

## AN ORDINANCE RELATING TO WATER AND SEWER SERVICE

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

Section 1. Connection to sewerage system required.) The owner of any premises in the Village of Chatham is required, at his expense, to connect such premises to the Village sewerage system as soon as it is constructed and in operation.

Section 2. Requirements for future water taps.) Requirements for future water taps in the Village of Chatham are as follows:

(a) All future water taps in subdivisions platted after January 1, 1971, and not two-thirds developed by October 18, 1972, shall be made after application to the Village by the owner of the premises and installed upon the owner signing a standard agreement that states that future water service shall be contingent upon the owner paying all assessments for installing the sewer main and appurtenances and paying for and installing the service lines required to provide sewer service to the premises.

(b) All other future water taps than those described in paragraph (a) above shall be made after application to the Village by the owner of the premises and installed upon the owner's signing a standard agreement that states that future water service will be contingent upon the owner's paying for and installing the necessary sewer main and appurtenances and paying for and installing the service line required to provide sewer service to the premises.

Section 3. Recording of sewer agreements.) All sewer agreements executed as provided in Section 2 shall be recorded in the office of the Recorder of Deeds of Sangamon County.

Section 4. Connection fees.) In addition to the payment of the construction costs and assessments, if any, provided for in


Section 2, the owner of the premises shall pay the connection fees required by The Springfield Sanitary District.

Section 5. Sanitary sewers in new subdivisions.) Sanitary sewer mains shall be constructed throughout an entire subdivision platted after the effective date of this ordinance in such manner as to serve adequately all lots and tracts with connection to the public sanitary sewerage system. Such sewer mains shall be subject to the approval of the village board of trustees and the regulations of applicable state agencies.

Section 6. This ordinance shall take effect immediately upon its passage.

PASSED: Feb. 10, 1976

RECORDED: Feb. 10, 1976

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Village Clerk

CONTRACT

THIS AGREEMENT, made this 13 day of April, 1976, by and between THE SPRINGFIELD SANITARY DISTRICT, hereinafter called the "District", and the VILLAGE OF CHATHAM, ILLINOIS, hereinafter called the "Village", WITNESSETH:

WHEREAS, the entire Village has annexed to the District, and the Village contemplates owning and operating its own collector sewer system and the District owns and operates its own sewer system and treatment plants, and said systems are to be so connected and interrelated that they will form, in fact, one system, with the system of the District providing for the carrying off, disposal, and treatment of the sewage and industrial wastes of the Village; and

WHEREAS, the District has adopted a rate ordinance, imposing certain rates and charges for sewerage service on the inhabitants, but providing that, in lieu of collecting such rates and charges on the inhabitants of any municipality within the District, such municipality and the District may contract for the collection of charges by such municipality from its own inhabitants and for the payment of a charge or portion of such collection to the District; and

WHEREAS, it is mutually desirable and expedient for the Village and the District to enter into a Contract for the treatment and disposal of the sewage of the Village and for the use of the drains, conduits, treatment plants, pumping plants and works maintained by the District for the carrying off, disposal, and treatment of the sewage and industrial wastes of the Village, and for the payment by the Village to the District of a charge, charges, or portions of the collections by the Village, in lieu of the collection by the District from the inhabitants of the Village of the rates and charges heretofore imposed; and

WHEREAS, it is necessary and desirable for the Village and the District to develop a joint plan for the improvement, rehabilitation, extension and maintenance of their respective sewer systems and the system as a whole, and to divide the responsibility for said improvement and maintenance;

NOW, THEREFORE, it is hereby agreed between the Village and the District that:

1. The District will subject to the obtaining by the District of adequate State or Federal grants, by use of its own funds, State grant funds, Federal grant funds, any one, or any combination of these, construct interceptor sewers to points of service for the Village as follows:

(a) Interceptor sewer along Polecat Creek extending from the North of the Village to the Western corporate boundary of the Village; and

(b) Interceptor sewer along East branch from Lake Springfield extending in an Easterly direction to County Road No. 3 West as shown on Exhibit 29 of the Interim Water Quality Management Plan dated July, 1975, prepared by the Springfield-Sangamon County Regional Planning Commission.

