

APPENDIX #1

VILLAGE OF LOVINGTON

APPLICATION FOR WATER SYSTEM SERVICE CONNECTION

The undersigned, representing himself as owner of the property located at _____, hereby makes application for connection to the Water System of the Village for said property, and in consideration of the furnishing of said service covenants and agrees as follows:

1. I agree to abide by all rules and regulations as specified in and by the ordinances of the Village now in effect or enacted and passed from time to time providing for the regulation of service furnished by the Village, it is further acknowledged and agreed that the undersigned, his heirs, executors, administrators, successors and assigns shall pay all charges for connection fees and water usage which shall become due as the result of the connecting of the water mains and the furnishing of water service to the above property, and that all such charges and fees for water service rendered to the property, together with penalties, if any, and the costs of collection are to be considered and become a charge against the property, the lien so created to be enforced in accordance with the ordinances of the Village.
2. All bills for the aforesaid charges are payable on or before the due date following the receipt of said bill and if not paid, are subject to a **ten percent (10%)** penalty.
3. Each and all of the agreements and covenants herein contained shall run with the real estate above described whose present owner is signatory to this application.
4. I understand that after making this application, I am to await the installation permit and instructions therewith.
5. **SERVICE CONNECTION FEE:** \$ _____ is enclosed herewith, payable to the Village.
6. Permission is hereby granted to the Village and its authorized representatives at any reasonable time to enter the premises of the applicant and any portion thereof for the purpose of inspecting all connections appurtenant to the Water System.

CONNECTION MUST BE INSPECTED BEFORE BACKFILLING:

SIGNATURE: _____

(STREET NUMBER AND NAME OF STREET)

(VILLAGE, STATE AND ZIP CODE)

(TELEPHONE NUMBER) (DATE)

Do not fill in the spaces to the right if the information is the same as the applicant above.

MAIL BILLS TO:

(
(
(NAME)
(
(STREET NUMBER AND NAME OF STREET)
(
(
(VILLAGE, STATE AND ZIP CODE)

APPENDIX #2

VILLAGE OF LOVINGTON

UTILITY MAIN EXTENSION CONTRACT

AGREEMENT made and entered into this _____ day of _____, by and between the Utility System of the **Village of Lovington, Illinois**, hereinafter called the "Utility Department" and _____, hereinafter called the "Depositor".

FIRST: That the Utility Department contracts and agrees to have installed by contract in accordance with its rules, utility mains as shown on the plat thereof, and the specifications are attached hereto and made a part hereof.

SECOND: Bids having been taken and the lowest responsible bid having been in the amount of \$_____, the Depositor agrees to deposit and does deposit herewith the cost thereof.

- (A) The lowest responsible bid \$_____.
- (B) Engineering and Inspection Charge \$_____.
- (C) TOTAL: \$_____.

THIRD: Final costs to be adjusted up or down according to completed job cost.

FOURTH: The ownership of the utility mains laid herein shall be at all times in the Utility Department, its successors and assigns.

FIFTH: This Agreement shall be valid and binding on the Utility Department only when signed by the Mayor and Clerk.

SIXTH: This Agreement shall be binding upon the heirs, executors, administrators, successors or assigns of the respective parties.

EXECUTED in duplicate by the parties hereto on the date first above written.

**UTILITY DEPARTMENT
VILLAGE OF LOVINGTON**

BY: _____
SUPERINTENDENT

ATTEST:

VILLAGE CLERK

DEPOSITOR

WITNESSES:

APPENDIX #3

VILLAGE OF LOVINGTON

PRIVATE WASTE DISPOSAL APPLICATION (SEPTIC TANK ETC.)

The undersigned, being the _____ of the property
(owner, owner's agent)
located at _____ does hereby request a permit to install
(Number) (Street)
sanitary sewage disposal facilities to serve the _____ at the location.
(residence, commercial building, etc.)

1. The proposed facilities include: _____ to be constructed in complete accordance with the plans and specifications attached hereunto as **Exhibit "A"**.
2. The area of the property is [_____] square feet or [_____] square meters.
3. The name and address of the person or firm who will perform the work is _____
4. The maximum number of persons to be served by the proposed facilities is _____
5. The location and nature of all sources of private or public water supply within **one hundred (100) feet [30.5 meters]** of any boundary of said property are shown on the plat attached hereunto as **Exhibit "B"**.

