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Downers Grove Sanitary District

2710 Curtiss Street
P.O. Box 1412
Downers Grove, IL 60515-0703
Phone: 630-969-0664
Fax: 630-969-0827

Staff
Lawrence C. Cox
General Manager
Ralph E. Smith, Jr.
Operations Director
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Providing a Better Environment for South Central DuPage County

BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM

Effective July 1, 2002, the Downers Grove Sanitary District implemented a Building Sanitary Service Repair Assistance Program. The District will repair, rehabilitate or replace a building sanitary service under certain conditions. If you are interested in this program, carefully review the enclosed material which includes the following:

- Application for Participation
- Program Requirements – Building Sanitary Service Repair Assistance Program
- Agreement – Building Sanitary Service Repair Assistance Program
- Building Sanitary Service Access Agreement
- Program Requirements – Private Property Infiltration and Inflow Removal Program

After review of the enclosed material, please call our office if you have any questions or need any additional information. If you would like to apply for this program, please complete and return the one-page Application for Participation form.

APPLICATION FOR PARTICIPATION IN
DOWNERS GROVE SANITARY DISTRICT
BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM

I/We hereby request participation in the Downers Grove Sanitary District Building Sanitary Service Repair Assistance Program, hereinafter called the "Program."

I/We own, and this application is for, the following described property:

Address: _____

Legal Description: _____

Parcel Number (P.I.N.): _____ (You may obtain the Parcel
Number (P.I.N.) for your property from your real estate tax bill.)

I/We have received a copy of the Program Requirements attached to and made a part of this application.

I/We agree to allow the Downers Grove Sanitary District or its representatives to make any and all inspections and testing as detailed in the Program Requirements.

I/We have received sample copies of the Agreement for Building Sanitary Service Repair Assistance Program and the Access Agreement and understand that said Agreements must be signed in order to participate in the Program.

Dated this _____ day of _____, 20____.

OWNER(S)

Printed Name

Signature

Printed Name

Signature

Telephone Number

NOTE – If this property is held in a land trust, please submit a copy of the trust agreement or a certificate from the trustee of the trust which discloses all beneficiaries having any interest in this property, states that the trust is in full force and effect, that the trust currently owns the property and the trustee signs and dates the letter. If any of these beneficiaries are a corporation, the identity of all corporate shareholders must also be disclosed.

DOWNERS GROVE SANITARY DISTRICT
BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM

PROGRAM REQUIREMENTS

The District will repair, rehabilitate or replace a building sanitary service under certain conditions as detailed in this program. This program will provide a mechanism for the District to be certain that said repairs are performed properly, to reduce or eliminate infiltration and inflow, and insure that repairs are made in a manner which protects the integrity of the public sanitary sewer system.

The District has determined that certain requirements for the Building Sanitary Service Repair Assistance Program are necessary to protect the integrity of such a program and the financial well-being of the District.

A building sanitary service repair assistance program is hereby implemented under the following conditions and requirements:

- 1) A building sanitary service is defined as the entire private sanitary sewer service line from the building to the District public sanitary sewer line including the point of connection (such as a wye, tee or break-in connection) as defined by District ordinance.
- 2) This program applies to all buildings connected to the Downers Grove Sanitary District collection system.
- 3) This program shall be effective July 1, 2002.
- 4) This program is limited to funds budgeted for the program. Funding levels may be changed or eliminated based on the District's annual review of the program.
- 5) Priorization of applications shall be at the sole discretion of the District. For purposes of prioritizing applications, the District may consider the severity of the problem, costs for corrective measures, time constraints, future work that may be applicable to that location, and such other considerations as the District deems necessary.
- 6) An owner desiring to participate in this program must complete and submit a signed Application for Participation, a Building Sanitary Service Repair Assistance Agreement and an Access Agreement. The Building Sanitary Service Repair Assistance Agreement shall include, among other items, a clause whereby the Owner releases and waives any claim of liability against the District from any sanitary sewer backups or any consequence of their participation in the program including, the District's determination of corrective actions, selection of the contractor to be utilized, implementation and completion of the corrective action, or the owner's eligibility, participation or funding priority in this program.