2. The Village will subject to obtaining by the Village of adequate State or Federal grants, by use of its own funds, State grant funds, Federal grant funds, any one or any combination of these, construct all collector sewers within its corporate limits to serve adequately its inhabitants and will connect such sewer system to the interceptor sewers of the District at the points of service to the Village described in paragraph 1 hereof. The Village by ordinance will require the owner of a new subdivision to construct a sewer collector system to serve the subdivision and dedicate it to the Village as part of the Village sewer system. The Village by ordinance will require all owners of premises served by the Village sewer collector system to make connection with the Village sewer system.

3. The District agrees that it will treat and dispose of the sewage of the Village and furnish the Village the use and service of the drains, conduits, treatment plants, pumping plants,



and works maintained by the District for the carrying off, disposal and treatment of sewage and industrial wastes of said Village. The Village shall be responsible for the maintenance and repair of the collecting system within the corporate limits of the Village (as such limits may be fixed from time to time), except intercepting sewers; and the District shall be responsible for the maintenance and repair of any intercepting sewers, within or without the corporate limits of the Village, and of any sewers outside the corporate limits of the Village.

Pursuant to its statutory authority, the District shall have jurisdiction over all connections to sanitary sewers tributary to the District interceptor sewers and shall issue permits for such connections, collect fees therefor, approve bonds of contractors and inspect such connections. It shall likewise have jurisdiction over the connection of downspouts, footing drains or other sources of ground water to any sanitary sewer tributary to the District interceptor sewers. The Village shall retain jurisdiction over connections to storm sewers within its corporate limits which are not tributary to the District interceptor sewers and also of all permits, inspections and fees for interior plumbing. It will cooperate with the District by furnishing information as required on building permits issued and by reporting instances of illegal water connections to the District where such information is

available to it.

4. This Contract is entered into under the Statutes of Illinois, including the provisions of Section 11 of "AN ACT authorizing sanitary districts having a population of less than 500,000 to construct or acquire, improve and extend a sewerage system, impose and collect charges and rates for the use thereof, issue revenue bonds payable solely from the revenue derived from the operation of such system or improvement or extension in payment thereof, to provide for the operation of such sewerage systems, and contract in relation thereto", approved August 15, 1941, as amended, (Ill. Rev. Stat. 1975, chap. 42, par. 319.11) to establish a charge to be paid by the Village to the District, which charge shall be accepted by the District in lieu of rates and charges that might otherwise be imposed on the inhabitants of the Village by the District for the use and service of the sewerage system of said District.

5. The District will maintain and keep in effect a sewer service charge at a level no lower than the following schedule of rates and charges, based upon the quantity of water used as measured by the water meters (or in accordance with uniform adjustment provisions of the rate ordinances of the District and the Village) on each lot, parcel of land, building or premises having any sewer connection, which schedule has heretofore been adopted by said District:

For the first 300 cu. ft. at \$1.20 per month (minimum charge)  
For the next 2,700 cu. ft. or any part thereof - 36¢ per 100 cu. ft.  
For the next 5,000 cu. ft. or any part thereof - 28-1/2¢ per 100 cu. ft.  
For all that quantity in excess of 8,000 cu. ft. - 23¢ per 100 cu. ft.

Each meter shall be considered a separate billing unit in applying the above charges and rates. The District's rates and charges shall, however, be abated within the corporate limits of the Village during the term of this Contract.

6. The Water Department of the Village, will, as agent for the District, bill all District water and sewer users outside the Village who are served by the Water Department of the Village and from whom no other municipality is collecting sewer charges under contract with the District, at the rates and under the terms and conditions set by the District, and will undertake the collection of the District's charges from such users. It will pay over monthly to the District, all amounts so collected, less 7.5% of such collections, to be retained by said Department to cover the cost of billing and collecting such charges. Upon written notice by either party to the other at least ninety (90) days before the expiration of any year of collection of sewer service charges under this contract, said charge for collection may be reviewed in the light of the actual expenses incurred by the Department, in such service to the District; and if an adjustment cannot be agreed upon, the Department shall, from the beginning of the next year of operation, make available to the District, the water meter readings on sewer users outside the Village from whom no other municipality



is collecting sewer service charges under contract with the District, and may furnish any part of the billing or collecting service for the District for which compensation to it may be agreed upon, but shall no longer be required to bill and undertake to collect the sewer service charges of the District as its agent.

