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CONTRACT FOR WATER AND WATER MAIN EXTENSION
IN THE VILLAGE OF CHATHAM, ILLINOIS

THIS AGREEMENT made and entered into this 16 day of July, 1970, by and between the VILLAGE OF CHATHAM, ILLINOIS, a municipal corporation, hereinafter called Village, and FIRST INVESTORS OF ILLINOIS, INC., hereinafter called Customer, WITNESSETH:

For and in consideration of the mutual covenants and undertaking herein made, Village and Customer herein covenant and agree as follows:

1. Village agrees to sponsor and supervise the construction of approximately 1,390 feet of six inch water main to be extended along the extension of Main Street in the Village of Chatham as shown by the plat or drawing hereto attached and made a part hereof.
2. Village agrees to proceed with said construction work as soon as is reasonably possible after the execution of this Agreement, to make all necessary connections and tests in the proposed main, and to complete said work as rapidly as is reasonably possible.
3. The Parties hereto agree that the Customer has paid the sum of \$6500.00 and has recovered the sum of \$1350.00, leaving an unrecovered cost of \$5150.00.
4. Customer agrees that the said extended water main shall become the property of and subject to the control of the Village, as part of its water distribution system.
5. Customer and Village both covenant and agree that the Village will not permit any other firm, person or corporation to tap onto said extended portion of said water main to supply water to property not owned by the Customer unless Customer has approved; or unless Village is paid for said permission (in addition to its customary charges for water) 120% of the actual per lineal foot construction cost of the extended water main referred to in Paragraph 1 herein for each front foot of property to be serviced by said water tap as special compensation for each

single family tap use for a property fronting on either side of said improvement to which water is supplied by the extended water main referred to in Paragraph 1 herein; or unless Village is paid for a tap on for services of a larger size or for commercial use a special compensation deemed in its sole discretion to be reasonable but based on the proportionate size of such water service, the extent of the property to be served and the probable use of water provided, however, that said special compensation shall not be less than that provided for in the case of a single family tap use for each tap provided for a single user. All sums so collected by the Village as special compensation as above said shall be paid by the Village to Customer annually hereafter until Customer has received 100% of the amount paid by the Customer under the terms of this Contract for the extension of said water main or until the expiration of 15 years from the date hereof, whichever such event shall first occur; and thereafter the Village may grant permits to tap on said extended water main (or any extension of said extended portion) or make connections thereto, with or without collecting any additional compensation, in its sole discretion and without Customer having any interest, right or title therein.

6. The Village agrees that it will not extend any other main of a size of less than six inches to any firm, person or corporation for water service to property fronting in said improvement.

7. Customer and Village agree that covenants herein contained are the essence of this Agreement.

IN WITNESS WHEREOF, The Parties hereto have set their hands and seals the date and year first above written.

VILLAGE OF CHATHAM, ILLINOIS

By: Robert K. Foster

Attest: Maaldine Bankam

FIRST INVESTORS OF ILLINOIS, INC.

By: Ernest J. Bankam