

**SEWER MAINTENANCE AGREEMENT (2019)**

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the VILLAGE OF CRESTON, ILLINOIS (hereinafter referred to as “Creston”) and the CITY OF ROCHELLE, ILLINOIS (hereinafter referred to as “Rochelle”),

W I T N E S S E T H :

WHEREAS, Creston and Rochelle entered into an agreement on February 10, 1998, regarding the maintenance of the sanitary sewer system in the Village of Creston, Illinois; and,

WHEREAS, Creston and Rochelle also entered into a Sewer Maintenance Agreement on May 1, 2011 regarding additional maintenance services to be provided by Rochelle to Creston; and,

WHEREAS, the Village of Creston has requested a modification of said agreement to provide for locating services for water and sewer by Rochelle to Creston; and,

WHEREAS, Creston is in need of personnel and equipment for the maintenance of its sanitary sewer system and for the locating of its water and sewer mains; and

WHEREAS, Rochelle has personnel and equipment and is able to provide sanitary sewer maintenance and locating services to Creston; and,

WHEREAS, the parties desire to enter into an agreement whereby Rochelle will provide personnel and equipment for the maintenance of the sanitary sewer system and for the locating and making of water and sewer mains in Creston in exchange for payment by Creston in accord with a payment schedule as incorporated herein,

NOW THEREFORE, in consideration of the mutual promises of the parties together with other good and valuable consideration, the Village of Creston and City of Rochelle agree as follows:

1. Rochelle will provide personnel and equipment of the routine maintenance of the Creston Lift Station and provide, as necessary, the maintenance of the sanitary sewer collection system in Creston. Creston agrees that it will be charged by Rochelle on an hourly and per call basis according to the rate schedule listed in paragraph 4 below. This rate schedule shall be reviewed annually with any changes agreed to by both parties.
2. The routine preventative maintenance and operation inspections of the lift station and sanitary sewer system shall consist of the following:

Weekly maintenance:

- Check motor amps for each pump
- Run both pumps on hand, look and listen for abnormalities
- Check wet well for any abnormalities
- Record hours on stand-by generator

Monthly maintenance:

- Pull and clean floats
- Check Float operation
- Check alternator
- Check all lights

Semi-annual maintenance

- Clean wet well
- Pull pumps and wash down

Annual maintenance:

- Check seal oil
- Check bottom plate adjustments
- Check cable for damage
- Measure pump for rate via drawdown

Rochelle will maintain records of all maintenance of the system by a licensed operator for the benefit of Creston if, and when, required by state and federal agencies.

3. Should an emergency repair of the Creston Lift Station be required, Rochelle Water Reclamation personnel will be authorized to make expenditures not to exceed \$500 without authorization of an agent of the Village of Creston.
4. Unless there is an emergency, all maintenance will be performed by Rochelle on the weekends only or if there is an agreement between both parties to perform the work during the weekdays at normal working hours.
5. Rochelle will perform locating services for water and sewer mains within the Village of Creston and respond to JULIE notices on behalf of the Village of Creston under the following terms and conditions:
  - a. The City of Rochelle's charges shall be those as set forth in Paragraph 5 below.
  - b. Creston will furnish Rochelle with as-built maps of its water and sewer distribution and collections systems that Rochelle will be able to use as a guide in locating Creston's water and sewer mains.
  - c. Rochelle will not be responsible for damages that would occur from water and sewer mains and services which are not shown or shown incorrectly on the maps provided by Creston.
  - d. With regard to PVC lines, Rochelle will attempt to locate PVC lines if the line contains a tracer wire. If it does not contain a tracer wire, Rochelle will notify Creston and Creston will be responsible for having personnel on site during an excavation.
  - e. Rochelle shall respond to JULIE requests on a priority basis. All "RUSH" locates will be done as an emergency and subject to overtime rates.
  - f. Billing for the location services will be itemized on the monthly bill sent to Creston which will also include lift station and sewer maintenance charges.
  - g. Creston will be responsible for submitting the paperwork and membership fees to JULIE. Creston will designate the Village of Creston as a member utility and be assigned a member code. Rochelle will be designated as the contracted locator. As part of Creston's member information, it will direct JULIE to send all locate notices to an e-mail address to be provided by Rochelle for that purpose. Rochelle will submit printed copies of all completed Creston Member Code locates to the Village of Creston.
6. Fee Schedule for Maintenance, Inspections and Other Repairs made by Rochelle:

Labor person	\$47/hr
Over-time	\$71/hr
Sunday Over-time	\$94/hr
Holiday Over-time	\$118/hr
Vactor Truck Usage	\$150/hr
Utility Truck Usage	\$15/hr

Use of other equipment will be charged at the usual and customary cost of such equipment.

7. Either party may terminate this agreement 30 days after giving the other party notice of its intent to terminate this agreement.
8. This agreement shall become effective upon approval by the Village of Creston and City of Rochelle.

CITY OF ROCHELLE, ILLINOIS,

BY: \_\_\_\_\_  
Jeff Fiegenshuh, City Manager

VILLAGE OF CRESTON, ILLINOIS

BY: \_\_\_\_\_  
Its President

Attest: \_\_\_\_\_  
Secretary