

# Village of Carol Stream

## COMMUNITY DEVELOPMENT DEPARTMENT

500 N. Gary Avenue ▪ Carol Stream, IL 60188

630.871.6230 ▪ FAX 630.665.1064

e-mail: [comdevelop@carolstream.org](mailto:comdevelop@carolstream.org) ▪ website: [www.carolstream.org](http://www.carolstream.org)

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### GENERAL APPLICATION PACKET PUBLIC HEARING FOR PREANNEXATION AGREEMENT SOUTHWEST PLANNING AREA RESIDENTIAL WATER SERVICE CONNECTION

The process of obtaining approval for connection of a residential property to Carol Stream's water distribution system is a two-step process. The first step is the execution of a preannexation agreement by the property owners and the Village, and this step requires approval of the agreement by the Carol Stream Village Board after a public hearing. The Village staff will schedule the required public hearing, place the required legal notice in the newspaper, and bring the agreement to the Village Board for approval. Village staff will notify you when your application is scheduled for public hearing before the Village Board. You should plan on attending the public hearing, which will take place at 7:30 pm on the first or third Monday of the month at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue.

To avoid delays and confusion during the preannexation agreement process, it is suggested that all applicants closely read the enclosed materials and contact the Community Development Department staff with any questions that may arise.

The following items are enclosed:

#### **General Application for Public Hearing – Preannexation Agreement**

This application, along with all required documentation and the required application fee, must be submitted in order to initiate the public hearing process for approval of a preannexation agreement.

#### **Informational Handout – Submittal Checklist and Process for Building Permit**

The second step in the process of obtaining approval for connection of a residential property to Carol Stream's water distribution system is the issuance of a building permit for service connection. This handout provides information to assist applicants through the process of obtaining a building permit. As noted above, the process of obtaining a building permit is separate from the preannexation public hearing process. A building permit can only be approved after execution of a preannexation agreement between the property owners and the Village of Carol Stream.

If you have any questions regarding the procedures, ordinances or requirements of the Village of Carol Stream, you may contact the following persons for assistance:

Robert J. Glees, Community Development Director..... 630.871.6230

Donald T. Bastian, Assistant Community Development Director... 630.871.6230

<b>Do Not Write in This Space</b>	
Date Submitted:	_____
Fee Paid:	_____
Hearing Date:	_____
File Number:	_____
Public Hearing:	<input type="checkbox"/>

# *Village of Carol Stream*

500 N. Gary Avenue ▪ Carol Stream, IL 60188  
630.871.6230 ▪ FAX 630.665.1064

## GENERAL APPLICATION FOR PUBLIC HEARING PREANNEXATION AGREEMENT FOR WATER SERVICE CONNECTION

1. Name of Applicant \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Fax \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_  
 Name of Attorney \_\_\_\_\_ Phone \_\_\_\_\_  
 (if represented)  
 Address \_\_\_\_\_ Fax \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_  
 Name of Owner \_\_\_\_\_ Phone \_\_\_\_\_  
 (required if other than applicant)  
 Address \_\_\_\_\_ Fax \_\_\_\_\_  
 E-Mail Address \_\_\_\_\_

2. Common Address/Location of Property \_\_\_\_\_

3. Items Required for a Complete Application

- \_\_\_\_\_ Legal Description for the property (typically included on the plat of survey for the property). An electronic version is preferred, and should be e-mailed to [communitydevelopment@carolstream.org](mailto:communitydevelopment@carolstream.org).
- \_\_\_\_\_ Proof of Property Ownership or Written Consent from Property Owner. Proof of ownership can be a photocopied tax bill, homeowner's insurance policy bill or deed. A property owner letter of consent must be notarized.
- \_\_\_\_\_ Preannexation Agreement. See Item #4 below for submittal requirements.
- \_\_\_\_\_ Initial Public Hearing Fee (\$320). Please note that the Initial Public Hearing Fee is based on the use of the Village of Carol Stream's standard form of preannexation agreement. The use of any other form of agreement will result in additional staff review time, which will be billed to the applicant as a Supplemental Public Hearing Fee at a rate of \$80 per hour.

