Surcharge Rates:

- (a) The surcharge rates for BOD and SS shall be as follows:

\$0.20 per pound for BOD

\$0.26 per pound for SS

- (b) Any user determined by the Manager to have the potential to exceed the normal concentrations for BOD and/or SS, for which an inspection manhole is not available to ascertain actual waste strength, shall be surcharged at the flat rate \$2.56 per 1000 gallons of metered water consumption, in addition to the basic user rate.

#### Section 6. Computation of Surcharge

The surcharge shall be computed by the following formula:

$$SC = [B_C (B_A - B) + S_C (S_A - S)] \times V \times 8.34 \times 10^{-6}$$

Where SC = Amount of surcharge (\$) per billing period

B<sub>C</sub> = Treatment cost for one pound of biochemical oxygen demand (BOD).

B<sub>A</sub> = Average representative measured concentration of BOD from user in mg/l.

B = Average concentration of BOD in normal domestic sewage of 200 mg/l.

S<sub>C</sub> = Treatment cost for one pound of suspended solids (SS).

S<sub>A</sub> = Average representative measured concentration of SS from user in mg/l.

S = Average concentration of SS in normal domestic sewage of 250 mg/l.

V = Total volume contribution from user during billing period in gallons.

#### Section 7. Computation of Wastewater Service Charge

The wastewater service charge shall be computed by the following formula:

$$WC = (UR \times V) + SC + M$$

Where WC = Amount of wastewater service charge (\$) per billing period.

UR = Basic user rate for operation, maintenance, and replacement (Section 3).

V = Wastewater volume for the billing period.

SC = Amount of surcharge (\$) per billing period (Sections 5 and 6).

M = Monthly service fee, including sampling and monitoring charges, if applicable

#### Section 8. Users Subject to Surcharge:

Any industrial user identified in the "Standard Industrial Classification Manual," Bureau of the Budget, 1967, under the category "Division D - Manufacturing" and any other user notified by the District in writing shall be subject to a surcharge if the wastes discharged to the District from such user exceed a suspended solids concentration of 250 mg/l or a BOD concentration of 200 mg/l.

#### Section 9. Penalties

Should the owner of any property fail to install and/or maintain a water meter and/or sewer flow meter as herein required, the District will estimate the amount of the wastewater service charges due and bill the owner for such service charges together with penalties as provided herein. Said bill shall be paid within ten (10) days after receipt thereof by the owner.

#### Section 10. Billing Period and Penalties:

The service charges established by this ordinance shall be payable monthly, bi-monthly, or quarterly as shall be directed by the Board of Trustees of the District. The owner of the real estate, the occupant thereof and/or the user of the service shall be jointly and severally liable for the service on such premises and this service is furnished to the premises by the District solely upon the conditions that the owner of the real estate, and where the owner is the trustee of a trust, each beneficiary of the trust, occupant, and/or user of the service are each jointly and severally liable to the District. All bills for use and service shall be payable by a specified due date and shall be for the period specified in said billing. If payment of the amount of the bill is not made by said due date, then a penalty of ten (10) percent of the amount so billed shall be added thereto. Thereafter, if the amount so billed, or any portion thereof, remains unpaid a penalty of one (1) percent of the amount remaining unpaid shall be added 30 days after the due date, and one (1) percent shall be added for each additional 30 days or portion thereof.

In addition to the penalty herein provided, the District may assess such additional administrative and other costs as may be necessary to collect amounts not paid by the due date.

Section 11. Enforcement:

- (a) In the event the charges for use and service are not paid within 30 days after mailing of the bill for which use and service has been supplied such charges shall be deemed and are hereby declared delinquent and thereafter such delinquency shall constitute liens upon the real estate for which such use and service is applied and the Treasurer of the District is hereby authorized and directed to file sworn statements showing such delinquencies in the Office of the Recorder of Deeds of DuPage County, Illinois, and the filing of such statements shall be deemed notice for the payment of such charges for such use and service, and shall, thereafter, constitute a lien upon said real estate until such charge and penalties thereon have been paid in full.
- (b) In addition to all other penalty provisions provided herein the District shall at any time after a delinquency has occurred, pursuant to the terms hereof, take such other appropriate action as may be deemed necessary to require and demand the payment for service rendered, or to terminate sanitary sewer service or water service until full and complete payment of all delinquent charges and penalties thereon have been paid in full, together with any and all legal expenses, including attorney fees incurred by the District in enforcing the provisions of this ordinance.

Section 12. Reinstatement of Service:

The District reserves the right to require a bond or a cash deposit in lieu of a bond, from any user who previously has been determined delinquent in the payment of the service charges, specified herein, prior to reinstatement of sanitary sewer service or water service by the District in such amount as the District shall determine reasonable, based upon sewer service to such owner, occupant and/or user.

Section 13. Provision for Annual Audit:

The Treasurer of the District shall establish a proper system of accounts and shall keep proper books, records, and accounts in which complete and correct entries shall be made of all transactions relative to the general fund, and, shall, at regular annual intervals, cause to be made an audit by an independent auditing concern of the financial books and records of the District, including the records of the District wastewater service charges system.

In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the wastewater facilities, including replacement costs. In this regard, the financial information to be shown in the audit report shall include the following:

- (a) Flow data showing total gallons received at the wastewater treatment center for the current fiscal year.

- (b) Billing data to show the total number of gallons billed.
- (c) Number of users connected to the system.
- (d) Number of non-metered users.
- (e) A list of users discharging non-domestic wastes and the volume of wastes discharged.

Section 14. Monthly Fees

Monthly fees consist of a service fee of \$8.50 per month for all users and sampling and monitoring charges, if applicable.

The sampling and monitoring charges shall be as follows:

- (a) \$85.78 per month for each significant industrial user subject to any National Categorical Pretreatment Standard or discharging an average of 25,000 gallons or more of wastewater per day.
- (b) \$32.17 per month for each industrial user subject to a wastewater discharge permit issued by the District and not included in (a) above.
- (c) \$12.23 per month for each user subject to surcharge.
- (d) \$3.86 per month for all industrial (including commercial) users not included in (a), (b) or (c) above.

Section 15. Revenues

All revenues and moneys derived from the wastewater service charges described in this ordinance shall be deposited in the general fund of the District. All such revenues and money shall be held by the Treasurer of the District separate and apart from his private funds and separate and apart from all other funds of the District. The District Treasurer shall administer such fund in every respect in the manner provided by applicable Illinois statutes.

Section 16. Access to Records

The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers, and records of the District which are applicable to the District system of wastewater service charges for the purpose of making audit, examination, excerpts, and transcriptions thereof to insure compliance with the terms of the special and general conditions to any state or federal grant.

## ARTICLE VII - ENFORCEMENT PROCEDURES

The following procedure is designed to correct violations of this ordinance, including nonpayment of wastewater service charges. Violations may be discovered by various means, including on-site inspection of homes, businesses, and industrial sites; monitoring samples of discharge; routine surveillance and testing by District personnel and reports of possible violations by other governmental agencies and private citizens. This procedure will enable users to receive notice of a possible violation and, except in serious or persistent cases, to correct those violations without a judicial proceeding.

Where violations come to the attention of the District, seriousness is determined by the magnitude of the violation; the persistence of the violation despite past notices and attempts to correct the situation; by the discharge of materials harmful to the treatment facility and its processes and by violations which may have a significant impact upon sanitary sewer flows and/or treatment facility capacity. A show cause hearing is provided which enables the District to alleviate potential hazards to District facilities, and, if necessary, to undertake appropriate actions to disconnect and discontinue sanitary sewer services, and in the case of nonpayment of wastewater service charges to discontinue water service, to a user in violation of the aforementioned ordinances. Accordingly, the following procedures are hereby adopted.

### I. Pre-Enforcement Conference

#### 1. Discovery and Notice

- A. Upon determination that a violation has occurred, or upon discovery that an alleged violation has probably occurred, a notice of the violation is prepared and sent to the user by mail.
- B. If a violation or potential violation has not been cured within the time limit set forth in the initial notice, then a conference date shall be established. The user and any other appropriate entities may be notified of the conference date by mail which said notice requires the user to appear at a scheduled pre-enforcement conference which describes the potential violation in sufficient detail for the user to begin abatement action; and which sets forth the time, date and place of the conference.
- C. Pre-enforcement conferences shall be scheduled not less than seven nor more than twenty one (21) days from the date notice of the conference has been sent; except that a shorter time may be set in cases of an emergency. Any respondent's request for a continuance beyond twenty one (21) days must be in the form of an affidavit or verified statement setting forth specific reasons why the delay is requested. Said request for continuance shall be granted or denied by the Manager in writing and sent to the user.

- D. The Manager may grant continuances on conference dates for good cause shown.

The term "user" in this procedure is defined as the owner of the real estate, the occupant thereof and/or the user of the service. In addition, the District may wish to join lessees, lien holders, mortgage lenders or other persons with an appropriate interest in the subject premises and whose rights in the premises may be affected by continued enforcement procedures by the District.

#### 2. Pre-Enforcement Conference

- A. The pre-enforcement conference shall be conducted by the Manager, or his designee.
- B. At the scheduled conference, the violation shall be explained in sufficient detail for parties to understand the nature of the violation and to begin abatement actions on said violation.
- C. No formal evidence or rules of evidence shall be in effect, the proceedings shall not be transcribed by a court reporter and documents or exhibits need not be marked as items of evidence. The purpose of the pre-enforcement conference is an attempt to gain voluntary compliance with the ordinances of the District. It is not penal in nature and is specifically designed as an informal process to assist users in complying with federal and state statutes and regulations and ordinances and regulations of the District.
- D. A plan for abatement and a schedule for compliance are to be initiated at this meeting.
- E. Within five (5) working days following the pre-enforcement conference a letter shall be issued by the conference officer indicating the results of the conference, indicating a plan for abatement of a violation and indicating a schedule for compliance to be followed. In addition, the notice may contain dates of such future meetings as may be required to monitor progress until full compliance has been achieved.
- F. Extensions of time for compliance may be granted upon good cause shown in a subsequent conference and at the request of either the District or the user. All requests for extensions shall be in writing and set forth specific facts upon which the request is based.

3. Emergency Hearing. If hazardous or emergency conditions exist, a user may be notified by telephone or telegram to appear immediately or on the following day(s).

4. No Agreement. If during the pre-enforcement conference the parties are unable to agree upon the nature of compliance or the schedule of compliance, the conference officer may recommend that the user be required to show cause why its discharge into the public sanitary sewer system should not be disconnected and prohibited.
5. The pre-enforcement conference is an option process which may be instituted by the District. The District may, in its discretion, bypass the pre-enforcement conference or terminate the conference at any time after it has been instituted and in substitution therefore may institute a show cause hearing procedure or institute a court proceeding for fine and/or injunction whenever the District determines that it is in the best interests of the District to so proceed.

## II. Show Cause Hearing Procedure

The show cause hearing procedure is instituted by the District in an attempt to gain voluntary compliance with the statutes of the United States and the State of Illinois, the rules and regulations attendant thereto, and the ordinances, rules, regulations and policies of the District. The show cause hearing procedure is to be used when the conciliation conference procedure breaks down; to be used when there are serious violations or potential harm to the District treatment facility capacities or processes; or potential harm to the District sanitary sewers, their capacities and the possible danger to other users of District facilities whether due to back-up problems or safety hazards. In addition, the show cause procedure may be used in cases of persistent non-payment of user charges. At the show cause hearing testimony is taken, District personnel may be called upon to testify concerning their activity in the matter and the respondent is given an opportunity to present evidence. These hearings may result in an order requiring the user (respondent) to comply with provisions of the ordinance, state or federal statutes and regulations by a certain date. If the user fails to comply with the order, then a recommendation shall be forthcoming as follows:

1. That a lawsuit be filed to seek injunctive relief, and/or
2. That a lawsuit be filed requesting a fine for each day that the violation continues, or
3. That the District take steps to disconnect the subject property from the public sanitary sewer system and, in the case of nonpayment of wastewater service charges, take steps to disconnect sanitary sewer service or water service.

### SHOW CAUSE HEARING PROCEDURE

1. Notice
  - A. A notice of hearing shall be forwarded to the respondents along with a complaint setting forth sufficient details for the user to begin abatement action.

- B. The notice shall set the time, date and place of a hearing not less than ten (10) nor more than twenty one (21) days from the mailing of said notice.
  - C. The notice shall be mailed U.S. mail, postage prepaid, and addressed to the user's last known address. The mailing of notice shall be construed as service. Notice may also be served personally upon the user.
2. Discovery
    - A. Witnesses and Evidence. Prior to the hearing, and upon specific written request by the respondent.
      - (1) The District shall identify all witnesses or potential witnesses and all items of physical evidence.
      - (2) The District shall make District employees available for respondent's cross-examination at the time of a hearing.
      - (3) The District will make available all physical evidence for inspection, testing or copying prior to the hearing.
      - (4) The District will request, in writing, the presence of any witness requested by the respondent and that the respondent expects to call for testimony at the hearing.
    - B. The District may request respondent to respond with similar discovery.
    - C. The District and respondent may enter into stipulations of fact or law.
  3. Hearing
    - A. Hearing proceedings shall be recorded by a certified court reporter.
    - B. The Hearing Officer shall be one or more persons appointed by the Board of Trustees of the District.
    - C. The Hearing Officer shall open the hearing for record by stating the Hearing Officer's name, position, and his authority for holding the hearing, stating the name and address of the respondent, and the violation alleged. Respondent may waive notice orally or in writing.

- D. The Hearing Officer will then ask for the appearances of the parties and in response thereto, the persons representing the various parties shall state for the record their names and whom they represent.
- E. The attorney for the District will have the notice marked as an exhibit and will offer the notice into evidence. The respondent shall be provided an opportunity to indicate any objections to the notice having been received for the purpose of showing due notice given.
- F. The Hearing Officer shall determine for the record whether or not due notice has been given.
- G. Opening Statement. The hearing officer shall offer each party a reasonable time to make an opening statement.
- H. Taking of Evidence
- (1) All witnesses shall be sworn individually or as a group.
  - (2) The District shall call its witnesses. The attorney for the District shall conduct direct examination of District witnesses after which respondent shall be given an opportunity to cross-examine these witnesses.
  - (3) The Hearing Officer may inquire of any witnesses.
  - (4) The Hearing Officer shall inquire whether there is any redirect examination after there has been cross-examination. If there is redirect examination, there shall also be allowed a recross-examination by the respondent.
  - (5) The same procedure in examining District witnesses shall apply to the respondent's witnesses.
  - (6) All exhibits shall be marked for identification by the court reporter. When an exhibit is offered into evidence, the Hearing Officer shall inquire of the opposing party whether there is any objection to the exhibit being received. The Hearing Officer shall indicate for the record whether the exhibit is or is not received in evidence.
  - (7) Stipulations of fact or evidence may be used in appropriate cases. All stipulations shall be read into the record if an oral stipulation, or shall be in writing and attached to the record. All stipulations are to be treated as an admission of the facts contained in said stipulation.

I. Objections

- (1) Any party may make objections to exhibits or documents presented by the other party.
- (2) The Hearing Officer shall rule on all objections which may be "sustained", "overruled", or the hearing officer may "reserve the ruling." In the event the Hearing Officer fails to make a ruling prior to the conclusion of the hearing, the attorney for the District or the respondent may request such a ruling. Failure to request a ruling waives the objection.

J. District's Case. The District must establish as follows:

- (1) Notice of the alleged violation and the time, place and date of the hearing.
- (2) The ordinance which has been violated must be set forth.
- (3) The nature of the violation alleged in the complaint specifically referring to facts which give rise to the complaint, the results of test data, if any. Testimony of District employees, citizens or any person may be obtained in addition to documentary evidence, reports and other indications of a violation.

K. Respondent's Case

- (1) The respondent may assert that the District has failed to establish one or more of the elements required by its ordinances.
- (2) Assuming the District has established a violation of its ordinance, the respondent may establish what, if anything, the respondent has done to correct the situation and what still remains to be done in the future, indicating a projected compliance date.

L. Reply. At the close of the respondent's case, the hearing officer will inquire as to whether the District wishes to offer any rebuttal evidence.

M. Closing Argument. The Hearing Officer shall offer each party a reasonable time to make a closing statement or summation. The District shall be allowed a rebuttal after respondent's closing argument.

N. The Hearing Officer may, at his discretion, continue the hearing. In addition, he may order any party to submit copies of any and all documents, letters, reports or any other documentary or physical evidence to the opposing party which physical evidence should be submitted several days prior to the next hearing date in order to allow the opposing party time to review same.

4. Decision

- A. All findings of fact should be specific.
- B. There should be a finding made concerning whether the District has established a violation.
- C. Any findings which involve prior consents or pre-enforcement conference agreements should contain the dates of the meetings and compliance schedules.
- D. Findings should include dates of inspections or samples.
- E. Findings should include specific violations or ordinances indicating the ordinance by article and paragraph.

5. Recommendations. When the findings establish that a violation is established by the District the hearing officer shall request the District to make specific recommendations to cure the violations. Recommendations will necessarily vary depending upon the facts and circumstances in the case.

Where a violation is found, the recommendation may include the following:

- A. That the respondent shall cease and desist discharging in violation of District ordinances, or
- B. That the respondent shall install an inspection manhole on or before a specified date, or
- C. That the respondent shall take certain steps (these steps to be enumerated) to correct District ordinance violations on or before a specified date.
- D. That if the respondent shall fail to comply with the foregoing recommendations, the attorney for the District be authorized and directed to seek appropriate relief.

E. Unless respondent provides a justifiable reason for additional time to comply, the recommendation should also be made for immediate compliance.

F. Where a recommendation provides a substantial period of time given to correct a violation, the recommendation should also include the following:

- (1) That a construction or compliance time schedule should be submitted to the District by a specific date.
- (2) That progress reports be required of the respondent on a weekly, bi-weekly or monthly basis. Such reports shall contain chemical analysis where applicable.
- (3) That specific interim measures be taken to minimize the violations during the time compliance is proceeding. (Note: Progress reports and analysis may be used to judge the effectiveness of the interim measures.)

G. That the following forms of relief be initiated by the District's attorney, namely:

- (1) Seek a court injunction to enjoin such violations.
- (2) Seek a court ordered fine for each day the violation continues as provided in the ordinance.
- (3) Order disconnection from the public sanitary sewer system and, in the case of nonpayment of wastewater service charges order disconnection of sanitary sewer service or water service.

