

**VILLAGE OF TOLONO**  
**CHAMPAIGN COUNTY, ILLINOIS**  
  
**AN ORDINANCE AUTHORIZING**  
**EXECUTION OF A**  
**WASTE WATER MAINTENANCE AGREEMENT**  
  
**ORDINANCE NO. 03- 12**

Adopted by the  
Board of Trustees of the Village of Tolono  
This 16<sup>th</sup> day of December 2003.

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Published in pamphlet form by authority of the President and the Board of Trustees of the Village of Tolono, Champaign County, Illinois this 16<sup>th</sup> day of December, 2003.

VILLAGE OF TOLONO, ILLINOIS  
AN ORDINANCE AUTHORIZING  
EXECUTION OF A  
WASTE WATER MAINTENANCE AGREEMENT

ORDINANCE NO. 03- 12

WHEREAS, the Village of Tolono, Illinois by its Board of Trustees provides for the treatment of waste water within the Village of Tolono, Illinois; and

WHEREAS, the Board of Trustees at a duly held public meeting has considered the prior employment of E.R.H. Enterprises, Inc. as a contractor to provide maintenance services at the Village; and

WHEREAS, Said Contractor has provided adequate service for the Village in the past and has tendered a proposal for a new wastewater maintenance contract as provided in the agreement attached hereto and by reference incorporated herein; and

WHEREAS the Board of Trustees has determined that it is in the best interests of the Village to continue to work with said contractor and that the proposed contract is the most cost effective and appropriate way to assure quality maintenance in compliance with applicable law.

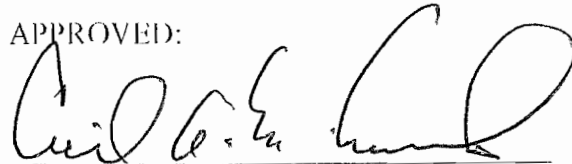
NOW THEREFORE, be it hereby ordained as follows:

- 1 The Board of Trustees hereby approves entering into the "Tolono Waste Water Maintenance Proposal" with E.R.H. Enterprises, Inc. as provided under the terms attached hereto and by reference incorporated herein.
2. The Village President and Village Clerk are hereby directed and authorized to execute such agreement on behalf of the Village.

This Ordinance shall become effective immediately upon passage, approval and publication in lawful pamphlet form.

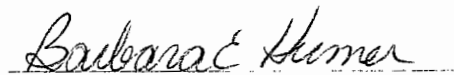
PASSED THIS 16<sup>th</sup> day of December, 2003.

APPROVED:



President of the Board of Trustees

ATTEST:



Barbara E. Humer  
Village Clerk

### TOLONO WASTEWATER MAINTENANCE PROPOSAL

This Agreement is made this 16<sup>th</sup> day of December, 2003, by and between E.R.H. Enterprises, Inc., Post Office Box 337, Westville, Vermilion County, Illinois, hereinafter called "Contractor", and the Village of Tolono, Champaign County, Illinois, hereinafter called "Village".

Whereas, the Village is responsible for the maintenance and operation of the Tolono Wastewater Treatment Facility, which services its community.

Whereas, the Contractor agrees to fulfill all necessary requirements under the applicable regulations and laws for the operation of such facility,

The following agreement has been reached:

Contractor will perform as follows:

1. Contractor will maintain and operate the existing plant in a manner to meet parameters set forth in the NPDES permit, as attached hereto as Exhibit A, and including subsequent revisions of the permit as granted by IEPA.
2. Contractor will maintain the existing Plant Site in a manner such as to affect a neat appearance of all structures and grounds, and shall be solely responsible for all painting, mowing, snow removal, and landscaping requirements at the Plant Site.
3. Contractor will furnish all parts, materials, and chemicals for normal operation and maintenance of the facility.
4. Contractor will furnish at its expense all tools, parts, materials, chemicals, supplies, labor, and supervision necessary to operate and maintain and manage the Collection System Pump Stations, provided that if the cost of replacement parts at any of the aforesaid Pump Stations exceeds \$2,000\*, the amount of said costs that exceeds \$2,000\* will be borne by the Village.  
\*on a per annum basis
5. Contractor will furnish all tools, labor, work equipment, and utilities required for the operation and maintenance of the facility and lift stations.
6. Contractor will collect all necessary samples and furnish all chemicals, laboratory equipment, and laboratory facilities to complete all test requirements set forth in the Village's NPDES and sludge disposal permits. A copy of all test results shall promptly be submitted to the Village.

