

ORDINANCE NO. 2008-0-008A

AN ORDINANCE AMENDING ORDINANCES NO. 665, 686, 687A, 737, 747, 80-0-3, 84-0-8, 87-0-004, 88-0-004, 95-0-001, 95-0-003, AND 2008-0-007 ENTITLED "AN ORDINANCE REGULATING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SYSTEM, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF; THE LEVYING OF CHARGES FOR WASTEWATER SERVICES (USE CHARGES) IN THE METRO EAST SANITARY DISTRICT, COUNTIES OF ST. CLAIR AND MADISON, STATE OF ILLINOIS."

WHEREAS, the Board of commissioners of the Metro East Sanitary District has passed a Resolution authorizing the Metro East Sanitary District to enter into an Agreement with the Village of Caseyville, a Municipal Corporation of the State of Illinois, having an office in Caseyville, St. Clair County, Illinois, whereby collection of delinquent of sanitary sewer service accounts of the Metro East Sanitary District as previously set forth in the Ordinances of the Metro East Sanitary District are to be supplemented by the additional method of shutting off the water supply of delinquent water uses of the sanitary sewer services until payment of the delinquent account is made, and

WHEREAS, it is deemed necessary and advisable and in the best interest of the inhabitants and tax payers within the boundaries of the Metro East Sanitary District that an additional method of collecting delinquent sanitary sewer service charges be instituted resulting in a more efficient and cost saving procedure of collection;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF COMMISSIONERS OF THE METRO EAST SANITARY DISTRICT, ST. CLAIR AND MADISON COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: That the above Ordinances be and the same are hereby amended to add and/or change said Ordinances to include the additional terms, processes and procedures of collection set forth in the "Disclosure Agreement" approved by Resolution No. 2008-R-003 and entered into between Metro East Sanitary District and the Village of Caseyville, a Municipal Corporation of the State of Illinois, marked as Exhibit "A" attached hereto and made part hereof, as if fully set forth.

SECTION 2: that a service charge of One Hundred Dollars (\$100.00) will be assessed against any customer for whom Metro East Sanitary district has instituted a disconnection of water service in order to cover added costs attributable to invoking this procedure of collecting delinquent accounts.

SECTION 3: All other provisions and terms set forth in the Ordinances hereby amended by adding in or changing the foregoing shall remain in full force and effect unless they are contrary to the provisions of this amendment.

This Ordinance shall be in full force and effect from and after its passage and approval and publication as provided by law. Passed by the Board of Commissioners of the Metro East Sanitary District of Madison and St. Clair Counties of Illinois on the 20th day of August, 2008.

APPROVED this 20th day of August, 2008.

Metro East Sanitary District by:

Andrew J Economy
President

ATTEST:

Sharonie Heath
Clerk (Seal)

Ayes Three (3) Nays None (0) Absent Two (2)

RESOLUTION NO. 2008-R-003A

A RESOLUTION AUTHORIZING THE METRO EAST SANITARY DISTRICT TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF CASEYVILLE, ILLINOIS, TO CUT OFF THE WATER SUPPLY OF DELINQUENT SANITARY SEWER CHARGES OWED BY CUSTOMERS OF THE METRO EAST SANITARY DISTRICT

WHEREAS, the Metro East Sanitary District is authorized by Illinois Statutes (Illinois Municipal Code, Section 11-141-7, 65 ILCS 5/11-141/7 and Section 3010/7, 70 ILCS 3010/7) to contract with the Village of Caseyville, Illinois, to shut off the supply of water from the water company system to any premises at which the user charges for sewer services supplied by the Metro East Sanitary District are delinquent for more than thirty (30) days, and

WHEREAS, the Metro East Sanitary District desires to enter into an Agreement with the Village of Caseyville, Illinois, in order to accomplish material savings in collecting delinquent sewer service charges,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE METRO EAST SANITARY DISTRICT OF ST. CLAIR AND MADISON COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Board of Commissioners of the Metro East Sanitary District of St. Clair and Madison Counties, Illinois, does hereby approve the proposed Disclosure Agreement with the Village of Caseyville, Illinois, attached hereto as Exhibit "A" and made part hereof.