H. Where non-payment of user charges is found, the recommendations shall include the following:

- (1) That the respondent shall pay all of the following costs and charges incurred, namely:
  - (a) All user charges including the most recently billed statement.
  - (b) All penalties assessed thereon.
  - (c) All costs, recording fees and legal expenses incurred in connection with collection of the delinquent account.

- (2) That the respondent post a bond or cash deposit in lieu of a bond in such amount of twice the billing period average, or the anticipated average use to such user.
- (3) That a time schedule for compliance be established for performance of subparagraphs (1) and (2) above.
- (4) That disconnection procedures be undertaken if the provisions herein are not fully completed.

I. In the event a compliance schedule has been ordered, and at any time during said time period the respondent becomes aware of facts which indicate a need for an extended compliance date, the respondent shall petition the Manager with a written affidavit setting forth the order of the District, the compliance schedule and the reasons for requesting an extended compliance date. All reasons shall be set forth in detail including, where applicable, letters or other documents from contractors or suppliers indicating a new proposed compliance date. The Manager shall grant or deny the petition, or may establish a compliance date different from that requested in the petition.

The granting of an extended compliance date shall not be construed as any abandonment of previous decisions except as to the extended date for compliance. Any and all previously ordered penalties shall remain in full force and effect, except as extended pursuant to this subparagraph.

In the event the Manager denies a user's petition for an extended compliance date, or alters the compliance date to a period of time less than requested, the user may request a new Show Cause Hearing for the sole purpose of introducing evidence on the issue of the time reasonably required to comply with a previous order.

J. In all cases where the Hearing Officer finds that a violation has occurred, the Hearing Officer may assess the costs of enforcement as part of the recommendations. These costs may include, but shall not be limited to the following:

- (1) Hearing officers fees.
- (2) Court reports costs, including transcript.
- (3) Service fees.
- (4) District attorney's fees actually incurred.
- (5) Title company charges and recording fees.
- (6) Newspaper publications.

- (7) Expert witness examination and testimony fees incurred.
- (8) Independent chemical or laboratory analysis charges incurred.
- (9) Disconnection charges.

These charges shall be waived by the Hearing Officer upon presentation of a pauper's affidavit by or on behalf of a user.

6. Effective Date. The enforcement procedure decision becomes effective and final upon the issuance of findings with recommendations from the hearing officer.

7. Court Review

A. This enforcement procedure is hereby made expressly subject to the "Administrative Review Act" of the State of Illinois as set forth in Illinois Compiled Statutes, 735 ILCS 5/3-101 et.seq., as amended from time to time.

B. For purposes of court review, venue shall be in the Eighteenth Judicial Circuit, DuPage County, Illinois.

C. In the event any respondent appeals any order, or findings and recommendations made pursuant to this enforcement procedure, then, absent the filing of a pauper's affidavit, said respondent shall forward to the District all costs incurred by the District in preparing and certifying the record of proceedings before the District which costs shall include, but not be limited to, reproduction costs of the District record, costs of obtaining a copy of the court reporter's transcript and an administrative charge of Twenty-five Dollars (\$25.00) for the cost of staff time to collect, prepare, certify and forward the record of proceedings to the court. Failure to make such payment or file said pauper's affidavit shall relieve the District from filing any answer to the Administrative Review proceeding and the District shall order the District's attorney to motion the court to dismiss the complaint and request entry of a judgement against the respondent and in favor of the District for any amounts shown due by orders, findings and recommendations of the District and for costs.

D. In the event any portion of this enforcement procedure should be held by a court of competent jurisdiction, to be invalid or unenforceable, such invalid or unenforceable provisions shall be intended to be severable and the remaining provisions of this ordinance shall be construed to be enforced to the extent that such enforcement is reasonable.

- E. The procedures under this enforcement procedure shall not be the exclusive remedy of the District and shall not preclude the District from requesting or obtaining a court ordered injunction to prohibit wastes or harmful materials or flows from entering or being discharged into the District system; shall not preclude the District from seeking any other court remedies that may be available to the Sanitary District; and shall not preclude the collection of user charges pursuant to Illinois Compiled Statutes, 70 ILCS 3010/17, as Amended.
  
- 8. Disconnection Procedure. When the District commences disconnection of sanitary sewer or water service, the following procedure shall apply:
  - A. Notice. At least thirty (30) days prior to disconnection, written notice shall be mailed, certified mail, return receipt requested, to the following:
    - (1) Property owner.
    - (2) Mortgage and lien holders of record.
    - (3) Taxpayer
    - (4) Occupant
    - (5) Health Department of the appropriate municipality and DuPage County.
  
  - B. The notice shall contain the remedy, if any, that will forestall said disconnection.
  
  - C. No property disconnected under any enforcement action shall be reconnected to the District or have water service resumed until prior payment of all costs, fees, charges and expenses incurred by the District in conjunction with the enforcement proceedings and the disconnection of said property; and until the appropriate remedy has been completed which ensures compliance with state and federal laws and regulations and District ordinances.

#### ARTICLE VIII - NOTICES

Section 1. Whenever and wherever within the boundaries of the District it shall be made to appear that any person is violating any of the provisions of this ordinance, the Manager may (but is not required as a condition precedent to prosecution for violation) cause to be served, personally or by mail, upon the alleged offender, a notice in writing stating the date and nature of the alleged offense, and directing that the same cease and desist immediately upon service of the notice, and that the act or omission causing such violation be corrected within thirty days or within such reasonable time as the circumstances may require.

Section 2. The failure, neglect and refusal of the person, alleged to be in such violation, to cease and desist therefrom within the time stated in such notice, shall be deemed a violation of the provisions of this ordinance, and punishable as hereinafter provided.

#### ARTICLE IX - PROTECTION FROM DAMAGE

No person shall maliciously, willfully or wantonly break, damage, destroy, uncover, deface or tamper with any of the sanitary sewers, appurtenances, equipment, machinery, lift stations, or structures of the wastewater treatment center owned and operated by the District. Any violation hereof shall be punishable as hereinafter provided.

#### ARTICLE X - PENALTIES

Section 1. Any person who is apprehended in the violation of the provisions of any of the articles of this ordinance shall be taken before any judge or magistrate serving in the 18th Judicial Circuit, DuPage County, Illinois and there charged and prosecuted in the name of the People of the State of Illinois, pursuant to the Criminal Code of the State of Illinois as made and provided.

Section 2. Any person found to be violating any of the provisions hereof and who fails, and neglects and refuses to comply with the provisions thereof within the time limited thereby, shall be prosecuted in an action for a misdemeanor instituted on the complaint of the Trustees or Manager of the District before a magistrate or judge of the 18th Judicial Circuit, DuPage County, Illinois, or before a magistrate or judge of the Circuit Court wherein the offense occurs, and upon conviction shall be fined an amount not less than \$25.00 and not exceeding \$500.00 and costs. Each day in which any violation shall continue shall be deemed a separate offense.

Section 3. The District shall have the right to discontinue service to any person, firm or corporation whenever said person, firm or corporation shall have been shown to be in violation of this ordinance.

Section 4. The District shall have the right to plug or disconnect the sanitary sewer at any point in the building sanitary service whenever any person shall be shown to be in violation of this ordinance.

Section 5. In the case of a violation of this ordinance for the nonpayment of wastewater service charges, the District shall have the right to require the termination of water service to property by the supplier of the water, in addition to all other rights as provided by this ordinance.

## ARTICLE XI - GENERAL PROVISIONS

Section 1. The foregoing penalties and prosecutions therefore shall not be held or construed as constituting a bar, release or waiver by the District to the prosecution by the District for any civil damages it may sustain because of violations by any person of the provisions hereof, and where it shall appear that such violation has occasioned damage to the appurtenances, machinery, equipment and buildings of the District.

Section 2. It is hereby made the duty of the Manager to enforce full compliance with the provisions of this ordinance in every particular relating to the sewer connections, construction of building sanitary services and plumbing work, and the exclusion of all improper substances from the sanitary sewers.

Section 3. The Manager or other duly authorized person of the District herein authorized to issue permits, shall require any sewer builder or contractors seeking a permit from this District, which will include therein the breaking or entering through the surface or sub-surface of any street in said District, which is also located within the corporate limits of any municipality to produce a permit from said municipality as may be required by said municipality for the breaking or entering the surface or sub-surface of such street, before any permit will issue from the District.

Section 4. The invalidity of any section, clause, paragraph or provision of this ordinance shall not affect the validity of other provisions of this ordinance which may be given effect without such invalid part or parts.

Section 5. All ordinances or parts of ordinances of the District in conflict with the provisions herein are hereby expressly repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by statute.

COPY

**ORDINANCE 07/08-R-03**

**AN ORDINANCE ESTABLISHING ALL RATES, FEES, CHARGES,  
PENALTIES, BOND REQUIREMENTS, PERMITS AND ADDITIONAL CHARGES  
FOR THE ROCK RIVER WATER RECLAMATION DISTRICT**

WHEREAS, the Board of Trustees of the Rock River Water Reclamation District (District) has enacted a Code of Ordinances, which Code provides for the establishment of rates, fees, charges, bond requirements, permits and additional charges, and

WHEREAS, the Board of Trustees has reviewed the rates, fees, charges, bond requirements, permits and additional charges set forth in the Code of Ordinances, District policy, and other sources, and has determined to incorporate all such rates, fees, charges, bond requirements, permits and additional charges into one document.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Rock River Water Reclamation District, State of Illinois, that bills, invoices, statements and notices issued by the District shall be charged as follows:

**ARTICLE I**

**User Charges for Flow, BOD, TSS and Ammonia Nitrogen**

On or after April 1, 2008, the unit charges shall be as follows:

- A. The unit charges for Flow, BOD, TSS and Ammonia Nitrogen for Operations and Maintenance shall be:
  - \$0.41595 per 100 cubic feet Flow
  - \$0.10063 per pound Biochemical Oxygen Demand (BOD)
  - \$0.30214 per pound Total Suspended Solids (TSS)
  - \$0.52766 per pound of Ammonia Nitrogen
- B. The unit charges for Flow, BOD, TSS and Ammonia Nitrogen for Replacement shall be:
  - \$0.09409 per 100 cubic feet Flow
  - \$0.00145 per pound Biochemical Oxygen Demand (BOD)
  - \$0.00489 per pound Total Suspended Solids (TSS)
  - \$0.04221 per pound of Ammonia Nitrogen
- C. The unit charges for Flow, BOD, TSS and Ammonia Nitrogen for Capital shall be:
  - \$0.27226 per 100 cubic feet Flow
  - (\$0.03045) per pound Biochemical Oxygen Demand (BOD)
  - \$0.19111 per pound Total Suspended Solids (TSS)
  - (\$0.22876) per pound of Ammonia Nitrogen

**ARTICLE II**

**Capital Development Charges**

On and after April 1, 2008, District shall collect a nine percent (9%) capital development charge for each user charge bill.

**ARTICLE III**

**Waste Water Pollutant Analysis Charges**

The Operation and Maintenance charge for wastewater pollutant analysis shall be:

<b>Wastewater Pollutant Analysis Operation &amp; Maintenance Charges</b>	<b>Amount Per Analysis</b>
	<b>FY 08-09</b>
A. Incompatible Pollutants Charges:	
Chromium +6	\$ 17.00
Cyanide (total)	37.00
Cyanide Dissociable	37.00
Fluoride	19.00
Heavy Metal Series – ICP	60.00
Heavy Metal – ICP – per Metal	12.00
Metals Digestion	16.00
pH	8.00
Organics:	
Methods 624	125.00
Methods 625	250.00
B. Compatible Pollutants Charges:	
1. Analysis Charge for Additional Samples of Compatible Pollutants:	
Ammonia	19.00
Biochemical Oxygen Demand (BOD)	29.00
Chemical Oxygen Demand (COD)	14.00
Oil and Grease	38.00
Total Suspended Solids (TSS)	11.00
2. Compatible Pollutant Series (BOD, COD, TSS), Per Sample	54.00
C. Sampling Charge	51.00
D. Charges for Other Analysis	
Acids, volatile	28.00
Alkalinity	9.00
Biogas	11.00
Conductivity	6.00
Fecal Coliform, Membrane Filter	15.00
Fecal Coliform, mpn	65.00
Hardness	11.00
Metals, Graphite Furnace AA	11.00
Nitrogen, Kjeldahl	44.00

	<b><u>FY 08-09</u></b>
Nitrogen, Nitrate	\$ 16.00
Phosphorus	14.00
TDS	18.00
TS	9.00
TVS	5.00
TVSS	8.00
E. Base Charge for Incompatible Pollutants per Quarter	432.00

**ARTICLE IV**

**Fee and Bond Requirements, Extension and Connection Charges**

Effective April 1, 2008, the fee and bond amounts pursuant to Articles I, II, III and IV, Title 4 of the Code of Ordinances shall be as set forth below:

<b><u>Title 4, Article IV, Service Extension and Connections</u></b>	<b><u>Amount</u></b>
	<b><u>FY 08/09</u></b>
Private Property Plumbing Contractor Bond	valued at \$ 5,000.00
Public Property Plumbing Contractor Bond	valued at 20,000.00
Sewer Contractor Bond	valued at 20,000.00
Sewer Contractor Bond, private development only	valued at 20,000.00
Registration Fee, per each type	22.50
Permit Application Fee, per service	25.00
Initial Inspection, per service	52.00
Subsequent or Special Inspection(s), per service	52.00
Same Day Inspection(s), per service	100.00
Internal Television Inspection, per service	200.00
Sampling/Monitoring/Enhanced Monitoring/Service MH, per each	138.00
Grease Trap, Oil Separator, Sand Filter/Catch Basin, Lint Trap,	
Private Building Lift Station Inspection, per each	52.00
Service Extension, per service	138.00
Sewer Cut-in, per service	105.00
Industrial/Commercial Questionnaire, per each	272.50
Variance Request:	
Senior Management Level, per each	135.30
Board Level, per each	294.00
Service Inspection Fee, per hour, when applicable	69.00

**Title 4, Article V, Sewer Extension and Article VI, Sewer and Service Design and Construction Requirements**

	<b><u>Amount</u></b>
	<b><u>FY 08/09</u></b>
Permit/Plan Application:	
Service Connection Only	\$ 218.00
Sewer Extension, Including Pump/Lift Stations	545.00
Permit/Plan Review, per hour	81.00

	<b><u>FY 08/09</u></b>
Pump/Lift Station Shop Drawing/O & M Manual Review, per hour	\$ 87.00
Agreement Preparation, per hour	93.00
Record Drawing Review, per hour	68.00
Document Recordation, per first 4 pages	95.00
Document Recordation, per page after 4 pages	1.00
Sewer Contractor Registration, private development only	22.50
Sewer Inspection Fees:	
Inspection of sanitary sewers, services and forcemain, per hour	69.00
Inspection of Pump/Lift Stations, per hour	73.50
Variance Request:	
Senior Management Level, per each	135.30
Board Level, per each	294.00

**Overtime Hours and Hours Worked on Days Observed by District as Holidays:** Inspection fees for inspections conducted by District personnel during overtime hours shall be one and one-half (1½) times the Charge-out Rate multiplied by the number of overtime hours worked, computed in increments of one-tenth hour. The overtime rate shall be charged for any hours worked outside of the sewer construction inspection hours of 6:30 A.M. to 2:30 P.M., Monday through Friday, or service connection inspection hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, as applicable, excepting District observed holidays which shall be charged at the holiday rate. Inspection fees for both sewer construction and service connection inspections conducted by District personnel during hours worked on days observed by the District as holidays shall be two and one-half (2½) times the Charge-out Rate multiplied by the number of holiday hours worked, computed in increments of one-tenth hour.

The component connection fee amounts pursuant to Title 5 of the Code of Ordinances shall be as set forth in the column headed "Amount."

<b><u>Title 5, Connection Charges</u></b>	<b><u>Amount</u></b>
	<b><u>FY08/09</u></b>
Frontage Charge for Hook-ups, per Foot (Non-Special Assessment)	\$ 50.00
Frontage Charge for Hook-ups, per Foot (Special Assessment)	60.00
Payback Connection Charge, per Agreement	Varies
Special Assessment Connection Charge, per Project	Varies
Special Service Area Connection Charge, per Project	Varies
Plant-Buy-In Connection Charge, per ERU	478.00
Trunk Basin Connection Charge, per ERU	Varies
Variance Request, Board, per each	294.00

**ARTICLE V**

**Establishing Wastewater Hauler Permit Changes, Discharge Permit Charges, Variance Application Charges and Inspection Fees**

The charges for Wastewater Discharge Permits, Variances and Inspections shall be:

<u>Wastewater Hauler Permit Fees</u>	<u>Amount</u>
	<u>FY 08/09</u>
Administrative Charge to Process Wastewater Hauler Permit Application (The Wastewater Hauler Permits are valid for a period of three years.)	\$ 125.00
<b><u>Wastewater Discharge Permits, Variances and Inspections:</u></b>	<b><u>Amount</u></b>
	<b><u>FY 08/09</u></b>
A. Wastewater Discharge Permit Charges	\$ 500.00
B. Variance Charges	250.00
C. Inspection Charges	90.00

**ARTICLE VI**

**Approved Rental Rates**

The charges for vehicles and equipment are as follows:

<u>DESCRIPTION</u>	<u>\$ HOURLY</u>
	<u>FY 08/09</u>
<b>1. VEHICLES</b>	
Pick Up Trucks	\$ 15.00
Service Van	15.00
Construction Service Trucks	15.00
4 Wheel Drive Truck/ with Plow	20.00
3-4 Yard Dump Truck	25.00
10 Yard Dump Truck	35.00
Semi/Trailer Truck	60.00
Semi/Lowboy Trailer	60.00
Pump Truck	25.00
Container Truck/6 Yd Container	20.00
Manhole Truck	40.00
<b>2. EQUIPMENT</b>	
Mini Excavator	\$ 50.00
30-Ton Crane	75.00
200 Series Excavator	85.00
Combination Backhoe	80.00
Track Loader	75.00
Rubber Tire Loader	60.00
Air Compressor/Jackhammer	15.00
Welder	10.00
Pumps & Hoses - 2"	7.50
3"	8.50
4"	10.00
6"	15.00

	<u>FY 08/09</u>
Concrete Saw (self-propelled)	\$ 10.00
Concrete Saw (hand held)	7.50
Trench Box	12.50
Skid Loader	45.00
<b>3. SEWER CLEANING/INSPECTION EQUIPMENT</b>	
TV Truck	\$ 85.00
Service Camera, per Service	450.00
Vactors	100.00
Flusher	85.00
Dragging Machines	50.00
Rodding Machines	10.00

- NOTES:** 1) The charge for each vehicle and piece of equipment listed shall be calculated from the time the vehicle/equipment leaves the RRWRD property, or previous job site, until it returns to RRWRD or another job site.  
2) Current Collective Bargaining Agreement labor rates with benefits will be charged straight time, or overtime if applicable.