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, THE UNDERSIGNED AGREES:

1. To furnish any additional information relating to the proposed work that shall be requested by the Village.
2. To accept and abide by all provisions of the **Revised Code** and of all other pertinent codes or ordinances that may be adopted in the future.
3. To operate and maintain the wastewater disposal facilities covered by this application in a sanitary manner at all times, in compliance with all requirements of the Village and at no expense to the Village.
4. To notify the Village **at least twenty-four (24) hours** to commencement of the work proposed, and again **at least twenty-four (24) hours** prior to the covering of any underground portions of the installation.

DATE: _____, 20____ SIGNED: _____
(APPLICANT)

(ADDRESS OF APPLICANT)

(CERTIFICATION BY CLERK)

\$_____ (Inspection Fee Paid) DATE: _____, 20____
\$_____ (Connection Fee Paid) SIGNED: _____
(CLERK)

(APPLICATION APPROVED AND PERMIT ISSUED)

DATE: _____, 20____ SIGNED: _____
(PUBLIC WORKS DIRECTOR OR SUPERINTENDENT)

APPENDIX #4

VILLAGE OF LOVINGTON

RESIDENTIAL OR COMMERCIAL BUILDING SEWER APPLICATION

The undersigned, being the _____ of the
(owner, owner's agent)
property located at _____ does hereby request a permit to install and
(Number) (Street)
connect a building sewer to serve the _____ at said location.
(residence, commercial building, etc.)

1. The following indicated fixtures will be connected to the proposed building sewer:

<u>NUMBER</u>	<u>FIXTURE</u>	<u>NUMBER</u>	<u>FIXTURE</u>
_____	Kitchen Sinks	_____	Water Closets
_____	Lavatories	_____	Bathtubs
_____	Laundry Tubs	_____	Showers
_____	Urinals	_____	Garbage Grinders

Specify Other Fixtures: _____

2. The maximum number of persons who will use the above fixtures is _____.
3. The name and address of the person or firm who will perform the proposed work is _____

4. Plans and specifications for the proposed building sewer are attached hereunto as **Exhibit "A"**.

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, THE UNDERSIGNED AGREES:

1. To accept and abide by all provisions of the **Revised Code**, and of all other pertinent ordinances and codes that may be adopted in the future.
2. To maintain the building sewer at no expense to the Village.
3. To notify the Village when the building sewer is ready for inspection and connection to the public sewer, but before any portion of the work is covered.

DATE: _____, 20____ SIGNED: _____
(APPLICANT)

(ADDRESS OF APPLICANT)

(CERTIFICATION BY CLERK)

\$_____ (Inspection Fee Paid)	DATE: _____, 20____
\$_____ (Connection Fee Paid)	SIGNED: _____ (CLERK)

(APPLICATION APPROVED AND PERMIT ISSUED)

DATE: _____, 20____ SIGNED: _____
(PUBLIC WORKS DIRECTOR OR SUPERINTENDENT)

APPENDIX #4

VILLAGE OF LOVINGTON

INDUSTRIAL SEWER CONNECTION APPLICATION

The undersigned, being the _____ of the
_____ (owner, owner's agent)
property located at _____ does hereby request a permit to _____
_____ (Number) (Street) (install, use)
an industrial sewer connection serving the _____, which company is engaged in _____
_____ at said location.

1. A plan of the property showing accurately all sewers and drains now existing is attached hereunto as **Exhibit "A"**.
2. Plans and specifications covering any work proposed to be performed under this permit is attached hereunto as **Exhibit "B"**.
3. A complete schedule of all process waters and industrial wastes produced or expected to be produced at said property, including a description of the character of each waste, the daily volume and maximum rates of discharge and representative analyses is attached hereunto as **Exhibit "C"**.
4. The name and address of the person or firm who will perform the work covered by this permit is _____

IN CONSIDERATION OF THE GRANTING OF THIS PERMIT, THE UNDERSIGNED AGREES:

1. To furnish any additional information relating to the installation or use of the industrial sewer for which this permit is sought as may be requested by the Village.
2. To accept and abide by all provisions of the **Revised Code**, and of all other pertinent ordinances or codes that may be adopted in the future.
3. To operate and maintain a control manhole and any waste pretreatment facilities, as may be required as a condition of the acceptance into the public sewer of the industrial wastes involved in an efficient manner at all times, and at no expense to the Village.
4. To cooperate at all times with the Village and its representative(s) in their inspecting, sampling, and study of the industrial wastes, and any facilities provided for pretreatment.
5. To notify the Village immediately in the event of any accident, negligence, or other occurrence that occasions discharge to the public sewers of any wastes or process waters not covered by this permit.