- 7) The program will be evaluated annually and the District may change or eliminate the program.
- 8) The District will pay for the repair, replacement, or rehabilitation of a building sanitary service and reasonable restoration.
- 9) In accordance with District ordinances, the owner of the property retains ownership of the entire building sanitary service and nothing contained in this program, its underlying ordinances, or administration of the program shall transfer ownership for any portion of the building sanitary service to the District.
- 10) In accordance with District ordinances, the owner of the property is responsible for all maintenance and operation of the building sanitary service. Maintenance and operation as defined by District ordinance means keeping the sanitary sewer connection, sewer lines and other sewer facilities in satisfactory working condition and a good state of repair (including but not limited to preventing any obstruction or extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the functions and producing the final results and purposes said facilities are intended to perform. Types of maintenance activities may include, but are not limited to, any and all work necessary to keep the entire length of the building sanitary service in working condition and free of infiltration and inflow, including televising, rodding, cleaning, root cutting or other root eradication procedures, removal of materials or debris, or repair, replacement or rehabilitation. Nothing contained in this program, its underlying ordinances, or administration of the program shall transfer maintenance for any portion of the building sanitary service to the District.
- 11) An owner desiring to participate in this program must apply for the District Private Property Infiltration and Inflow Removal Program and complete all work required under that program, either prior to or concurrent with this program
- 12) The District exercises no authority or responsibility for trees located in the public right-of-way. Property owners who believe that public right of way trees may be causing or contributing to building sanitary service problems should direct their concerns to the appropriate municipality.
- 13) If at any time, the District makes any repair, replacement, or rehabilitation or other work to relieve a building sanitary service problem, the owner must agree to allow the District to install a clean out.
- 14) In order to be eligible for this program, the following steps are required:
 - a) The owner must have experienced a minimum of three building sanitary service backup incidents in a two year period. The District must have been notified and allowed to investigate each of the building sanitary service

backups including the corrective measures taken by the owner. Investigation may include visiting the site, viewing and copying any invoices for costs incurred, contact with any contractor who performed work at the site, and inspecting any work performed at the site. If, after investigation, the District determines that the work was not completed properly and thoroughly and in a manner which could reasonably be expected to relieve the immediate problem and prevent future problems, that situation will not be considered one of the three building sanitary service backups towards eligibility in this program.

- b) Upon investigation of the third backup, the District shall have sole responsibility and authority to determine if the cause of the repeated maintenance activity by the homeowner is a problem which requires repair, rehabilitation or replacement. The District shall have sole authority to determine if the repair, rehabilitation or replacement is eligible under this program. If this determination is made, the District shall have authority to determine corrective measures and may contract for or use its own personnel to make any rodding, repair, replacement or rehabilitation of the building sanitary service. The District shall have no obligation to use any contractor who may already be at the job site at the request of the homeowner.
 - c) The District reserves the right to waive the requirement contained in Item 14b above and proceed to provide assistance as provided by this program in the case of a total blockage of the building sanitary service, where the District has determined that maintenance by the owner shall not relieve said blockage.
 - d) The District shall have sole responsibility and authority to determine the cause of a total blockage of the building sanitary service. If this determination is made, the District shall have authority to determine corrective measures and may contract for or use its own personnel to make any rodding, repair, replacement or rehabilitation of the building sanitary service. The District shall have no obligation to use any contractor who may already be at the job site at the request of the homeowner.
 - e) Blockages of the building sanitary service determined by the District to be caused by actions of the property owner or resident of the premises shall not be eligible under this program.
- 15) The District's assistance is limited to the actual costs incurred by the District for investigation, repair, replacement, rehabilitation, rodding or restoration of the building sanitary service.
 - 16) The General Manager may, in his discretion, provide a waiver of those program requirements listed above which he deems appropriate based on his evaluation of the individual circumstances related to a request for financial assistance.
 - 17) The District shall have the sole authority to determine eligibility for participation, prioritization of requests and compliance with all requirements for the program and District ordinances.

SAMPLE - DO NOT SIGN AT THIS TIME

**AGREEMENT
FOR BUILDING SANITARY SERVICE REPAIR ASSISTANCE PROGRAM**

This Agreement is made this _____ day of _____, 20__ by and between the Downers Grove Sanitary District ("District") and _____ ("Owners") of the premises located at:

Address: _____

Legal Description: _____

P.I.N.: _____

Whereas, the District has a Building Sanitary Service Repair Assistance Program ("Program"), and

Whereas, Owners hereby request participation in the Downers Grove Sanitary District Building Sanitary Service Repair Assistance Program.