**ARTICLE VII**

**Additional Charges**

The fees and charge amounts pursuant to Title 3 of the Code of Ordinances shall be as set forth in the column headed "Amount."

<u>Additional Charges:</u>	<u>Amount</u>
	<u>FY 08/09</u>
A. Administrative Fee, per bill	\$ 2.50
B. Lien Processing Fee	35.00
C. Lien Filing Charge	25.75
D. Lien Release Charge	25.75
E. Returned Check Charge	25.00
F. Refund Request Fee	25.00
G. Yearly Well Investigation Charge	25.00
H. Process Server Charge	15.00
I. Shared District/Rockford Water Shutoff Charge	10.00
J. District Water Shut-Off Charge (in addition to water dept. charge)	50.00
K. Cherry Valley Water Shut-Off Charge*	50.00
L. Loves Park Water Shut-Off Charge*	50.00
M. North Park Water Shut-Off Charge*	40.00
N. Rockford Water Shut-Off Charge*	50.00
O. Rockton Water Shut-Off Charge	100.00
P. Administrative Charge for Sewer Disconnect	60.00
Q. Dispatch Charge (Field Expenses) for Sewer Disconnect	135.00



ORDINANCE OF THE BOARD OF DIRECTORS OF WEST COUNTY  
WASTEWATER DISTRICT, COUNTY OF CONTRA COSTA, CALIFORNIA

ORDINANCE NO. 2-7-06

AN ORDINANCE AMENDING WEST COUNTY WASTEWATER DISTRICT ORDINANCE  
NO. 6-15-04 AND EXTENDING UNTIL APRIL 1, 2006 THE DEADLINE FOR INSTALLING  
OR CORRECTING BACKWATER OVERFLOW PREVENTION DEVICES PRIOR TO SALE  
OR TRANSFER OF REAL PROPERTY

WHEREAS, effective June 15, 2004, the West County Wastewater District (WCWD) Board of Directors duly adopted its Ordinance No. 6-15-04, entitled "Ordinance Amending Ordinance No. 3-23-71 (As Amended) Adopting Uniform Plumbing Code and Administration Thereof, Prescribing Fees, Charges and Planning Requirements and Repealing Ordinances in Conflict Therewith (the "Ordinance"); and

WHEREAS the WCWD recently received a request from individuals involved in the sale of real estate within the WCWD's boundaries to postpone the effective date of the Ordinance insofar as it requires correction of backflow protection devices, also known as backwater overflow prevention devices, prior to the sale or transfer of real property in order to secure fair and proper implementation of the Ordinance; and

WHEREAS, the WCWD Board of Directors believes that it is in the best interests of the WCWD and its ratepayers to postpone the effective date of the Ordinance insofar as it requires correction of backflow protection devices, also known as backwater overflow prevention devices, prior to the sale or transfer of real property without postponing or affecting any other provision of the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the West County Wastewater District, Contra Costa County, California, does hereby ordain as follows:

**Section 1. Postponement of Effective Date of Ordinance Section 1(d).**

The effective date of Section 1(d) of the Ordinance shall be and hereby is postponed until April 1, 2006. The remainder of the Ordinance, which became effective June 15, 2004, shall remain in full force and effect and shall be unaffected by this amendment.

**Section 2. Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of this Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To that end, all provisions of this Ordinance are severable. The Board of Directors hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subdivisions, paragraphs, sentences, clauses, or phrases are held unconstitutional, invalid or unenforceable.

**Section 3. Effective Date.**

Pursuant to Health and Safety Code Sections 6490 and 6491.3, this Ordinance shall take effect upon expiration of the week of publication or posting.

\* \* \*

PASSED AND ADOPTED this 7th day of February 2006 by the following vote:

AYES: Schmidt, Oliver, Granzella, Battaglia, Soltow  
NOES: None  
ABSENT: None  
ABSTAIN: None

/s/ Paul C. Soltow, Jr.  
President of the Board of Directors  
West County Wastewater District  
Contra Costa County, California

ATTEST:

/s/ Leonard L. Battaglia  
Secretary of the Board of Directors  
West County Wastewater District  
Contra Costa County, California

### **City of Wickliffe Point of Sale Ordinance**

Requires homeowners to make improvements to property, **including sewer lateral testing and repair if necessary**. First passed in 1976, this ordinance has been renewed by every administration since then. About 200 properties per year need to have sewers tested and many need to be replaced in this city of about 13,000 people. Based on the success of this ordinance in alleviating basement flooding at no political cost to the administration, two counties in Ohio have also implemented similar ordinances. The political cost is very low, because the existing homeowner, who has to pay for the improvements, is moving out of town.

#### **Contacts:**

Darryl Crossman, City of Wickliffe Director of Public Service – 440-943-7110

Email: [dcrossman@cityofwickliffe.com](mailto:dcrossman@cityofwickliffe.com)

Jack R. Meyers, P.E., Erie County, Ohio Sanitary Engineer – 419-433-7303

Email: [jmeyers@erie-county-ohio.net](mailto:jmeyers@erie-county-ohio.net)

### **1303.70 CERTIFICATE OF OCCUPANCY.**

Land shall not be occupied or used and a building which has been erected or altered shall not be occupied or used until a Certificate of Occupancy has been applied for and issued as follows:

(a) Certificate Required.

(1) Occupancy of a building. A Certificate of Occupancy shall be required before occupancy of any building which has been altered, remodeled, moved, changed in use or changed as to off-street parking or loading requirements. The Certificate shall only be issued after the completion of the erection or alteration of the building or buildings, and found upon inspection to conform with the provisions of this Zoning Ordinance and Building Code.

A Any person, firm, corporation, association, club, organization or any other entity, prior to entering into occupancy of any building, including but not limited to residential structures, any portion, unit, apartment or any room therein, either as owner of a fee, land installment purchaser, lessee, tenant, licensee or possessor of other color of title, shall apply for, and upon such Application for Permit to Occupy being found to conform to and in compliance with the Building Code and Planning and Zoning Code, be issued a Certificate of Occupancy, therefore. In the event any of the above designated persons or entities are found to be in possession of any building, portion, unit, apartment or any room therein without having been issued a Certificate of Occupancy pursuant to the Codified Ordinances of the Building Code and Planning and Zoning Code, they shall be required to apply therefore, and upon such applicant's occupancy being found to conform to and be in compliance with the

provisions of the Building Code and Planning and Zoning Code, shall be issued a Certificate of Occupancy.

B. Such Certificate of Occupancy shall be issued and signed after an on-site inspection by the Building Commissioner or his/her designee and the Fire Chief or his/her designee.

- (2) Occupancy of land. A Certificate of Occupancy shall be required before occupancy of the land or where the use of the land has been changed to a use different from the prior use. A Certificate shall be issued when it has been found upon inspection to conform to the provisions of this Zoning Ordinance.
- (3) Change in use of nonconforming building or use. A Certificate of Occupancy shall be required when there is a change of ownership of the building whether or not alterations have been made or required.
- (4) Change in ownership of a building. A Certificate of Occupancy shall be required when there is a change of ownership of the building whether or not alterations have been made or are required.
- (5) Sewer, sidewalk, apron inspection and repair. No Certificate shall be issued to a new owner of an existing building until the applicant for such Certificate shall have produced evidence, satisfactory to the Building Commissioner, that the sewer piping on such property from building to right-of-way is in good condition and reasonably free from infiltration and that sidewalks and aprons within the public right-of-way on said property are in good repair and condition. If the City performs tests required under this section, there is a minimum fee of sixty dollars (\$60.00) for the first hour required to perform such test and sixty dollars (\$60.00) per hour for each additional hour or portion thereof. A deposit of two hundred dollars (\$200.00) is required prior to the scheduling of any required dye test. Balance of the deposit will be returned after fees are deducted. The homeowner shall be responsible for locating and raising the inspection tee before any test is done. No person, agent, firm or corporation shall sell, by land contract or otherwise, any interest in any existing building or structure without furnishing the buyer, prior to the sale, proof that the sewer piping on the property from building to right-of-way is in good condition and reasonably free from infiltration and that sidewalks and aprons within the public right-of-way are in good repair and condition, and, where an escrow has been established, without depositing in escrow, prior to delivery of possession or transfer of title a statement from the buyer acknowledging receipt of such proof relating to the condition of the sewer pipe, the sidewalks and aprons on the property within the public right-of-way.
- (6) Temporary certificate. Pending the issuance of a Certificate of Occupancy, a temporary certificate for partial occupancy of a building or occupancy of an independent component, may be issued by the Building Commissioner for a period not exceeding six (6) months, during which time alterations are being made or while a dwelling or other building is being completed. Such temporary certificates shall not be construed as altering the respective rights, duties or obligations of the owners or of temporary certificate shall not be issued except under such restrictions.

(b) Certificate for Existing Buildings or Use. Upon application by the owner, the Building Commissioner shall inspect all buildings and land as they exist at the effective date of this Zoning Ordinance and shall issue a Certificate of Occupancy therefor, certifying:

- (1) The use of the building or land; and
- (2) Whether such use conforms to all the provisions of this Zoning Ordinance, or
- (3) If it is a lawfully existing nonconforming use.

(c) Application and Records.

- (1) Applications for a Certificate of Occupancy may be submitted separately or accompany an application for a building permit. Accurate information shall be furnished by the owner, lessee or agent, as to size and location of the lot, buildings or structures occupying the lot, the dimensions of all yards and open spaces, the use of land or building operations or processes and other information as may be requested by the City. The Certificate shall state that such use is nonconforming but may be occupied legally for such use.
- (2) A record of all applications and certificates issued shall be on file in the Office of the Building Commissioner and copies shall be furnished upon request to any person having a proprietary or tenancy interest in the land or building affected.
- (3) Subsections 1303.70(a)(1)A. and 1303.70(a)(1)B., shall have no retroactive effect to occupancies prior to January 27, 1992.

(Ordinance. 1999-42. Passed 6-14-99.)



City of Canton  
Codified Ordinances

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## Codified Ordinances

Ordinances	
947.21	REVOLVING LOAN FUND FOR RESIDENTIAL WATER RUN-OFF IMPROVEMENT PROGRAM.
(a)	There is hereby created a revolving loan fund for making limited purpose loans to reimburse owners of eligible residential property within the City. The funds shall be budgeted and established from the City's Sanitary Sewer revenues and shall be in the maximum amount of \$50,000.00 annually, or in such amount otherwise established by Council. The fund shall be used exclusively for the following purposes:
(1)	To assist such owners in the making of improvements and corrections in the gutters, downspouts and dwelling drainage facilities on their premises, in order to reduce the inflow of water run-off from such residential premises into the City sanitary sewer system and thereby to assist in the control and reduction of wastewater volume required to be treated by the City of Canton Water Pollution Control Center; or
(2)	To assist such owners in making improvements and corrections in their premises needed for the elimination of any sanitary sewer discharges from their premises either to the City storm sewer system or to water courses which are a part of or connected to streams or other waters of the State of Ohio.
(b)	All loans made under this chapter shall be secured by a mortgage or lien against the real estate which is the subject of the improvements.
(c)	The fund created by this chapter is to be administered and implemented by the Director of Public Service or his designee. Loans from said fund shall not exceed the amount of \$4,000.00 per loan recipient, shall be made without interest, shall provide for repayment over a period not to exceed five (5) years and shall be made solely for the specific purposes as stated and provided in this section. Rules, regulations and fees for the administration of the loan program as set forth in this section shall be promulgated by the Director of Public Service. (Ord. 195-2004. Passed 9-27-04.)



City of Canton  
Codified Ordinances

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## Codified Ordinances

Ordinances	
947.22	BACKWATER RESPONSE INITIATIVE PROGRAM.
(a)	There is hereby created a "Backwater Response Initiative Program" ("BRI"), the purpose of which is to assist homeowners with chronic backwater flooding by providing for the installation of a backwater prevention valve under the terms and conditions set forth herein and further governed by the BRI Program policies.
(b)	Eligibility for the benefits of the BRI Program shall be based upon submission of an application and the satisfaction of qualifying criteria as established by the Canton City Collection Systems Department (CSD).
(c)	In order to qualify for the BRI Program, the following eligibility criteria shall be met:
(1)	The applicant must have experienced at least three (3) documented backwater occurrences within the last five (5) years. Documentation may include insurance claims, claims filed with the City of Canton, or CSD Sewer Back-up work orders. CSD work order records shall be reviewed by the department to verify the cause of the backwater. The origin of the problem must not be due to any cause within the residential system or temporary structural impediments, such as a broken pipe or foreign objects.
(2)	The CSD will verify the proper plumbing of the sanitary lateral to the sanitary system by performing a tracer dye test.
(3)	The CSD will verify that the mainline sewer system is functioning properly. This includes televising the mainline system to verify that the flow is not impeded by roots, mineral deposits, debris or foreign objects.
(4)	Any property located in an area of the City where the City Engineering Department has planned a system upgrade in the 18-month period subsequent to the application shall not be eligible.
(d)	Approved applications will make the applicant eligible for 100 percent of the funds necessary to pay for the installation of the backwater valve, subject to availability of funds.
(e)	The Canton City Collection Systems Department shall establish and administer policies governing the BRI Program on the following matters:
(1)	Program eligibility and target participation.
(2)	Installation and testing.
(3)	Approved materials.
(4)	Terms of payment and/or reimbursement.
(5)	Contractor eligibility.
(f)	The funds for the BRI Program shall be in the initial amount of \$300,000.00 to be budgeted and established from the City's sanitary sewer funds

to accomplish the purposes stated herein. The initial funds shall come from a transfer of funds budgeted for the "Revolving Loan Fund" Program established by Section 947.21 and each year thereafter shall be budgeted directly from sanitary sewer funds.  
(Ord. 195-2004. Passed 9-27-04.)

STANDARD METHODS:	The examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.
STORM SEWER:	A sewer which is intended to carry storm and surface water, but no domestic or sanitary sewage or industrial wastes.
STORM WATER:	That portion of rain, snow, or sleet which flows over the surface of the ground.
SURCHARGE:	The assessment, in addition to the basic user charge, which is levied on those users whose wastes are greater in strength than concentration values established herein.
SUSPENDED SOLIDS (SS):	Solids that either float on the surface of, or are in suspension in, water, sewage, or industrial wastes, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods".
USER:	Any individual, firm, company, association, society, corporation, or group that discharges sewage to the wastewater treatment works of the Village of Morton.
VILLAGE:	The Village of Morton.
WASTEWATER SERVICE CHARGE:	The charge per month levied on all users of the wastewater facilities. The service charge shall be computed as outlined herein and shall consist of the total of the basic user charge, a debt service charge, a surcharge, and a depreciation charge. (Ord. 96-4, 6-3-96)

8-3-3: **PENALTIES:**8-3-3.1: **REVOCATION OF PERMIT OR LICENSE:**

- (A) The license of any sewer contractor or the permit to perform any sewer construction or repair work, as required in this Chapter, shall become void whenever the licensee or permittee shall refuse or neglect, within ten (10) days' time after written notice thereof, to make such necessary corrections to the sewer work, either in workmanship or material, as shall have been ordered by the SPW. This time period may be extended by the Superintendent upon a proper showing of adequate cause by the licensee or permittee.
- (B) Such license or permit shall become void if such licensee or permittee shall permit the use of his name or license by another person or persons for the purpose of performing any sewer work. (Ord. 96-4, 6-3-96)

8-3-3.2: **MONETARY PENALTY FOR VIOLATION OF CHAPTER:** Any person, firm, corporation, or customer who violates, neglects, or refuses to comply with, or who resists or opposes the enforcement of, any provision of this Chapter shall, upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00), and such person shall be deemed guilty of a separate offense for each and every day during which said violation, neglect, or refusal to comply with the provisions of this Chapter shall continue. (Ord. 96-4, 6-3-96; amd. Ord. 99-37, 12-6-99)

8-3-3.3: **SEPARABILITY OF PENALTIES:** The penalties provided in Sections 8-3-3.1 and 8-3-3.2 of this Chapter shall not be construed as precluding each other or any other penalties and costs provided elsewhere in this Chapter. (Ord. 96-4, 6-3-96)

8-3-4: **CONSTRUCTION REGULATIONS, GENERAL:** All sewers in the Village and all sewers to be connected to the Village sewer system shall be constructed in accordance with the applicable portions of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", hereinafter referred to as "Sewer Specifications". A copy of same is available for reference and may, from time to time, be available for purchase in the Department of Public Works. (Ord. 96-4, 6-3-96)

8-3-4.1: **SEWER CONTRACTORS; LICENSE, BOND, FEE:**

- (A) Any person who desires to engage in or who shall hereafter at any time engage in the business of the construction, alteration, or repair of any sewer, sanitary connection, or storm drain within the Village shall, before commencing such work, make application to the SPW, or his designee, for a license as a sewer contractor, and shall deliver to the SPW, or his designee, his certificate of insurance with minimum liability of five hundred thousand dollars (\$500,000.00) per occurrence, and his certificate of bond, with one corporate surety to be approved by the Village Board of Trustees in the amount of twenty five thousand dollars (\$25,000.00), payable to the Village, conditioned that such person shall indemnify and save harmless the Village, its officers, and employees, of and from all liability for damages to persons or property by reason of or resulting directly or indirectly from the construction, alteration, maintenance, or repair by such person of any sewer, sanitary connection, or storm drain, or any work or act of omission or commission incidental thereto, or in connection therewith; conditioned further upon the conformance by such person with all provisions of this Chapter with respect to such work; and conditioned further upon the restoration by such applicant of any street, alley, sidewalk, right of way, easement, or pavement disturbed by him, so as to leave same in as good condition as before the work commenced, as determined by the SPW; provided, however, that any owner of a single-family residence or multi-family dwelling personally doing work on his own property shall not be considered a sewer contractor for the purposes of this Section, providing said work does not include any activities on public right of way or utility easements. Applicant must be able to demonstrate to the SPW that he has previous experience in the field, and that past work performance has been acceptable, as well as demonstrating knowledge of the "Sewer Specifications." Applicant must also obtain and maintain in his files a copy of this Ordinance, as well as a copy of "Sewer Specifications." (Ord. 04-53, 3-7-05)
- (B) Upon approval of the applicant by the SPW, or his designee, and of said bond by the Board of Trustees, the SPW, or his designee, shall forthwith issue to such applicant a license to engage in the construction, alteration, or repairs of sewers, sanitary connections, and storm drains in said Village. Each application for such license shall be accompanied by a fee of one hundred dollars (\$100.00), and such license shall be in effect from May 1 of each year through April 30 of the following year. Said bond shall remain in effect for one year after the license period. If a contractor engages in any work for which a license is required under this Chapter, prior to obtaining said license, then the fee shall be doubled. (Ord. 96-4, 6-3-96; amd. Ord. 03-02, 7-7-03; amd. Ord. 04-53, 3-7-05)

