



Agenda Item Executive Summary

AGENDA ITEM: WRT Radium Removal System Agreement - Third Amendment BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount -\$34,214.32 Savings Budgeted \$189,942.96

Fund: Water Fund Corresponding Activity Measure: Continue water distribution improvements.

EXECUTIVE SUMMARY

The Village has an agreement with Water Remediation Technology, LLC (WRT) for the removal of radium from the deep backup wells that is due to expire in September 2026. This amendment will terminate the agreement early and allow the Village to remove the WRT equipment without paying early termination fees. Terminating the agreement will save the Village \$15,328.58/month in payments to WRT.

These wells are only used as an emergency backup therefore we no longer need the radium removal system since IEPA will allow us to run the wells for up to 2 weeks without treatment. We are also working on a new interconnect with Hanover Park that will minimize the need for the wells further.

Staff recommends approving the third amendment.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Amendment

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: **Evaluate, budget, and implement water, wastewater, and stormwater infrastructure projects.**

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: Motion to approve Resolution #25 - _____ - R, A RESOLUTION APPROVING THE THIRD AMENDMENT TO WRT RADIUM REMOVAL SYSTEM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WATER REMEDIATION TECHNOLOGY, LLC.

Staff: Dan Dinges, Director of Public Works

Date: December 5, 2025

Memo

PUBLIC WORKS

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: WRT Radium Removal System Agreement – Third Amendment
Date: December 5, 2025

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These wells are only used as an emergency backup therefore we no longer need the radium removal system since IEPA will allow us to run the wells for up to 2 weeks without treatment. We are also working on a new interconnect with Hanover Park that will minimize the need for the wells further.

RECOMMENDATION:

Staff recommends approving the third amendment.

MOTION:

I move to approve Resolution 2025-_____ - R, A RESOLUTION APPROVING THE THIRD AMENDMENT TO WRT RADIUM REMOVAL SYSTEM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WATER REMEDIATION TECHNOLOGY, LLC.

RESOLUTION 2025 - _____

**A RESOLUTION APPROVING THE THIRD AMENDMENT TO WRT RADIUM
REMOVAL SYSTEM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
WATER REMEDIATION TECHNOLOGY, LLC**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The third amendment to the agreement for the Radium Removal System between the Village of Bartlett and Water Remediation Technology, LLC. dated April 19, 2005 (the "Agreement") for the early termination of the agreement, as set forth in the amendment attached hereto and incorporated herein, is hereby approved.

SECTION TWO: that the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**THIRD AMENDMENT TO WRT RADIUM REMOVAL
SYSTEM AGREEMENT**

BETWEEN

VILLAGE OF BARTLETT, ILLINOIS

AND

WATER REMEDIATION TECHNOLOGY LLC

Third Amendment to
WRT Radium Removal System Agreement and Lease

This **Third Amendment to WRT Radium Removal System Agreement and Lease** ("Third Amendment") dated this ___ day of _____ 2025, is entered into between the **Village of Barlett**, a Village established under the laws of Illinois, having an address of 228 South Main Street, Barlett, Illinois 60103 (the "Client"), and **Water Remediation Technology LLC**, a limited liability company registered under the laws of Colorado and having an office at 901 West 116 Avenue, Suite 400, Westminster, CO 80234 ("WRT") (Client and WRT, each a "Party," and together, the "Parties").

Recitals

WHEREAS, Client and WRT's predecessors in interest entered into a WRT Radium Removal System Agreement and Lease on April 19, 2005 ("Original Agreement"), a First Amendment to WRT Radium Removal System Agreement and Lease on March 21, 2006 ("First Amendment"), and a Second Amendment to WRT Radium Removal System Agreement and Lease on February 26, 2009 ("Second Amendment") (the Original Agreement, First Amendment, and Second Amendment, together the "Agreement").

WHEREAS, the Agreement remains in full force and effect and currently expires on September 25, 2026.

WHEREAS, the Parties wish to enter into this Third Amendment to further amend and revise the Agreement to more fully establish their respective rights and obligations regarding expiration and early termination of the Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY THE PARTIES HERETO, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Recitals above are incorporated as if fully set forth herein.
2. The Agreement is hereby acknowledged, ratified and confirmed by all Parties and all Parties have authority to enter into this Third Amendment.
3. To the extent that any terms in this Third Amendment conflict with the terms of the Agreement, the terms contained in this Third Amendment govern.
4. **Early Termination:** The Parties agree to terminate the Agreement early. The Agreement will terminate on December 25, 2025 ("Termination Date"). The Client will not be obligated to make any payments to WRT after the Termination Date. The Client will not be obligated to pay WRT any early termination fees or termination payments that may otherwise be required by the Agreement.
5. **Deactivation:** Upon execution of this Amendment, or as soon thereafter as is reasonably practicable, WRT shall coordinate with the Client to remove all Z-88® Media and Spent Media from the WRT Radium Removal System and from the Sites ("Deactivation").
 - a. Client shall, at its own cost, assist and fully cooperate with WRT by disconnecting the WRT Radium Removal System ("WRT System") from the Client's Wells and by providing any other assistance WRT reasonably requests, including reasonable access to the Site.

- b. WRT shall conduct surveys of the WRT System to confirm that it is free of radiological contamination in compliance with the applicable regulatory standards and that the WRT System is approved for unconditional use ("Free Released"). WRT reaffirms its commitment to Section 3.10 of the Agreement and its related obligations to safely remove all Z-88[®] Media and Spent Media from the WRT Radium Removal System and from the Sites. To the extent necessary, WRT may return to the Sites to remove any additional Z-88[®] Media or Spent Media discovered following its initial Free Release certification and then re-certify as necessary.
 - c. Client agrees that expiration, termination, and Deactivation, does not include removal of the WRT System.
6. Ownership of WRT System: The parties agree that on the Termination Date, title to the WRT System shall transfer from WRT to the Client without further need for action of either Party, but that Client will provide WRT access to complete its Deactivation requirements, if any remain. However, title to the WRT System will not transfer from WRT to Client unless and until WRT has provided certification to the Client that the WRT system is approved for unconditional use (Free Release). In the event WRT is unable to certify that the system is approved for unconditional use (Free Release) within 120 days of the contract termination date, then the title to the WRT System will not transfer to the Client and WRT will be obligated to remove the WRT System at its sole cost and expense. WRT's obligations under this Section 6 shall survive the termination of the Agreement.
 7. Binding Effect: This Third Amendment will inure to the benefit of, and will be binding upon and enforceable by, the Client and WRT and their respective successors and permitted assigns.
 8. Time is of the Essence: Time is of the essence for this Third Amendment.
 9. Entire Agreement: The Agreement as modified and amended by this Third Amendment contains the entire understanding and agreement between the Client and WRT, and supersedes all prior understandings, agreements and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Third Amendment includes the Recitals.
 10. Amendments: No amendment may be made to any of the terms, conditions or other provisions of the Agreement or this Third Amendment unless the amendment is in writing and signed by both Parties.
 11. Client acknowledges and agrees that WRT is not bound by any of the Client's union or labor contracts or commitments.

IN WITNESS WHEREOF the **Client** and **WRT** have executed this Agreement.

CLIENT

WATER REMEDIATION TECHNOLOGY LLC

BY: _____

BY: _____

PRINT NAME AND TITLE: _____

LYLE HENSON, VP SALES & MARKETING

DATE: _____

DATE: _____