

ADDENDUM "A"

WATER USAGE DATA AGREEMENT

This WATER USAGE DATA AGREEMENT (the "Agreement") is made and entered into as of the 7th day of October, 2020 (the "Effective Date"), by and between the Village of Brighton, an Illinois Municipal Corporation (hereinafter the "Village"), and Illinois American Water Company, an Illinois corporation (hereinafter "IAWC" or the "Company").

RECITALS:

WHEREAS, the Village provides water service to customers in and around the Village of Brighton, and Godfrey, Illinois, and through meter readings and estimates collects certain water usage and customer identification information for its billing purposes; and

WHEREAS, IAWC provides sanitary sewer service to certain customers who are also water service customer of the Village, and IAWC has established charges for such sewer service based upon customer water usage; and

WHEREAS, IAWC has requested that the Village provide certain water usage and customer identification information that IAWC requires to compute and collect its sewer charges; and

WHEREAS, the Village is willing to provide usage information in exchange for payment by IAWC; and

WHEREAS, the IAWC is a public utility regulated by the Illinois Commerce Commission (hereinafter "Commission"); and

WHEREAS, the Village and IAWC desire to enter into an agreement containing specific terms and conditions of providing the water usage and customer identification data.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and IAWC agree as follows:

I. DATA TO BE PROVIDED

- A. The Village agrees to make available to IAWC water usage data which is collected monthly in the Village's ordinary course of business through meter readings or lawful estimates, relative to each of the Village's water service customers who are also sewer customers of IAWC. Each such customer's water usage will be ascertained from readings obtained by some combination of either actual meter readings, postcard readings mailed in from customers, telephone readings called in by customers, or estimated readings by the Village personnel when the foregoing are unavailable. The water usage data will cover a period of approximately 30 days for monthly-billed customers.
- B. The water usage and customer identification data (hereinafter referred to as the "Data"), shall be made available to IAWC by the Village on a weekly basis, and shall include the following Data:
 - 1. Transaction information, including reading, usage and adjustment information for each customer account as follows:
 - a. Whether the reading is an actual reading or an estimate (estimates shall include office estimates performed by the Village and readings provided by the customer).
 - b. Usage adjustment(s) with appropriate code(s) (if applicable);

- c. Cancel read (if applicable);
 - d. Closing bill (if applicable);
 - e. The reading, which shall contain at a minimum:
 - i. The reading date;
 - ii. Days of duration;
 - iii. Usage amount;
 - iv. Reading frequency (bi-monthly, quarterly, monthly);
 - v. Unit of measure (gallons, hundred gallons, hundred cubic feet, thousand gallons);
 - vi. Negative and positive indicator on usage; and
 - vii. Transaction number for each record.
 - 2. Account and premise change information, including customer, service address and status information as follows:
 - a. Account name and mailing address (including address, the Village, state and zip code);
 - b. Premise address (i.e. the service address);
 - c. Status of account;
 - d. Status of premise; and
 - e. Account/premise change date (if applicable).
 - 3. Opening and closing service records, including information concerning the status of the service at the premise address, as follows:
 - a. New premise;
 - b. Inactivated premises; and/or
 - c. Killed premise.
 - C. The Village does not make any representations, warranties, or guarantees to IAWC as to the accuracy, completeness or fitness for a particular purpose of the Data, and IAWC covenants not to sue the Village for claims that the data provided by the Village was inaccurate, incomplete, incorrect, or not fit for IAWC's billing purposes.
 - D. As of the date IAWC makes its first invoice payment pursuant to paragraph 3, IAWC may retrieve the above Data via a secure website maintained by the Village, and all customer records made available to IAWC are referenced by the Village account number and premise number. To the extent the Village intends to change the manner by which the Data will be made available to IAWC or to change the manner in which the Village references customer records, it shall provide IAWC with no less than ninety (90) days' advances notice per the notice provision set forth in Paragraph XII below.
- II. **CONFIDENTIALITY.** IAWC agrees that the Data it obtains shall be used only for the purpose of computing and collecting its sewer charges, and that it shall limit the disclosure of the Data to only those officers, employees, and agents who need the Data for such purpose. IAWC agrees to keep the Data confidential and shall not disclose, provide or sell the Data to any third party, firm, corporation or entity, except as required by law or as other provided herein.
- III. **FEES.** IAWC will pay a fee of **Seventy-Five Cents (\$0.75)** per month for each customer of the Village that is also a customer of IAWC, which amount shall be paid by IAWC within 30 days of receipt of an invoice therefor from the Village. The Village shall invoice IAWC on a monthly basis. The Village may increase the fee for each unit of Data provided to IAWC based on increased costs to provide the Data effective the beginning of the next calendar year, so long as written notice of the new fee is provided to IAWC at least 90 days prior to the end of the preceding calendar year. Should IAWC fail to pay any amounts due under the terms of this Agreement, the Village's obligations to deliver the Data under this Agreement shall cease until such amounts are paid in full.