8-3-4.2: **CONSTRUCTION OF SEWER, HOUSE SANITARY CONNECTION, OR STORM DRAIN; APPLICATION AND PERMIT REQUIREMENTS:**

- (A) No sewer of any kind (public, private, or house sanitary connection) or house storm drain shall be constructed or made, altered, or repaired, nor shall any connection of any sewer, either public or private, be constructed or made, altered, or repaired, without first having obtained from the SPW a written permit therefor. No permit shall be issued for such construction, alteration, or repair work, until the plans and specifications therefor, or required data concerning same, have first been submitted to and approved by the SPW. Before issuing such a permit, an application may be required to be filed with the SPW. The application shall be signed by the owner of the premises on which the proposed work is to be done and shall be accompanied by a complete and legible set of plans and specifications of the work to be done, or in lieu thereof, such written description or information as shall be acceptable to the SPW. All details concerning the construction of any new sewer or house storm drain and their appurtenances shall be subject to the approval of the SPW.
- (B) A permit and inspection fee of fifty dollars (\$50.00) shall be paid to the Village at the time the application is filed. If work has already begun before the aforesaid permit is obtained, then the permit fee shall be increased to one hundred dollars (\$100.00). The fee shall not be due if the work performed is done in accordance with and pursuant to the provisions of Ordinance 93-26, which prescribes the perimeter tile disconnection program, as now in effect, or as may from time to time be amended. The applicant, as a condition of permit authorization, must provide information describing its wastewater constituents, characteristics, and type of activity.
- (C) A sewer permit will only be issued and a sewer connection will only be allowed if it can be demonstrated that the downstream sewerage facilities, including sewer, pumping stations, and wastewater treatment facilities, have sufficient reserve capacity to adequately and efficiently handle the additional anticipated waste load.
- (D) All costs and expense incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Village from any loss or damage that may be occasioned, directly or indirectly, by the installation of the building sewer.
- (E) In the case of sewer construction in new subdivisions or planned residential developments, the plans as approved by the SPW, along with the properly executed "construction permit" as required by the Illinois Environmental Protection Agency (IEPA), and the payment of all fees, including but not limited to the fee for annexation, sewer tap-on, and the like, relative to subdivision or planned residential development construction, as required elsewhere in this Code, shall satisfy the permit requirements of this Chapter. This provision, however, shall not be construed to exempt such person or activity from all other requirements specified in this Chapter.
- (F) Any discharge by any person into the sewer system is unlawful except those discharges in compliance with Federal standards promulgated pursuant to the Federal Act and more stringent State and local standards.
- (G) No basement, half-basement, or any other portion of a building having a floor elevation beneath the elevation of the rim of the next manhole upstream of the point of connection may be connected into the Village sewer by gravity. In areas where the ground line over the Village sewer is to be altered, the proposed final ground elevation shall be used. The maximum depth to the top of the building service sewer shall be three feet (3') below finished grade at the point where it enters such building. In all buildings in which the building drain is too low to provide gravity flow to the Village sewer, all sewage carried by such drain shall be lifted by approved mechanical means and discharged into the building sewer. No water-operated sewage ejector shall be used. The aforesaid provisions shall apply to all buildings constructed after March 1, 1994. (Ord. 96-4, 6-3-96; amd. Ord. 03-02, 7-7-03)

- (H) All new, altered, or repaired sanitary sewer laterals shall be constructed with a clean out installed between the building and the right-of-way line. In the absence of any right-of-way line, the clean out will be installed between the building and the lateral's connection to the Village sewer main. The configuration and location of the clean out must be approved by the Village, and the clean out shall comply with all other provisions of Section 8-3-4.2, (amd. Crd. 07-12, 6-4-07)

8-3-4.3: **SEWER CONNECTIONS:**

- (A) In every case of a proposed sewer connection, notice shall be given to the SPW specifying the time and place where the work is to commence. Such notice shall be in writing, and given at least one full day prior to the commencement of the work.
- (B) Sewer laterals from an old building may be used in connection with new buildings, only when they are found, upon examination and test by the SPW, to meet all requirements of this Chapter. The cost of the examination and test shall be borne by the owner. If an existing lateral is approved for use, a clean out shall be installed, in accordance with Section 8-3-4.2(H). (Ord. 96-4, 6-3-96; amd. Crd. 07-12, 6-4-07)

8-3-4.4: **CHANGE IN PLANS:** Any changes or modifications in the proposed work shall be considered as new work, and no such changes or modifications shall be installed or made without a supplementary permit issued therefor, subject to the same terms and conditions as hereinabove required. (Ord. 96-4, 6-3-96)

8-3-4.5: **WORKMANSHIP:** All workmanship in connection with the construction of any sewer, house sanitary connection, or house storm drain shall be of such character as to fully secure the results sought to be obtained by all provisions of this Chapter. (Ord. 96-4, 6-3-96)

8-3-4.6: **DISCONTINUANCE OF WORK:** Any person to whom a permit has been issued and who shall neglect, refuse, or fail to make good any defect or fault in any work done or materials used thereunder, within ten (10) days after written notice thereof from the SPW, shall not be permitted to do any further or additional work of constructing or repairing any sewer, connection, drain, or appurtenances in the Village, and the license and permit of such person shall be revoked by the SPW, in accordance with Section 8-3-3.1 of this Chapter. (Ord. 96-4, 6-3-96)

8-3-4.7: **EXPIRATION OF PERMIT:** Whenever any work for which a permit has been issued hereunder is not commenced within thirty (30) days after the issuance of said permit, or if the work is not satisfactorily prosecuted after its commencement and completed within ninety (90) days, such permit will be considered as having expired, and shall be null and void. (Ord. 96-4, 6-3-96)

8-3-4.8: **TESTING OF SANITARY SEWERS; MATERIAL AND METHODS:**

- (A) Prior to acceptance by the Village, all sewers shall be cleaned by the owner to the satisfaction of the SPW, and at no cost to the Village.
- (B) Only methods and materials approved by the SPW may be used for new construction and for the repair of existing sewers.
- (C) Testing may be required before Village acceptance of a sewer, and may include, but not necessarily be limited to, daylighting, inflow/infiltration, televising, deflectometer, and air testing. (Ord. 96-4, 6-3-96)

**8-3-5: HOUSE SANITARY CONNECTIONS AND STORM DRAINS; CONSTRUCTION:****8-3-5.1: FUNCTIONS OF HOUSE CONNECTIONS AND DRAINS:**

- (A) The domestic sewage from residences, human habitations, institutions, business buildings, stables, garages, and industries shall be conveyed from said structures in a conduit or pipe, herein termed "house sanitary connection". The connection shall extend to a public separate sanitary sewer if such sewer serves the property. No storm water, groundwater, or surface water shall be permitted to enter this house sanitary connection. The owner/user is responsible for maintaining a clear conveyance of sanitary sewer water through this lateral from the structure, up to and including the tee into the Village main. In the event of a requirement to dig up the lateral to repair a failure in the lateral, the owner/user owns and is responsible for the maintenance and repair of this lateral from the structure to the Village right-of-way. The Village is responsible for the portion of the lateral, tee, and the Village main residing in the Village right-of-way. (amd. Ord. 07-06, 5-21-07)
- (B) Sanitary or domestic sewage shall be taken to include basement floor drainage; this shall not, however, include any storm or groundwater intentionally conveyed to the basement floor, and from said basement floor to and into the sanitary sewer system.
- (C) Sump pumps and footing perimeter tiles are expressly prohibited from discharging into the sanitary sewer.
- (D) Backwash or other washwater from swimming pools shall drain to the sanitary sewer. (Ord. 96-4, 6-3-96)

**8-3-5.2: INDEPENDENT CONNECTIONS AND DRAINS:** Each residence, institution, or business building shall have and maintain its own separate house sanitary connection. A house sanitary connection shall not be permitted to serve two (2) such adjacent residences or other units except under abnormal circumstances, and then, only with the written permission of the SPW. (Ord. 96-4, 6-3-96)

**8-3-5.3: MATERIALS AND CONNECTIONS:** All materials, joints, and connections for house sanitary connections shall conform to the applicable portions of "Sewer Specifications", as amended herein. Said conformance shall include the entire sewer service line, from the Village main to the point where the sewer comes up above the floor inside the building. The house sanitary connection shall have a minimum inside diameter of six inches (6"). (Ord. 96-4, 6-3-96)

**8-3-5.4: PIPES TO BE CLOSED:**

- (A) The ends of all pipes abandoned or not to be immediately connected shall be securely stopped by methods and materials approved by the SPW. The house sanitary connection shall remain plugged or otherwise secured against receiving storm water and/or groundwater from the time it is installed, either partially or completely, until the structure it is to serve is completely framed, roofed, and graded to the extent that storm water and/or groundwater cannot enter this pipe.
- (B) Under no circumstances will it be permissible to allow the storm water or groundwater that accumulates in the foundation and basement areas of buildings under construction to drain through the house sanitary connection. Any violation of this Section shall be subject to the penalty provisions of this Chapter. (Ord. 96-4, 6-3-96)

**8-3-5.5: BACKWATER:** Where the plumbing system of a building may be subjected to backflow of sewage or water, suitable provision shall be made to prevent overflow into the building by the installation of a satisfactory backwater valve or valves, or other satisfactory means. Said installation shall be the responsibility of the property owner. (Ord. 96-4, 6-3-96)

**8-3-5.6: COMBINED SEWER:**

- (A) New construction tributary to a combined sewer system must be designed to minimize inflow contribution to the combined system. Any new building domestic waste connection shall be distinct from the building inflow connection, to facilitate disconnection if a storm sewer becomes available. (Ord. 96-4, 6-3-96; amd Ord. 04-32, 9-7-04)
- (B) Inflow sources on the combined sewer shall be connected to the storm sewer within sixty (60) days of the time a storm sewer becomes available.
- (C) Any combined sewer overflow impact from non-domestic sources shall be minimized by determining which non-domestic discharges, if any, are tributary to a combined sewer overflow and in order to control pollutants in these discharges, the Village may do as follows:
1. Require pretreatment to an acceptable condition for discharge into the public sewer.
  2. Require control over the quantities and rates of discharge.

**8-3-6: INSPECTIONS AND TESTS:****8-3-6.1: INSPECTION:**

- (A) All piping and appurtenances of any sewer or house sanitary connection shall be inspected by the SPW or his representative to ensure compliance with all the requirements of this Chapter, and to ensure that the installation and construction of the system are in accordance with the approved plans and specifications.
- (B) The SPW and other duly authorized employees of the Village, the IEPA, and the U.S. Environmental Protection Agency (USEPA), bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this Chapter.
- (C) It shall be unlawful for any person to make use of any new, reconstructed, or repaired sewer, or any part thereof, which has not been inspected and approved. The SPW is hereby authorized to disconnect any such newly constructed, reconstructed, or repaired sewer in operation, which has not been inspected and approved, and he may enter upon any public or private property for the purpose of such disconnection. It shall be the responsibility of the owner or his agent to reinstate, at his expense, by the approved methods and materials specified in this Chapter, any service so disconnected. (Ord. 96-4, 6-3-96)

**8-3-6.2: NOTIFICATION:**

- (A) It shall be the duty of the owner or his agent to notify the SPW or his representative, by telephone or in writing, not less than two (2) working hours before the inspection is requested to set a time for said inspection. If an inspection is desired outside of normal working hours or on a weekend or holiday, prior arrangements must be made. If such an inspection is allowed, the owner or his agent shall be responsible for such additional charges incurred by the Village, due to the inspection being requested outside of normal working hours. If the weekend or holiday or after-hours inspection is not considered feasible by the SPW, then the work must be scheduled such that the inspection can be accomplished during a normal work day.
- (B) If the SPW finds, on inspection, that the work or materials are not satisfactory, the owner or his agent shall remedy said defect and then notify as in subsection (A) above for a reinspection. One reinspection will be done for the original permit/inspection fee. If, upon reinspection, the work or materials are still not acceptable, an additional permit/inspection fee will be levied.

8-3-6.2

8-3-7.3

8-10-1

8-10-3

(C) No sewer excavation shall be backfilled until said sewer has been inspected and approved. (Ord. 96-4, 6-3-96)

8-3-6.3: **CONDEMNED MATERIALS:** The presence of any material near the site of the work, other than that approved, shall be sufficient cause for condemning part or all of the work. (Ord. 96-4, 6-3-96)

8-3-6.4: **DEFECTIVE WORK:** Whenever inspection discloses work which does not conform to the requirements of this Chapter, such defective work shall be corrected immediately, and the work shall be reinspected. (Ord. 96-4, 6-3-96)

8-3-7: **USE AND PROTECTION OF THE SEWER SYSTEM:**

8-3-7.1: **PURPOSE OF THE SANITARY SEWER SYSTEM:** The separate sanitary sewer system of the Village has been designed and built to carry away domestic sewage and industrial and commercial wastes as permitted, and has not been designed to carry storm water, surface water, or groundwater. Any act which shall cause any storm or surface water or groundwater to be conveyed to the sanitary sewers shall be directly contrary to the provisions of this Chapter, and is strictly prohibited. (Ord. 96-4, 6-3-96)

8-3-7.2: **USE OF PUBLIC SEWERS REQUIRED:**

(A) All property owners within the Village are required to attach any operating human waste disposal systems on their property to available sanitary sewer mains, in such a manner that no sewage is discharged except into said sanitary sewer mains. For the purpose of this Section, "available sanitary sewer main" shall mean any sanitary sewer main within two hundred feet (200') of any property line describing the lot in question which is tributary to the Village's wastewater facilities. Connection to an available sanitary sewer main is not required if the property has a septic system in effect on August 1, 2006 and the system is more than six hundred feet (600') from the sanitary sewer main. (amd. Ord. 06-22, 9-5-06)

(B) In those cases where there is an existing residential or commercial structure that is a source of domestic sewage, and that predates the "available sanitary sewer main" as defined herein, and is situated at a distance of two hundred feet (200') or less, measured normally from said main, the Board of Trustees may, by resolution, modify the mandatory connection provision of this Section. If a property is not required to connect to the sewer system, wastewater service charges will be applicable as if the property were connected. (Ord. 96-4, 6-3-96)

If the property owner is not notified in writing at least one hundred twenty (120) days prior to the construction of the sanitary sewer that comes within two hundred feet (200') of the property, the Village will reimburse up to thirty five hundred dollars (\$3500.00) of the cost of the connection in the Village right-of-way, upon submission of paid invoices. Property owner notification shall include the developer's name, address, and phone number; the approximate cost of providing a tee and lateral after the sanitary sewer is completed; and a copy of this ordinance. (amd. Ord. 07-13, 6-4-07)

8-3-7.3: **PROVISIONS FOR DISCHARGE OF WASTE AND SEWAGE:**

(A) Discharge of human waste at any time, in such manner or location so as to create a health hazard, shall be a violation of this Section, and said violation shall be subject to the penalties of this Chapter.

(B) The discharge of sewage in violation of any of the provisions of this Section shall constitute and is hereby declared to constitute a public nuisance.

(C) No existing septic tank or cesspool shall be connected in any way, directly or indirectly, to the public sewer system. Any septic tank or cesspool discovered due to required maintenance, repair, or pumping, shall be emptied, backfilled, and bypassed within thirty (30) days.

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CHAPTER 10  
DISCHARGING OF SUMP PUMPS AND PERIMETER TILES  
INTO SANITARY SEWERS

SECTION:

- 8-10-1: Purpose
- 8-10-2: Inspection Authorization
- 8-10-3: Testing Procedures
- 8-10-4: Court Action
- 8-10-5: Procedure To Secure Authorization
- 8-10-6: Notification Of Action Required
- 8-10-7: No Extensions
- 8-10-8: Grant Incentive
- 8-10-8.1: Grant Incentive - Repairs Only
- 8-10-9: Ineligibility For Grant
- 8-10-10: Monetary Penalty For Violation
- 8-10-11: Service Disconnection
- 8-10-12: Judicial Enforcement
- 8-10-13: Election Of Remedies
- 8-10-14: Owner Responsibility For Tenant
- 8-10-15: Effective Date For Grant Eligibility
- 8-10-16: Severability Clause

8-10-1: **PURPOSE:** This ordinance is adopted to set forth the procedures, including incentives, that will be used to enforce the provisions of Title 8, Chapter 3, Section 5.1 (C) of the Morton Municipal Code, which provides as follows: Sump pumps and footing perimeter tiles are expressly prohibited from discharging into the sanitary sewer.

8-10-2: **INSPECTION AUTHORIZATION:** The Superintendent of Public Works, or one or more of his designees, are authorized and directed to cause an inspection of the plumbing fixtures and facilities, downspouts, sump pumps, building drains, building sewers, yard drains, area drains, and building or lot storm water, surface water, or ground water drainage devices located on or used by premises located in the Village of Morton, in an effort to locate conditions which would permit storm water, surface water, or ground water to enter directly or indirectly the public sanitary sewer. In certain cases, an inspection may require more than one entry to the premises.

The SPW shall develop a plan to inspect premises in those areas that have experienced surcharging and those areas that may contribute to surcharging and shall implement said plan as soon as reasonably practical.

8-10-3: **TESTING PROCEDURES:** The SPW, or one or more of his designees, are authorized and directed to cause "smoke tests", "dye tests", "TV monitor tests", or any combination of such tests to be conducted within any "area subject to surcharging and any area that may contribute to surcharging" in order to locate conditions which would permit storm water, surface water, or ground water to enter a building sanitary drain, building sanitary sewer, or public sanitary sewer, or if the exact location of such conditions cannot be determined, to at least determine if, during such tests, water or dye placed in or on any such premises or in any storm water collection or diversion device located on such premises, reaches the public sanitary sewer or if smoke pumped into the public sanitary sewer emerges from locations on private property.

