

ORDINANCE NO. 1501

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF CHAPTER 15.21
IMPROPER CONNECTIONS TO THE SANITARY SEWER SYSTEM**

WHEREAS, the City of Crest Hill currently has in effect an ordinance pertaining to improper connections to the sanitary sewer system of the City; and

WHEREAS, the City Council believes that it is in the best interest of the City of Crest Hill to amend certain sections of Chapter 15.21 of its Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREST HILL, ILLINOIS, AS FOLLOWS:

Section 1. The Preambles of this Ordinance are incorporated herein by reference.

Section 2. That Section 15.21.020 LIMITS OF PARTICIPATION be amended as follows:

Applications for potential reimbursement must be made to the City five days in advance of any work being done, and homeowners must notify the City a minimum of two working day(s) prior to the commencement of work to allow the City to schedule inspections of the work. Upon meeting these requirements, and upon receipt of an executed agreement described in Section 15.21.030, the City may participate by reimbursing owner fifty (50%) percent of the cost for the various Eligible Improvements that eliminate storm water connections from the sanitary sewer system in order to attempt to protect homes from basement backups. Eligible Improvements are set forth as follows:

- A. Disconnection of improper discharges of storm water into the sanitary sewer system (i.e. downspouts, footing drains, separate storm water sump pumps, yard drains, window wells and other such devices).
- B. Installation of a separate storm water sump pump that collects discharges from foundation perimeter tiles, footing drains, window wells and other discharge areas.
- C. The installation of sanitary ejector pump (w/overhead sewer) if and only if such installation also includes all storm water disconnections described in (A) and (B), and/or verification that no improper storm water connections exist on the property.
- D. Verification of storm water disconnections by means of closed circuit televising of sewer service lateral.

Sanitary ejector pump installations that fail to eliminate storm water (i.e. footing drain) connections to the ejector pump and/or private sewer service lateral shall be deemed a private benefit only and be ineligible for reimbursement funding participation.

The amount of said reimbursement shall not exceed a maximum limit of four thousand (\$4,000) dollars per residential home. Further, the City shall not participate in any reimbursements which would cause the City to exceed the funds appropriated for this purpose in the City's annual appropriation ordinance for each fiscal year. City participation and contributions under this permit for the improvements has been issued by the City on or after August 18, 2009

Section 3. That Section 15.21.025 CONSTRUCTION REQUIREMENTS is hereby amended as follows:

All construction work will be performed in substantial compliance with the Illinois Plumbing Code (IAC Title 77, Ch. I, Sub. r, Part 890) and shall be subject to approval by the City Building Department.

Section 4. Section 15.21.030 PARTICIPATION BY THE CITY NOT REQUIRED shall be amended as follows:

All requests for City participation in the costs of removing an improper connection for the discharge of storm water drainage into the sanitary sewer system shall be submitted by the homeowner to the City in advance of any work being performed through the Building Department. All homeowners desiring to participate shall enter into an agreement with the City regarding the reimbursement and the homeowner's obligation on a form approved by the City attorney. The City is under no obligation to accept every request for participation/reimbursement. All requests for City participation shall be made prior to the commencement of work. City participation shall be based upon the availability of funding appropriated for such purpose.

Section 5. Section 15.21.040 REIMBURSEMENT OF COSTS shall be amended as follows:

In all cases where the City agrees to participate with the homeowner in the repair and disconnection of an improper connection for the discharge of storm water drainage into the sanitary sewer system, and/or the installation of overhead sewage discharge lines subject to the conditions of Section 15.21.020, the homeowner is required to pay in full the charges the homeowner incurs and present proof of their payment for the repairs made prior to the City reimbursing the homeowner for its share of the costs of the repair and disconnection. City permit fees shall not be eligible for reimbursement under the terms of this Chapter or under the terms of any agreement drafted by the City attorney.

Section 6. That all ordinances or parts thereof in conflict herewith are hereby repealed.

Section 7. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 17th DAY OF AUGUST, 2009.

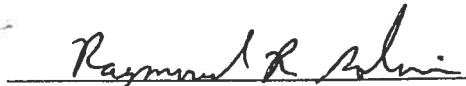
AYES: 8 Dyke, Vershay, Gazal, Helis, Oberlin, Sternisha, Convery
and Inman

NAYS: 0


ABSENT: 0


Christine Vershay-Hall, City Clerk

APPROVED THIS 17th DAY OF AUGUST, 2009.


Raymond R. Soliman, Mayor

ATTEST:


Christine Vershay-Hall, City Clerk

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the City of Crest Hill, Illinois, an Illinois municipal corporation (the "CITY"), and _____, ("RESIDENTS").

