



**OAKBROOK TERRACE WATER
SERVICE AGREEMENT III**

THIS WATER SERVICE AGREEMENT (the “Agreement”) is made and entered into by and between the City of Oakbrook Terrace, an Illinois home rule unit of local government (**the “City”**) and the following applicant for access to the water system (**the “Applicant”**):

APPLICANT NAME(S): _____

PROPERTY ADDRESS: _____ (“Connecting Premises”)

(Circle One) ***OAKBROOK TERRACE / UNINCORPORATED DUPAGE COUNTY***

RELATION OF APPLICANT TO PROPERTY:

(circle one) OWN? / CONTRACT PURCHASER? / LEASED?

Other Relationship: _____

DAYTIME PH#: () _____

NIGHT TIME PH#: () _____

FAX #: () _____

e-mail ADDRESS: _____

APPLICANT’S ADDRESS OF PRINCIPAL RESIDENCE:

(street) (city) (state) (zip)

WHEREAS, the Applicant has made application to the City, for permission to connect to the City’s municipal water system in order to obtain water service for the Connecting Premises which is legally described as set forth in the legal description, attached hereto, and depicted in the most recent available survey of the Connecting Premises, also attached hereto; and

WHEREAS, the Applicant agrees to be bound by the terms and conditions of this Agreement and the Municipal Code of Ordinances of the City (**the “City Code”**), as now or hereafter amended, and which relate to the Oakbrook Terrace Water Distribution System (**the “System”**).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, legality and sufficiency of which are hereby acknowledged, the City and Applicant agree as follows:

WITNESSETH:

Section One. *Incorporation of Recitals and Attachments.* The recitals set forth herein above and the attachments hereto are incorporated herein as though fully restated and set forth in the body of this Agreement.

Section Two. *Supply of City Water.* The City agrees to supply water service to the Connecting Premises, *provided* the proposed use of the property remains as described by the following:

and provided further, that Applicant comply with all of the terms and conditions of this Agreement, the State Plumbing Code, the Ordinances of DuPage County, the regulations of the DuPage County Department of Public Health, and the City Code, as now adopted or as may be amended from time to time.

Section Three. *Applicant's Obligations.* Applicant shall perform and comply with each of the following subsections:

- (A) Applicant shall connect to the System in a reasonable amount of time and do so in accordance with all applicable sections of the State Plumbing Code, the Ordinances of DuPage County, the regulations of the DuPage County Department of Public Health, and the City Code.
- (B) Applicant shall install, at Applicant's sole and exclusive cost and expense, a water service line and water meter, which will be provided by the City, in order to service the structure.
- (C) Applicant shall make all necessary interior plumbing modifications which may be required by the State Plumbing Code, the Ordinances of DuPage County, the regulations of the DuPage County Department of Public Health, the City Code, and this Agreement.
- (D) If at any time after the initial water service installation, and if required by the State Plumbing Code, the Ordinances of DuPage County, the regulations of the DuPage County Department of Public Health, or the City Code, Applicant shall install, at Applicant's sole and exclusive cost and expense, a new water service and/or meter, which will be provided by the City, of the necessary dimension in the event of an addition or remodeling projects involving the installation of water

fixtures, including, but not limited to, toilets, sinks, baths, tubs, showers, dishwashers, Jacuzzis, laundry tubs, and/or washing machines.

- (E) Applicant shall pay the initial cost of a water meter of at least one inch (1”) in diameter to service the Applicant’s property, which is included in the water connection fee. If for a commercial property, the size and cost of the meter will be determined by the Office of the City Engineer and the Water Superintendent.
- (F) Applicant acknowledges, understands and agrees that the water meter shall at all times remain the property of the City. Applicant shall preserve and protect the water meter from any and all damage resulting from freezing.
- (G) Applicant shall pay the **non-refundable** connection fees, as prescribed by Chapter 52; Section 52.08 of the City Code.
- (H) Applicant shall utilize water, maintain the fixtures and all improvements on the Connecting Premises related to water service and resources all in compliance with and Applicant shall abide by and adhere to the State Plumbing Code, the Ordinances of DuPage County, the regulations of the DuPage County Department of Public Health, and the City Code which relate to the supply and distribution system, as originally adopted and as may be subsequently amended and which relate to any pre-existing source of water on the Connecting Premises.
- (I) Applicant shall pay for water use for the Connecting Premises at the rate established by the City for water service as prescribed in Chapter 52; Section 52.09 of the City Code, and as may be subsequently amended from time to time without modification to this Agreement or consideration to the Applicant.

