

RESOLUTION NO. 2967

**RESOLUTION OF THE CITY OF TOULON ESTABLISHING A POLICY
REGARDING A REIMBURSEMENT PROGRAM FOR REPAIR OF PRIVATE SANITARY
SEWER SERVICE LATERALS**

WHEREAS, the City of Toulon owns and operates a combined sewer system for the benefit of all residents that transmits and treats sewerage as a means of protecting public health ("City System"); and

WHEREAS, pursuant to Section 11-139-8 of the Illinois Municipal Code, the City of Toulon has the authority to make, enact, and enforce all needful rules and regulations for the operation of the City System; and

WHEREAS, residential dwellings are required to connect to the City System; and

WHEREAS, owner of residential property are responsible for all costs of maintaining any lateral sewer line connecting a private parcel or structure to the City System (commonly referred to as the "Lateral Line"); and

WHEREAS, sewer repairs to Lateral Lines can be extraordinarily costly and the cost of such repairs may cause an owner to delay or forego undertaking the required repairs, thereby creating a public nuisance, hazardous condition, and threat to the City System and the environment; and

WHEREAS, to abate the nuisance, protect the environment and property, and ensure the performance of the City System, the City desires to establish a policy providing for the reimbursement to property owners of a portion of such costs incurred; and

WHEREAS, the Mayor and the City Council of the City of Toulon deem it necessary and advisable to establish a reimbursement program for the repair of Lateral Lines as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF CITY OF TOULON,
STARK COUNTY, ILLINOIS, THAT**

Section 1. That the findings and recitations hereinabove set forth are adopted and found to be true.

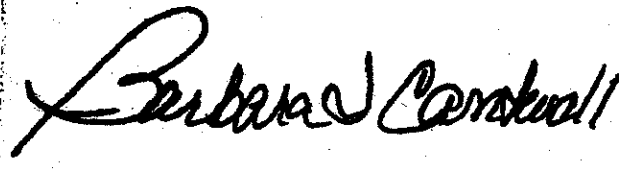
Section 2. The City hereby approves the cost reimbursement policy for repair of privately owned sanitary sewer service laterals as set forth in the attached **Exhibit A** attached hereto and incorporated herein.

Section 3. This Resolution shall be in full force and effect immediately upon its passage and approval by the City Council.

APPROVED:


Mayor

ATTEST:



City Clerk

Exhibit A

A Policy Regarding Cost Reimbursement for Sanitary Sewer Service Laterals

- A. **Purpose.** The City recognizes the extraordinary costs to repair lateral sewer lines within the City of Toulon and desires to provide for a program whereby the City provides partial reimbursement to eligible property owners for certain costs of repair and replacement of their lateral service lines. This program will enhance the performance of the entire sewer system and prevent damage and nuisance within the City.
- B. **Funding.** The City of Toulon Sanitary Sewer Lateral Repair Reimbursement Program is funded annually per fiscal year in the amount of \$20,000, subject to prior appropriation by the Toulon City Council. Reimbursements are processed on a "first-come, first served" basis for qualifying homeowners, up to a maximum of \$5,000 per project. Once funds are exhausted for the fiscal year, no additional reimbursement requests will be honored.
- C. **Qualifying Applicants.** To be eligible for reimbursement pursuant to this policy, the lateral service line must be serving a residential property located within the corporate limits of the City of Toulon.
- D. **Qualifying Reimbursement.** This program provides reimbursement for 50% of the costs, up to \$5,000, for repair and replacement of that portion of a homeowner's lateral sewer service line located forty (40) feet past the homeowner's property line. This program does not provide reimbursement for that portion of a lateral line located on the property owner's private property or within forty (40) feet of the property line.
- E. **Notice & Reimbursement.** Residents must contact the Mayor before work starts to confirm program eligibility and provide a contractor's estimate of costs. Eligibility for reimbursement is subject to the reasonable review of City officials as to the necessity for work and reasonableness of costs. Work may not begin until City and the Property Owner have executed an Agreement in the form substantially in the form set forth in Exhibit A.
- F. **Procedure.**
1. **Notice & Estimate Prior to Work Beginning.** Prior to work beginning, the property owner shall provide a contractor's estimate of necessary repair costs to the Mayor, the signed Program Agreement, and such other evidence as the Mayor or his designee may require to determine the necessity of the repair and reasonableness of the contractor's estimate. The contractor's estimate shall contain detailed costs for the repair and/or replacement. Costs must be separated out for work extending beyond 40 feet from the property owner's property line. If determined reasonable and necessary in the discretion of the Mayor or his designee, the City will execute the Program Agreement agreeing to reimburse the Property Owner, subject to the terms and conditions set forth herein. Work may not begin until the City has signed the Program Agreement.

2. **Work.** The property owner shall make arrangements with an appropriate contractor to repair the service lateral.
 - i. The repairs to the lateral service line and all associated work shall be performed in a workmanlike manner and in conformance with all city ordinances and other requirements of law. The homeowner shall obtain all necessary permits and permissions for the repair. Work within the City's right-of-way is subject to prior City approval.
 - ii. All work is subject to inspection by the City.
 - iii. City right-of-way or other third-party property shall be restored to like condition as existed prior to the work. If restoration to any City sidewalks or roads are required as a result of any such work, the City shall be responsible for such restoration at City cost.
3. **Request for Reimbursement.** The property owner shall be responsible for the initial payment of all costs related to the repair or replacement of a sanitary service lateral. The property owner shall submit to the City a paid receipt or invoice from the contractor that performed the work. The paid receipt shall contain detailed costs for the repair and replacement of the laterals extending beyond 40 feet from the property owner's property line. Reimbursement is intended to be paid only to property owners. The City will not recognize a subrogation claim by an insurance company.
4. **Costs.** Upon submission of reasonable supporting information, the City will reimburse residential property owners for fifty percent (50%) of their costs incurred for replacement of that portion of their lateral sewer line which is located greater than forty (40) feet beyond the property owner's property line, up to a maximum of \$5,000 per project. Reimbursement remains subject to the reasonable determination of the Mayor that these program requirements have been met.
5. **Liability.** The property owner is solely responsible for the work and shall indemnify and hold harmless the City, its officials, agents, and employees from any damages or claims arising from the work or this Program.