Now, therefore, in consideration of the mutual covenants contained herein, the District and the Owner hereby agree to the following terms and conditions:

- 1) Owners have read and understand the Building Sanitary Service Repair Assistance Program Requirements attached to and made a part of this Agreement.
- 2) Owners understand that participation in the Building Sanitary Service Repair Assistance Program requires compliance with the District's Private Property Infiltration and Inflow Removal Program.
- 3) Owners understand that participation in the Building Sanitary Service Repair Assistance Program requires execution of an Access Agreement.
- 4) Owners agree to allow the District employees, engineers, contractors and agents reasonable access to the subject property for the completion of all work required under the Program.
- 5) Upon compliance of Owners with all terms and conditions as stated in the program information, the District will provide assistance to the Owners as allowed by the program.

- 6) Owners agree that if they fail to comply with all terms and conditions as stated in the program requirements, they shall be liable to the District for any and all costs incurred by the District for any work performed at the subject premises in the course of providing assistance under this program.
- 7) The Owners agree to retain ownership and maintenance responsibilities for the building sanitary service serving the subject property and nothing contained herein shall transfer ownership or maintenance responsibilities of the building sanitary service to the District.
- 8) Owners agree to release and waive any claim, suit or liability and to indemnify and hold harmless the Downers Grove Sanitary District, its trustees, officers, employees, engineers and agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with any previous sanitary sewer backups or the undersigned's participation in this program. This covenant shall include, but not be limited to, any consequence of their participation in the program including, the District's determination of corrective actions, selection of the contractor to be utilized, implementation and completion of the corrective action, or the owners eligibility, participation or funding priority in this program.
- 9) Owners state that they are the owners of the premises listed above, and that they have read and understand this Agreement.

DOWNERS GROVE SANITARY DISTRICT

OWNER(S)

Lawrence C. Cox, General Manager

SAMPLE - DO NOT SIGN AT THIS TIME

SAMPLE - DO NOT SIGN AT THIS TIME

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____ and _____,
personally known to me to be the same persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that they signed, sealed and
delivered the said instrument as their free and voluntary act, for the uses and purposes therein set
forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____,
20____.

Notary Public

PREPARED BY:
Michael C. Wiedel, Attorney
4915 Main Street
Downers Grove, IL 60515

SAMPLE - DO NOT SIGN AT THIS TIME

BUILDING SANITARY SERVICE ACCESS AGREEMENT

In consideration of good and valuable consideration, receipt and sufficiency of which are hereby expressly acknowledged, _____ (hereinafter referred to as "Grantor"), legal owner of the below described property, hereby warrants, grants and conveys to the DOWNS GROVE SANITARY DISTRICT, a body politic and corporate of DuPage County, Illinois, (hereinafter referred to as "Sanitary District") its engineers, contractors, agents, successors and assigns, the right to inspect, test, measure flows or otherwise monitor each underground building sanitary service and the right of access thereto, in, upon, under, over, through and across the land over each building sanitary service from the property line to each building located on the following described property:

P.I.N.: _____

Common Address: _____

The access for said building sanitary service, herein granted, is subject to the following terms and covenants, which the Sanitary District expressly acknowledges, undertakes and agrees to fulfill, to-wit:

1. This access shall not unreasonably interfere with the use and enjoyment of the Grantor's property, by the Grantor, its successors and assigns.
2. In the event that a building sanitary service requires repair, reconstruction, rehabilitation or replacement, Grantor agrees to cooperate with the Sanitary District to allow reasonable additional access for such work. The responsibility for the repair, reconstruction, rehabilitation or replacement shall be governed by ordinances of the Sanitary District in effect as of the date of this agreement and as subsequently amended from time to time.
3. If the surface of the subject property is disturbed by the Sanitary District, its engineers, contractors, agents, successors or assigns, at any time, and from time to time, by the inspection, testing, reconstruction, rehabilitation, repair or replacement in connection with said building sanitary service, the Sanitary District shall, at its sole cost and expense, repair and restore any disturbed property to substantially the same condition that existed immediately prior to such disturbances, including, without limitation, necessary repairs and replacement of paving and landscaping.
4. Grantor agrees that the operation and maintenance of said building sanitary service shall be governed by ordinances of the Sanitary District in effect as of the date of this agreement and as subsequently amended from time to time.

