

WATER SERVICE AGREEMENT

By this Water Service Agreement (hereinafter referred to as "Agreement") executed by and between the City of Mattoon, Illinois, a municipal corporation (hereinafter referred to as "City") and _____ (hereinafter referred to as "Customer") and in consideration of the terms, conditions, covenants and mutual benefits contained herein, it is hereby agreed that:

1. Customer is a tenant in or the owner of certain real estate legally described in the attached Exhibit "A" and desires that the City supply water service to said real estate. (A Customer requesting service for areas presently within the Mattoon City Limit Boundaries shall list the street address for the area to be served but is not required to attach a legal description.)

2. City is the owner and operator of a waterworks system as defined in ILCS Ch. 65, Act 5, § 11-139-1, and desires to supply water service to said real estate.

3. City shall supply water service to Customer in accordance with its rate schedule, rules and regulations, as amended from time to time by the City, governing the rate, use, maintenance, construction, and management of the City waterworks system.

4. Customer shall comply with all rate schedules, rules and regulations, as amended from time to time by the City, governing the rate, use, maintenance, construction, and management of the City waterworks system. A summary of some of the important regulations are listed below, Customers are directed to the City Code of Ordinances for a full listing of the rate schedules, rules and regulations.

(a) Water bills are due on the same day each month and it is not possible to change the due date.

(b) If the Mattoon Finance Department has not received the full amount due on the due date shown on the bill, a late fee 10% of the balance due will be added to the account.

(c) Late notices will be mailed to all accounts having an outstanding balance as of 4:30 p.m. on the due date as shown on the bill. The late notice shall state the full amount due, including any late fees, and shall state the date the service will be shut off for non-payment (disconnection date) if the full amount due is not received by 8:00 a.m. on the disconnection date. The disconnection date shall be at least 10 days after the due date as shown on the bill.

(d) If the Mattoon Finance Department has not received the payment by 8:00 a.m. on the disconnection date, the account will be charged a \$25 non-payment fee and may be subject to immediate disconnection.

(e) If service is disconnected for non-payment, all past due amounts and fees must be paid before service will be restored. The payment must be made by cash, money order or Visa/MasterCard, checks will not be accepted.

(f) If a bank returns a Customer's check unpaid, for any reason, that Customer's service will be immediately disconnected without further notice to the Customer.

(g) A \$25 fee will be charged for all returned checks.

(h) If service is disconnected for a returned check, all past due amounts on the account, including the returned check fee, must be paid before service will be restored. The payment must be made by cash, money order or Visa/MasterCard, checks will not be accepted.

(i) Deposits are required for all new water service accounts unless (1) Customer has a landlord or contractor agreement with the City; (2) Customer has current water service with the City and has made on time payments on that service for the last eighteen months; or (3) on receipt of a letter from another utility that provided service to the applicant and gives evidence of the applicant's good credit history.

(j) After completing 18 months of initial consecutive service with no late payments, deposit refunds will be credited to the Customer's account. If Customer has not made timely payments over the initial 18 months of service, the deposit shall be credited to Customer account upon 18 consecutive months of timely payments and application therefor.

(k) A fee of \$50 will be charged for any service call required after 4:00 p.m.

(l) Payments may be placed in the drop box located in the parking lot North of City Hall. This drop box is emptied at 8:00 a.m. and 4:30 p.m. daily.

5. In the event that any part of the real estate identified in Exhibit "A" is at the time of the signing of this Agreement outside the corporate limits of the City and if at any time any part of the real estate becomes contiguous to the corporate boundaries of the City, the Customer shall execute the petition to annex. Customer shall execute the petition within 30 days of the receipt of a written request from the City to do so, and shall do any and all acts necessary to complete the petition. The City shall disconnect water service to the Customer if the Customer fails or otherwise refuses to execute such petition to annex, or otherwise fails to do any act necessary to annex said real estate into the corporate boundaries of the City.

Customer: _____ Date: _____

Water Service Billing Address: _____

City of Mattoon, Coles County, Illinois

By: _____

Title: _____

(Ord. 2002-5156, passed 1-7-2003; Am. Ord. 2003-5162, passed 6-3-2003; Am. Ord. 2005-5208, passed 9-6-2005)