**General Application For Public Hearing  
Preannexation Agreement For Water Service Connection  
Page 2 of 2**

4. Preannexation Agreement – Applicants may wish to involve their attorney in the preparation of the preannexation agreement, or they may use the standard form of agreement as prepared by the Village of Carol Stream, with or without modification. Please indicate your choice of agreement. **(Select one.)**

\_\_\_\_\_ **Option One (Recommended)** – I wish to use the attached standard form of agreement with no changes other than the insertion of the property address and owners' names. Item #20 may be deleted. Please prepare a final agreement.

\_\_\_\_\_ **Option Two** – I wish to use the standard form of agreement with the changes indicated on the attached copy of the standard form of agreement. I understand that Village staff must review the proposed changes to the attached agreement, and the cost of this review will be billed as a Supplemental Public Hearing Fee at a rate of \$80 per hour. Please contact me to discuss the requested changes.

\_\_\_\_\_ **Option Three** – I wish to use an agreement other than the Village of Carol Stream's standard form of agreement, and have attached a proposed draft agreement in hardcopy and electronic form. I understand that Village staff must review the attached agreement, and the cost of this review will be billed as a Supplemental Public Hearing Fee at a rate of \$80 per hour. Please contact me to discuss the proposed agreement.

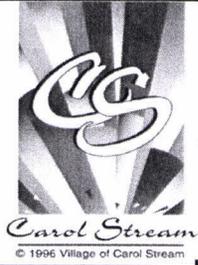
5. Applicant Certification

I have received a copy of the informational handout for the preannexation process for which I am making an application. I have reviewed the standard form of preannexation agreement; I understand my options with respect to preparation of a final agreement for approval by the Village Board, and I understand that the use of any other form of agreement than the Village of Carol Stream's standard form will result in additional staff review time, which will be billed as a Supplemental Public Hearing Fee at a rate of \$80 per hour. I understand that all legal owners of the property for which this application is being made must enter into a preannexation agreement with the Village of Carol Stream as a prerequisite for connection to the Village of Carol Stream water distribution system. I further understand that any late, incomplete or unacceptable submittal may delay scheduling of the public hearing.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Village of Carol Stream

500 N. Gary Avenue, Carol Stream, Illinois 60188

<b>Phone:</b> (630) 871-6230	<b>Fax:</b> (630) 665-1064	<b>Website:</b> www. carolstream.org	<b>E-mail:</b> communitydevelopment@ carolstream.org
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## Submittal Checklist and Process Building Permit SWPA Residential Water Service Connection

### Note to applicants:

This handout is intended to assist applicants through the water service connection permit process for properties in the unincorporated Southwest Planning Area (SWPA). All items listed under “items needed for a complete permit application” must be submitted. The applicant should review the “helpful tips” for common project requirements. Please note that incomplete applications can cause processing delays.

### Items needed for a complete permit application:

- A completed Miscellaneous Residential Construction Permit Application (Type C).
- Two copies of your plat of survey or a site plan, drawn to scale, showing the location of the existing well and septic systems on your property, including service connections.
- Written description of the intended disposition of the existing well system. (Will it be maintained for irrigation purposes or taken out of service?)
- A plumbing floor plan (and other documents as applicable), showing the service connection to the existing plumbing, as well as the well piping modifications for the existing well if it is to remain in service for irrigation purposes.
- Copy of the Plumbing Contractor’s license, unless the homeowner is doing the work.
- Copy of the license of the Plumber doing the work, unless the homeowner is doing the work.
- Executed annexation agreement or preannexation agreement.

***Permit Submittal Checklist and Process***  
***SWPA Residential Water Service Connection***

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- Construction detail drawings. Please be sure to provide the following.
 

Depth of water service (min. 5'-6").	Location of sewer/septic line.
Type(s) and sizes of material(s) being used.	Connection details at water main, if applicable.
  
- The utility service connection permit fees are as follows, payable at the time the permit application is submitted:
  - Connection permit fee – \$64.
  - Tap-on fee – Based on the size of the connection. (**Waived for properties on Trieste Lane.**)

Size of Tap	Fee
1"	\$200.00
1½"	\$250.00
2"	\$300.00

Plant expansion fee – \$726.

Water meter fee – Based on the size of the meter.