The Sanitary District, as a condition of rights granted to it by this agreement, hereby agrees to protect, indemnify and hold the owners of the above described property harmless from and against any and all claims, demands, causes of action, losses, suits, liabilities, judgements and decrees relating to the use of this access agreement, and the costs and expenses (including attorney's fees) incident to the defense of and by such owners, in any manner caused by, resulting from, growing out of, connected with, or in any way attributable to its use of this access agreement.

Grantor does hereby warrant that he/she is the legal owner of the above described property. "Grantor" when used herein is intended to refer to the holder or holders from time to time of title to the Tract and to any portions thereof. All provisions of this Agreement, including the benefits of burdens, are hereby declared to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, as well as, the future owners of any

part of the land subject to any easements created hereby. This agreement will be recorded with the DuPage County Recorder of Deeds to serve as notice to future owners of the subject property.

For the consideration expressed herein, the Sanitary District joins in the execution of this document for the purpose of accepting, consenting and agreeing to the terms and obligations contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of this _____ day of _____, 20____.

DOWNERS GROVE SANITARY DISTRICT

SAMPLE - DO NOT SIGN AT THIS TIME

BY: _____
General Manager

ATTEST: _____
Assistant Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 20____.

Notary Public

Prepared By: Michael C. Wiedel, 4915 Main Street, Downers Grove, Illinois 60515
Mail To: Downers Grove Sanitary District, 2710 Curtiss Street, Downers Grove, Illinois 60515

APPROVED MAY 2001
REVISED OCTOBER 2001

DOWNERS GROVE SANITARY DISTRICT
PRIVATE PROPERTY INFILTRATION AND INFLOW REMOVAL PROGRAM

PROGRAM REQUIREMENTS

BACKGROUND

District ordinances prohibit the discharge of any stormwater, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or any flows other than wastewater into the District sanitary sewer system. These flows, referred to as infiltration and inflow or I/I, overload the sanitary system, resulting in the backup of raw sewage into basements and the overflow of raw sewage from manholes. Infiltration and inflow (I/I) can be contributed from private property through direct footing drain connections, indirect footing drain connections, sump pumps, downspouts or roof drains, driveway drains, area drains, patio or yard drains, leaking sanitary or ejector sump pits, leaks in subsurface sanitary waste piping or the building sanitary service, etc. In 1973, the District began inspecting buildings to identify downspout and sump pump connections which contributed I/I to the sanitary sewer system. Property owners were requested to correct any downspout or sump pump connection which contributed I/I and these corrections have been completed at the property owner's expense. A copy is attached of those sections of District ordinances which prohibit the discharge of I/I into the sanitary sewer system, provide for District inspections to identify such sources and require the correction of any such illegal connections.

Unfortunately, the District sanitary sewer system continues to receive high levels of I/I. Normal flows to the District Wastewater Treatment Center during dry weather average 8 million gallons per day. During significant rainfall or snow melting events, these flows reach peak flow rates in excess of 80 million gallons per day. The majority of these I/I flows are coming from private property. As a result, in order to reduce I/I, the District must now identify and correct the remaining I/I sources, such as direct footing drain connections, indirect footing drain connections, driveway drains, area, patio or yard drains, and leaks in subsurface sanitary waste piping or the building sanitary service. These sources have not previously been addressed because of the cost of identification and correction. The District developed this Private Property Infiltration and Inflow Removal Program to address these I/I sources.

PROGRAM REQUIREMENTS

The District will provide assistance to property owners to identify and remove infiltration and inflow sources located on their property as detailed in this program. This program is being implemented to recognize that the removal of infiltration and inflow from the District sanitary sewer system benefits all users of the system and, therefore, the costs of this removal should be borne by all users as a system cost. This program will also provide a mechanism to insure that this work is performed properly and in a manner which protects the integrity of the District sanitary sewer system.

The District has determined that certain requirements for the Private Property Infiltration and Inflow Removal Program are necessary to protect the integrity of such a program and the financial well being of the District.