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The aforesaid testing shall be paid for by the Village of Morton, provided the owner and occupant of the premises have provided access for and consented to the inspection of the premises as provided in Section 5 of this Chapter. Notwithstanding any other provisions of this ordinance, in those cases where an owner resides in the premises, and there is more than one owner, the consent of one owner only is sufficient, and the consent of any other occupant is not needed.

Each owner and occupant of a premises shall provide access in the premises to allow the inspection. Access for the purposes of this ordinance is providing a cleanout as defined in Sections 890.740 and 890.750 in 77 Illinois Administrative Code Chapter 1, Subchapter r (1986) as now in effect or as may from time to time be amended. The owner and/or occupant must also remove any obstructions that prevent access to a cleanout.

If upon first inspection the Village of Morton determines that the owner and/or occupant does not have a proper cleanout (or it is obstructed), then the owner and/or occupant shall within thirty (30) days thereafter install a proper cleanout (or remove the obstruction) and allow the Village of Morton to accomplish the inspection.

In the event the owner and occupant of a premises do not consent to the inspection as provided in Section 5 of this Chapter, or provide access as defined in this Section, then the owner shall reimburse the Village of Morton for the cost of testing. The cost of said testing is determined to be five hundred dollars (\$500.00) and said amount shall be paid to the Village of Morton within thirty (30) days of the date the Village performed the testing. The payment of this cost shall not relieve the owner of a premises of the responsibility of otherwise complying with all of the terms of this ordinance.

**8-10-4: COURT ACTION:** If the Village of Morton is unable to secure the consent of the owner or occupant of the premises to conduct the inspection described in Section 2 of this Chapter (including the providing of proper access) then the corporation counsel of the Village of Morton is hereby authorized and directed to seek judicial authorization for the Village to enter the premises and conduct the inspection. In such action, corporation counsel may also seek reimbursement for the cost of testing.

**8-10-5: PROCEDURE TO SECURE AUTHORIZATION:** The SPW, or one or more of his designees, shall notify the owner and occupant of a premises that the Village of Morton desires to inspect the premises for the purposes set forth in this ordinance. If an owner resides in the premises, then notice need be given only to one owner and need not be given to any other occupant.

Notification shall be by personal contact or by written notice sent by first class mail. In those cases where an owner does not reside in the premises, the owner shall be notified by first class mail. If there is more than one owner of a premises, notice may be given to one owner only, and it shall be deemed to be constructive notice to all other owners.

Refusal to allow inspection shall be deemed to have occurred in the following events:

- (A) A verbal statement denying access for inspection made by an owner or occupant of the premises (in those cases where an owner does not reside in the premises) to the Village employee requesting such inspection;
- (B) In those cases where the Village has been unable to contact an owner and the occupant (in those cases where an owner does not reside in the premises) in person, then if there is no response to the written notice by the owner and occupant (in those cases where an owner does not reside in the premises) within thirty (30) days of the date the Village has mailed the written notice, allowing the Village of Morton to make the inspection within said thirty (30) day period, refusal shall be deemed to have occurred. Refusal means that the owner and occupant (in those cases where an owner does not reside in the premises) have not permitted inspection within said thirty (30) day period.

**8-10-6: NOTIFICATION OF ACTION REQUIRED:** After the Village has inspected the premises, either by voluntary consent or pursuant to authorization received by court, the Village shall notify the owner by written notice sent by first class mail if there is any violation of Title 8, Chapter 3, Section 5.1 (C) of the Morton Municipal Code.

The owner shall have the following periods to correct any violation:

- (A) If a sump pump is hooked into the sanitary sewer, it shall be unhooked within ten (10) days of such notice.
- (B) If a perimeter tile (or more than one) is hooked into the sanitary sewer, then all of such tiles shall be disconnected within one (1) year of the date of such notice. If the disconnect date falls in the months of March, April, or May, the effective date shall be May 31 of the same year.

**8-10-7: NO EXTENSIONS:** The time limits set forth in Section 8-10-6 of this Chapter are deemed to be critical to the procedures set forth herein, and to the orderly elimination of the problems cited herein. Therefore, no extensions to the time limits will be allowed, and failure to comply with same shall cause an owner to lose the grant referred to in Section 8 of this Chapter, and to be subject to the penalties and other actions set forth in Sections 10, 11, and 12 of this Chapter.

**8-10-8: GRANT INCENTIVE:** The owner of a premises shall be eligible to receive a grant of the lesser of five hundred dollars (\$500.00) or the reasonable costs of unhooking the perimeter tile from the sanitary sewer, if all of the following conditions are met:

- (A) An owner and the occupant (in those cases where an owner does not reside in the premises) have provided access as defined in Section 3 of this Chapter.
- (B) An owner and the occupant (in those cases where an owner does not reside in the premises) have voluntarily consented to and allowed an inspection of the premises within the time frame set forth in Section 5 of this Chapter.
- (C) The owner has disconnected the perimeter tile within the time limits prescribed in Section 6 of this Chapter. (There is no grant incentive for disconnecting a sump pump.)

With respect to the requirement of disconnecting perimeter tiles, all such work shall be done in accordance with all other ordinances of the Village of Morton. The owner and occupant (in those cases where an owner does not reside in the premises) shall allow the Village of Morton to inspect all work to ensure that it has been done in conformity with all ordinances.

**8-10-8.1: GRANT INCENTIVE - REPAIRS ONLY:** The owner shall also be eligible for a grant of the lesser of five hundred dollars (\$500.00) or the costs of repairing a sewer lateral provided the following conditions have been met:

- (A) The owner and occupant (in those cases where an owner does not reside in the premises) have complied with all provisions of Ordinance No. 93-26.
- (B) The problem with the sewer lateral was discovered pursuant to one of the testing procedures set forth in Ordinance No. 93-26.
- (C) The owner repairs the sewer lateral in a manner satisfactory to the Village of Morton with the repair to be accomplished within one (1) year of the date of the test.
- (D) The owner shall provide satisfactory proof to the Village of Morton of the costs of the repair.

8-10-8

8-10-14

(E) With respect to those owners who have repaired a sewer lateral prior to May 15, 2000, and otherwise meet all criteria of this section, they shall also be eligible for the grant.

The grant shall be paid only to the owner of the property at the time of the repair. The owner shall provide satisfactory proof to the Village within ninety (90) days of notification of same by the Village of their eligibility.

8-10-9: **INELIGIBILITY FOR GRANT:** An owner shall be ineligible to receive a grant if he or she or the occupant (in those cases where an owner does not reside in the premises) have done any of the following:

- (A) Failed to provide access or remove any obstruction to access as defined in Section 3 of this Chapter.
- (B) Failed to consent and allow inspection of the premises within the time period set forth in Section 5 of this Chapter. Failure to allow inspection includes withholding of consent by an occupant of the premises in those cases where an owner does not reside in the premises.
- (C) Failed to complete all corrective action within the time period set forth in Section 6 of this Chapter.
- (D) Failed to comply with any other provisions of this ordinance.

8-10-10: **MONETARY PENALTY FOR VIOLATION:** Any person who violates, neglects, or refuses to comply with, or who resists or opposes the enforcement of any provision of this Ordinance shall, upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), and such person shall be deemed guilty of a separate offense for each and every day during which said violation, neglect, or refusal to comply with the provisions of this Ordinance shall continue.

8-10-11: **SERVICE DISCONNECTION:** In the event an owner and an occupant (in those cases where an owner does not reside in the premises) refuse to agree to the inspection of the premises, or otherwise fail to comply with any of the provisions of this Ordinance, then the Village of Morton shall have the right to terminate the sewer service to the premises. In the event the Village elects to terminate the sewer service, the procedures set forth in Title 8, Chapter 3, Section 12 (C), (D), and (E) of this Code shall apply.

8-10-12: **JUDICIAL ENFORCEMENT:** In addition to any other remedies the Village of Morton has, it may elect to obtain an order from a court of competent jurisdiction requiring an owner to comply with the provisions of this ordinance.

8-10-13: **ELECTION OF REMEDIES:** Any of the provisions of Sections 10, 11, and 12 of this Chapter may be used by the Village of Morton, and they are not mutually exclusive.

8-10-14: **OWNER RESPONSIBILITY FOR TENANT:** In certain cases the occupant of a premises will not be the owner of the premises. Notice of actions required by this ordinance will be given to the owner of the premises. It shall be the responsibility of the owner to secure the consent and cooperation of all occupants for all procedures required by this ordinance, and if the owner does not or is unable to secure for any reason whatsoever the consent and cooperation of all occupants of a premises as to any procedure, then the owner shall be subject to all remedies provided for in this ordinance, and shall be responsible for the payment of all testing costs.

Owner is used in the singular in this ordinance. Where there is more than one owner of a premises, notice need be given to only one owner, and consent may be obtained from one owner only. Occupant is used in the singular in this ordinance. Notice or consent need be given to or obtained from only one occupant in those cases where an owner does not reside in the premises. (This is in addition to the notice and consent required by an owner.)

8-10-15

8-10-16

8-10-15: **EFFECTIVE DATE FOR GRANT ELIGIBILITY:** Any owner who has previously disconnected perimeter tile from the sanitary sewer after May 3, 1993, shall be eligible for the grant provided herein, subject to the following conditions:

- (A) The owner complied with all ordinances of the Village of Morton with respect to the work performed.
- (B) The owner had the Village of Morton inspect the work after it was completed.

8-10-16: **SEVERABILITY CLAUSE:** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, or application thereof to any person, firm, corporation, public agency, or circumstance is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof, it is hereby declared to be the legislative intent of the Board of Trustees that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not then been included.

Board of Trustees  
Donald E. Eckmann  
President  
Wallace D. Van Buren  
Vice President  
David J. Morrill  
Clerk

## Downers Grove Sanitary District

2710 Curtiss Street  
P.O. Box 1412  
Downers Grove, IL 60515-0703  
Phone: 630-969-0664  
Fax: 630-969-0827

Providing a Better Environment for South Central DuPage County

Staff  
Lawrence C. Cox  
General Manager  
Ralph E. Smith, Jr.  
Operations Director  
Sheila K. Henschel  
Administrative Services  
Director  
Legal Counsel  
Michael C. Wiedel

### BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM

Effective July 1, 2002, the Downers Grove Sanitary District implemented a Building Sanitary Service Repair Assistance Program. The District will repair, rehabilitate or replace a building sanitary service under certain conditions. If you are interested in this program, carefully review the enclosed material which includes the following:

- Application for Participation
- Program Requirements – Building Sanitary Service Repair Assistance Program
- Agreement – Building Sanitary Service Repair Assistance Program
- Building Sanitary Service Access Agreement
- Program Requirements – Private Property Infiltration and Inflow Removal Program

After review of the enclosed material, please call our office if you have any questions or need any additional information. If you would like to apply for this program, please complete and return the one-page Application for Participation form.

### APPLICATION FOR PARTICIPATION IN DOWNERS GROVE SANITARY DISTRICT BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM

I/We hereby request participation in the Downers Grove Sanitary District Building Sanitary Service Repair Assistance Program, hereinafter called the "Program."

I/We own, and this application is for, the following described property:

Address: \_\_\_\_\_  
\_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel Number (P.I.N.): \_\_\_\_\_ (You may obtain the Parcel  
Number (P.I.N.) for your property from your real estate tax bill.)

I/We have received a copy of the Program Requirements attached to and made a part of this application.

I/We agree to allow the Downers Grove Sanitary District or its representatives to make any and all inspections and testing as detailed in the Program Requirements.

I/We have received sample copies of the Agreement for Building Sanitary Service Repair Assistance Program and the Access Agreement and understand that said Agreements must be signed in order to participate in the Program.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OWNER(S)

\_\_\_\_\_  
Printed Name Signature

\_\_\_\_\_  
Printed Name Signature

\_\_\_\_\_  
Telephone Number

**NOTE – If this property is held in a land trust, please submit a copy of the trust agreement or a certificate from the trustee of the trust which discloses all beneficiaries having any interest in this property, states that the trust is in full force and effect, that the trust currently owns the property and the trustee signs and dates the letter. If any of these beneficiaries are a corporation, the identity of all corporate shareholders must also be disclosed.**

APPROVED MAY, 2002

DOWNERS GROVE SANITARY DISTRICT  
BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM

PROGRAM REQUIREMENTS

The District will repair, rehabilitate or replace a building sanitary service under certain conditions as detailed in this program. This program will provide a mechanism for the District to be certain that said repairs are performed properly, to reduce or eliminate infiltration and inflow, and insure that repairs are made in a manner which protects the integrity of the public sanitary sewer system.

The District has determined that certain requirements for the Building Sanitary Service Repair Assistance Program are necessary to protect the integrity of such a program and the financial well-being of the District.

A building sanitary service repair assistance program is hereby implemented under the following conditions and requirements:

- 1) A building sanitary service is defined as the entire private sanitary sewer service line from the building to the District public sanitary sewer line including the point of connection (such as a wye, tee or break-in connection) as defined by District ordinance.
- 2) This program applies to all buildings connected to the Downers Grove Sanitary District collection system.
- 3) This program shall be effective July 1, 2002.
- 4) This program is limited to funds budgeted for the program. Funding levels may be changed or eliminated based on the District's annual review of the program.
- 5) Priorization of applications shall be at the sole discretion of the District. For purposes of prioritizing applications, the District may consider the severity of the problem, costs for corrective measures, time constraints, future work that may be applicable to that location, and such other considerations as the District deems necessary.
- 6) An owner desiring to participate in this program must complete and submit a signed Application for Participation, a Building Sanitary Service Repair Assistance Agreement and an Access Agreement. The Building Sanitary Service Repair Assistance Agreement shall include, among other items, a clause whereby the Owner releases and waives any claim of liability against the District from any sanitary sewer backups or any consequence of their participation in the program including, the District's determination of corrective actions, selection of the contractor to be utilized, implementation and completion of the corrective action, or the owner's eligibility, participation or funding priority in this program.

- 7) The program will be evaluated annually and the District may change or eliminate the program.
- 8) The District will pay for the repair, replacement, or rehabilitation of a building sanitary service and reasonable restoration.
- 9) In accordance with District ordinances, the owner of the property retains ownership of the entire building sanitary service and nothing contained in this program, its underlying ordinances, or administration of the program shall transfer ownership for any portion of the building sanitary service to the District.
- 10) In accordance with District ordinances, the owner of the property is responsible for all maintenance and operation of the building sanitary service. Maintenance and operation as defined by District ordinance means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and a good state of repair (including but not limited to preventing any obstruction or extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the functions and producing the final results and purposes said facilities are intended to perform. Types of maintenance activities may include, but are not limited to, any and all work necessary to keep the entire length of the building sanitary service in working condition and free of infiltration and inflow, including televising, rodding, cleaning, root cutting or other root eradication procedures, removal of materials or debris, or repair, replacement or rehabilitation. Nothing contained in this program, its underlying ordinances, or administration of the program shall transfer maintenance for any portion of the building sanitary service to the District.
- 11) An owner desiring to participate in this program must apply for the District Private Property Infiltration and Inflow Removal Program and complete all work required under that program, either prior to or concurrent with this program
- 12) The District exercises no authority or responsibility for trees located in the public right-of-way. Property owners who believe that public right of way trees may be causing or contributing to building sanitary service problems should direct their concerns to the appropriate municipality.
- 13) If at any time, the District makes any repair, replacement, or rehabilitation or other work to relieve a building sanitary service problem, the owner must agree to allow the District to install a clean out.
- 14) In order to be eligible for this program, the following steps are required:
  - a) The owner must have experienced a minimum of three building sanitary service backup incidents in a two year period. The District must have been notified and allowed to investigate each of the building sanitary service

backups including the corrective measures taken by the owner. Investigation may include visiting the site, viewing and copying any invoices for costs incurred, contact with any contractor who performed work at the site, and inspecting any work performed at the site. If, after investigation, the District determines that the work was not completed properly and thoroughly and in a manner which could reasonably be expected to relieve the immediate problem and prevent future problems, that situation will not be considered one of the three building sanitary service backups towards eligibility in this program.

- b) Upon investigation of the third backup, the District shall have sole responsibility and authority to determine if the cause of the repeated maintenance activity by the homeowner is a problem which requires repair, rehabilitation or replacement. The District shall have sole authority to determine if the repair, rehabilitation or replacement is eligible under this program. If this determination is made, the District shall have authority to determine corrective measures and may contract for or use its own personnel to make any rodding, repair, replacement or rehabilitation of the building sanitary service. The District shall have no obligation to use any contractor who may already be at the job site at the request of the homeowner.
  - c) The District reserves the right to waive the requirement contained in Item 14b above and proceed to provide assistance as provided by this program in the case of a total blockage of the building sanitary service, where the District has determined that maintenance by the owner shall not relieve said blockage.
  - d) The District shall have sole responsibility and authority to determine the cause of a total blockage of the building sanitary service. If this determination is made, the District shall have authority to determine corrective measures and may contract for or use its own personnel to make any rodding, repair, replacement or rehabilitation of the building sanitary service. The District shall have no obligation to use any contractor who may already be at the job site at the request of the homeowner.
  - e) Blockages of the building sanitary service determined by the District to be caused by actions of the property owner or resident of the premises shall not be eligible under this program.
- 15) The District's assistance is limited to the actual costs incurred by the District for investigation, repair, replacement, rehabilitation, rodding or restoration of the building sanitary service.
  - 16) The General Manager may, in his discretion, provide a waiver of those program requirements listed above which he deems appropriate based on his evaluation of the individual circumstances related to a request for financial assistance.
  - 17) The District shall have the sole authority to determine eligibility for participation, prioritization of request and compliance with all requirements for the program and District ordinances.

**SAMPLE - DO NOT SIGN AT THIS TIME**

**AGREEMENT  
FOR BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Downers Grove Sanitary District ("District") and \_\_\_\_\_ ("Owners") of the premises located at:

Address: \_\_\_\_\_  
\_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_

P.I.N.: \_\_\_\_\_

Whereas, the District has a Building Sanitary Service Repair Assistance Program ("Program"), and

Whereas, Owners hereby request participation in the Downers Grove Sanitary District Building Sanitary Service Repair Assistance Program.