Section Four. Authority. Applicant has executed this Agreement, and Applicant and those executing this Agreement as Owners represent and warrant to the City that each person listed below as an owner of record of the Connecting Premises is such an owner and that the property is not held in trust unless the Applicant attaches hereto a disclosure of beneficial interest executed by the Trustee and disclosing the legal owner and all beneficial owners. Applicant and Owners represent that their common addresses are provided above and that no other person has an interest in the Connecting Premises providing the other person with the right or authority to approve of this Agreement before the same becomes effective.

Section Five. Trades. Applicant understands and acknowledges that, prior to the issuance of a water connection permit, the Applicant requesting water service must produce an executed contract with a plumber licensed and bonded so as to comply with all applicable provisions of the State Plumbing Code, the Ordinances of DuPage County, the regulations of the DuPage County Department of Public Health, and the City Code which relate to water service connections and to construction within City owned rights-of-way prior to the beginning of any construction activity. Failure to receive approval and to construct a service line and connection within a reasonable time frame will result in the revocation of the connection permit **without the refunding** of any of the connection fees.

Section Six. *Cross Contamination Prevention.* Due to the potential for dangerous contamination of the City's water system through a cross connection of untreated well water, prior to the issuance of a water connection permit, if applicable, the Applicant must produce an executed contract with a well-driller/sealer licensed by the DuPage County Department of Health for the proper sealing of any and all water wells located on the property prior to the beginning of any construction activity. The contract must provide for the completion of the well sealing without further notice from the City and by no later than thirty (30) days after establishment of the water service. Failure to seal the water wells and receive approval of the sealing within the mandated time frame will result in the discontinuation of City water service. The sealing of the water wells will be considered to be approved only after the City's receipt of a copy of the final inspection report from the DuPage County Health Department.

Section Seven. *Prohibition on Well Connections.* Under no circumstances shall there be any City water service provided to any property which has, at any time after the initial connection, a structure connection to any well. Applicant and Owners covenant that there shall be no connection of plumbing serving any structure on the Connecting Premises which is connected to the City system to a private well or well system in any manner.

Section Eight. *Complete Agreement and Default.* This is the complete written understanding between the parties. All applicable laws and regulations are incorporated herein. In the event the City must enforce the terms of this Agreement, it shall be entitled to all compensable damages, attorneys fees and court costs, regardless of the pendency of any other administrative or criminal actions against a party hereto.

IN WITNESS WHEREOF the parties hereto have signed, sealed and adopted this Agreement this _____ day of _____, 20__.

(ADDITIONAL APPLICANTS OR OWNERS, PLEASE ATTACH SECOND SHEET IN THIS FORMAT)

APPLICANT

Owner Name:

Signature

Signature

SUBSCRIBED & SWORN TO BEFORE ME

SUBSCRIBED & SWORN TO BEFORE ME

this ____ day of _____, 20__.

this ____ day of _____, 20__.

NOTARY PUBLIC

NOTARY PUBLIC

Owner Name:

CITY OF OAKBROOK TERRACE

Signature

Mayor or City Administrator

SUBSCRIBED & SWORN TO BEFORE ME

DATED:

this ____ day of _____, 20__.

ATTEST:

NOTARY PUBLIC

City Clerk

FOR CITY OFFICE USE ONLY

Received by the City of Oakbrook Terrace:

(Date)

By: _____
(Name of City Staff Member)