A private property infiltration and inflow removal assistance program is hereby implemented under the following conditions and requirements:

- 1) The following I/I sources are eligible for removal under this program: direct footing drain connections, indirect footing drain connections, driveway drains, area drains, patio or yard drains, leaking plumbing waste lines, or leaks in subsurface sanitary waste piping or the building sanitary service. The following I/I sources are not eligible for removal under this program and must be removed at the owner's sole expense: sump pumps, downspouts, or roof drains.
- 2) This program applies to all buildings connected to the Downers Grove Sanitary District sanitary sewer system which meet one of the following criteria:
 - a) Building is located within an area selected by the District for infiltration and inflow removal.
 - b) Building owner has applied for the District Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices.
- 3) This program shall be effective June 4, 2001.
- 4) The program will be evaluated annually and the District may change or eliminate the program.
- 5) This program is limited to funds budgeted for the program. Funding levels may be changed or eliminated based on the District's annual review of the program.
- 6) Prioritization of applications shall be at the sole discretion of the District. For purposes of prioritizing applications, the District may consider the severity of the I/I flows, costs for corrective measures, time constraints, and such other considerations as the District deems necessary.
- 7) An owner desiring to participate in this program must sign an Agreement for Private Property Infiltration and Inflow Removal (hereinafter referred to as the "Program Agreement") and a Building Sanitary Service Access Agreement (hereinafter referred to as the "Access Agreement"). Said Program Agreement shall include, among other items, a clause whereby the Owner releases and waives any claim of liability against the District from any consequence of their participation in the program including, the District's determination of corrective actions, selection of the contractor to be utilized, implementation and completion of the corrective action, or the owner's eligibility, participation or funding priority in this program.

- 8) The District will pay for the costs of identifying and removing all eligible I/I sources, including testing; televising; installation of storm water sump pits, pumps and piping; disconnection of existing drains from the sanitary sewer and connection to a storm water sump or piping; repair, rehabilitation or replacement of subsurface sanitary waste piping or the building sanitary service, and reasonable restoration. The installation of a footing tile drainage system is not eligible for assistance under this program.
- 9) The property owner retains ownership and operation, maintenance and replacement responsibility for all sump pumps, piping, connections and appurtenances which may be installed under this program. Nothing contained in this program shall transfer ownership or operation, maintenance or replacement responsibility for these facilities to the District.
- 10) The property owner retains ownership and maintenance responsibilities for the building sanitary service serving the subject property and nothing contained in this program shall transfer ownership or maintenance responsibilities of the building sanitary service to the District.
- 11) The District's assistance is limited to the actual costs incurred for the eligible work contained in this program.
- 12) This program includes the following steps:
 - a) Letter is sent to property owner explaining the program and requesting that the owner schedule the preliminary inspection of the building.
 - b) District personnel conduct preliminary inspection of building, take measurements, interview owner, complete inspection form, and take photos or videos, as appropriate. District schedules date for second inspection with the owner.
 - c) District conducts second inspection including televising and locating all subsurface sanitary waste piping and the building sanitary service, dye testing all outside drains and any suspect downspouts, and performing flood and/or dye test to ascertain leaks and footing tile.
 - d) Based upon review of all data, the I/I quantity from each source is estimated and a cost-effective rehabilitation method is developed by the District.
 - e) The District provides the owner with written findings of the inspections, the recommended rehabilitation method(s) and the eligibility of these methods under this program. These items are reviewed and discussed with the owner during a follow-up site visit.

- f) The District schedules site visits with the owner and appropriate contractors to review the proposed work and to assist the contractors in the preparation of proposals for the completion of the recommended repairs.
 - g) The District receives proposals from contractors, evaluates each proposal and selects the lowest, responsible proposals for the work.
 - h) The District prepares and sends to the property owner for signature the Program Agreement and the Access Agreement.
 - i) The property owner signs and returns to the District the Program Agreement and the Access Agreement. The District schedules the work with the owner and the contractors.
 - j) The contractors complete the work. The District inspects the work and performs any appropriate testing. The Village also inspects the work.
 - k) Upon acceptance, the District pays the contractors for the work.
- 13) The General Manager may, in his discretion, provide a waiver of those program requirements listed above which he deems appropriate based on his evaluation of the individual circumstances.
- 14) The District shall have the sole authority to determine eligibility for participation, prioritization of requests and compliance with all requirements for the program and District ordinances.

