



Water Service Repair Program Agreement

Rock Island water customers own their water services, up to, and including the connection to the City main, and a water service leak is usually an unpleasant and expensive surprise. The City of Rock Island (City) created the Water Service Repair Program (Program) as a way to protect customers from the unexpected financial burden of a water service repair. In addition, the Program relieves customers from the nuisance of finding and hiring a plumbing contractor on short notice in the event of a water service leak. If you participate in the Program and your water service begins to leak, the City will make the repairs according to the following regulations:

Program Eligibility

In order to enroll in the Program,

1. you must be owner or contract purchaser of the property served by the water service,
2. the water service must have a diameter of one and one-half (1½) inch or less,
3. the water service may serve residential and commercial customers, and
4. the water service must be free of leaks and in working order.

The City reserves the right to...

1. deny enrollment in the Program if your water service is defective,
2. deny enrollment in the Program until water service modifications have been completed and approved,
3. deny enrollment in the Program due to unusual site conditions and
4. approve Program enrollment subject to site specific stipulations.

Program Charges

The charge for the Program is \$7.00 per month per water service. 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 (\$21.00 per quarter or \$7.00 per month). 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. Street Improvement charge
2. Refuse charge
3. Stormwater charge
4. Sewer Charge
5. Water Charge
6. Water Service Repair Program (if enrolled)

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 thirty-six (36) 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 \$50.00. 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 repair or replace the leaking portions of the water service. For purposes of this Program, the water service 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 will grade and seed all disturbed lawn areas. You will be responsible for watering the seed after it is placed.
3. The City will replace all public or private sidewalks, driveways and street pavements that are damaged and/or removed by the water service 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 \$20,000.

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, you are responsible for the excess amount. You will be notified when the City realizes that the repair costs are likely to exceed either or both Program limitations so that you can make arrangements to pay your share.

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 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 landscaping materials.
9. Making repairs to inoperable or broken valve(s) when water flow is not obstructed at the property.
10. Updating non-leaking pipes, and/or valves to meet code, law or ordinance requirements or changes thereto.
11. Repairs to underground irrigation systems.

Your Responsibilities

If you suspect that your water service is leaking, call the Public Works Department at:

309-732-2200 on weekdays except holidays between 7 a.m. and 4 p.m.
or
309-732-2311 at all other times

City Responsibilities

A first responder will meet you at the property within two (2) hours after you call the Public Works Department to investigate the problem. If your water service is leaking, a repair crew will be dispatched according to the following schedule.

Severe Leak: If water pressure in your building has been reduced so low that plumbing fixtures are no longer functioning or the leak is damaging your property or causing a public safety hazard, a repair crew will begin work within twenty-four (24) hours.

Other Leaks: If the leak is not severe, a repair crew will begin work within seventy-two (72) hours.

Cancellation

You may cancel this Program at any time by mailing a cancellation request to the City of Rock Island, Finance Department, ATTN: Voluntary Program Cancellation, 1528 3rd Avenue, Rock Island, IL 61201.

If you cancel, the effective date of cancellation is the date the City receives the notice.

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, employee, 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 Service Repair Program is not an insurance contract or policy. The Program provides for the repair of water service leaks 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.