Now, therefore, in consideration of the mutual covenants contained herein, the District and the Owner hereby agree to the following terms and conditions:

- 1) Owners have read and understand the Building Sanitary Service Repair Assistance Program Requirements attached to and made a part of this Agreement.
- 2) Owners understand that participation in the Building Sanitary Service Repair Assistance Program requires compliance with the District's Private Property Infiltration and Inflow Removal Program.
- 3) Owners understand that participation in the Building Sanitary Service Repair Assistance Program requires execution of an Access Agreement.
- 4) Owners agree to allow the District employees, engineers, contractors and agents reasonable access to the subject property for the completion of all work required under the Program.
- 5) Upon compliance of Owners with all terms and conditions as stated in the program information, the District will provide assistance to the Owners as allowed by the program.

- 6) Owners agree that if they fail to comply with all terms and conditions as stated in the program requirements, they shall be liable to the District for any and all costs incurred by the District for any work performed at the subject premises in the course of providing assistance under this program.
- 7) The Owners agree to retain ownership and maintenance responsibilities for the building sanitary service serving the subject property and nothing contained herein shall transfer ownership or maintenance responsibilities of the building sanitary service to the District.
- 8) Owners agree to release and waive any claim, suit or liability and to indemnify and hold harmless the Downers Grove Sanitary District, its trustees, officers, employees, engineers and agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with any previous sanitary sewer backups or the undersigned's participation in this program. This covenant shall include, but not be limited to, any consequence of their participation in the program including, the District's determination of corrective actions, selection of the contractor to be utilized, implementation and completion of the corrective action, or the owners eligibility, participation or funding priority in this program.
- 9) Owners state that they are the owners of the premises listed above, and that they have read and understand this Agreement.

DOWNERS GROVE SANITARY DISTRICT

OWNER(S)

\_\_\_\_\_  
Lawrence C. Cox, General Manager

\_\_\_\_\_  
SAMPLE - DO NOT SIGN AT THIS TIME

**SAMPLE - DO NOT SIGN AT THIS TIME**

STATE OF ILLINOIS    )  
                                  )SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

PREPARED BY:  
Michael C. Wiedel, Attorney  
4915 Main Street  
Downers Grove, IL 60515

**SAMPLE - DO NOT SIGN AT THIS TIME**

**BUILDING SANITARY SERVICE ACCESS AGREEMENT**

In consideration of good and valuable consideration, receipt and sufficiency of which are hereby expressly acknowledged, \_\_\_\_\_ (hereinafter referred to as "Grantor"), legal owner of the below described property, hereby warrants, grants and conveys to the DOWNS GROVE SANITARY DISTRICT, a body politic and corporate of DuPage County, Illinois, (hereinafter referred to as "Sanitary District") its engineers, contractors, agents, successors and assigns, the right to inspect, test, measure flows or otherwise monitor each underground building sanitary service and the right of access thereto, in, upon, under, over, through and across the land over each building sanitary service from the property line to each building located on the following described property:

P.I.N.: \_\_\_\_\_

Common Address: \_\_\_\_\_

The access for said building sanitary service, herein granted, is subject to the following terms and covenants, which the Sanitary District expressly acknowledges, undertakes and agrees to fulfill, to-wit:

1. This access shall not unreasonably interfere with the use and enjoyment of the Grantor's property, by the Grantor, its successors and assigns.
2. In the event that a building sanitary service requires repair, reconstruction, rehabilitation or replacement, Grantor agrees to cooperate with the Sanitary District to allow reasonable additional access for such work. The responsibility for the repair, reconstruction, rehabilitation or replacement shall be governed by ordinances of the Sanitary District in effect as of the date of this agreement and as subsequently amended from time to time.
3. If the surface of the subject property is disturbed by the Sanitary District, its engineers, contractors, agents, successors or assigns, at any time, and from time to time, by the inspection, testing, reconstruction, rehabilitation, repair or replacement in connection with said building sanitary service, the Sanitary District shall, at its sole cost and expense, repair and restore any disturbed property to substantially the same condition that existed immediately prior to such disturbances, including, without limitation, necessary repairs and replacement of paving and landscaping.
4. Grantor agrees that the operation and maintenance of said building sanitary service shall be governed by ordinances of the Sanitary District in effect as of the date of this agreement and as subsequently amended from time to time.

The Sanitary District, as a condition of rights granted to it by this agreement, hereby agrees to protect, indemnify and hold the owners of the above described property harmless from and against any and all claims, demands, causes of action, losses, suits, liabilities, judgements and decrees relating to the use of this access agreement, and the costs and expenses (including attorney's fees) incident to the defense of and by such owners, in any manner caused by, resulting from, growing out of, connected with, or in any way attributable to its use of this access agreement.

Grantor does hereby warrant that he/she is the legal owner of the above described property. "Grantor" when used herein is intended to refer to the holder or holders from time to time of title to the Tract and to any portions thereof. All provisions of this Agreement, including the benefits of burdens, are hereby declared to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, as well as, the future owners of any

part of the land subject to any easements created hereby. This agreement will be recorded with the DuPage County Recorder of Deeds to serve as notice to future owners of the subject property.

For the consideration expressed herein, the Sanitary District joins in the execution of this document for the purpose of accepting, consenting and agreeing to the terms and obligations contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DOWNERS GROVE SANITARY DISTRICT

SAMPLE - DO NOT SIGN AT THIS TIME

BY: \_\_\_\_\_  
General Manager

ATTEST: \_\_\_\_\_  
Assistant Clerk

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

Prepared By: Michael C. Wiedel, 4915 Main Street, Downers Grove, Illinois 60515  
Mail To: Downers Grove Sanitary District, 2710 Curtiss Street, Downers Grove, Illinois 60515

APPROVED MAY 2001  
REVISED OCTOBER 2001

DOWNERS GROVE SANITARY DISTRICT  
PRIVATE PROPERTY INFILTRATION AND INFLOW REMOVAL PROGRAM

PROGRAM REQUIREMENTS

BACKGROUND

District ordinances prohibit the discharge of any stormwater, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or any flows other than wastewater into the District sanitary sewer system. These flows, referred to as infiltration and inflow or I/I, overload the sanitary system, resulting in the backup of raw sewage into basements and the overflow of raw sewage from manholes. Infiltration and inflow (I/I) can be contributed from private property through direct footing drain connections, indirect footing drain connections, sump pumps, downspouts or roof drains, driveway drains, area drains, patio or yard drains, leaking sanitary or ejector sump pits, leaks in subsurface sanitary waste piping or the building sanitary service, etc. In 1973, the District began inspecting buildings to identify downspout and sump pump connections which contributed I/I to the sanitary sewer system. Property owners were requested to correct any downspout or sump pump connection which contributed I/I and these corrections have been completed at the property owner's expense. A copy is attached of those sections of District ordinances which prohibit the discharge of I/I into the sanitary sewer system, provide for District inspections to identify such sources and require the correction of any such illegal connections.

Unfortunately, the District sanitary sewer system continues to receive high levels of I/I. Normal flows to the District Wastewater Treatment Center during dry weather average 8 million gallons per day. During significant rainfall or snow melting events, these flows reach peak flow rates in excess of 80 million gallons per day. The majority of these I/I flows are coming from private property. As a result, in order to reduce I/I, the District must now identify and correct the remaining I/I sources, such as direct footing drain connections, indirect footing drain connections, driveway drains, area, patio or yard drains, and leaks in subsurface sanitary waste piping or the building sanitary service. These sources have not previously been addressed because of the cost of identification and correction. The District developed this Private Property Infiltration and Inflow Removal Program to address these I/I sources.

PROGRAM REQUIREMENTS

The District will provide assistance to property owners to identify and remove infiltration and inflow sources located on their property as detailed in this program. This program is being implemented to recognize that the removal of infiltration and inflow from the District sanitary sewer system benefits all users of the system and, therefore, the costs of this removal should be borne by all users as a system cost. This program will also provide a mechanism to insure that this work is performed properly and in a manner which protects the integrity of the District sanitary sewer system.

The District has determined that certain requirements for the Private Property Infiltration and Inflow Removal Program are necessary to protect the integrity of such a program and the financial well being of the District.

A private property infiltration and inflow removal assistance program is hereby implemented under the following conditions and requirements:

- 1) The following I/I sources are eligible for removal under this program: direct footing drain connections, indirect footing drain connections, driveway drains, area drains, patio or yard drains, leaking plumbing waste lines, or leaks in subsurface sanitary waste piping or the building sanitary service. The following I/I sources are not eligible for removal under this program and must be removed at the owner's sole expense: sump pumps, downspouts, or roof drains.
- 2) This program applies to all buildings connected to the Downers Grove Sanitary District sanitary sewer system which meet one of the following criteria:
  - a) Building is located within an area selected by the District for infiltration and inflow removal.
  - b) Building owner has applied for the District Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices.
- 3) This program shall be effective June 4, 2001.
- 4) The program will be evaluated annually and the District may change or eliminate the program.
- 5) This program is limited to funds budgeted for the program. Funding levels may be changed or eliminated based on the District's annual review of the program.
- 6) Prioritization of applications shall be at the sole discretion of the District. For purposes of prioritizing applications, the District may consider the severity of the I/I flows, costs for corrective measures, time constraints, and such other considerations as the District deems necessary.
- 7) An owner desiring to participate in this program must sign an Agreement for Private Property Infiltration and Inflow Removal (hereinafter referred to as the "Program Agreement") and a Building Sanitary Service Access Agreement (hereinafter referred to as the "Access Agreement"). Said Program Agreement shall include, among other items, a clause whereby the Owner releases and waives any claim of liability against the District from any consequence of their participation in the program including, the District's determination of corrective actions, selection of the contractor to be utilized, implementation and completion of the corrective action, or the owner's eligibility, participation or funding priority in this program.

- 8) The District will pay for the costs of identifying and removing all eligible I/I sources, including testing; televising; installation of storm water sump pits, pumps and piping; disconnection of existing drains from the sanitary sewer and connection to a storm water sump or piping; repair, rehabilitation or replacement of subsurface sanitary waste piping or the building sanitary service, and reasonable restoration. The installation of a footing tile drainage system is not eligible for assistance under this program.
- 9) The property owner retains ownership and operation, maintenance and replacement responsibility for all sump pumps, piping, connections and appurtenances which may be installed under this program. Nothing contained in this program shall transfer ownership or operation, maintenance or replacement responsibility for these facilities to the District.
- 10) The property owner retains ownership and maintenance responsibilities for the building sanitary service serving the subject property and nothing contained in this program shall transfer ownership or maintenance responsibilities of the building sanitary service to the District.
- 11) The District's assistance is limited to the actual costs incurred for the eligible work contained in this program.
- 12) This program includes the following steps:
  - a) Letter is sent to property owner explaining the program and requesting that the owner schedule the preliminary inspection of the building.
  - b) District personnel conduct preliminary inspection of building, take measurements, interview owner, complete inspection form, and take photos or videos, as appropriate. District schedules date for second inspection with the owner.
  - c) District conducts second inspection including televising and locating all subsurface sanitary waste piping and the building sanitary service, dye testing all outside drains and any suspect downspouts, and performing flood and/or dye test to ascertain leaks and footing tile.
  - d) Based upon review of all data, the I/I quantity from each source is estimated and a cost-effective rehabilitation method is developed by the District.
  - e) The District provides the owner with written findings of the inspections, the recommended rehabilitation method(s) and the eligibility of these methods under this program. These items are reviewed and discussed with the owner during a follow-up site visit.

- f) The District schedules site visits with the owner and appropriate contractors to review the proposed work and to assist the contractors in the preparation of proposals for the completion of the recommended repairs.
  - g) The District receives proposals from contractors, evaluates each proposal and selects the lowest, responsible proposals for the work.
  - h) The District prepares and sends to the property owner for signature the Program Agreement and the Access Agreement.
  - i) The property owner signs and returns to the District the Program Agreement and the Access Agreement. The District schedules the work with the owner and the contractors.
  - j) The contractors complete the work. The District inspects the work and performs any appropriate testing. The Village also inspects the work.
  - k) Upon acceptance, the District pays the contractors for the work.
- 13) The General Manager may, in his discretion, provide a waiver of those program requirements listed above which he deems appropriate based on his evaluation of the individual circumstances.
- 14) The District shall have the sole authority to determine eligibility for participation, prioritization of requests and compliance with all requirements for the program and District ordinances.

EXCERPT FROM DISTRICT ORDINANCES

ARTICLE II - USE OF PUBLIC SEWERS

Section 4. No person shall discharge or cause to be discharged into the sanitary sewer system any storm water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, industrial cooling operations, or any flows other than wastewater.

Section 4.1. The proper maintenance and operation of a building sanitary service to and including the point of connection (such as a wye, tee or break-in connection) to the public sanitary sewer shall be the responsibility of the owner of the premises served by said building sanitary service. Maintenance means keeping the building sanitary service in satisfactory working condition and a good state of repair (including but not limited to preventing any obstruction or extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sanitary sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the functions and producing the final results and purposes said facilities are intended to perform, discharge or produce. The District may, in its sole discretion, make repairs to any portion of a building sanitary service located within a public right-of-way or public easement which is found during District investigations to allow the entry of extraneous materials or flows into the public sanitary sewer or to pose a health or safety hazard to the general public and the District may seek reimbursement for the costs of any such repairs from the owner of the premises served by said building sanitary service.

Section 4.2. All downspouts or roof drains shall discharge onto the ground or be connected to storm sewers, drainage ditches or storm drainage systems. Footing drains shall be connected to sump pumps and discharge shall be made into storm sewers, drainage ditches or storm drainage systems. Sump pumps installed to receive and discharge ground waters or other storm water shall be connected to storm sewers or discharge onto the ground or into a drainage ditch or storm drainage system through a rigid discharge pipe, without any valving or quick connections for altering the path of discharge. Sump pumps installed to receive and discharge floor drain flow, laundry tubs or other wastewater shall be connected to the sanitary sewers pursuant to this ordinance. A sump pump shall be used for one function only, either the discharge of storm waters or the discharge of wastewater.

Section 4.3. The Manager shall cause to be made periodic visual outside inspections of all properties within the District, with specific attention to downspouts, roof drains and other visible or outside connections and shall request the property owner or property occupant to permit entry into the premises for the making of additional inspection of the premises to ascertain if illegal connections are present. Upon completion of the visual outside and inside inspection, the Manager will advise the property owner, in writing, if any illegal connections are observed, and will advise on the matter of corrections for compliance with the provisions of this ordinance. If corrections are to be made, the District will, at no expense to the owner, make further inspection of the corrections to insure compliance with this ordinance.

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Section 4.4. If entrance to property is denied an employee or agent of the District, the Manager shall serve notice requiring, within a period of 30 days, a written affidavit by a Licensed Professional Engineer that the sanitary sewer system of the subject property complies in all respects to the requirements and specifications of this ordinance and that no storm water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, industrial cooling operations, or any flows other than wastewater are discharged into the sanitary sewer system from the subject property. In the event the property owner fails to provide the aforementioned affidavit within 30 days, the Manager shall commence action to terminate sanitary sewer service to the property remaining in non-compliance.

Section 4.5. In the event any property is in non-compliance with the provisions of Subsection 4.3 or 4.4 after the 30 day notice, that property shall be deemed continuing in non-compliance until there is paid to the District a sum in United States currency equal to all costs incurred by the District, including but not limited to clerical costs, mailing costs, service fees, attorneys fees, court costs, and all other reasonable fees and expenses incurred in commencing action to terminate the sanitary sewer service to the property or in terminating or restoring sanitary sewer service to the property in non-compliance.

Section 4.6. In addition to visual inspections on the outside and inside of the premises, the District may make other lawful tests and inspections of the sanitary sewer system as it deems necessary in order to locate such illegal connections and sources of extraneous flows as may exist. The District, at its option, may also invoke other legal powers vested in it or implied by the Illinois Compiled Statutes for the protection of the health and welfare of the public, and institute such legal action as it deems necessary to discover and order the disconnection of any illegal connections that may exist.

NORTH TAHOE PUBLIC UTILITY DISTRICT

ORDINANCE NO. 100

AMENDED BY ORDINANCE NO. 139

SECTION 2. GENERAL REGULATIONS

2.03 APPLICABILITY:

- B. All service laterals, including those serving residential, multiple residential and commercial, connected to a District sanitary sewer shall be cleaned and tested in accordance with SECTION 4, herein, under occurrence of any of the following conditions:
1. Remodeling of the house, building or property served to an extent of more than fifty percent (50%), as determined by Placer County assessed valuation, or
  2. Installation of additional toilet facilities in the house, building or property served, or
  3. Change of use of the house, building or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial, or
  4. Upon repair or replacement of all or part of the building sewer, or
  5. Upon addition to structures of living quarters, such as guest cabins on the property served or plumbing of garages into living quarters, or
  - ✓ 6. Prior to close of escrow upon a sale of the house, building or property served, or
  7. Upon determination of the General Manager that the cleaning and testing is required for the protection of the public health, safety and welfare.

SECTION 3. MATERIALS

3.03 MATERIALS:

- A. Pipe shall be a minimum of four inches (4") in (nominal) inside diameter. Pipe material shall be one of the following:
1. Asbestos Cement Pipe (ACP) class 2400, maximum length six feet, six inches (6'6") conforming to ASTM C-420.
  2. Polyvinyl chloride pipe (PVC) SDR 35 or PS 46, maximum length twenty (20') feet conforming to ASTM D-3034 and F-789 (for PS 46 type).
  3. Cast Iron Pipe (CI) maximum length ten (10') feet conforming to ANSI A 21.11 & 21.6 Class 22.
- B. All joints shall be of bell and spigot construction or by formed fittings of the same class and type as the connecting pipe, utilizing O-ring rubber gaskets for sealing, or for cast iron "No Hub" type joints. Transition joints between different pipe materials shall be "Caulder" or equal. Cleanouts shall be constructed of the same material as the service lateral and shall include a manufactured wye fitting. The cleanout box shall be approximately 11 x 17 with a lid marked "SEWER". The lid shall be a metal traffic lid. Box shall be "Christy" B-9 or equal.
- C. Bedding and initial backfill shall be sand or native material provided that there shall be no particles greater than three-fourths (3/4") inch largest dimension.