EXCERPT FROM DISTRICT ORDINANCES

ARTICLE II - USE OF PUBLIC SEWERS

Section 4. No person shall discharge or cause to be discharged into the sanitary sewer system any storm water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, industrial cooling operations, or any flows other than wastewater.

Section 4.1. The proper maintenance and operation of a building sanitary service to and including the point of connection (such as a wye, tee or break-in connection) to the public sanitary sewer shall be the responsibility of the owner of the premises served by said building sanitary service. Maintenance means keeping the building sanitary service in satisfactory working condition and a good state of repair (including but not limited to preventing any obstruction or extraneous material or flows from entering said facilities, protecting said facilities from any damage and keeping same free from defects or malfunctions), and making necessary provisions and taking necessary precautions to assure that said sanitary sewer facilities are at all times capable of satisfactorily performing the services and adequately discharging the functions and producing the final results and purposes said facilities are intended to perform, discharge or produce. The District may, in its sole discretion, make repairs to any portion of a building sanitary service located within a public right-of-way or public easement which is found during District investigations to allow the entry of extraneous materials or flows into the public sanitary sewer or to pose a health or safety hazard to the general public and the District may seek reimbursement for the costs of any such repairs from the owner of the premises served by said building sanitary service.

Section 4.2. All downspouts or roof drains shall discharge onto the ground or be connected to storm sewers, drainage ditches or storm drainage systems. Footing drains shall be connected to sump pumps and discharge shall be made into storm sewers, drainage ditches or storm drainage systems. Sump pumps installed to receive and discharge ground waters or other storm water shall be connected to storm sewers or discharge onto the ground or into a drainage ditch or storm drainage system through a rigid discharge pipe, without any valving or quick connections for altering the path of discharge. Sump pumps installed to receive and discharge floor drain flow, laundry tubs or other wastewater shall be connected to the sanitary sewers pursuant to this ordinance. A sump pump shall be used for one function only, either the discharge of storm waters or the discharge of wastewater.

Section 4.3. The Manager shall cause to be made periodic visual outside inspections of all properties within the District, with specific attention to downspouts, roof drains and other visible or outside connections and shall request the property owner or property occupant to permit entry into the premises for the making of additional inspection of the premises to ascertain if illegal connections are present. Upon completion of the visual outside and inside inspection, the Manager will advise the property owner, in writing, if any illegal connections are observed, and will advise on the matter of corrections for compliance with the provisions of this ordinance. If corrections are to be made, the District will, at no expense to the owner, make further inspection of the corrections to insure compliance with this ordinance.

Section 4.4. If entrance to property is denied an employee or agent of the District, the Manager shall serve notice requiring, within a period of 30 days, a written affidavit by a Licensed Professional Engineer that the sanitary sewer system of the subject property complies in all respects to the requirements and specifications of this ordinance and that no storm water, surface water, ground water, roof runoff water, sub-surface drainage, runoff water from ground or paved areas, cistern overflow or water from air-conditioning systems, industrial cooling operations, or any flows other than wastewater are discharged into the sanitary sewer system from the subject property. In the event the property owner fails to provide the aforementioned affidavit within 30 days, the Manager shall commence action to terminate sanitary sewer service to the property remaining in non-compliance.

Section 4.5. In the event any property is in non-compliance with the provisions of Subsection 4.3 or 4.4 after the 30 day notice, that property shall be deemed continuing in non-compliance until there is paid to the District a sum in United States currency equal to all costs incurred by the District, including but not limited to clerical costs, mailing costs, service fees, attorneys fees, court costs, and all other reasonable fees and expenses incurred in commencing action to terminate the sanitary sewer service to the property or in terminating or restoring sanitary sewer service to the property in non-compliance.

Section 4.6. In addition to visual inspections on the outside and inside of the premises, the District may make other lawful tests and inspections of the sanitary sewer system as it deems necessary in order to locate such illegal connections and sources of extraneous flows as may exist. The District, at its option, may also invoke other legal powers vested in it or implied by the Illinois Compiled Statutes for the protection of the health and welfare of the public, and institute such legal action as it deems necessary to discover and order the disconnection of any illegal connections that may exist.