

## **WATER LATERAL REPAIR PROGRAM AGREEMENT**

Many homeowners do not realize they are responsible for water lateral line repairs. These lines connect you from the main to your home. If your water lateral fails, an average repair can run over \$2,500. The City of Aledo offers a lateral repair program that will reimburse homeowners from the unexpected costs of a water lateral repair.

If you participate in the Program and your water service begins to leak, the City will reimburse you for the cost of the repairs according to the following regulations.

### **Program Eligibility**

In order to enroll in the Program,

1. you must be the owner or contract purchaser of the property served by the water lateral,
2. the water lateral must be one and one-half (1½) inches in diameter or less,
3. the water lateral may only serve residential property with a maximum of four (4) family dwelling units,
4. the water lateral must be in working order (City inspection required),
5. program available to the owner or contract purchaser of residential property within the City of Aledo, and
6. Owner or contract purchaser of the residential property must have a current account balance with the City of Aledo.

The City reserves the right to...

1. deny enrollment in the Program if your water lateral is defective,
2. deny enrollment in the Program until you complete water lateral modifications,
3. deny enrollment in the Program due to unusual site conditions,
4. approve Program enrollment subject to site specific stipulations, and
5. cancel the Program in its entirety by providing at least ninety (90) days written notice to Program participants.

### **Program Charges**

The charge for the Program is \$4.00 per month per water lateral for owner occupied property and \$48 per year payable by January 1 for non-owner occupied residential property. The City may change the charge at its sole discretion after mailing you a written notice at least ninety (90) days prior to the effective date of the change.

Program charges will be included on your regular utility bill from the City. If your payment is not sufficient to pay all the charges on the bill, the payment will be distributed according to the following priority:

1. Sewer Use charges
2. Water charges
3. Gas charges
4. Sewer Lateral Repair Program payments (if enrolled)
5. Water Lateral Repair Program payments

**Application Fee:**

Upon payment of the \$25.00 non-refundable application fee, coverage will begin. At the time of initial sign-up the application fee of \$25.00 will cover both water and sewer laterals should coverage for both be desired. If at a later date you wish to add an additional line, or should your current coverage lapse over 60 days and are seeking re-installment, a new application fee and inspection will be required.

**Period of Protection**

Program protection begins on the date of City Acceptance shown in this agreement and it continues as long as you make timely Program payments. Your participation in the Program may be cancelled without notice if a Program payment is sixty (60) days past due. If your participation in the Program ceases for any reason, you may re-enroll subject to the Program eligibility requirements and payment of a service charge of \$25.00. Participation in the Program is voluntary and failure to make Program payments will not affect continuation of your utility services.

**Limit of Protection**

In the event of a water service leak between the inlet side of the water meter and the water main, the City has the following responsibilities:

1. The City will reimburse you up to a maximum amount of \$5,000 for replacement of the failed or leaking portion of the water lateral. For purposes of this Program, the water lateral includes the connection to the water main, the shut-off valve at the connection to the water main, the outside water shut-off valve and the water shut-off valve on the inlet side of the water meter.
2. The City reimbursement will include the cost to grade and seed all disturbed lawn areas, but will not include the cost of sod.
3. The City will replace all public or private sidewalks, driveways and street pavements that are damaged and/or removed to complete the water lateral repair. The sidewalk and street pavements belonging to the City will be replaced according to City standards. The sidewalk and driveway pavements belonging to you will be replaced to match the pavements that were removed.

The maximum obligation of the City for each water service leak repair under this Program is \$5,000.

If a subsequent repair is undertaken within sixty (60) days after the prior covered repair is completed, it will be considered as a part of that prior covered repair.

If the costs of the repair exceed the City obligations under the Program, you are responsible for the excess amount.

**The Water Service Repair Program Does Not Cover**

1. Damage to your water service incurred or existing prior to the beginning of the Period of Protection.
2. Damage to your water service caused by your negligence or the negligence of third parties.
3. Damage to your water service caused by natural disasters, or acts of nature, including, but not limited to earthquakes, floods, landslides, or sinkholes or any other insurable cause.
4. Any consequential, incidental or special damages that you incur including lost water, regardless of whether they are caused by delays, failure to service or for conditions beyond the control of the City.
5. Restoration of landscaping other than grass (seed).

6. Damage to finished or unfinished walls or surfaces inside your home necessary to access and repair your water service.
7. Repairs to any interior pipes beyond the shut-off valve on the inlet side of the water meter.
8. Removal of debris necessary to access and repair water service, including but not limited to old cars, trash, storage, rocks or materials.
9. Updating non-leaking pipes to meet code, law or ordinance requirements or changes thereto.
10. Repairs to underground irrigation systems.

### **Your Responsibilities**

If your water lateral is leaking, you must obtain at least two cost estimates from bonded and insured companies that are registered with the City (list of repair companies is available at City Hall).

Following the issuance of a permit by the City, and upon completion of the repair, you must contact the City to obtain an inspection and certification of the completion of the repair. Once the repair is inspected and certified by the City, you must pay the repair company directly, and submit proof of payment to the City.

### **City Responsibilities**

Provided that you comply with the conditions of the Program as set forth in this Agreement, the City will reimburse you for the cost of covered repairs up to the program maximum of \$5,000.00.

### **Cancellation**

You may cancel this Program at any time by mailing a cancellation request to...

**City Clerk**  
**Aledo City Hall**  
**120 North College Ave.**  
**Aledo, Illinois 61231**

If you cancel, the effective date of cancellation is the date the City receives the notice; provided, however, that any applicant who enrolls during the Roll-Out Period (defined below) who seeks to cancel during the first two years following enrollment must pay a cancellation fee equal to \$96 less the total amount of monthly Program fees paid as of the date of cancellation.

### **Limitation of Liability**

In the event that your property is not eligible under the terms and conditions of the Program, the only City obligation is to refund any Program payments you made to the City. Once this refund has been paid, your Program participation will be voided as of the date of your initial Program payment.

The liability of the City, its officers, employees, contractors, and/or agents to you or to any other third party or person, for damages resulting from the provision of, or failure to provide services under this Program, or as the result of any fault, failure, defect, or deficiency in any service, labor, material, work, or product furnished in connection with this Program shall not exceed the Limits of Protection.

In no event, however, shall the City, employees, agents, and contractors have any liability for special, indirect, incidental, consequential or punitive damages resulting from the provision of or failure to provide service under this Program, or from any fault failure, defect or deficiency in any service, labor, material, work, or product furnished in connection with this Program. These limitations of and exclusions from liability shall apply regardless of the nature of the claim or of the remedy sought.

The Water Lateral Repair Program is not an insurance contract or policy. The Program provides for the repair of water laterals due to normal wear and tear. This contract constitutes the entire agreement between the City and you and there are no other promises or conditions in any other agreement whether written or oral.

**Roll-Out Period**

In order to encourage enrollment in the Program, the City will have a Roll-Out period consisting of sixty (60) days, during which applicants who commit to participate in the Program for at least two years will be accepted without an inspection of the water lateral by the City. The Roll-Out Period will begin on February 1, 2013.