3.04 MANNER OF CONSTRUCTION:

- G. Cleanouts shall be provided at the property line, at all bends 45 degrees or greater in the service lateral, at or within five (5) feet of the structure foundation and at intervals such that the distance between cleanouts does not exceed seventy-five (75') feet. The cleanout pipe shall be brought up to four (4") inches below finished grade by straight sections of the pipe, and a watertight cap of the same material as the pipe installed. The cleanout shall have a box installed one half (1/2") inch below grade in paved driveways and undeveloped areas, and one (1") inch below grade with a two (2") inch thick, three (3') foot square asphalt or a four (4") inch thick, three (3') foot square concrete apron in unpaved driveways.

#### SECTION 4. TESTING

##### 4.04 TESTING OF EXISTING SEWER LATERALS:

- A. It shall be unlawful for any owner of a house, building, or property connected to a District sanitary sewer to maintain the building sewer in a condition where leakage is such that the tests contained herein cannot be successfully accomplished.
- B. If a cleanout has not been installed at the property line, a cleanout shall be installed prior to cleaning and testing. The property owner shall be responsible for such installation.
- C. The owner of any house, building, or property shall conduct all cleaning and testing required at his sole expense and shall notify the District in 24 hours prior to cleaning and testing. Operations conducted without such notice shall not satisfy the requirements of this Section.
- D. Testing with water shall be for five (5) minutes with a fall of one (1") inch allowed in the standpipe or other suitable test location. Testing with air shall be at a pressure of 3.5 psi with an allowable drop of 1/2 psi in two (2) minutes after a (2) minute stabilization period. In the event that a service lateral fails, the owner shall cause corrective work and retesting to be performed within thirty (30) days from the date of the original test.
- E. After a second failure, the property owner shall bear all costs incurred by the District for further testing on a time and material basis.
- F. If a sewer line fails the testing as specified herein, it shall be repaired or replaced in accordance with manufacturers recommendations or specifications contained herein. Patch repairs shall not be made using cement grout, glues, epoxies, or other fillers. Damaged portions of the pipe shall be cut out and replaced. Replacement sections of the pipe shall be of a material and classification as approved in Section 3.03, MATERIALS. The pipeline shall be buried the minimum depth (30") as specified in Section 3.04, H.
- G. Cleaning and testing shall be completed within thirty (30) days. In the event that cleaning and testing would be required during the period from November 1, to April 15 or during other such periods when such work would be impractical due to weather conditions, the Manager may defer such requirement upon posting of a performance bond with the District in an amount equal to one hundred twenty-five (125%) percent of the Engineer's estimate of the cost of replacing the building sewer. In place of a performance bond, the owner may escrow funds in an amount equal to one hundred twenty-five (125%) percent of the Engineer's estimate, if the property is being sold. Funds escrowed will not be released without written notification by the District to the title company holding such funds. In such case, the cleaning and testing must be performed by June 15 of the following year.
- H. In the event that any service lateral has not been prepared and a test requested by the owner ninety (90) days after notification that testing is required, the District shall install a cleanout at the property line, test the service lateral, and charge the property owner for all expenses incurred.
- I. The Manager shall have the power to waive cleaning and testing requirements if the building sewer has been installed and tested by the District within a prior eight (8) year period or tested within a prior five (5) year period and there is good reason to believe that such testing is not necessary.
- J. The District shall not conduct tests at the request of the property owner unless the Manager determines that such testing is necessary or will be necessary within a reasonable time.
- K. Nothing herein shall constitute a warranty by the District of the soundness or ability of the service lateral to accomplish its purpose or to remain in compliance with this Ordinance.

#### SECTION 10. PENALTIES

##### 10.01 GENERAL:

All persons subject to the provisions of this Ordinance shall be subject to penalties as set forth in this section for violations of the Ordinance.

10.03 VIOLATIONS:

All persons performing work under this Ordinance shall be responsible for any and all acts of their agents or employees in connection with said work. Any person found to be violating any provision of this Ordinance shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violation.

Any person who shall continue any violation beyond the limit specified in the written notice above, shall be subject to disconnection from the District's sanitary sewer system upon five (5) days written notice, or shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined an amount not exceeding five hundred (\$500.00) dollars or be imprisoned for not more than six months (6) in the County jail, or penalized by both said fine and imprisonment for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss, or damage occasioned the District by reason of such violation.

SECTION 12. SEVERABILITY

12.03 EFFECTIVE DATE OF ORDINANCES

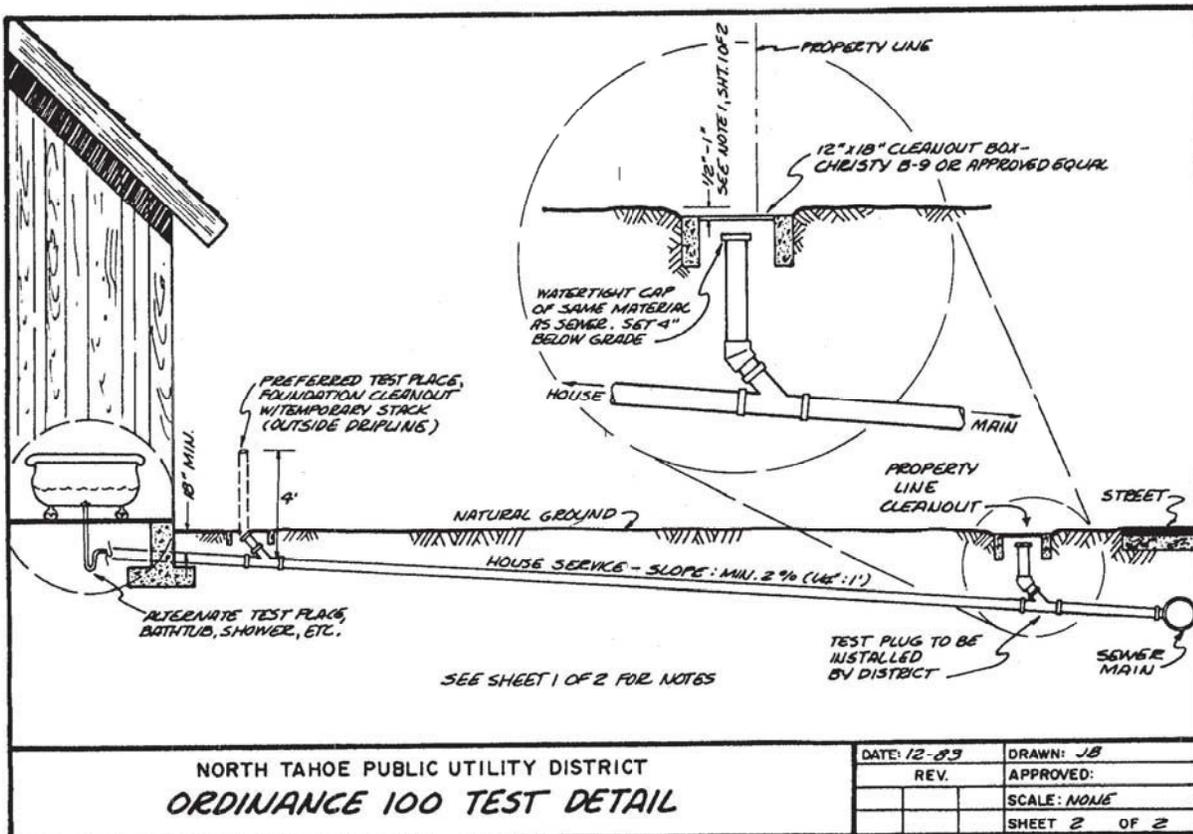
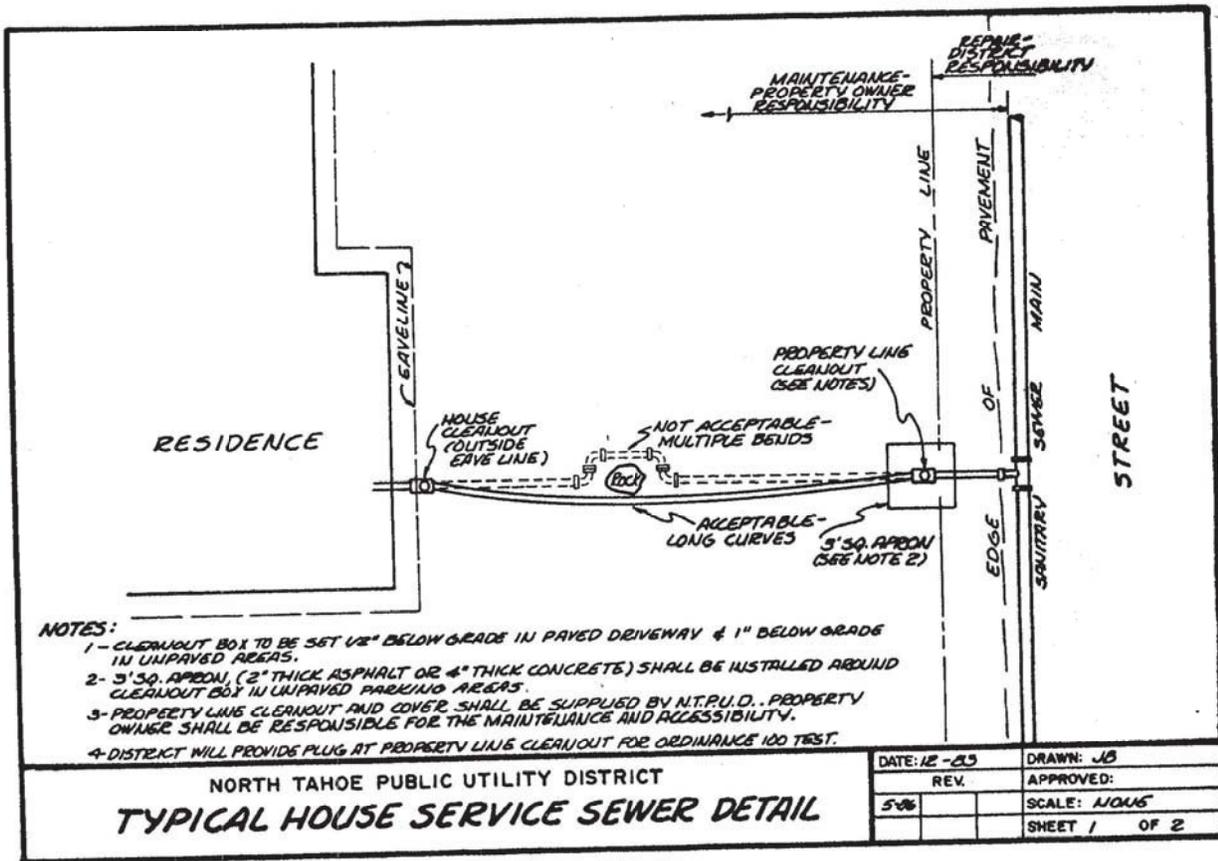
That this Ordinance shall become effective 30 days after its enactment, and shall be posted and published as required by law.

PASSED AND ADOPTED by the Board of Directors of the North Tahoe Public Utility District of the County of Placer, State of California, this 22nd day of April, 1980, by the following vote:

AYES: Burghardt, Sevison, Daneri, Foster, Oelrich  
NOES: None  
ABSENT: None

AMENDED by Ordinance No. 176, Passed and Adopted by the Board of Directors of the North Tahoe Public Utility District of the County of Placer, State of California, this 10th day of January, 1984, by the following vote:

AYES: Burghardt, Daneri, McClure, Schwartz and Franceschini  
NOES: None  
ABSENT: None



**Division III. Sewage and Sewers**

**Chapter 13.32**

**CONSTRUCTION—MAINTENANCE**

**Sections:**

- 13.32.010 Application of provisions.
- 13.32.020 Definitions.
- 13.32.030 Permit—Required.
- 13.32.040 Permit—Application—Contents.
- 13.32.050 Permit—Granting.
- 13.32.060 Inspection of work.
- 13.32.070 Bond requirement.
- 13.32.080 Conformance to town standards—Required.
- 13.32.090 Connections—Per parcel of land.
- 13.32.100 Connections—Per structure.
- 13.32.105 Connections—Fee.
- 13.32.110 Property owner responsibility.

**13.32.010 Application of provisions.**

The provisions of this chapter shall not apply to any work done or to be done pursuant to the street improvement laws of the state, or of any of the laws of the state providing for such improvement, nor to any work done or to be done pursuant to any contract for improvement made by the city council; nor shall the provisions of this chapter apply to any work done in connection with the laying, construction, repair or maintenance of a side sewer or lateral as the term is defined in Section 13.32.020; and this chapter shall not be deemed to repeal, affect or modify any chapter of this code as applicable to side sewers and/or laterals. (Prior code § 70.8.20(f))

**13.32.020 Definitions.**

A "side sewer" or "lateral sewer," as the term is applied in this chapter, means the private sewer or drain extending from the structure or building which it serves, to the main sewer with which it connects and into which the sewage empties and includes any portion of said side sewer or lateral which may

extend across or through streets or public rights-of-way, even though these portions of a side sewer or lateral were installed or constructed as part of original public work. (Prior code § 70.8.20(g))

**13.32.030 Permit—Required.**

It is unlawful for any person, firm or corporation to construct, repair or maintain any sewer, or system of sewers, in, on or under any public or private street, avenue, lane, alley, court, place or public way, right-of-way, or upon any parcel of land, whether public or private, without first obtaining a permit so to do from the town as provided in this chapter. (Ord. 608 § 15 (part), 2000; prior code § 70.8.20 (part))

**13.32.040 Permit—Application—Contents.**

An application for permission to construct, repair or maintain any such sewer or system of sewers shall be presented to the town and in the event that the work proposed is for a new sewer, said application shall be accompanied by plans and profiles showing the exact location, grade and elevation to which said sewer is proposed to be constructed, and the location and method by which the new work is proposed to be connected to any existing Hillsborough system. (Ord. 608 § 15 (part), 2000; prior code § 70.8.20(a))

**13.32.050 Permit—Granting.**

No actual sewer construction or repair shall be commenced until a permit therefore is granted by the town. After the granting of such permit, the applicant may proceed with the construction or repair of said sewer or system of sewers, or in the case of new subdivisions, the applicant may agree by contract with the town to guarantee the construction and installation in accordance with provisions of the subdivision laws of the town. (Ord. 608 § 15 (part), 2000; prior code § 70.8.20(b))

**13.32.060 Inspection of work.**

All sewer work of any character must be performed under the direction and inspection of the city engineer, and the applicant shall pay a fee (per the

encroachment fee schedule) for the inspection of such work, which shall adequately reimburse the town for all costs. (Ord. 608 § 16, 2000; prior code § 70.8.20(c))

**13.32.070 Bond requirement.**

Any applicant requesting a permit for the construction or repair of sewers shall file with the city engineer a performance bond to guarantee that the roadway and pavement, if any, will be restored to the same condition as before excavation; the amount of such bond shall be fixed by the city engineer. (Ord. 608 § 17, 2000; prior code § 70.8.20(d))

**13.32.080 Conformance to town standards—Required.**

All sewer construction work performed in the town shall conform to the specifications contained in the standard of the town, copies of which are on file in the offices of the city clerk and city engineer and any duly adopted amendments thereto. (Ord. 608 § 18, 2000; prior code § 70.8.20(e))

**13.32.085 Stormwater excluded from sewer system.**

Stormwater shall not be introduced into the sanitary sewer system, but shall be confined to the surface and subsurface storm drainage facilities provided. (Ord. 625 § 1, 2001)

**13.32.090 Connections—Per parcel of land.**

Every lot or parcel, as delineated on the official map of the town, is entitled to one sewer lateral connection and no more, unless:

A. On the lot or parcel are two or more existing structures requiring connection to a main sewer, in which case the lot or parcel is entitled to as many laterals as are required to provide sewer service to the existing structures; or

B. The lot or parcel has street frontage on two or more streets and each such frontage is in excess of one hundred fifty feet, in which case the lot or parcel is entitled to one lateral for every one hundred fifty feet of street frontage. (In other words, such lot or parcel would be entitled to a minimum of two additional laterals.) In such event, no lateral shall be located less than one hundred fifty feet from any another lateral on the same lot or parcel, nor, in the case of corner lots, shall the lot or parcel be entitled to more than one lateral within one hundred fifty feet of a street intersection. (Ord. 608 § 19, 2000; prior code § 70.8.20(h))

**13.32.100 Connections—Per structure.**

All sewer lateral connections from a main sewer shall be made on a direct connection with the structure which is to be drained therein, and no more than one dwelling house shall drain into one lateral. (Prior code § 70.8.20(i))

**13.32.105 Connections—Fee.**

All sewer connections described in this chapter are subject to a sewer connection fee, payable prior to any connection to the main sewer. The following sewer connection fees are effective on and after February 13, 2007:

Existing		New	
Residential	\$5,764	Residential	\$9,919 (as of 2/13/07) per standard residential connection (subject to recalculation if usage is substantially different from typical); thereafter annually changed based on the change in the Engineering News Record Construction Cost (ENR-CCI) 20-City Average Index
Residential with 2nd unit	8,455		

Existing		New	
Nonresidential	27,057	Nonresidential	To be determined based on estimated wastewater flow and strength according to the EDU formula shown in Section 13.34.030 of this code.

All sewer connection fees collected shall be used only for the purposes allowed by law. (Ord. 674 § 2, 2007; Ord. 666 § 1, 2006; Ord. 660 § 1, 2005; Ord. 653 § 1, 2004; Ord. 646 § 1, 2003; Ord. 635 § 1, 2002; Ord. 622 § 1, 2001; Ord. 608 § 20, 2000; Ord. 572 § 1, 1999; Ord. 416, 1985)

**13.32.110 Property owner responsibility.**

A. Any lateral sewer or private side sewer which connects with a main sewer in any public street, road, or easement in the town and which has become broken or in need of repair and any water pipeline and connection to the town's meter which pipeline or connection has become damaged or deteriorated shall be repaired by and at the cost and expense of the property owner whose property is drained through such sewer or served by such water pipeline and connection to the town's meter. It is the duty of such property owner to keep such sewers, pipelines and connections in good condition and repair and, if ever any shall be in bad condition or out of repair, to report that fact to the city engineer and to make prompt repairs thereto as required by this chapter. In addition, the city engineer may require that any lateral be inspected at the property owner's expense, including by video inspection, if there are reasonable grounds to suspect that the lateral is damaged, deteriorating, or has defects.