Size of Meter	Fee
1"	\$330.00
1½"	\$590.16
2"	\$776.00

**Helpful tips:**

- Water service taps (1-inch) for properties on Trieste Lane have already been installed** as part of the Southwest Water Main Extension Project. The service connections for properties on Trieste Lane must be made to the valve box ("Buffalo Box") provided for that purpose.

- Design tips:

A pipe sleeve must be provided at the foundation wall, and must be sized at least 2 inches greater than the water pipe size.

The water service must be located a minimum of 10 feet from a sewer/septic pipe, or 18 inches above if crossing.

The minimum burial depth of the water service is 5'-6".

If the public water supply will serve an irrigation system, then a backflow prevention device must be provided.

If the well is to remain in service for irrigation purposes, then there must be positive separation between the well piping and the potable water system. A dual check valve must be provided on the potable system. The well piping must be clearly marked and identified as non-potable.

***Permit Submittal Checklist and Process***  
***SWPA Residential Water Service Connection***

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- All work must be designed and executed in accordance with the requirements of the Illinois Plumbing Code and the local codes of the Village of Carol Stream.
- Water meter pick-up – When the permit is issued, the permittee will be given a Water Meter Voucher, and at that time the Public Works Department will order the water meter from the Village's supplier. The permittee **will be contacted by the Public Works Department** when the water meter is ready for pick-up at 124 Gerzevske Lane. Please expect 6 to 8 weeks for the meter to be available.
- Water flush – After all work has been completed, including connection to the water main, the service line must be flushed **before** installation of the water meter.

**Inspections (24-hour advance notice required for inspection scheduling):**

- Underground plumbing – After installation of the underground plumbing and **before** backfill, the permittee or contractor must call the Public Works Department (630.871.6260) for an underground inspection.
- Final – Once all work is complete, the permittee or contractor must call the Community Development Department as soon as possible for a final inspection.

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**Please do not hesitate to contact the Community Development Department at (630) 871-6230 if you have any questions regarding the building permit or inspection process.**



**PREANNEXATION AGREEMENT**  
**SOUTHWEST WATER MAIN EXTENSION PROJECT AREA**  
**( ADDRESS )**

1 This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
2 by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter  
3 referred to as the "Village") and \_\_\_\_\_  
4 (hereinafter referred to as the "Owners").

5 WITNESSETH:

6 WHEREAS, the Owners are the Owners of record of certain real estate, legally  
7 described in Exhibit A attached hereto and made a part of this Agreement, which  
8 property is located in DuPage County, Illinois (hereinafter referred to as the "Property");  
9 and

10 WHEREAS, the parties hereto desire that the Property be annexed to the Village on  
11 the terms and under the conditions hereafter set forth; and

12 WHEREAS, the Property is not located within the corporate boundaries of any  
13 municipality, but is within the planning area of the Village, and may be now or will,  
14 within a period of twenty (20) years, be contiguous to the Village; and

15 WHEREAS, the parties wish to enter into a binding agreement with respect to the  
16 future annexation of the Property and to provide for various other matters related directly  
17 or indirectly to said future annexation, in accordance with the provisions of 65 ILCS  
18 5/11-15.1-1 et seq.; and

19 WHEREAS, the Village Board has determined that the future annexation of the  
20 Property would further the orderly growth of the Village and promote the general welfare  
21 of the Village.

22 NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms  
23 and conditions herein set forth, the Owners and the Village agree as follows:

24 1. The provisions of the preamble hereinabove set forth are hereby restated  
25 and incorporated herein by reference.

26 2. The Owners, within thirty (30) days after a written notice from the Village  
27 indicating that the Property is now contiguous to the Village, shall submit to the Village  
28 an executed Petition for Annexation and plat of annexation in the form provided by law.  
29 The Owners shall pay all fees associated with the annexation including publication fees  
30 and recording fees.

31 3. This Agreement shall be binding upon the Owners, as well as the Owners'  
32 successors, assigns and heirs. This Agreement shall constitute a covenant running with  
33 the land and shall be binding upon all persons taking any interest or right in the

34 Property after the date of the execution of this Agreement. Any person acquiring any  
35 rights or interest in the Property after the date of this Agreement shall be bound by the  
36 terms thereof and shall be deemed to have accepted and approved this Agreement in full.  
37 The Property may not be annexed to any City or Village other than the Village of Carol  
38 Stream during the term of this Agreement.

39 4. If ownership of the Property or any portion thereof changes subsequent to  
40 the execution of this Agreement and prior to annexation, the new Owner or Owners shall  
41 submit to the Village a properly executed acknowledgement and acceptance of this  
42 Agreement within thirty (30) days of acquiring such interest which shall also notify the  
43 Village of the identity of the new Owner and the new Owner's address and telephone  
44 number. It shall be the responsibility of the new Owner or Owners to see to the  
45 submission of these items. Provided, however, the failure, refusal or neglect to submit  
46 these items shall in no way affect the continued validity of this Agreement.

47 5. The Village may record any Petition for Annexation submitted and this  
48 Agreement in the Office of the Recorder of Deeds of DuPage County.

49 6. The Owners and the Village respectively agree to do all things necessary or  
50 appropriate to cause the Property to be duly and validly annexed to the Village as  
51 promptly as practicable after the Property becomes contiguous to the Village. Upon  
52 contiguity, the Village either on its own or with any other properties may, at any time  
53 prior to expiration of this Agreement, annex the Property. The Owners, or their  
54 successors in interest, shall assist the Village and take all actions or steps necessary,  
55 including, but not limited to, preparing and executing new petitions for annexation,  
56 waivers and plats to accomplish said annexation. The Owners shall, at the expense of  
57 the Village, within fourteen (14) days after receiving a written request from the Village,  
58 join in any court proceeding (represented by an attorney experienced in such matters  
59 chosen by the Village) which can result in the annexation of the Property, either by itself  
60 or along with other property, to the Village. Upon annexation, the Property shall become  
61 subject to all applicable ordinances of the Village, except as may be otherwise provided in  
62 this Agreement.

63 7. Prior to annexation of the Property, the Owners shall be allowed to connect  
64 to the municipal water or sewer system. After annexation of the Property, the Owners  
65 shall connect to the municipal water or sewer system as required by the ordinances of  
66 the Village of Carol Stream. The Owners shall be responsible to construct, at their sole  
67 cost and expense, the private service lines necessary to connect to the municipal water or

68 sewer system. Prior to connection, the Owners shall, at their own cost and expense: a)  
69 disconnect the current water service from any existing well and eliminate any cross  
70 connections; b) discontinue use of any existing well as a potable water supply; and c)  
71 execute an Application and Consent to Rules – Carol Stream Water Service User, Exhibit  
72 B attached hereto. The Owners shall be allowed to use the existing well solely for the  
73 non-potable purpose of landscape watering and shall be prohibited from the use of any  
74 well for potable purposes. In the event that the well is determined to be contaminated, is  
75 found to be used for potable purposes, or is determined to be cross connected with the  
76 Village's water system, the Owners shall be required to abandon and cap the well in  
77 accordance with applicable law. The Owners shall abide by the same ordinances, laws,  
78 rules and regulations with respect to water and sewer service as consumers and  
79 customers within the corporate limits of the Village. This provision includes, but is not  
80 limited to, any sprinkling bans or limitations which may be imposed by the Village. The  
81 Owners shall pay regular Village connection charges and tap-on fees. Until the Property  
82 is annexed to the Village, the Owners shall pay 150% of the customer charges applicable  
83 to users within the Village.

84 8. Prior to annexation of the Property, except as provided in Section 9 herein,  
85 all construction, reconstruction and repairs, including but not limited to electrical,  
86 plumbing, heating and air conditioning, sanitation systems, building safety and fire  
87 prevention, shall be conducted in accordance with the applicable laws and ordinances of  
88 the County of DuPage, including the County's bulk zoning ordinances.

89 9. The Owners acknowledge and affirm that the Property is currently used,  
90 and in the future shall be used, for single family residential purposes only. Prior to  
91 annexation of the Property, all construction, reconstruction, repairs, development or  
92 improvements that: a) are of non-residential accessory structures or uses, b) constitute a  
93 change in use from single-family residential, or c) would require subdivision or planned  
94 unit development approval pursuant to the ordinances of the Village, shall be conducted  
95 in accordance with the applicable laws and ordinances of the Village of Carol Stream and  
96 shall be subject to Village approval.

97 10. Upon annexation, the property will be zoned R-1 One-Family Residence  
98 District, and all construction, reconstruction, repair, development, redevelopment or  
99 improvement, of whatever type or nature, shall be subject to the applicable laws and  
100 ordinances of the Village.

101           11.    The Parties may seek to enforce the terms of this Agreement through a suit  
102 seeking specific performance, damages, injunction and costs of enforcing the agreement,  
103 including attorneys' and expert witnesses' fees. The parties intend that the standard,  
104 which a court would use under such circumstances, shall be the same standard which  
105 would be used if the Property were within the Village.

106           12.    Upon payment to the Village of an initial public hearing fee of \$320 by the  
107 Owners, the Village shall schedule a public hearing before the Village Board for  
108 consideration of an ordinance to approve this Agreement. With the approval of the  
109 Village Board, the Village Clerk shall record the Agreement ordinance with the DuPage  
110 County Recorder. No permits for connection of the Property to Village utilities will be  
111 granted until the Agreement has been approved by the Village Board.

112           13.    Upon annexation, the Owners shall pay the annexation fees to the Village  
113 as are then set forth within the Village ordinances, less the initial public hearing fee  
114 specified in Section 12. These shall be the only annexation fees payable.

115           14.    Where land annexed to the Village is not annexed to any fire protection  
116 district or park district, the Owners shall promptly, upon annexation to the Village,  
117 petition for annexation to the Carol Stream Park District and the Carol Stream Fire  
118 Protection District.

119           15.    In addition to any other power residing in the Village to enforce the terms  
120 and conditions of this Agreement, such as a suit for damages or specific performance,  
121 the Village may cut off utility services provided by the Village to the Property for failure of  
122 the Owner or Owners to comply with the provisions of Sections 2 and 6.

123           16.    The Parties or their successors or assigns, may, in equity, by suit, action,  
124 mandamus, injunction, or other proceedings in court, enforce and compel the  
125 performance of this Agreement, including suits for specific performance, but they may  
126 not seek monetary damages.

127           17.    This Agreement may only be amended by written instruments signed by  
128 both parties, and after the procedures required by law or ordinance to cause the  
129 amendment of an annexation agreement.

130           18.    The term of this Agreement shall be twenty (20) years from the date of  
131 execution hereof. And, if permitted by law, within one (1) year before or after the  
132 expiration of the initial twenty (20) year term, the Village may, at its option, extend the  
133 term of this Agreement for an additional twenty (20) years if the property has not been  
134 annexed by the Village.

135 19. If any portion of this Agreement or ordinance enacted pursuant hereto shall  
136 be declared invalid, the same shall not affect the validity of this Agreement as a whole  
137 other than the part so declared invalid. The parties shall then negotiate in good faith to  
138 seek to reestablish the powers and duties found to be invalid. The Owners or the Village  
139 shall be obligated to execute any document or take any additional action which may be  
140 required to correct any defect which has resulted or could result in the invalidation of  
141 this Agreement in whole or in part.

142 20. Special Terms and Conditions: As a condition of the Owners' obligations  
143 under this Agreement, the Village and the Owners agree that:

144 **< Insert special terms and conditions >**

145 21. This Agreement may be executed in multiple counterparts of duplicate  
146 originals or with multiple signature pages each of which shall constitute and be deemed  
147 one and the same document.

148 22. The undersigned Owners warrant that they constitute all Owners of the  
149 Property and that they have full authority and power to sign the Agreement and any  
150 petitions submitted hereunder and that they have not and will not take any action to  
151 change ownership in the Property until after this Agreement is recorded.

152 IN WITNESS WHEREOF this Agreement has been duly executed by whose names  
153 are subscribed below or on the signature pages attached hereto from time to time, and  
154 which pages are specifically incorporated herein.

155	OWNERS	VILLAGE OF CAROL STREAM
156		
157		
158		
159	By: _____	By: _____
160		
161	_____	_____
162	(print name)	(print name)
163		
164	By: _____	Attest: _____
165		Village Clerk
166	_____	
167	(print name)	
168		
169		

170 Subscribed and sworn to before me this  
171 \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_  
172  
173  
174  
175 \_\_\_\_\_  
176 Notary Public  
177  
178  
179  
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EXHIBIT A  
LEGAL DESCRIPTION

181  
182  
183

DRAFT

EXHIBIT B

APPLICATION AND CONSENT TO RULES  
CAROL STREAM WATER SERVICE USER

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184 The Applicants certify that they are the owners ("Owners") of the Property  
185 with the common street address of \_\_\_\_\_. This form  
186 is an application to receive water from the Village of Carol Stream ("Village")  
187 potable water system at the above-specified address and to consent to the rules  
188 instituted from time-to-time by ordinance or administrative rule of the Village,  
189 or by State statute, which provides the terms and conditions under which  
190 residential water users may receive potable water service from the Village.