In addition to the fees set out above, IAWC agrees to assume and pay the cost of the Alteration of the Village's software, or the cost of purchasing new software to accommodate IAWC's needs. IAWC further agrees to assume and pay the cost of providing technical help that may be required by the Village's personnel in learning the procedures required by the new software.

- IV. **INDEMNIFICATION.** IAWC agrees to indemnify, defend and hold harmless the Village from and against any and all claims, complaints or causes of action asserted by IAWC customers and/or other third parties concerning the Data that the Village has made available to IAWC in accordance with this Agreement, including, but not limited to, claims that sewer bills were based on estimates that do not reflect actual usage, and claims that the data provided by the Village was inaccurate, incomplete, incorrect, or not fit for IAWC's billing purposes. The indemnification provision will survive the termination of this Agreement with respect to any actions taken during the time the Agreement was in effect.
- V. **CUSTOMER COMMUNICATIONS.** IAWC shall handle all customer communications regarding the implementation of this Agreement by IAWC, or any actions that are taken pursuant to this Agreement by IAWC. Communications from customers to the Village regarding IAWC billings will be referred and directed to IAWC, but the Village will respond to reasonable requests for information from IAWC to assist IAWC in the handling of specific customer issues from time to time.
- VI. **FORCE MAJEURE AND CONFLICTING REQUIREMENTS.** The Village's actions required under this Agreement shall be excused due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather, or emergencies requiring utilization of manpower or resources elsewhere. In addition, the aforementioned information will cease to be provided if a court of competent jurisdiction or other governmental entity having jurisdiction issues an order to the Village so requiring.
- VII. **EXPIRATION OR TERMINATION.** This Agreement shall be for a term of one year from the Effective Date. Thereafter, it will continue from year to year unless terminated by either of the parties giving thirty (30) days' written notice to the other party as set forth in Paragraph XII below.
- VIII. **SUCCESSORS AND ASSIGNS.** The Village and IAWC agree that this Agreement shall be binding upon and inure to the benefit of their respective successors and assigns.
- IX. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between the parties and fully supersedes any prior agreements or understanding between the parties relating to the subject matter set forth herein.
- X. **AMENDMENT.** Neither this Agreement, nor any term hereof may be amended, changed, modified, altered or waived except in writing executed by both IAWC and the Village.
- XI. **AUTHORITY OF PARTIES.** Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required. Upon execution of the Agreement, IAWC shall designate a representative to whom all inquiries from the Village should be directed and decisions of that individual shall be final and binding on IAWC.
- XII. **NOTICES.** All notices and other communications between the Village and IAWC concerning this Agreement (collectively, "Notices") shall be given in writing to the addresses set forth below:

IAWC: Karen Cooper, Sr. Mgr. of Field Service and Production
Illinois-American Water Company
100 N Water Works Drive
Belleville, Illinois 62223

With Copy to: Legal Department
Illinois-American Water Company
100 N Water Works Drive
Belleville, Illinois 62223

The Village: Village of Brighton
Attn: Brighton Water Department
201 South Main Street, PO Box 458
Brighton, IL 62012

With a copy to: Village of Brighton
Cynthia M. Tucker, Village Clerk
206 South Main Street, PO Box 458
Brighton, IL 62012

XIII. **CONSTRUCTION.** The headings or captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

XIV. **GOVERNING LAW.** To the extent a dispute arises between the Village and IAWC involving enforcement of this Agreement, such dispute shall be governed by the laws of the State of Illinois.

XV. **INCORPORATION OF RECITALS.** The Recitals are hereby incorporated into this Agreement.

XVI. **COUNTERPARTS.** This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together with constitute a single document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: /s/ Elizabeth Matthews
Elizabeth Matthews, Vice-President of Operations

ATTEST:

VILLAGE OF BRIGHTON, ILLINOIS

 /s/ Cynthia M. Tucker
Village Clerk

By: /s/ Marcella Wilfong
Marcella Wilfong, Acting President of the
Board of Trustees

WATER SHUT-OFF AGREEMENT

This WATER SHUT-OFF AGREEMENT (the "Agreement") is made and entered into as of the 7th day of October, 2020 (the "Effective Date"), by and between the Village of Brighton, an Illinois Municipal Corporation (hereinafter the "Village"), and Illinois American Water Company, an Illinois corporation (hereinafter the "Company" or "IAWC"). Hereinafter the Village and the Company may be referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, the Village provides water service to customers in Godfrey, Illinois; and

WHEREAS, the Company provides sanitary sewer service to customers in Godfrey, Illinois; and

WHEREAS, the Company has requested that the Village shut off the supply of water from its potable water distribution system to any premises at which charges for sewer collection and treatment service supply by the Company are delinquent for more than thirty (30) days; and

WHEREAS, the Village and IAWC desire to enter into an agreement containing specific terms and conditions of performing the water supply shut-off services.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and IAWC agree as follows:

- I. **DEFINITIONS.** The terms used herein shall have the following meanings:
 - A. "Sewer Charges" means the charges billed by the Company to a User for the use of the Company's sewer collection and treatment system.
 - B. "User" means any person(s) or premise that discharges wastewater into the Company's sewer collection and treatment system and is a water customer of the Village.

- II. **SHUT-OFF SERVICES.**
 - A. When the Company determines, in accordance with applicable Illinois law, that a User's Sewer Charges remain unpaid and are in arrears for more than thirty (30) days after rendition of a written notice of such charge, sent by first class mail to each User for a particular premise, and the Company makes a specific written request to the Village to terminate water service to the Company's User until such time as the Sewer Charges are paid in full, the Village shall terminate the User's water service as set forth below. With such request, the Company shall provide the following information to the Village:
 - 1. The name of the User that is in arrears in payment of Sewer Charges.
 - 2. The address of the premises where such sewer service was received;
 - 3. That said User's sewer charges are in arrears for more than thirty (30) days after sending written notice by first class mail;
 - 4. That said User has been afforded written notice, by first class mail, of the arrearage amount, and the Company's intent to terminate sewer treatment service by means of a written request to the Village to discontinue said User's water service, and
 - 5. That the Company has complied with its policies and procedures regarding the billing and shut-off notification process.
 - B. Upon receipt of the written request and certification as set out above, the Village shall, within twenty (20) days, send an employee of the Village to the premises as identified by the Company and terminate the water service to such premises after having first advised any responsible person present at such premises of the termination of water service at the request of the Company due to non-payment of User's Sewer Charges.

- C. Upon receipt of full payment by the User, the Company shall notify the Village at 206 South Main Street, PO Box 458, Brighton, Illinois 62012; telephone #618/372-8484, email address: Bettyroberts@brightonill.com, that all arrearages have been paid and that water service should be immediately restored.
- D. Notwithstanding anything to the contrary herein stated, the Village reserves the exclusive right, at its sole discretion, to process the Company's requests for termination of water service on such schedules and at such times as is convenient to the Village and are consistent with the Village's normal business practices and procedures.
- E. The Village's actions required under this Agreement shall be excused if, due to matters beyond its control, including, but not limited to, employee work stoppages, strikes, inclement weather and emergencies requiring utilization of manpower or resources elsewhere. Termination will not be completed if a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction, issues an instruction to the Village so stating. At such time, the Village will relay such conflicting instructions to the Company and the Village will not knowingly take further actions toward termination until the appropriate governmental entity or the Company notifies the Village in writing that the conflict with the termination(s) has been resolved and provides written evidence thereof.
- F. In no event shall the Village be required to disconnect a fire line service without authorization from the governmental authority responsible for fire protection to the affected property, even in cases of combined fire and domestic service lines.