B. Whenever title to any improved parcel of land is to be transferred to or vested in any person(s) or entity(ies) not theretofore holding such title, all private side sewers and all lateral sewers and all water pipelines and connections to the town's meters shall be tested for infiltration and leaks and inspected (including video inspection) for any other damage, deterioration, or defects requiring repair, and all side and lateral sewers shall be inspected for the presence of an opera-

tional IAPMO-approved back flow prevention device. (Without limiting the generality of the foregoing, foreclosures and transfers of undivided interests-but not transfers to the transferor's living trust-constitute transfers of title triggering the requirements of this subsection.) If no such back flow prevention device is in place, and the side and lateral sewers are not sufficiently above grade to prevent a sewage back flow (or if there is an insufficient number of such devices or if such devices are not effectively located), as many such devices shall be installed, prior to the transfer of title, where and as needed to provide effective back flow prevention.

C. All testing and inspection procedures shall be approved in advance by the town and done at the expense of the owner whose property is drained or served by the subject sewer, water pipeline or connection. All repair, replacement or upgrade work (including, but not necessarily limited to, installation of IAPMO-approved back flow prevention devices) necessary to prevent all property damage, infiltration and leaks and to otherwise restore the sewers and water pipelines and connections to good operating condition, shall be approved by the town in advance and shall be completed at the property owner's expense (or as the property owner and transferee otherwise apportion the costs between them) prior to the property transfer or vesting of title. Arranging for all such testing, inspection and repair shall in all events be the responsibility of the owner whose property is drained or served by the subject sewer, water pipeline or connection. The requirements for testing, inspection, back flow certification and/or repair may be waived by the city engineer, at his or her discretion, for any parcel whose lateral sewer, water pipeline or connection draining or servicing such parcel has been tested, back flow certified

and inspected (and repaired if indicated) pursuant to this section within the two-year period immediately preceding the proposed transfer or vesting of title.

D. If any transfer or vesting of title is completed in violation of the provisions of subsections B. and C. of this section, the person(s) or entity(ies) who are owners of such parcel after such transfer or vesting shall be responsible for completion of such testing, inspections and repairs. Failure to do so, after notice from the town, shall be deemed a public nuisance under Section 8.16.010 and applicable provisions of Sections 8.16.020 and 8.16.030 of this Code and subject to abatement under the provisions of Chapter 8.16 of this Code in addition to any other remedies.

E. The provisions of subsections B., C., and D. of this section, except for the inspection and certification of back flow devices, shall take effect for any transfer or vesting of title occurring on or after Friday, November 10, 1989. The provisions of subsections B. and C. requiring inspection and certification of back flow devices shall take effect for any transfer or vesting of title occurring after Monday, July 15, 2002. Without limiting the foregoing, transfer of title of real property, the sale of which is being handled in escrow, shall occur on the date such escrow closes.

F. The building department shall establish the necessary administrative procedures to implement this section and shall collect inspection fees for (1) the observation of the performance of the initial testing of sewer laterals and/or water service and related inspection and (2) the observation of the performance of each subsequent retesting (required because previous test results were unsatisfactory) and related inspection, including, without limitation, inspection of repairs or replacements made to the sewer laterals and/or water service. The amount of such fees shall be set in the Master Fee Schedule. (Ord. 654 § 15, 2004; Ord. 634 §§ 1-3, 2002; Ord. 608 §§ 21, 22, 2000; Ord. 490, 1991; Ord. 464, 1989; Ord. 460, 1989; Ord. 457, 1989; prior code § 70.8.20(j)) (Ord. No. 685, § 1, 11-10-08)

## Chapter 13.36

## PROHIBITED CONNECTIONS

## Sections:

## Article I. Generally

- 13.36.010 Wastewaters, stormwaters.**  
**13.36.020 Yard, garden, private stormwater drainage facilities.**  
**13.36.030 Inspection—Abatement of noncomplying condition.**

## Article II. Building Stormwater Drains

- 13.36.040 Above ground termination—Required.**

## Article I. Generally

**13.36.010 Wastewaters, stormwaters.**

No person or persons, firm or corporation owning, possessing or having the control of any building or other premises within the town shall discharge or cause, permit or allow to be discharged into any public sanitary sewer, drain or manhole connected with the sanitary sewage system of the town or into any private sewer or drain connected with any such public sewer, drain or manhole, any stormwater or water used in the irrigation of said premises, or any wastewater from any stable, barn, garage or outhouse, situated upon the premises; excepting the sewage from any toilet, lavatory, sink or bathtub or shower upon or in said premises, and further excepting the natural and ordinary drainage from cellar floors as provided in this chapter. (Prior code § 70.8.24 (part))

**13.36.020 Yard, garden, private stormwater drainage facilities.**

No yard, garden or other private stormwater drainage facilities, either existing on the effective date of the provisions codified in this chapter, or hereafter installed, shall connect with the town sanitary sewage system. (Prior code § 70.8.24(b))

**13.36.030 Inspection—Abatement of noncomplying condition.**

The authorized representative of the town may enter any premises to determine whether or not yard, garden or other private drainage facilities connect with the town sanitary sewage system. In the event he has determined that such connection exists, he shall give written notice to the owner or occupant of the premises ordering the disconnection thereof within thirty days. The person to whom such order has been given, shall, within said period of thirty days, notify the town, in writing, at the Hillsborough Town Hall, that such order has been complied with. In the event that the town does not receive such notification within the specified time, the town may terminate the connection after giving the owner or occupant ten days' written notice thereof (sent by registered mail), the notice to the owner to be addressed to the owner as the owner's name and address appear on the last equalized town assessment roll. In the event the town terminates the connection, the cost shall be borne by the owner of such premises, and it shall become a debt collectible by the town. (Ord. 608 § 26, 2000; prior code § 70.8.24(g))

## Article II. Building Stormwater Drains

**13.36.040 Above ground termination—Required.**

All building stormwater drains existing on the effective date of the provisions codified in this chapter, or hereafter installed, shall be carried by an independent line to the outside of the building, or to the curb as rainwater leaders, but in any event all such building stormwater drain spouts shall not connect with the town sanitary sewage system. (Ord. 608 § 27, 2000; prior code § 70.8.24(a))

**Board of Trustees**  
Donald E. Eckmann  
*President*  
Wallace D. Van Buren  
*Vice President*  
David J. Morrill  
*Clerk*

## Downers Grove Sanitary District

2710 Curtiss Street  
P.O. Box 1412  
Downers Grove, IL 60515-0703  
Phone: 630-969-0664  
Fax: 630-969-0827

*Providing a Better Environment for South Central DuPage County*

**Staff**  
Lawrence C. Cox  
*General Manager*  
Ralph E. Smith, Jr.  
*Operations Director*  
Sheila K. Henschel  
*Administrative Services Director*  
**Legal Counsel**  
Michael C. Wiedel

### DOWNERS GROVE SANITARY DISTRICT REIMBURSEMENT PROGRAM FOR SANITARY SEWER BACKUPS CAUSED BY PUBLIC SANITARY SEWER BLOCKAGES

The Downers Grove Sanitary District provides a Reimbursement Program for Sanitary Sewer Backups Caused by Public Sanitary Sewer Blockages. The program provides limited financial assistance to residents who experience a sanitary sewer backup as a result of a public sanitary sewer blockage. For purposes of this program, a sanitary sewer backup is defined as the discharge of raw sewage from the District sanitary sewer system through a resident's service line into the resident's building. If you are interested in this program, carefully review the enclosed materials which include the following:

- Program Conditions
- Sanitary Sewer Backup Handbook - This Handbook explains the causes of backups and preventive measures, in addition to information on clean up (page 15) if you decide to do the work yourself.
- List of Contractors

You should also be aware of the following District programs:

- Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices - This program provides partial reimbursement for any preventive measures you may take to prevent future backups.
- Building Sanitary Service Repair Assistance Program - Blockages or problems of any nature in the homeowner's private service line are the responsibility of the homeowner but may be eligible for repair, rehabilitation or replacement by the District under this program.

Information on these programs is available from the District office.

REVISED MAY 9, 2005

### DOWNERS GROVE SANITARY DISTRICT REIMBURSEMENT PROGRAM FOR SANITARY SEWER BACKUPS CAUSED BY PUBLIC SANITARY SEWER BLOCKAGES

#### PROGRAM CONDITIONS

#### BACKGROUND

The Downers Grove Sanitary District is responsible for the maintenance and operation of over 230 miles of sanitary sewer lines located in the District service area. The District has an aggressive sanitary sewer system maintenance, rehabilitation and repair program. The program is intended to maintain the structural integrity of the system, minimize public sanitary sewer blockages, and remove infiltration and inflow of storm water into the sanitary sewer system. Components of the program include televising and cleaning of the sanitary sewer, flow monitoring, smoke testing, flood testing, manhole repairs and rehabilitation, sewer lining and sewer replacement projects.

It is important to understand that sanitary sewer backups may occur at any time. The backup may be due to blockages in the homeowner's private sanitary sewer service or the public sanitary sewer, or high flow conditions in the public sanitary sewer. Therefore, homeowners should consider improvements to their homes to prevent sewer backups. A Sanitary Sewer Backup Handbook is available free to District residents by contacting the District office. In addition, the District has implemented a cost sharing program for residents who have experienced sewer backup problems and desire to convert to an overhead sewer system or install backflow prevention devices. Information regarding the cost sharing program is also available from the District office.

District residents who experience a sanitary sewer backup problem at any time should call the District office at 969-0664. District personnel will investigate the backup to determine the causes and appropriate corrective action.

If District personnel determine that the sanitary sewer backup was caused by a public sanitary sewer blockage, the resident may be eligible for reimbursement under the District Reimbursement Program for Sanitary Sewer Backups Caused by Public Sanitary Sewer Blockages as discussed below. For purposes of this program, a sanitary sewer backup is defined as the discharge of raw sewage from the public sanitary sewer through a resident's private sanitary sewer service into the resident's building. Sanitary sewer backups occurring as a result of high flow conditions in the public sanitary sewer are not eligible for reimbursement under this program. Blockages or problems of any nature in the homeowner's private sanitary sewer service are the responsibility of the homeowner and are not eligible for reimbursement under this program.

#### PROGRAM CONDITIONS

The District will provide reimbursement to residents who have experienced a sanitary sewer backup as a result of a public sanitary sewer blockage.

The District has determined that certain conditions for the reimbursement program are necessary to protect the integrity of such a program and the financial well-being of the District.

A reimbursement program for the costs incurred for cleanup, damages and loss of personal property by residents who experience a sanitary sewer backup as a result of a public sanitary sewer blockage is hereby implemented in accordance with the following conditions:

- 1) The District will reimburse a resident up to \$1,200 for eligible expenses.
- 2) The program applies to all buildings connected to the Downers Grove Sanitary District public sanitary sewer system.
- 3) The program applies to sanitary sewer backups which occur on or after the effective date of the ordinance establishing this program.
- 4) Financial participation of the District is limited to funds budgeted for the program. Funding levels may be changed or eliminated based on the District's annual review of the program.
- 5) Reimbursement shall be made only under the following circumstances:
  - a) The resident has notified the District that a sanitary sewer backup has been experienced within twenty-four hours of the occurrence. The District is able to verify that a sanitary sewer backup occurred at the residence and that the sewer backup was a result of a public sanitary sewer blockage.
  - b) The resident must allow the District and its representatives (including third party claims adjusters or claims administrators) to have access to the residence and the area where the backup occurred; allow photographing, videotaping and inventorying of the area; and cooperate in all respects with District efforts to verify that the sanitary sewer backup occurred and the extent of damages.
  - c) The Agreement and Claim must be submitted to the District within six months of the date of the sanitary sewer backup.
  - d) The resident must have cooperated in all respects with District efforts to relieve the public sanitary sewer blockage.
  - e) The resident must disclose if a claim is being made, or will be made, against any other parties or insurance.
  - f) If the claim is being made against any other parties or insurance, the amount of compensation made, or estimated to be made, must be disclosed to the

District. Only those costs not paid by other parties or insurance are eligible under this program.

- g) The resident, and owner if the building is not owner-occupied, must execute an agreement which includes a clause whereby the resident and owner release and waive any claim of liability against the District from the sanitary sewer backup which is the subject of the reimbursement claim and any prior sanitary sewer backups or any consequence of the resident's participation in the program and agree that the District is claiming no responsibility for the damages as a result of the backup for which a claim is being made.
  - h) The District must find no evidence that the resident claiming damages was in any way responsible for the public sanitary sewer blockage due to any cause, including but not limited to: failure to maintain the private sanitary sewer service which results in debris or extraneous water entering the public sanitary sewer; or disposal of items which cause a blockage of the public sanitary sewer; or vandalism; or other acts which cause a blockage of the public sanitary sewer.
  - i) The District must be able to verify that the sanitary sewer backup or the public sanitary sewer blockage was not caused by any other parties, including contractors, utilities, etc. Sanitary sewer backups occurring as a result of public sanitary sewer blockages caused by any other party are not eligible for reimbursement under this program.
  - j) **Sanitary sewer backups occurring as a result of high flow conditions in the public sanitary sewer are not eligible for reimbursement under this program.**
  - k) **Blockages or problems of any nature in the homeowner's private sanitary sewer service are the responsibility of the homeowner and are not eligible for reimbursement under this program.**
- 6) Reimbursement shall be limited as follows:
- a) The maximum amount shall be \$1,200 per backup occurrence.
  - b) Reimbursement for replacement of personal property shall be based on actual cash value not replacement cost.
  - c) The resident shall obtain a minimum of two proposals for any work to be performed. Reimbursement shall be limited to the amount of the lowest proposal.
  - d) Detailed paid invoices for all work performed and detailed receipts for proof of loss must be provided to the District or its designated representatives.

- e) Reimbursement will only be allowed for actual costs incurred, and not for payment in lieu of repairs or loss.
- 7) The District reserves the right to administer claims or to use a third-party claims adjuster or claims administrator.
- 8) The District reserves the right to deny and adjust claims in the best interests of the District.
- 9) To be eligible under this program, the following steps shall occur.
  - a) The resident has notified the District that a sanitary sewer backup has been experienced within twenty-four hours of the occurrence.
  - b) District employees or designated representatives shall inspect the building to determine eligibility, extent of damages, appropriateness of costs, etc. This inspection may be in addition to any inspection performed during the initial District response to the sanitary sewer backup.
  - c) Within six months of the date of the sanitary sewer backup occurrence, resident submits a completed and signed Agreement and Claim, along with all necessary documentation as required under these program conditions.
  - d) District shall provide the resident with a notice of determination of eligibility and amount of costs eligible for reimbursement.
  - e) District provides reimbursement in the normal course of business.
- 10) A resident shall be eligible for participation more than once, but in no case shall the maximum amount eligible exceed \$1,200 for any one backup occurrence.
- 11) The program will be evaluated annually and the District may change or eliminate the program.
- 12) The program is limited to the actual costs incurred for cleanup, repair of damages and replacement of personal property.
- 13) The General Manager may, in his discretion, provide a waiver of those program conditions listed above which he deems appropriate based on his evaluation of the individual circumstances related to a request for reimbursement.
- 14) The District shall have the sole authority to determine eligibility for participation and amount of costs eligible for reimbursement.

AGREEMENT AND CLAIM FOR  
 DOWNERS GROVE SANITARY DISTRICT  
 REIMBURSEMENT PROGRAM FOR SANITARY SEWER BACKUPS  
 CAUSED BY PUBLIC SANITARY SEWER BLOCKAGES

I/We hereby request participation in the Downers Grove Sanitary District Reimbursement Program for Sanitary Sewer Backups Caused by Public Sanitary Sewer Blockages, hereinafter called "the Program".

I/We certify that the information provided in this Agreement and Claim is true and correct and all evidence provided as proof of cleanup costs, repairs for damages and loss of personal property are genuine.

I/We agree that the amount requested in this Agreement and Claim constitute my/our entire claim against the District.

I/We have received a copy of the Program Conditions attached to and made a part of this Agreement and Claim.

I/We agree to allow the Downers Grove Sanitary District or its representatives to make any and all inspections as detailed in the Program Conditions.

I/We acknowledge that the Downers Grove Sanitary District has no liability for the damages incurred as a result of the sanitary sewer backup.

I/We hereby agree to release and waive any claim, suit or liability and to indemnify and hold harmless the Downers Grove Sanitary District, its trustees, officers, employees, engineers and agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with the sanitary sewer backup which is the subject of this Agreement and any previous sanitary sewer backups or the undersigned's participation in this program.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
 Signature

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Mailing Address

CLAIM Attached to and Made a Part of Agreement and Claim for Downers Grove Sanitary District Reimbursement Program for Sanitary Sewer Backups Caused by Public Sanitary Sewer Blockages.

CAUTION:

Any statement made in this claim constitutes an admission on your part. If you do not understand this claim report or are concerned by any portion of it, you should consult your private attorney. You should complete this report in full and this report constitutes your entire claim. You are advised that no representations made by you to any employee or representative of the Downers Grove Sanitary District is a part of this report unless in the report and that no representation made to you by any employee or representative of the Downers Grove Sanitary District can in any way waive any of the conditions of the program as to this report or your claim.

TO: DOWNERS GROVE SANITARY DISTRICT

You are hereby notified of the following claim made upon you as a result of a sanitary sewer backup:

1. Name of Claimant(s): \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone Number: \_\_\_\_\_
4. Claimant(s) Interest in the property listed in item 2 above. (Indicate whether you are an owner, tenant, contract purchaser, etc.)  
\_\_\_\_\_
5. Date of Sanitary Sewer Backup: \_\_\_\_\_
6. Time Sanitary Sewer Backup was Discovered: \_\_\_\_\_
7. Location of building where sanitary sewer backup occurred:  
\_\_\_\_\_
8. Date and Time You Notified the District of the Sanitary Sewer Backup:  
\_\_\_\_\_
9. Describe the Sanitary Sewer Backup including the location in the building where the backup occurred, area affected by the backup, and what damages occurred.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Give name, address and phone number of any witnesses.  
\_\_\_\_\_  
\_\_\_\_\_

11. Describe damages to property. You may provide a brief description here, but detailed invoices and receipts must be attached to this claim.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Were there any other damages. \_\_\_\_\_ No \_\_\_\_\_ Yes

If yes, describe:  
\_\_\_\_\_

13. Is a claim being made against any other parties or insurance?

\_\_\_\_\_ No \_\_\_\_\_ Yes

If yes, provide details including names of other parties or insurance carriers, addresses, phone numbers, and amount of compensation made, or estimated to be made.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. What is the total amount you are claiming for reimbursement from the Downers Grove Sanitary District. \$ \_\_\_\_\_