191  
192 The Owners hereby consent and acknowledge that in their use of the  
193 potable water service of the Village they will fully comply with all such rules,  
194 regulations and statutes ("Rules") and that they will do so whether the Property  
195 at which they receive water is located within or outside of the corporate  
196 boundaries of the Village of Carol Stream. If the Property is located outside of  
197 the boundaries of the Village, the Owners consent to the jurisdiction by the  
198 Village of the exercise of its ordinances regulating the potable water system,  
199 including civil or quasi-criminal penalties, as if the Property were contained  
200 within the corporate boundaries of the Village. The Owners will not raise any  
201 lack of jurisdiction as counter-claim, affirmative defense or as a motion to  
202 dismiss, to any claim, demand or suit, but may defend against any such action  
203 by the Village in the same way as if the Property were located within the  
204 corporate boundaries of the Village.

205  
206 The Owners consent to the shut-off of potable water service by the Village  
207 in the event that the Owners fail to: (1) Properly connect to the Village's  
208 system; (2) Report water leaks or any contamination; (3) Except for any water  
209 well allowed by the Village to be used for non-potable purposes, seal any water  
210 well on the Property within sixty (60) days after the connection of municipal  
211 water and not to install another well while Village water service is provided and  
212 furnish the Village with written evidence that the well has been sealed and no  
213 new wells put into service; (4) Abide by all of the rules and regulations  
214 applicable to a residential water user including but not limited to restrictions  
215 on water usage; (5) Promptly pay the water bills.

216  
217 Subject to Village approval, the Owners may be allowed to keep and  
218 maintain an existing water well only in accordance with the following terms  
219 and conditions:

- 220 1. The water service connection and the well system plumbing must  
221 meet the requirements of the current edition of the Illinois Plumbing  
222 Code.
- 223 2. The private well must be used strictly for irrigation of lawn and  
224 landscaping.
- 225 3. The installation must be approved by the Village's building official as  
226 providing positive separation between the public water supply  
227 system and the private well system.
- 228 4. The property owner must consent to inspections by the Village of  
229 Carol Stream at reasonable hours for the purpose of ensuring that  
230 positive separation exists between the public water supply system  
231 and the private well system.
- 232 5. The well must comply with the requirements of the DuPage County  
233 Health Department.
- 234 6. A notice of supplemental well must be recorded on the property title  
235 in accordance with the requirements of the DuPage County Health  
236 Department.
- 237 7. The well must be inspected and sampled at the owners' expense by  
238 the DuPage County Health Department.
- 239 8. The well must be tested annually at the owners' expense, and the  
240 results provided to the Village within seven working days.

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9. If the private well is ever found to be contaminated, it must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
10. If contamination is found to exist in another well in the vicinity of the property, and the Village determines that there is reasonable cause to conclude that the threat of contamination exists, then the private well must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
11. At such time as the property becomes contiguous to the Village of Carol Stream and is annexed to the Village, the well must be taken out of service and capped in accordance with the requirements of DuPage County.

In promulgating Rules and notifying the Owners of the existence of such Rules, the Village shall only be required to take such actions as it takes with regard to other residential water users of the Village's system.

The Owners may require, from time-to-time, in writing, a list of the Rules of the Village applicable to their use of potable water and payment for such water. It shall be the obligation of the Owners to make any subsequent Owners of the Property aware of the Application and Consent herein granted. The Village shall accept this Application and Consent by initially providing potable water to the Property. The Owners shall procure the signature of all Owners of the Property at the time of the execution of this document, but the failure to do so shall not release or waive the obligations of those parties that do execute this Application and Consent form for which they shall be jointly and severally liable for the obligations provided for herein both financial and with regard to the Rule.

Dated: \_\_\_\_\_

**OWNERS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_