SECTION 2: That the Board of Commissioners of the Metro East Sanitary District of St. Clair and Madison Counties, Illinois, authorizes and directs, Bob Shipley, the Executive Director of the Metro East Sanitary District, to sign the proposed Disclosure Agreement with the Village of Caseyville, Illinois, attached hereto and described as Exhibit "A".

SECTION 3: That an Ordinance be prepared adopting the Disclosure Agreement marked Exhibit "A" and attached hereto as an addition to all Ordinances of the Metro East Sanitary District now in effect regulating collection of sanitary sewer service charges by adding such Agreement with the Village of Caseyville, Illinois, to said Ordinances.

APPROVED this 20th day of August, 2008.

Metro East Sanitary District by:

Andrew J. Economy
President

ATTEST:

Sharon Heath
Clerk (Seal)

Ayes Three (3) Nays None (0) Absent Two (2)

**INTERGOVERNMENTAL AGREEMENT
FOR DISCONTINUANCE OF WATER SERVICE**

THIS DISCONTINUANCE AGREEMENT ("Agreement") is made and entered into as of this 20th day of August, 2008, by and between the Village of Caseyville, Illinois (the "Village") and the Metro East Sanitary District of Madison and St. Clair Counties, an Illinois Municipal Sewer District (the "District").

RECITALS

WHEREAS, the District is engaged in providing sewer treatment and/or collection service to the residential, commercial and industrial customers who reside within the District's boundaries (the "User"), which may be amended from time to time (the "Territory"); and

WHEREAS, the District collects User charges from its Users so served. As used herein, the term "User" means every adult person, including such person's trustees, beneficiaries, representatives, agents, heirs, lessors and lessees, (a) using any part of the wastewater facilities of the District; or (b) every adult person who holds a legal, equitable or possessory interest in real estate connected to the District's wastewater facilities, or who holds an interest in a land trust into which such real estate has been placed, or who receives any direct or indirect benefit from the real estate's connection to the District's wastewater facilities; and

WHEREAS, the Village is the owner and operator of a municipal water distribution system serving customers, in part, outside of its corporate limits and within the Territory in accordance with the applicable terms and provisions of its municipal utilities code; and

WHEREAS, the District is authorized to request, pursuant to the provisions of the Sanitary District Revenue Bond Act, Section 3010/7, 70 ILCS 3010/7, and the Village is authorized, at the request and direction of the District, pursuant to the provisions of the Illinois Municipal Code, Section 11-141-7, 65 ILCS 5/11-141-7, to shut off the supply of water from its system to any premises at which the User charge for sewer service supplied by the District is delinquent for more than thirty (30) days and after all statutory notices of delinquency have been provided by the District to the User; and

WHEREAS, the Village will, at the request and direction of the District, shut off said water supply in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the sum of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. When the District determines, in accordance with applicable law, that a User's charges remain unpaid and are in arrears for more than thirty (30) days after rendition of a written notice of delinquency has been sent by mail to each User for a particular premise and affording the User an opportunity to be heard and the District makes written request to the Village to terminate water service to the District's User until such time as the User charges and all related costs are paid, the District shall, by written certification signed by its designated District staff, certify to the Village, in substantially the form of Exhibit A attached hereto:

- (a) the name and address of the User that is in arrears of payment of User charges;
- (b) the address of the premises where such sewer service was received;
- (c) the amount of said arrears;
- (d) that said User's charges are in arrears for more than thirty (30) days after sending written notice by certified mail;
- (e) that said User has been afforded written notice by certified mail of (i) the arrearage amount, and (ii) the District's intent to terminate sewer service by means of a written request to the Village to discontinue said District's User's water service;
- (f) that the District's User has been afforded a right to be heard on the correctness of the District's record of arrearage;
- (g) that the District has complied with its own Ordinances and procedures.

2. Upon receipt of the written request and certification as set out in Section 1, the Village shall, within twenty (20) days:

- (a) The Village of Caseyville shall terminate the water service pursuant to its regular water shut off procedure that is utilized by the Village of Caseyville at that time, and

(b) Before the end of business on the day that water service was terminated, the District shall be notified that water service was terminated.

3. The Village shall restore water service to the premises whose water service has been terminated as herein provided upon receiving notification from the District that payment has been made by the User of the total District outstanding charges. Before the end of business on the day that service is restored, the District shall be notified that water service was restored.