WHEREAS, the RESIDENTS represent and warrant that they are the owners of the real estate located within the boundaries of the CITY in Will County, Illinois, and commonly known as _____ the ("Premises"); and

WHEREAS, the RESIDENTS have evidenced their ownership of the Premises by providing the City with a copy of their deed to the Premises or other documents satisfactory to the City indicating their ownership of the Premises; and

WHEREAS, the CITY has secured funds for the completion of certain public works in the CITY relating to the improvement of the storm water drainage and the sanitary sewer system, that said work to be performed and completed is in the public interest, and the CITY has offered to reimburse certain RESIDENTS up to 50% of the cost of making certain repairs to storm water drainage tiles and other improper connections to the sanitary sewer systems which presently exist on the RESIDENTS' property, subject to certain limitations set forth below; and

WHEREAS, RESIDENTS' real estate has been identified as having an improper connection for the discharge of storm water drainage into the sanitary sewer system; and

WHEREAS, the RESIDENTS are desirous of correcting said improper connection to the sanitary sewer system and recognize that said correction of the connection is in the public interest; and

WHEREAS, the RESIDENTS have arranged for the aforementioned work to be performed;

NOW, THEREFORE, in consideration of the mutual covenants contained and other valuable consideration, receipt of which is acknowledged, the CITY and RESIDENTS respectfully agree and represent as follows:

1. Scope of Work. The RESIDENTS shall arrange for a qualified independent contractor to furnish all material and perform all work upon the property of RESIDENT to correct and/or remove any improper drain tile, storm water, or other improper connection to the sanitary sewer system of the CITY. All work shall be performed in accordance with applicable articles of the Illinois Plumbing Code.
2. Independent Contractor's Fee. The CITY and RESIDENT agree to share the cost of any repairs, materials, and labor so supplied to the property of RESIDENT. Upon receipt of the independent contractor's bill for the cost of repairs, materials and labor supplied to the RESIDENTS' property, and proof of the RESIDENTS' payment, the CITY shall reimburse the RESIDENTS one-half of the cost, not to exceed a maximum reimbursement of \$4,000.00, of the work to correct and/or remove any improper drain tile or other improper connection to the sanitary sewer system of the CITY. Permit fees are not eligible for reimbursement.
3. Indemnity. The RESIDENTS shall save and hold the CITY harmless from and against all liability claims, demands, and costs, including reasonable attorney's fees and expert costs, on account of personal injuries (including, without limitation of the foregoing, worker's compensation and death claims) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with work to be performed under this agreement by the independent contractor, regardless of whether such injury, loss or damage shall be caused by or be claimed to be caused by, the negligence or other fault (a) of the CITY, or (b) of the independent contractor, or (c) of a subcontractor of the independent contractor, or (d) of RESIDENTS, or (e) some other person, or by agents or employees of any of the foregoing; or by accident; or otherwise.
4. Inspection. RESIDENTS shall be solely responsible to contact CITY a minimum of _____ working day(s) prior to the work being performed to schedule an inspection of the work. Representatives of the CITY may visit and inspect the work being performed on the RESIDENTS' property at all times during its progress, and the RESIDENTS shall provide sufficient and safe facilities for such inspection. Work that involves disconnection of footing drains, perimeter tiles, and the like from sewer service laterals

shall also require televised inspection of the lateral to confirm that no improper connections exist.

5. No Warranties. The CITY makes no warranties, express or implied, as to the quality, workmanship, materials, or any other item or service supplied by the independent contractor to the CITY and RESIDENTS, respectively. The CITY also makes no warranties, express or implied, as to any aspect of the work performed or that it shall be free from defects or resolve any of the drainage issues for which such work is performed.
6. Eligibility. The RESIDENTS shall have entered into this agreement prior to the commencement of the work to be performed that is eligible for reimbursement, secured all necessary permits for the work to be performed, and will comply in all respects with the applicable provisions of the Crest Hill Code of Ordinances, in order to be eligible for reimbursement from the CITY for the work performed.
7. Miscellaneous Provisions
 - A. Integration. This Agreement contains the entire understanding of the Parties with respect to the subject matters of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all of the Parties or their successors or assigns.
 - B. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
 - C. Headings. The section and subsection headings contained herein are for convenience of the parties only and are not intended to define or limit the context of said Sections and subsections.
 - D. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by


any court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by the court.

E. Governing Law; Venue. The validity, construction and interpretation of this Agreement shall be governed by the State of Illinois without giving effect to any conflict of law rules. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the day and year first above written.

**THE CITY OF CREST HILL,
An Illinois Municipal Corporation**

ATTEST:


Raymond R. Soliman, Mayor


Christine Vershay-Hall, Clerk

RESIDENTS:

