

ORDINANCE NO. 346

AN ORDINANCE ESTABLISHING REVISED RATES AND CHARGES FOR THE SERVICES OF THE SEPARATE **WATERWORKS** AND **SEWAGE SYSTEM** OF THE VILLAGE OF OLMSTED, PULASKI COUNTY, ILLINOIS, AND PROVIDING FOR THE COLLECTION THEREOF.

WHEREAS, the Village of Olmsted, Illinois, has heretofore established and now operating a separate waterworks and sewerage system in said Village; and

WHEREAS, in order to properly operate and provide for necessary improvements to such system it is now required that revised rates rendered, and to provide for the prompt and efficient collection of such rates and charges;

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OLMSTED, ILLINOIS, AS FOLLOWS:

SECTION 1, That the Section 1 Ordinance #342 be amended, so that the rates, charges, and changes, are more fully set forth in the Rates, Rules and Regulation, attached hereto and made a part hereof consecutively marked Exhibit A and B, pertaining to the use and services of the separate waterworks and sewage system be, and the same hereby established.

SECTION 2: That updated and revised User Agreements, attached hereto and made a part hereof marked consecutively Exhibits C and D, are adopted for use by the Village of Olmsted for water usage and sewage.

SECTION 3: The rates, rules, and regulations set forth in Exhibit A and B and the User Agreements consecutively identified as Exhibits C and D, are hereby established and shall become effective and shall be in full force and effect from and after the 1st day of July 2025.

SECTION 4: That an increase in rates is necessary in order to adequately provide water and sewage to the Village of Olmsted community. These increased rates are reasonable and necessary to address maintenance, upkeep and to otherwise continue to provide water and sewage services.

SECTION 5: All ordinances in conflict herewith are, to the extent of such conflict, hereby repealed and set aside.

Passed by the President and Board of Trustees of the Village of Olmsted, Pulaski County,
Illinois, on this 9th day of June 2025.

EXHIBIT A
RULES, RATES AND REGULATION FOR USERS OF WATER SERVICES
PROVIDED TO USER BY VILLAGE OF OLMSTED,
PULASKI COUNTY, ILLINOIS

SECTION 1: WATER SERVICES AGREEMENT:

Water Service shall be furnished to User upon entering into Water Services Agreement with Village of Olmsted, Pulaski County, Illinois

SECTION 2: Rate Schedule:

The following rates and charges shall apply to Users of Village's water. The Village Board reserves the right to adopt different rates whenever it determines it is necessary and prudent to do so.

A. Minimum Charges Whether Water Used or Not:

The minimum charges hereinafter set forth are based on water usage from 0 gallons per month up to 2,000 gallons per month.

The following minimum charges shall apply for Users who have a standard ¾" meter and are receiving water from Village:

(1) In-District Users (Consumption based on monthly usage)

\$26.46 (minimum charge)

(2) Out-of-District Users (Consumption based on monthly usage)

\$35.28 (minimum charge)

(3) Larger Meters:

The following minimum charges shall apply for Users who have meters larger than the standard ¾" meter and are receiving water from Village:

1" Meter: \$51.82 (minimum charge)

1 1/2" Meter: \$68.36 (minimum charge)

2" Meter: \$84.89 (minimum charge)

3" Meter: \$105.84 (minimum charge)

4" Meter: \$134.51 (minimum charge)

B. Additional charges for water usage over 2,000 gallons per month:

In addition to the minimum charges set forth in Section 2, the following rates shall apply for water usage that exceeds 2,000 gallons:

(1) In-District Users (Consumption based on monthly usage)

\$6.34 for every 1,000 gallons of water used each monthly in excess of 2,000 gallons per month.

(2) Out-of-District Users (Consumption based on monthly usage)

\$6.34 for every 1,000 gallons of water used each month in excess of 2,000 gallons per month.

Users who have meters larger than the standard $\frac{3}{4}$ " meter and are receiving water from Village shall pay the same rates as In-District or Out-of-District Users depending on which category is applicable.

Unless further amended, each April following the adoption of these Rules and Rates, the Village may increase the minimum amounts by up to 5% as an increase and shall notify its users after the Village accepts such increase which shall be effective May 1st following the adoption of the increase unless a different timeframe is set by the Village after the May 1st date.

SECTION 4: Village's Responsibility and Liability:

A. Ownership, Installation and Maintenance:

Village shall install, own, and maintain the complete water system, water mains, and service lines to User's delivery point subject to the Village Board's determination that a particular service is economically feasible to install. Village shall furnish, install, and maintain a meter and appurtenances including a shutoff valve. Any equipment provided to a User, including but not limited to meters and

shutoff valves shall remain the property of Village. The shutoff valve shall remain the property of Village. The shutoff valve shall be installed at the delivery point or such other point determined by a duly authorized representative of Village.

B. Refusal of Service.

Village may at any time at its sole discretion refuse additional service(s) to any applicant if in the judgment of the Village Board the capacity of the system will not permit such additional use or if it is not economically feasible.

C. Liability.

All water service supplied by Village shall be on the express condition that Village shall not be liable nor shall any claim be made against it for damages or injury caused by reason of shutting off water for repair, maintenance, relocation or expansion of any part of the system, or failure of any part of the system or for concentration of water for such purpose as fire-fighting or restriction use of water.

SECTION 5: User's Responsibility.

A. Location of the Meter.

User shall permit the meter to be located upon its property or easement at a delivery point designated by Village or an authorized person designated by Village.

B. Easements.

User shall give such easements and right-of-way necessary to Village and allow access of the purpose of construction, repair, maintenance, meter reading, relocation, or expansion of the water line.

C. Damages to Village Property:

No User shall tamper, adjust, damage, or in any manner interfere with the components or operation of the water system owned by Village. The shutoff valve shall be opened only by a duly authorized representative of Village. Penalty for tampering, damaging, adjusting or in any manner

interfering with the components or operation of the system shall be a minimum of \$5,000.00, payable to Village. If the penalty is not paid within thirty (30) days after amount determined, Village shall shut off water service to User. The amount of the penalty shall be determined by the Village Board. In addition to the penalty, the User shall be responsible for reimbursing Village of the actual cost of repairing any damage arising from User's act. User shall report any known evidence of tampering, adjusting, damaging, or interference with operation of the system owned by Village to the Village Clerk's office. Any malicious act or damage to the system that is not appropriately punishable by the foregoing shall be prosecuted through a court of law.

D. Specified Use of Water.

User shall use the water provided or a Village for domestic use only. User shall not resell or permit the resale of water originally purchased from Village.

E. Inspection.

User agrees to allow Village of a duly appointed representative of Village to enter the premises of User for inspection, maintenance, or repair of the water line or meter located on User's property.

SECTION 6: Payment of Bills:

Village shall render a bill to User each month for the amount due, said bill to be paid by no later than the 20th day of the month following the month in which services were provided to User. If said bill is not paid on or before the 20th day of the month following the month in which services were rendered to User, a 10% penalty shall be added to the unpaid balance.

In the event User fails to pay Village the bill rendered for any month by the last day of the month in which the bill is due, the Village shall be privileged to discontinue the water supply to User and disconnect User as well.

SECTION 7. Reconnect Charge:

If water service is disconnected to a User for non-payment of a bill, service shall not be reconnected to that User until all reconnect

charges and all penalties have been paid to Village by User. The reconnect charges shall be \$100.00 payable to the Village of Olmsted.

SECTION 8. Disconnection by Village:

- A. The Village reserves the right to disconnect any water line due to any of the following occurring:
- (1) Violation of health codes;
 - (2) Request of fire department due to fires or fire danger;
 - (3) Request from any building inspector because of unsafe condition of structure or dwelling;
 - (4) Nonpayment of a delinquent account;
 - (5) Failure to post required security deposit;
 - (6) Failure to pay required fees or charges;
 - (7) Failure to comply with the terms and conditions of a settlement agreement relating to a current or prior utility account; and
 - (8) Refusal to grant access at reasonable time to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, replacement, shutoff, or removal.
- B If a User fails to inform the Village of intent to terminate utility services, or fails to respond to a delinquent notice, services may be disconnected and that User's service deposit utilized as payment of any delinquent accounts.

SECTION 9: Foreclosure of Lien:

Property subject to and for unpaid charges shall be sold for non-payment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by a bill in equity in the name of the Village. The Village's attorney in hereby authorized and directed to institute such proceedings in the name of the Village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for thirty (30) day.

ADOPTED this 9th day of June, 2025, and effective July 1st, 2025.

EXHIBIT B
RULES, RATES AND REGULATIONS FOR USERS OF SEWAGE SERVICES
PROVIDED TO USER BY VILLAGE OF OLMSTED, PULASKI COUNTY, ILLINOIS

SECTION 1: Sewage Services Agreement:

Sewage Service shall be furnished to User upon entering into a Sewage Services Agreement with Village of Olmsted, Pulaski County, Illinois ("Village").

SECTION2: Rate Schedule:

The following rates and charges shall apply to Users of Village's sewage system. The Village Board reserves the right to adopt different rates whenever it determines it is necessary and prudent to do so.

A. Minimum Charges Whether Sewage Services Used or Not:

A \$29.77 minimum charge will be charged for sewage services and this amount is based on water usage from 0 gallons per month up to 2,000 gallons per month.

B. Additional Charges for Sewage Services when over 2,000 gallons of water is used per month:

In addition to the minimum charges set forth in Section 2, the following rates shall apply for water usage that exceeds 2,000 gallons:

\$6.06 for every 1,000 gallons of water used each month in excess of 2,000 gallons per month.

Unless further amended, each April following the adoption of these Rules and Rates, the Village may increase the minimum amounts by up to 5% as an increase and shall notify its users after the Village accepts such increase which shall be effective May 1st following the adoption of the increase unless a different timeframe is set by the Village after the May 1st date.

SECTION 4: Village's Responsibility and Liability:

A. Ownership, installation and Maintenance:

Village shall install, own and maintenance the complete sewage system, sewage mains and service lines to User's delivery point subject to the Village Board's determination that a particular service is economically feasible to install. Village shall furnish, install, and maintain a meter and appurtenances including a shutoff valve. Any equipment provided to a User, including but not limited to meters and shutoff valves shall remain the property of Village. The shutoff valve shall be installed at the delivery point or such other point determined by a duly authorized representative of Village.

B. Refusal of Service.

Village may and any time at sole discretion refuse additional service(s) to any applicant if in the judgment of the Village Board the capacity of the system will not permit such additional use or if it is not economically feasible.

C. Liability.

All sewage service supplied by Village shall be on the express condition that Village shall not be liable nor shall any claim be made against it for damages or injury caused by reason of shutting off sewage for repair, maintenance, relocation or expansion of any part of the system.

SECTION 5: User's Responsibility.

A. Easements.

User shall give such easements and right-of-way necessary to Village and allow access of the purpose of construction, repair, maintenance, meter reading, relocation, or expansion of the sewage line.

B. Damage to Village Property.

No User shall temper, adjust, damage, or in any manner interfere with the components or operation of the sewage system owned by Village. The shutoff valve shall be opened only by a duly authorized representative of Village. Penalty for tampering, damaging, adjusting or in any manner

interfering with the components or operation of the system shall be a minimum of \$5,000.00 payable to Village. If the penalty is not paid within thirty (30) days after amount determined, Village shall shut off sewage service to User. The amount of the penalty shall be determined by the Village Board. In addition to the penalty, the User shall be responsible for reimbursing Village for the actual cost of repairing any damage arising from User's act. User shall report any know evidence of tampering, adjusting, damaging, or interference with operation of the system owned by Village to the Village Clerk's office. Any malicious act or damage to the system that is not appropriately punishable by the foregoing shall be prosecuted through a court of law.

C. Specified Use of Sewage Services.

User shall use the sewage services provided by Village of domestic use only. User shall not permit any person to connect to its sewage line or allow any connection without the prior written consent and approval of Village.

D. Inspection.

User agrees to allow Village or a duly appointed representative of Village to enter the premises of User for inspection, maintenance, or repair of the sewage line or meter located on User's property.

SECTION 6: Payment of Bills:

Village shall render a bill to User each month for the amount due, said bill to be paid by no later than the 20th day of the month following the month in which services were provided to User. If said bill is not paid on or before the 20th day of the month following the month in which services were rendered to User, a 10% penalty shall be added to the unpaid balance.

In the event User fails to pay Village the bill rendered for any month by the last day of the month in which the bill is due, the Village shall be privileged to discontinue the water supply to User and disconnect User as well.

SECTION 7: Reconnect Charge:

If sewage services are disconnected to a User for non-payment of a bill, service shall not be reconnected to that User until all reconnect charges and all penalties have been paid to Village by User. The reconnect charge shall be \$100.00 payable to the Village of Olmsted.

SECTION 8: Disconnection by Village:

- A. The Village reserves the right to disconnect any sewer line due to any of the following occurring:
- (1) Violation of health codes;
 - (2) Request of fire department due to fires or fire danger;
 - (3) Request from any building inspector because of unsafe condition of structure or dwelling;
 - (4) Nonpayment of a delinquent account;
 - (5) Failure to post required security deposit;
 - (6) Failure to pay required fees or charges;
 - (7) Failure to comply with the terms and conditions of a settlement agreement relating to a current or prior utility account; and
 - (8) Refusal to grant access at reasonable time to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, replacement, shutoff, or removal.
- B. If a User fails to inform the Village of an intent to terminate utility services, or fails to respond to a delinquent notice, services may be discontinued and that User's service deposit utilized as payment of and delinquent accounts.

SECTION 9: Foreclosure of Lien:

Property subject to and for unpaid charges shall be sold for non-payment of the same, and the proceeds for the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by a bill in equity in the name of the Village. The Village's attorney is hereby authorized and directed to institute such proceedings in the name of the Village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid for thirty (30) days.

ADOPTED this 9th day of June, 2025, and effective as of July 1, 2025.

EXHIBIT C
WATER SUPPLY AGREEMENT

This Water Supply Agreement ("Agreement") is entered into this ____ day of _____, 20____, by and between the Village of Olmsted, of Pulaski County, Illinois, an Illinois Municipal corporation, ("Village") and _____, of Olmsted, Illinois, ("User"), WITNESSETH:

WHEREAS, Village is supplying water to User and User is requesting to connect to the water system and is further agreeing to pay for the water and any deposit, equipment or other fees that are required by Village and set forth in this Agreement or any amendments thereto.

WHEREAS, Village has adopted and established Rules, Rates and Regulations ("Rules"), for Users of the water services provided by Village and User agrees to be bound by the same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for such other and further consideration Village and User agrees to the terms and conditions hereinafter set forth:

1. Terms. Unless otherwise terminated in accordance with the provisions of this Agreement, this Agreement shall be effective for the term of one (1) year, beginning on the ____ day of _____, 20____, through the ____ day of _____, 20____. This Agreement shall automatically renew for successive one (1) year period, unless otherwise terminated by Village of User notified Village in writing within sixty (60) days of the termination date of this Agreement that User desires to discontinue receiving water services for Village and terminate this Agreement accordingly.