III. SHUT-OFF SERVICE FEES.

- A. The Company shall pay to the Village, within thirty (30) days of receipt of an invoice from the Village, the total sum of Seventy-Five Dollars (\$75.00) to cover the Village's fees, which includes administrative costs, conducting the termination, and the restoration of the water supply to each premise that requires a one-person shut-off crew. For premises in which a two-person crew is required to perform the termination and restoration of water supply, the sum of One Hundred Dollars (\$100.00) will be charged for each premise. Such invoice shall be sent and payable following termination of service, even if restoration is not requested, or even if termination does not occur. In the event that more than one hour is required for either the termination or restoration of water service to any designated premises, the Company shall pay the actual cost thereof to the Village based on time, material, transportation, and other fixed charges. If more than one hour is required to terminate or restore water service, the Company shall be notified within three (3) business days of the additional charges. The fees fixed hereunder may be amended from time to time as agreed by the Parties.
- B. The Company, in addition to the sums as set out in Paragraph A above, shall pay to the Village the estimated loss of water revenues resulting from each such termination made hereunder. The estimated loss of water revenue for each termination of residential water service shall be as follows:

From date of Shut-off up to 4 days	=	\$5.00
From date of Shut-off to 5-35 days	=	\$40.00
From date of Shut-off to 36-65 days	=	\$80.00
From date of Shut-off to 66-90 days	=	\$120.00

The Company shall pay monthly for the lost water revenue for the period beginning with the termination through the restoration of water services. For residential property, if the water service is required to be off for longer than ninety (90) days, the account shall be considered abandoned at the end of said ninety (90) days and the lost revenue charge to the Company shall cease.

- IV. **COVENANTS OF THE COMPANY.** The Company hereby covenants and agrees:
- A. The Village shall not be liable for any loss, damage, or other claim asserted by the Company's users, the owner and/or tenant of the premises, the water customer, the Company or any other person, corporation or entity based upon or arising out of the termination of water service at the request of the Company. As provided by statute, the Company agrees to indemnify, defend and hold harmless the Village, and its officers, employees and agents from and against any and all claims, complaints or causes of action (whether judicial, administrative, or otherwise) arising out of actions taken by the Village pursuant to a request of the Company in accordance with Section 2.
 - B. Notwithstanding anything to the contrary, should a new customer who was not a User at the time the arrearage owed to the Company was incurred at a terminated premises apply for water service to that premises, the Village may provide such service and the Company will not look to such new water customer for payment of the prior sewer arrearage.
 - C. The Company shall handle all User communications regarding service terminations implemented pursuant to this Agreement. Communications from Users to the Village shall be referred and directed to the Company at a phone number provided by the Company.
- V. **TERM.** This Agreement shall be for a term of one year from the Effective Date. Thereafter, it will continue from year to year unless terminated by either of the parties giving thirty (30) days' written notice to the other party as set forth in Paragraph XII below.
- VI. **NOTICES.** All notices and other communications between the Village and IAWC concerning this Agreement (collectively, "Notices") shall be given in writing to the addresses set forth below:
- If to the Village: Village of Brighton
 Attention: Brighton Water Department
 201 South Main Street, PO Box 458
 Brighton, Illinois 62012
- With a copy to: Cynthia M. Tucker, Village Clerk
 206 South Main Street, PO Box 458
 Brighton, IL 62012
- If to the Company: Illinois-American Water Company
 Attn: Elizabeth Matthews
 100 N Water Works Drive
 Belleville, Illinois 62223
- With a Copy to: Legal Department
 Illinois-American Water Company
 100 N Water Works Drive
 Belleville, Illinois 62223
- VII. **APPLICABLE LAW.** This Agreement shall be construed, and its performance shall be determined in accordance with the laws of the State of Illinois.
- VIII. **SUCCESSORS AND ASSIGNS.** The Village and IAWC agree that this Agreement shall be binding upon and inure to the benefit of their respective successors and assigns.
- IX. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between the parties and fully supersedes any prior agreements or understanding between the parties relating to the subject matter set forth herein.

- X. **AMENDMENT.** Neither this Agreement, nor any term hereof may be amended, changed, modified, altered or waived except in writing executed by both IAWC and the Village.
- XI. **CONSTRUCTION.** The headings or captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- XII. **COUNTERPARTS.** This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the day and year first above written.

The Company

The Village

ILLINOIS-AMERICAN WATER COMPANY

VILLAGE OF BRIGHTON

By: /s/ Elizabeth Matthews
Elizabeth Matthews
Vice President, Operations

By: /s/ Marcella Wilfong
Marcella Wilfong
Acting President Board of Trustees

ATTEST:

By: /s/ Cynthia M. Tucker
Village Clerk