**Exhibit A –
Sewer Lateral Repair Reimbursement Program Request & Agreement**

City of Toulon
Sewer Lateral Repair Reimbursement Program Request & Agreement

Applicant Information

Name: _____ ("Property Owner") Phone: _____

Service Address: _____

Contact Address (if different): _____

Sewer Lateral Repair Information

Repair Details:

Estimate of Total Cost of Repair: \$ _____

Estimate of Total Reimbursement Amount Requested (Maximum of \$5,000): \$ _____

Contractor's Estimate must be attached.

Reimbursable amounts are limited to 50% of costs (up to \$5,000) of repair to lateral lines located more than 40 feet beyond the owner's property line. Estimates must be sufficiently detailed to itemize costs associated with reimbursable amounts.

Agreement

Property Owner acknowledges and agrees to the following:

1. **Purpose.** The City of Toulon recognizes the extraordinary costs to repair lateral sewer lines within the City and desires to provide for a program whereby the City provides partial reimbursement to eligible property owners for certain costs of repair and replacement of their lateral service lines. This program will enhance the performance of the entire sewer system and prevent damage and nuisances within the City.
2. **Funding.** The City of Toulon Sanitary Sewer Lateral Repair Reimbursement Program ("Program") is funded annually per fiscal year in the amount of \$20,000, subject to prior appropriation by the Toulon City Council. Reimbursements are processed on a "first-come, first served" basis for qualifying homeowners, up to a maximum of \$5,000 per project. Once funds are exhausted for the fiscal year, no additional reimbursement requests will be honored.
3. **Qualifying Applicants.** To be eligible for reimbursement pursuant to the Program, the lateral service line must be serving a residential property located within the corporate limits of the City of Toulon. Reimbursable costs are limited to those costs associated with the replacement of that portion of a homeowner's lateral sewer service line located forty (40) feet past the homeowner's property line. This program does not provide reimbursement for that portion of a lateral line located on the property owner's private property or within forty (40) feet of the property line.

City of Toulon

Sewer Lateral Repair Reimbursement Program Request & Agreement

4. Procedure.

- A. **Notice & Estimate Prior to Work Beginning.** Prior to work beginning, the Property Owner shall provide to the Mayor a contractor's estimate of necessary repair costs, this signed Agreement, and such other evidence as the Mayor or his designee may require to determine the necessity of the repair and reasonableness of the contractor's estimate.

The contractor's estimate shall contain detailed costs for the repair with costs separated for those associated with work on the lateral line located more than 40 feet from the owner's property line. If determined reasonable and necessary, the City will execute this Agreement agreeing to reimburse the Property Owner, subject to the terms and conditions set forth herein. Work may not begin until the City has signed this Agreement.

- B. **Work.** The property owner shall make arrangements with an appropriate contractor to repair the lateral service line.

- i. The repairs to the lateral service line and all associated work shall be performed in a workmanlike manner and in conformance with all city ordinances and other requirements of law. The homeowner shall obtain all necessary permits and permissions for the repair. Work within the City's right-of-way is subject to prior City approval.
- ii. All work is subject to inspection by the City.
- iii. City right-of-way or other third-party property shall be restored to like condition as existed prior to the work. If restoration to any City sidewalks or roads are required as a result of any such work, the City shall be responsible for such restoration at City cost.

- C. **Request for Reimbursement.** The property owner shall be responsible for the initial payment of all costs related to the repair or replacement of a lateral service line. The property owner shall submit to the City a paid receipt or invoice from the contractor that performed the work. The paid receipt shall contain detailed costs for the repair and replacement of the laterals with costs separated out for work on laterals extending beyond 40 feet from the property owner's property line. Reimbursement is intended to be paid only to property owners. The City will not recognize a subrogation claim by an insurance company.

5. **Costs.** The City will reimburse residential property owners for fifty percent (50%) of their costs incurred for replacement of that portion of their lateral sewer line which is located greater than forty (40) feet beyond the property owner's property line, up to a maximum of \$5,000 per project. The final determination for eligibility for reimbursement remains subject to the reasonable determination of the Mayor that program requirements have been met.

6. **Responsibility.** The Property Owner agrees to be solely responsible for the lateral service line work for which funding is requested. The City of Toulon assumes no liability for any defective work or other damage, injury, or loss resulting from any act or omission in the performance of any work, or in any way related to this Agreement or the City of Toulon Sanitary Sewer Lateral Repair Reimbursement Program. The Property Owner agrees to indemnify and hold harmless the City of Toulon, its officials, agents, and employees from any damage or claims arising from the work or this Agreement and further covenants not to sue the City for any and all claims.

7. **Breach.** If the Property Owner fails to comply with all requirements of this Agreement or to complete the work as set forth in the estimate attached hereto, the City shall have no obligation to reimburse the Property Owner.

8. **Entire Agreement.** This Agreement and the documents referenced in this Agreement constitute the entire Agreement between the parties and supersede any previous conversations.

Agreed and Acknowledged:

City of Toulon

Sewer Lateral Repair Reimbursement Program Request & Agreement

Date: _____

Signature of Property Owner(s):

Date: _____

City of Toulon: _____

Mayor