2. Deposit. Upon executive of this Agreement, User shall pay or have already paid to Village the sum of \$100.00. This amount shall serve as a meter and security deposit to ensure payment of all future amounts due Village from User for water provided to User. Village shall deduct \$25.00 from said \$100.00 deposit for a service/administrative charge or reimburse Village for administrative costs in connective User to the water line.

If User promptly and fully pays all charges for water services rendered without delinquency for a period of two (2) years from the date User paid its deposit to Village if said date is earlier than the execution date of this Agreement, then Village shall refund User \$75.00. User agrees that the remaining \$25.00 shall be retained by Village as a service/administrative fee.

In the event User fails to pay for water services provided on or before the due date of said payment, then Village shall consider said payment to be delinquent and

shall deduct from the \$100.00 deposit any amount necessary to satisfy the unpaid balance due and owing. User also foregoes its ability to receive any refund of the deposit left with Village until termination of this Agreement.

Upon termination of this Agreement, Village shall first apply any deposit being held towards any outstanding balance due and owing Village by User. If any deposit remains after deducting the \$25.00 service/administration fee and any unpaid amounts due and owed Village by User, then Village shall refund said remaining amount within thirty (30) days of termination.

3. Connection Fee. Upon execution of this Agreement, User shall pay or have already paid to Village the following sums to cover the costs associated with connecting User to the water line:

- (a) User in Village Limits. \$300.00 plus any cost over \$300.00 required to connect User to the water line and a non-refundable administrative fee of \$50.00.
- (b) User not within limits of Village. \$700.00 plus any cost over \$700.00 required to connect User to the water line and a non-refundable administrative fee of \$50.00.

Village will obtain an estimate of the actual cost of connection prior to any connection being made on behalf of User. User shall be required to pay Village the amount provided on the estimate. In the event User overpays, then Village will reimburse User for said overpayment. In the event the actual cost of connection is greater than the estimate amount. Then User shall be responsible for paying the additional amount required to cover the actual cost of connection.

4. Point of Delivery and Connection. The point of delivery of water from Village to User shall be determined by the engineer acting on behalf of Village or by Village itself. No User shall have any right to determine where the point of delivery of water will be from.

Connection to the water line shall be made by a duly authorized officer, agent or employee of Village or a person that has approval by Village. Prior to any connection being made by a person not already approved by Village, Village shall be contacted and approve said person before any connection is made to the water line.

Once connection to the water line is made, a duly authorized officer, agent or employee of Village shall turn the water on.

5. Cost, Rules and Regulations. User agrees to pay for all equipment and meters necessary to meter water and shall further be responsible for the payment of water received. Rates for equipment, meters and water are more fully set forth in the

Rules, Rates and Regulations ("Rules"), that are attached hereto and made a part hereof marked Exhibit A.

User agrees to abide by the Rules passed by Village. User further agrees to pay for the charges that are set forth in the Rules and any amendments thereto.

Village reserves the right to adjust the charges set forth in the rules from time-to-time with notice to User. Village further reserves the right to adopt or make amendments to the Rules and Regulations set forth in Exhibit A. In the event there is an adjustment to the rates or an adoption of additional rules and regulations or any amendments to the rules and regulations now existing, Users agrees to be bound by the same or subject itself to termination of this Agreement and the water services being provided to User under this Agreement.

In addition to the connection fees and usage fees, User shall be responsible for paying for any repairs or service work that is necessary to repair or maintain the connection User has to the main line. In the event of any emergency, Village reserves the right, at its sole discretion, to conduct any necessary repairs, maintenance or services to User's connection or line. Any cost incurred by Village to conduct an emergency repair, maintenance or service on behalf of User Village shall bill User and User shall be responsible for either payment of the same or reimbursement to Village for payment.

6. Measurement of Water. Village shall measure water usage as follows:

- (a) By a unit of measurement in terms of 1,000 gallons for water per United States Standard Liquid Measure; and
- (b) By equipment operated by Village.