7. Contractor will answer all correspondence and-or inquiries from IEPA as needed, will complete and submit to IEPA all discharge monitoring reports as required by the NPDES permit, and will submit all applications for permits to the proper agency. A copy of all paperwork will be submitted to the Village.
8. Contractor will furnish all personnel required to operate, maintain and manage the Wastewater Treatment Plant and Collection System Pump Stations, including without limitation, an IEPA Class I Certified Operator, an Assistant Operator with a minimum Class III Certification, and provide, when necessary, the services of a Machinist, Millwright, Electrician, Laboratory Technician, and Janitor.
9. The Certified Operator will be John McBride or another qualified individual approved by the Village. Contractor will provide supervision and maintenance of the entire plant at all times.
10. Contractor will furnish workers compensation insurance in accordance with Illinois law, liability insurance with limits of one million dollars per person and for property damage, name the Village as an additional insured, and provide the Village with current certificates of insurance.
11. Contractor will reimburse the Village for any fine assessed against it and paid to IEPA which results from failure of Contractor to perform its duties under this Agreement.
12. Contractor agrees to advise the Village when, in its opinion, capital expenditures are necessary or cost effective for continued operations.
13. Contractor will maintain a spare parts inventory.
14. Contractor will maintain required operating records and reports which shall be made available to the Village for inspection upon request.
15. Contractor will prepare, and if necessary, implement an emergency operating plan, and will provide all labor supervision, tools, equipment, and supplies to cope with any emergencies that might arise in connection with the Village's Wastewater Treatment Plant and Collection System Pump Stations.
16. Contractor will perform routine operational control testing as recommended by the IEPA.
17. Contractor shall store and dispose of all sludge from the Wastewater Treatment Plant by such method as required by the Village's IEPA approved Sludge Management Plan and Permit.
18. Contractor will provide power for the plant and lift stations up to \$33,000 per year. Power costs above that amount will be paid by the Village.

The Village will perform as follows:

1. The Village will designate in writing a person to act as representative with respect to the services to be rendered under this Agreement. Such person shall have the authority, subject to the approval of the Village board, to transmit instructions, receive information, interpret and define Village policies and decisions with respect to the Contractor's services for this Agreement.
2. The Village shall give prompt written notice to Contractor whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services, or any defect or nonconformance in the work of Contractor.
3. The Village shall continue to operate and maintain the collection system (sewers).
4. The Village shall make capital expenditures according to Contractor's recommendations if the Village agrees that such expenditures are necessary, cost effective, and in the best interest of the Village, and only if the Village determines adequate funds are available for such expenditures
5. Pay the Contractor the amount of \$125,000 per year, payable in the monthly amount of \$10,416.66 per month for the contract period of five years, to be paid on or before the tenth day of the month. Such payment shall be made from the special wastewater fund account.
6. The Village will provide the Contractor with copies of all correspondence from the EPA.
7. Should it be found that an industry, business or individual is discharging waste, which creates problems for the wastewater treatment facility the Village will cooperate with the Contractor in resolving such violation.
8. The Village shall assist the Contractor during power outages, large storms, or other emergencies by assigning Village personnel to monitor and mitigate effects of the Emergency for up to two hours from the time Contractor received notification from the Village. Contractor will reimburse the Village for all reasonable expenses for labor and materials incurred by the Village while so assisting the Contractor during power outages, large storms, or other emergencies, provided, however, that the cost of such labor shall not exceed the hourly rate of \$25.00
9. Independent Contractor: Contractor is providing the services described herein as an independent contractor. Neither Contractor nor any of its agents or employees shall be deemed employees of the Village for any purpose; neither Contractor nor any of its agents or employees shall be entitled to any benefits from the Village

which may be accorded to any full or part-time employees of the Village, including, without limitation, medical insurance, life insurance, worker's compensation coverage, vacation benefits, sick leave, or any leave with or without pay.

10. **Controlling Law:** This Agreement is to be governed by the laws of the state of Illinois.
11. **Termination for Cause:** In the event either party breaches any of the terms hereof, the nonbreaching party shall notify the breaching party in writing of the breach. If the breaching party fails to remedy the breach within thirty (30) days of receipt of the aforesaid notice, the nonbreaching party may terminate this Agreement by giving thirty (30) days advance, written notice.
12. **Attorney's Fees:** Default or breach of any of the terms hereof by any party hereto shall entitle the nondefaulting or nonbreaching party to claim and recover as damages all reasonable costs, attorney's fees and expense incurred in connection with the enforcement of this Agreement or any of the terms hereof.
13. **Notices:** Any notice required under this Agreement to be served upon either party shall be personally delivered, or shall be mailed by certified mail to such party at the address shown herein following their signatures, or at such other place as the parties may from time to time designate in writing.

**Special Conditions.**

In the event, that daily influent flow increases to an amount that exceeds current Plant capacity and or additions to the existing plant are made to meet the increased flow demands, or if a new Wastewater treatment Plant or any new pump stations are constructed during the duration of this contract, which increases operating expenses for the contractor. These extra expenses shall then be negotiated.

This agreement shall bind the parties hereto, their successors, and assignees.

In witness whereof, the parties hereto have set their hands and seals the day and year first written above.

VILLAGE OF TOLONO

By: *Carl G. E. [Signature]*  
Mayor

ATTEST: *Barbara E. [Signature]*  
Clerk

Address: Village Hall  
Tolono, IL 61880

ERH ENTERPRISES, INC.

By: \_\_\_\_\_  
Vice President

ATTEST: \_\_\_\_\_  
Secretary

Address: PO Box 337  
Westville, IL 61883