7. The Village will be obligated, pursuant to the terms of a proposed sewerage revenue bond ordinance, to establish and maintain rates for sewerage service which shall be sufficient at all times to pay the cost of operation and maintenance of the Village's sewerage system, to provide an adequate depreciation fund therefor and to pay the principal of and interest on all sewerage revenue bonds issued by the Village under Division 141 of Article 11 of the "Illinois Municipal Code", approved May 29, 1961, as amended, (Ill. Rev. Stat. 1975, ch. 24, Div. 141 of Art. 11) and to deposit all revenues received from the operation of said sewerage system in a separate fund heretofore established and designated as the "Sewer Fund". In fulfillment of its obligations under said revenue bonds, the Village will establish the rates and charges specified by ordinance (hereinafter the "Village's Sewer Charge") for the use of the Village's sewerage system by the inhabitants of the Village and will deposit the revenues derived therefrom, after payment of the cost of collection in the Village's Sewer Fund. It is acknowledged that, subject to paragraph 8 hereof,

the District shall have no right, interest, claim or lien in or to any monies deposited in the Village's Sewer Fund or the revenues derived from the Village's Sewer Charge or from any charge hereinafter imposed upon the inhabitants of the Village for the use of the Village's sewerage system in accordance with said Village ordinance, as it will be adopted or as it may be amended from time to time or any other ordinance which hereafter may be adopted for the purpose of paying the principal of and interest on any sewerage revenue bonds issued by the Village under said Division 141.

8. In addition to the Village's Sewerage Charge referred to in paragraph 7 hereof, the Village shall by ordinance further provide for the imposition of and collection from the inhabitants of the Village a separate and additional charge to be known as the "District Sewer Contract Charge" and the revenues derived therefrom shall be deposited in a separate fund known as the "District Sewer Contract Fund". The District Sewer Contract Fund shall be determined in accordance with a schedule of rates which, together with the schedule of rates used in determining the Village's Sewer Charge, shall be not less than the rates set forth in paragraph 5 hereof, so that the total rates for sewer service paid by the inhabitants of the Village shall be not less than the rates which the District is required to charge and collect for sewer service furnished outside the Village. The District Sewer Contract Charge may at the

option of the Village be combined with the Village's Sewer Charge for billing purposes. Notwithstanding the foregoing, the District Sewer Contract Charge shall be established by the Village at a level which at all times shall be sufficient to pay the amounts due the District under this Contract, and from time to time the amount of the District Sewer Contract Charge may be abated in whole or in part or the schedule of rates used in the determination thereof may be reduced by an amount equivalent to any payments which may be made by the Village at the discretion of the Village Board into the District Sewer Contract Fund from any other funds or sources of revenue of the Village. Any amounts deposited in the District Sewer Contract Fund in excess of the amount required to be paid to the District may at the discretion of the Village Board be transferred to the Village's Sewer Fund. However, at no time shall transfer of surplus funds from the District Sewer Contract Fund jeopardize future payments to the District.

9. The "District Sewer Contract Charge" as set forth in paragraph 8 hereof and imposed by the Village on inhabitants of the Village shall be:

- For the first 2,250 gallons per month at \$0.59 per month -  
(minimum charge)
- For the next 20,250 gallons per month or any part thereof -  
24¢ per 1,000 gallons
- For the next 37,500 gallons per month or any part thereof -  
18.6¢ per 1,000 gallons
- For all that quantity in excess of 60,000 gallons per month -  
15¢ per 1,000 gallons

The above rates shall be imposed on inhabitants of the Village in addition to any amounts imposed as the Village Sewer Charge as set forth in paragraph 7 hereof. The Village shall at the end of each month make payment to the District of that amount accumulated in the "District Sewer Contract Fund".

In no event shall Village customers be charged at any time for the "District Sewer Contract Charge" a rate higher than that charged to customers within the city limits of Springfield.

10. The Village shall have the exclusive right to discharge into The Springfield Sanitary District system all sewage generated within the agreed service area as shown on the attached drawing marked Exhibit 1 and made a part hereof, and any additional area which after the effective date of this Contract becomes annexed to the Village and to the District.

11. It is understood and agreed that any building existing at the time the territory within the Village was annexed to the District, which bulding had a gravity basement drain at that time, shall be allowed to connect into the Village sanitary sewer system and discharge to the District interceptor sewer.

12. The effective date of this Contract shall be the date on which the sewer service charges to be established by the Village in accordance with paragraph 8 hereof, shall be in effect or the date on which the District Sewer Contract Charge to be established by the Village shall be in effect in accordance with paragraph 9



hereof, whichever is later.

13. This Contract shall be reviewed by the parties hereto annually hereafter for the purpose of maintaining a rate structure and division of revenues for retirement of respective bond issues, if any.

14. This Contract shall remain in effect until the liability of both the Village and the District on the presently outstanding sewer bond obligations and the aforesaid proposed sewer bond obligations are discharged, unless the District gives the Village written notice of termination at least ninety (90) days prior to the end of any year of operation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized and their corporate seals to be hereunto affixed, the day and year first above written.

THE SPRINGFIELD SANITARY DISTRICT

By *Wm. Knight*  
President

ATTEST:

*A. W. Robinson*  
Clerk

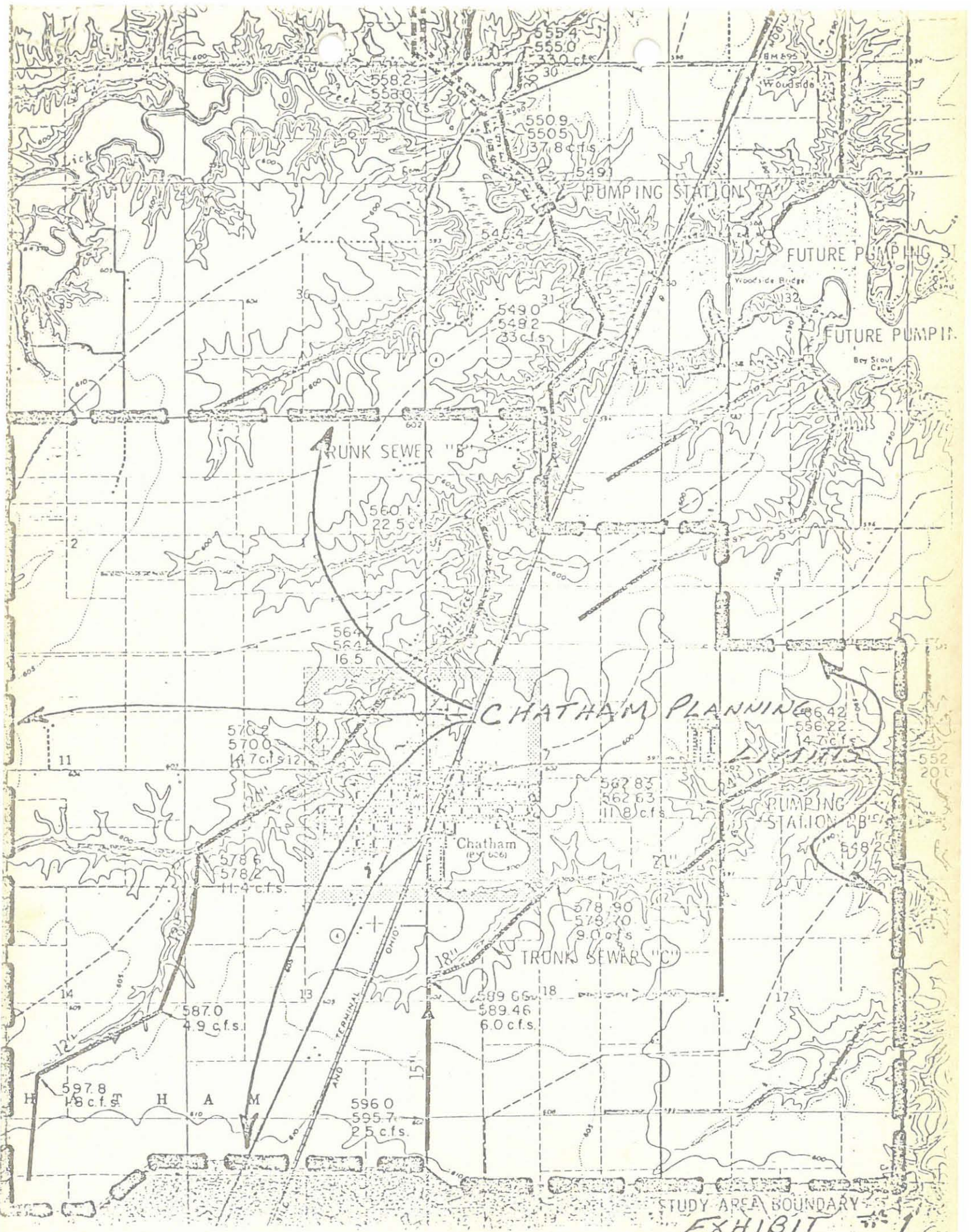
VILLAGE OF CHATHAM, ILLINOIS

By *J. L. W. Workman*  
President

ATTEST:

*Jamie Chesteen*  
Village Clerk





CHATHAM PLANNING



FACT SHEET

Q. WHY IS A SEWER SYSTEM PROPOSED FOR CHATHAM?

A. Many residents have experienced problems with existing septic systems. A major factor contributing to these failures is the soil type does not readily absorb the water. Drainage from Chatham into Lake Springfield has been tested by the Illinois EPA and Health Department and found to be contaminated. Numerous complaints have been received by the Village from various areas and with the addition of new subdivisions, the problem is ever increasing. The proposed project would solve these current problems and eliminate the addition of future sewer problems.

Q. WHAT GRANT IS CHATHAM RECEIVING?

A. Chatham is receiving a 75% construction grant from the Illinois EPA and the funds are part of the Seven Hundred Fifty Million Dollar State Anti Pollution Bond Act of 1970. If Chatham does not utilize these funds now available, the money will be allocated by the EPA to other communities.

Q. WHAT WILL THE MONTHLY RESIDENTIAL CHARGE BE?

A. The monthly charge will be computed on the water usage and the following comparison reflects the estimated sewer bill compared to your current water bill:

| <u>Existing Water</u> | <u>Proposed Sewer</u> |
|-----------------------|-----------------------|
| \$ 4.25- - - - -      | \$ 6.00               |
| 10.00- - - - -        | 10.00                 |
| 15.00- - - - -        | 13.00                 |

Q. WHAT WILL THE CONNECTION FEE BE AND WHAT WILL THIS PROVIDE TO THE CUSTOMER?

A. The connection fee will be \$100 and bring the sewer to the property line. The Village will provide an optional payment plan extending over a 4 to 6 month period for payment of the \$100 connection fee.

Q. WHY DOESN'T CHATHAM BUILD THEIR OWN TREATMENT PLANT?

A. Chatham has been trying for a Grant to build their own sewers and Treatment Plant since 1972 without success. The current 75% Grant offer is being made by the State based on regionalization with the Sanitary District Treatment Facilities which eliminates an additional treatment plant that would discharge into a public water supply lake. A comparison of annual operating expenses, including the Sanitary District tax, shows Chatham's own treatment plant would cost twice the amount Chatham customers would be paying the Sanitary District under the current proposal.

Q. WHO IS THE SANITARY DISTRICT?

A. The Sanitary District is a self-governing board of three (3) Trustees appointed by the County Board. They operate under State laws for Sanitary Districts similar to a school district or municipality. The Sanitary District serves Springfield, Jerome, Leland Grove, Southern View, Grandview and operates independently of the Springfield City Council.

Q. HOW MUCH WILL TAXES BE INCREASED BY ANNEXING INTO THE SANITARY DISTRICT?

A. The following is a comparison of 1975 taxes and the additional Sanitary District Tax:

| <u>Total 1975 Property Tax</u> | <u>Additional Yearly Sanitary District Tax</u> |
|--------------------------------|------------------------------------------------|
| \$200- - - - -                 | -\$ 7.68                                       |
| \$300- - - - -                 | 11.52                                          |
| \$400- - - - -                 | 15.36                                          |
| \$500- - - - -                 | 19.20                                          |
| \$600- - - - -                 | 22.04                                          |
| \$700- - - - -                 | 26.88                                          |

For Additional Information Please Contact Any Of The Following:

|                   |                |                 |                |
|-------------------|----------------|-----------------|----------------|
| J. LaVern Workman | Home: 483-2664 | Harold Gibson   | Home: 483-3691 |
|                   | Work: 483-2441 |                 | Work: 483-3012 |
| Bernard Morris    | Home: 483-3952 | Robert Williams | Home: 483-2819 |
| Eugene Scott      | Home: 483-2937 |                 | Work: 483-3774 |

Robert Wilson Home: 483-2145