7. Payment. Village shall render a bill to User each month for the amount due, said bill to be paid by no later than the 20th day of the month following the month in which services were provided to User. If said bill is not paid on or before the 20th day of the month following the month in which services were rendered to User, a 10% penalty shall be added to the unpaid balance.

In the event User fails to pay Village the bill rendered for any month by the last day of the month in which the bill is due, then Village shall be privileged to discontinue the water supply to User and disconnect User as well.

8. Reservation of Village Rights. Village reserves the right to do any of the following while this Agreement is in effect:

- (a) Shut off water at any time for the purpose of repairing, servicing, cleaning, making connection with or extension to the water system; and

- (b) Have access to the premises, places of building where water service is being supplied for the purpose of inspecting a connection, making a repair, providing a service, cleaning or for any other reasonable purpose directly related to this Agreement or the services being provided thereunder.

9. Restrictions on User's Rights. User shall not do any of the following without the prior written consent of Village.

- (a) Make any connection to Village's water line; and
- (b) Allow any other person to connect to User's line.

10. Force Majeure. In case by reason of "Force Majeure" Village shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then Village shall give notice to User of the occurrence or event relied on and all obligations of Village under this Agreement shall be suspended during the continuance of the inability then claimed. The term "Force Majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, act of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or any civil or military authority, insurrections, riots, acts of sabotage, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and police, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and inability on the part of Village to deliver water hereunder, or of User to receive water hereunder, on account of any other causes not reasonably within the control of Village.

11. Miscellaneous Provisions. The following are miscellaneous provisions that apply to this Agreement:

- (a) Amendments. Any amendments to this Agreement will be effective only if in writing by both parties.
- (b) Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- (c) Construction of Agreement. The following rules of construction shall apply:
 - (i) Time is of the essence.
 - (ii) Descriptive headings are intended for informational purposes only and shall be subject and subordinate to the express terms and provisions following those descriptive headings.

- (iii) All words used herein in the singular shall include the plural, and the present tense shall include the future, and the masculine gender shall include the feminine and neuter, and vice-versa.
- (d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original but all of which shall constitute one and the same instrument.
- (e) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements of any kind between the parties hereto, if any, whether oral or written, relating to the subject matter hereof. No covenants, agreements, representations or warranties of any kind have been made by any part hereto except as specifically set forth herein.

The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein.

- (f) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois. Any dispute that arises between the parties of the Agreement shall be brought in the Circuit Court of Pulaski County, Illinois.
- (g) Notices. All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when delivered in person or forwarded by certified or registered mail with postage full prepaid, addressed as follows:

IF for VILLAGE OF OLMSTED, ILLINOIS:

Village Clerk
Village of Olmsted
P.O. Box 188
Olmsted, IL 62970

IF for USER:

Phone Number: _____

- (h) Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions will be deemed to be written, construed and enforced as so limited.
- (i) Successors and Assigns. The provisions of this Agreement shall apply to be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall inure to the benefit of parties and their successors and assigns.
- (j) Survival. The covenants, representations and warranties contained in the Agreement between the parties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, Village of Olmsted, Pulaski County, Illinois, an Illinois Municipal Corporation, by action of its Board of Trustees, has caused this Agreement to be signed and executed in duplicate by its Mayor and attested by its Secretary and the User has executed the same on the date hereinbefore set forth.

VILLAGE OF OLMSTED, PULASKI COUNTY
ILLINOIS, AND ILLINOIS MUNICIPAL
CORPORATION

BY: _____
MAYOR

ATTEST BY: _____
CLERK

USER SIGNATURE: _____

ADDRESS: _____

Phone No.: _____

EXHIBIT D
SEWAGE SERVICE AGREEMENT

This Sewage Service Agreement ("Agreement") is entered into this ____ day of _____, 20____, by and between the Village of Olmsted, of Pulaski County, Illinois, an Illinois Municipal corporation, ("Village") and _____, of Olmsted, Illinois, ("User"), WITNESSETH:

WHEREAS, Village is supplying sewage services to User and User is requesting to connect to the sewage system and is further agreeing to pay for the sewage service and any deposit, equipment or other fees that are required by Village and set forth in this Agreement or any amendments thereto.