DATE: _____, 20____ SIGNED: _____
(APPLICANT)

(ADDRESS OF APPLICANT)

(CERTIFICATION BY CLERK)

\$_____ (Inspection Fee Paid) DATE: _____, 20____
\$_____ (Connection Fee Paid) SIGNED: _____
(CLERK)

(APPLICATION APPROVED AND PERMIT ISSUED)

DATE: _____, 20____ SIGNED: _____
(PUBLIC WORKS DIRECTOR OR SUPERINTENDENT)

APPENDIX #4

VILLAGE OF LOVINGTON

APPLICATION FOR SANITARY SEWER SERVICE CONNECTION

The undersigned, representing himself as owner of the property located at _____, hereby makes application for Sanitary Sewerage Service for said property, and in consideration of the furnishing of said service covenants and agrees as follows:

1. I agree to abide by all rules and regulations as specified in and by the ordinances of the Village now in effect or ordinances enacted and passed from time to time providing for the regulation of the sanitary sewer system or specifying fees and rates to be charged for connection and sanitary sewer service furnished by the Village. It is further acknowledged and agreed that the undersigned, his heirs, executors, administrators, successors and assigns shall pay all charges for connection fees and sewer usage which shall become due as the result of the connecting of the sewerage mains and the furnishing of sanitary sewerage service to the above property, and that all such charges and fees for sanitary sewerage service rendered to the property, together with penalties, if any, and the costs of collection are to be considered and become a charge against the property, the lien so created to be enforced in accordance with the ordinances of the Village.
2. All bills for the aforesaid charges are payable on or before the due date following the receipt of said bill and if not paid, are subject to a **ten percent (10%)** penalty.
3. Each and all of the agreements and covenants herein contained shall run with the real estate above described whose present owner is signatory to this application.
4. I understand that after making this application, I am to await the installation permit and instructions therewith.
5. **SERVICE CONNECTION FEE:** \$ _____ is enclosed herewith, payable to the Village.
6. Permission is hereby granted to the Village and its authorized representatives at any reasonable time to enter the premises of the applicant and any portion thereof for the purposes of inspecting all connections appurtenant to the sewerage outlets, pipes and mains.

(APPLICANT'S SIGNATURE)

(STREET NUMBER AND NAME OF STREET)

(OWNER'S SIGNATURE, IF NOT APPLICANT)

(VILLAGE, STATE AND ZIP CODE)

(TELEPHONE NUMBER) (DATE)

Do not fill in the spaces to the right if the information is the same as the applicant above.

MAIL BILLS TO:

(

(NAME)

(STREET NUMBER AND NAME OF STREET)

(

(VILLAGE, STATE AND ZIP CODE)

APPENDIX #4
VILLAGE OF LOVINGTON
R E C E I P T

Receipt is hereby acknowledged of the executed Application for Sanitary Sewer Service Connection from the person and for the property indicated below.

This receipt does not authorize service connection is made, inspection and approval of the customer service line by an authorized representative of the Village is required, and approval of such connection and issuance of a Certificate of Inspection and Approval and Permit is conditioned upon compliance with all the Ordinances, Codes, Rules and Regulations of the **Village**.

NOTE:

1. In the event the location of the sewer service connection is unknown, the Superintendent is to be contacted.
2. This office is to be notified the day before the work is to be done so that inspection may be arranged in accordance with specifications furnished. For example, if you desire an inspection on Tuesday, contact us on Monday. If you desire an inspection on Monday, contact us on Friday, etc.
3. If the sewer line is deep enough to drain your basement, if you have one, then the waste from the basement as well as the other floor(s) of the property must go into the sanitary sewers. Downspout and surface drainage are prohibited inasmuch as this is not a storm sewer system.

WARNING! In order to coordinate our inspections, we must be advised a day in advance before the work is done. The inspection must be made before the trench is backfilled. If trench is backfilled before the inspection is made, it will have to be reopened to permit inspection.

NO. _____

**VILLAGE OF LOVINGTON
COUNTY OF MOULTRIE**

DATE: _____

ADDRESS: _____

OWNER(S): _____

APPENDIX #5

VILLAGE OF LOVINGTON

CERTIFICATE OF INSPECTION, APPROVAL AND PERMIT

IT IS HEREBY CERTIFIED THAT inspection has been made of the individually owned sewer mains and sanitary service connection for the property described below, and said installation is hereby approved as in compliance with the Specifications, Rules and Regulations established by the Revised Code (Ch. 38) of this Municipality.

Permission is hereby granted to complete the construction of said individually owned sewer main to the Village Sanitary Sewerage System and to utilize the same for waste disposal in compliance at all times with the Revised Code of this Village.