4. Notwithstanding anything to the contrary herein stated, the Village reserves the exclusive right, at its sole discretion, to process the District's request for termination of water service on such schedules, and at such times as are convenient to the Village consistent with the Village's normal business practice and procedure.

5. The District shall pay to the Village, within thirty (30) days of receipt of an invoice from the Village, the sum of \$ 60.⁰⁰ to cover the Village's cost of terminating and restoring water supply to each premise. Such charge may be increased from time to time as the Village shall determine and after providing a minimum of thirty (30) days notice to the District of any such change. Such invoice shall be sent and payable following termination of service, even if restoration is not requested. In addition to the above referenced charge, the Village also reserves the right, as set out by the statute above referenced, to be compensated for any lost water service revenues incurred as a result of the requested termination of service.

6. Notwithstanding the preceding, should a new customer who was not a User at the time the arrearage owed to the District was incurred at a terminated premises apply for water service to that premises, the Village may provide such service and the District will not look to such new water customer for payment of the prior sewer arrearage.

7. The Village shall not be liable for any loss, damage or other claim asserted by the District's Users, the owner and/or tenant of the premises, the water customer, the District or any other person, corporation, or entity based upon or arising out of the termination of water service at the request of the District. As provided by statute, the District agrees to indemnify, defend and hold the Village, and its affiliates, and any of their respective employees, directors, owners, agents, successors and assigns harmless from and against any and all claims (including attorneys' fees), complaints or cause of action (whether judicial, administrative, or otherwise) arising out of action taken by the Village pursuant to any District "Instruction to Terminate Service".

8. The Village's actions required under this Agreement shall be excused if due to matters beyond its control including, but not limited to, employee work stoppages, strikes, inclement weather and emergencies requiring utilization of manpower or resources elsewhere. Termination will not be completed if a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction issues an instruction to the Village so stating. At such time, the Village will relay such conflicting instructions to the District and the Village will not knowingly take further actions toward termination until the District notifies the Village, in writing, that it has resolved the conflicting instruction and provides written evidence thereof. Thereafter, the District shall indemnify, defend and hold the Village harmless for actions taken by the Village based on the District's notification.

9. In no event shall the Village be required to disconnect a fire line service without authorization from the governmental authority responsible for fire protection to the affected property, even in cases of combined fire and domestic service lines.

10. This Agreement may be terminated by either of the parties hereto by thirty (30) days written notice given to the other party at its principal place of business.

11. This Agreement may not be assigned by either party.

12. This Agreement shall be governed by the laws of the State of Illinois without respect to conflict of laws principles.

13. Subject to the right of each party to terminate under Section 12, this Agreement shall have a term of one (1) year and shall automatically renew for additional one year periods.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

Village

By: George E Chance
Name: George E Chance
Title: Mayor

ATTEST:

Clerk: Brenda L. Williams

District

By: Robert J Shipley
Name: Robert Shipley
Title: Executive Director

ATTEST:

Secretary: Sumner North

EXHIBIT A

**METRO EAST SANITARY DISTRICT
OF MADISON & ST. CLAIR COUNTIES, ILLINOIS
CERTIFICATION TO THE VILLAGE OF CASEYVILLE**

Comes now the Metro East Sanitary District and hereby certifies to the Village of Caseyville the following:

1. The name and address of the User in arrearage to the Metro East Sanitary District is: _____

2. The address of the premises is: _____

3. The amount of said arrearage is: _____

4. The User has been in arrears for more than thirty (30) days and said notification has been sent to the User by certified mail. The certified mail to the User included the arrearage amount and the District's intent to terminate sewer services by means of written request to the Village of Caseyville to discontinue said District User's water service.

5. The User in arrearage has been afforded a right to be heard on the correctness of the District's records of arrearage.

6. All Federal and State constitutional, as well as all Federal and State statutory prerequisite applicable to the collection of the debt, have been properly satisfied by the Metro East Sanitary District and the Metro East Sanitary District has complied with its own Ordinances and procedures.

This has been sworn and certified by me this _____ day of _____,
20____.

METRO EAST SANITARY DISTRICT
of Madison & St. Clair Counties, Illinois

By: _____

Name & Title