WHEREAS, Village has adopted and established Rules, Rates and Regulations ("Rules"), for Users of the sewage system provided by Village and User agrees to be bound by the same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for such other and further consideration Village and User agrees to the terms and conditions hereinafter set forth:

1. Terms. Unless otherwise terminated in accordance with the provisions of this Agreement, this Agreement shall be effective for the term of one (1) year, beginning on the ____ day of _____, 20____, through the ____ day of _____, 20____. This Agreement shall automatically renew for successive one (1) year period, unless otherwise terminated by Village of User notified Village in writing within sixty (60) days of the termination date of this Agreement that User desires to discontinue receiving water services for Village and terminate this Agreement accordingly.

2. Deposit. Upon executive of this Agreement, Village does not charge a deposit for sewage services. Village does, however, reserve the right to request a deposit to offset expenses for sewer services and amend this Agreement with User accordingly.

3. Connection Fee. Upon execution of this Agreement, User shall pay or have already paid to Village the following sums to cover the costs associated with connecting User to the sewage system:

- (a) User in Village Limits. \$700.00 plus any cost over \$700.00 required to connect User to the sewage system and a non-refundable administrative fee of \$50.00.
- (b) User not within limits of Village. \$700.00 plus any cost over \$700.00 required to connect User to the sewage system and a non-refundable administrative fee of \$50.00.

Village will obtain an estimate of the actual cost of connection prior to any connection being made on behalf of User. User shall be required to pay Village the amount provided on the estimate. In the event User overpays, then Village will reimburse User for said overpayment. In the event the actual cost of connection is greater than the estimate amount. Then User shall be responsible for paying the additional amount required to cover the actual cost of connection.

4. Point of Delivery and Connection. The point of delivery of User's sewer line to the Village's sewage system shall be determined by the engineer acting on behalf of Village or by Village itself. No User shall have any right to determine where the sewer connection will be.

Connection to the sewage system shall be made by a duly authorized officer, agent or employee of Village or a person that has approval by Village. Prior to any connection being made by a person not already approved by Village, Village shall be contacted and approve said person before any connection is made to the sewage system.

5. Cost, Rules and Regulations. User agrees to pay for all equipment and meters necessary to meter sewage use and shall further be responsible for the payment of sewage services received. Rates for equipment, meters and sewage services are more fully set forth in the Rules, Rates and Regulations ("Rules"), that are attached hereto and made a part hereof marked Exhibit A.

User agrees to abide by the Rules passed by Village. User further agrees to pay for the charges that are set forth in the Rules and any amendments thereto.

Village reserves the right to adjust the charges set forth in the rules from time-to-time with notice to User. Village further reserves the right to adopt or make amendments to the Rules and Regulations set forth in Exhibit B. In the event there is an adjustment to the rates or an adoption of additional rules and regulations or any amendments to the rules and regulations now existing, Users agrees to be bound by the same or subject itself to termination of this Agreement and the sewage services being provided to User under this Agreement.

In addition to the connection fees and usage fees, User shall be responsible for paying for any repairs or service work that is necessary to repair or maintain the connection User has to the main sewage line. In the event of any emergency, Village reserves the right, at its sole discretion, to conduct any necessary repairs, maintenance or services to User's connection or line. Any cost incurred by Village to conduct an emergency repair, maintenance or service on behalf of User Village shall bill User and User shall be responsible for either payment of the same or reimbursement to Village for payment.

6. Measurement of Sewage. Village shall measure water usage as follows:

- (a) By a unit of measurement in terms of 1,000 gallons for water per United States Standard Liquid Measure; and
- (b) By equipment operated by Village.