NO. _____

ADDRESS: _____

TYPE OF CONNECTION:

_____	Single-Family Residence
_____	Multiple dwelling or trailer court
_____	Commercial
_____	Industrial
_____	Institutional
_____	Governmental

INSTALLATION BY: _____

THE SERVICE IS IN OPERATION AS OF THIS _____ DAY OF _____, 20____.

**VILLAGE OF LOVINGTON
COUNTY OF MOULTRIE**

SIGNED: _____

APPENDIX #6

VILLAGE OF LOVINGTON

UTILITY SHUTOFF HEARING NOTICE

This notice is being sent to you pursuant to the provisions of **CHAPTER 38 OF THE REVISED CODE OF ORDINANCES** as adopted by the corporate authorities.

CUSTOMER'S NAME: _____

ADDRESS: _____

TOTAL AMOUNT OF BILL: \$_____ WATER

\$_____ SEWER

\$_____ OTHER

SUB-TOTAL: \$_____

PENALTY: \$_____

TOTAL DUE: \$_____

DATE OF HEARING _____

TIME OF HEARING _____

LOCATION OF HEARING _____

PHONE: _____

If the consumer/customer fails to appear at the hearing, the applicable utility services shall be **terminated** [shut off] without further proceedings.

If payment for the charges and fees is received prior to the date of the hearing, you may disregard this hearing notice.

The Mayor and Village Clerk, or their designated representative(s), shall preside at the hearing.

VILLAGE CLERK

DATED THIS _____ DAY OF _____, 20_____.

NOTE: After services have been shut off there will be a reconnection fee of \$_____.

APPENDIX #7

VILLAGE OF LOVINGTON

OBJECTIONABLE MATERIAL EFFLUENT LIMITS

<u>Waste or Chemical</u>	<u>Concentration mg/l</u>
Boron	1.0
Chromium (Hexavalent)	5.0
Chromium (Trivalent)	10.0
Copper	3.0
Cyanide	0.005
Iron	15.0
Lead	0.1
Mercury or its compounds	0.005
Nickel	3.0
Oil & Grease, etc. (carbon tetrachloride extraction)	100.0
Temperature not over 150° F. (65° C.)	
Acid iron pickling waste or concentrated plating waste	Zero
Free acids and alkalis pH	Between 5.5 and 9.5
Zinc	2.0
Cadmium	2.0
Chlorine Demand	30.0
Phenols	0.5

APPENDIX #8

This Instrument Prepared by)
)
Village of Lovington)
222 South Railroad)
Lovington, Illinois 61937)
)

For Recorder's Use Only

ANNEXATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____ and _____, hereafter called "Landowner", for and in consideration of the right to connect, tap or attach to or the right to receive service through one of the utility systems of the Village of Lovington, Moultrie County, Illinois, hereinafter called "Village" and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree and covenant that when and if the real estate hereinafter described becomes contiguous to Village, and upon the request of Village, Landowner will petition for annexation to Village the real estate described as:

See attachment for legal description.

The parties further agree as follows:

1. Landowner covenants and warrants that Landowner is presently vested with good fee simple title to the above-described real estate.
2. The covenants herein contained are to run with the land and shall be binding upon the parties, their heirs, executors, administrators, assigns, grantees and all persons claiming thereunder.
3. Said petition for annexation shall be in proper form and shall comply with the appropriate statutes of the State of Illinois.
4. All expenses of annexation shall be borne by Landowner.
5. Upon the occurrence of Landowner leasing or renting the above-described property, Landowner shall make these covenants a condition of said lease and they shall be binding on said lessees, tenants, or renters.
6. Landowner hereby release and waives all rights of homestead in and to the property covered by this agreement.
7. The Village may enforce this agreement by any legal remedy available to it, including, but not limited to, suit for specific performance.

8. That, if Landowner fails to perform any agreement contained herein, then Landowner shall reimburse Village for all expenses incurred by Village, including, but not limited to, court costs and attorney's fee, for enforcement of this agreement.

9. This agreement shall be binding on the Owner, its successors and assigns, and upon successor corporate authorities of the Village and the successor municipal corporations or their governmental forms.

10. It is agreed that the several provisions of this agreement shall be severable, and that if any court of competent jurisdiction shall adjudge any provision of this Agreement to be invalid or unenforceable, that judgment shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and official seals, and in the instance of the Village, caused this instrument to be executed by its proper officers duly authorized to execute the same.

Dated this _____ day of _____, 2020.

Landowner/s

Landowner/s

Village of Lovington,
a municipal corporation

Mayor

ATTEST:

Village Clerk