7. Payment. Village shall render a bill to User each month for the amount due, said bill to be paid by no later than the 20th day of the month following the month in which services were provided to User. If said bill is not paid on or before the 20th day of the month following the month in which services were rendered to User, a 10% penalty shall be added to the unpaid balance.

In the event User fails to pay Village the bill rendered for any month by the last day of the month in which the bill is due, then Village shall be privileged to discontinue the sewage supply to User and disconnect User as well.

8. Reservation of Village Rights. Village reserves the right to do any of the following while this Agreement is in effect:

- (a) Shut off sewage at any time for the purpose of repairing, servicing, cleaning, making connection with or extension to the sewage system; and
- (b) Have access to the premises, places of building where sewage service is being supplied for the purpose of inspecting a connection, making a repair, providing a service, cleaning or for any other reasonable purpose directly related to this Agreement or the services being provided thereunder.

9. Restrictions on User's Rights. User shall not do any of the following without the prior written consent of Village.

- (a) Make any connection to Village's sewage line; and
- (b) Allow any other person to connect to User's line.

10. Force Majeure. In case by reason of "Force Majeure" Village shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then Village shall give notice to User of the occurrence or event relied on and all obligations of Village under this Agreement shall be suspended during the continuance of the inability then claimed. The term "Force Majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, act of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or any civil or military authority, insurrections, riots, acts of sabotage, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of

government and police, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of sewage system, and inability on the part of Village to deliver sewage service hereunder, or of User to receive sewage service hereunder, on account of any other causes not reasonably within the control of Village.

11. Miscellaneous Provisions. The following are miscellaneous provisions that apply to this Agreement:

- (a) Amendments. Any amendments to this Agreement will be effective only if in writing by both parties.
- (b) Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- (c) Construction of Agreement. The following rules of construction shall apply:
 - (i) Time is of the essence.
 - (ii) Descriptive headings are intended for informational purposes only and shall be subject and subordinate to the express terms and provisions following those descriptive headings.
 - (iii) All words used herein in the singular shall include the plural, and the present tense shall include the future, and the masculine gender shall include the feminine and neuter, and vice-versa.
- (d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original but all of which shall constitute one and the same instrument.
- (e) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements of any kind between the parties hereto, if any, whether oral or written, relating to the subject matter hereof. No covenants, agreements, representations or warranties of any kind have been made by any part hereto except as specifically set forth herein.

The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein.

- (f) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois. Any dispute that arises between the parties of the Agreement shall be brought in the Circuit Court of Pulaski County, Illinois.
- (g) Notices. All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when delivered in person or forwarded by certified or registered mail with postage full prepaid, addressed as follows:

IF for VILLAGE OF OLMSTED, ILLINOIS:

Village Clerk
Village of Olmsted
P.O. Box 188
Olmsted, IL 62970

IF for USER:

Phone Number: _____

- (h) Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions will be deemed to be written, construed and enforced as so limited.
- (i) Successors and Assigns. The provisions of this Agreement shall apply to be binding upon the heirs, executors, administrators, successors and assigns of the parties and shall inure to the benefit of parties and their successors and assigns.
- (j) Survival. The covenants, representations and warranties contained in the Agreement between the parties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, Village of Olmsted, Pulaski County, Illinois, an Illinois Municipal Corporation, by action of its Board of Trustees, has caused this Agreement to be signed and executed in duplicate by its Mayor and attested by its Secretary and the User has executed the same on the date hereinbefore set forth.

VILLAGE OF OLMSTED, PULASKI COUNTY
ILLINOIS, AND ILLINOIS MUNICIPAL
CORPORATION

BY: _____
MAYOR

ATTEST:

BY: _____
CLERK

USER SIGNATURE: _____

ADDRESS: _____

Phone No.: _____

OFFICIAL SEAL

Curtis Marshall, Mayor

ATTEST:

Angel West, Village Clerk

Date:

AYES:

NAYS:

ABSENT: