

EMERGENCY

WATER SYSTEM INTERCONNECTION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND THE VILLAGE OF CHATHAM, ILLINOIS

This Agreement made this _____ day of _____, 2015, by and between the City of Springfield, Illinois, a municipal corporation in the County of Sangamon and State of Illinois (City), and the Village of Chatham, Illinois, a municipal corporation in the County of Sangamon and State of Illinois (Village), with respect to a water system interconnection.

WHEREAS the City owns and operates a water supply distribution system, and

WHEREAS, the Village currently purchases its water supply from the South Sangamon Water Commission (SSWC), and

WHEREAS, the Village and the City are currently in negotiations for a permanent backup water supply agreement, and

WHEREAS, on November 3, 2015, the Village experienced an unexpected drop in tank levels, and

WHEREAS, the Village has requested that the City provide an emergency water backup supply to the Village immediately, with the understanding that a permanent backup water supply agreement will be finalized in the next three (3) months, and

WHEREAS, the City is willing to immediately sell water to the Village under certain terms and conditions.

NOW THEREFORE, it is agreed that the preambles above are hereby incorporated into the terms of this agreement, along with the following:

1. **Water Available for Purchase & Sale.** The City agrees to furnish up to 1,000,000 gallons of water to the Village from November 4, 2015, at 3:00 p.m., C.S.T. up to and including November 5, 2015, at 10:00 a.m., C.S.T., under and in accordance with the terms hereof, through a metered connection(s) hereinafter described to be used by the Village as an emergency supply of water for customers of the Village. The supply of water to be furnished hereunder to the Village during the period of this Agreement shall be as follows:
 - a. The Village shall only take water from the City under conditions which constitute a need for a temporary emergency supply of water, under conditions such as, but not limited to, flooded wells, power outages, main break, fire, planned temporary outage, or other unexpected occurrence, exclusive of periods of general water shortage common to both the Parties.

The use of this water is not intended to be a supply to supplement available treatment capacity. The City provides no guarantee of the amount or availability of water to be sold to the Village. It is understood and agreed by the Parties that in the event of water shortage, act of God, natural disaster, or other circumstances beyond the control of the City, which would affect the City's ability to provide water to the Village, the City may impose restrictions on the Village's use of the City's water. Any obligation of the City to supply water to the Village shall be fulfilled by reasonable diligence in procuring labor or material to remedy any interruption in the City providing water to the Village.

- b. The water systems of the Parties are currently interconnected at I-55 and Mansion Road. Additional interconnections may be placed at a mutually agreeable location.
 - c. The Village shall immediately notify the City of its intent to take water under this Agreement. Village shall call the City at: (217) 757-8628, and follow up with a written notification. All notifications shall include the reason for needing the water and the approximate length of time and quantity of water that will be taken.
2. **Rates & Charges.** The rates for said emergency supply of water shall be the then SSWC wholesale rate, or the Outside City Rate, whichever is higher.
 3. **Payment.** The Village shall be billed monthly based upon the rates and charges specified above. The Village shall pay the City by the 30th day after issuance of the bill by the City.
 4. **No Resale.** The Village shall not resell any water supplied by the City to the Village to any other entity on a wholesale basis without the express written consent of the City.
 5. **Term.** This Agreement shall be in effect for a term of 24 hours. However, it may be extended by mutual agreement of the Parties. Paragraphs 3, 7, 8, 9, 10 and 11 survive termination.
 6. **Equipment, Meters & Access.**
 - a. The control valves, meters, meter equipment, meter vaults, and valves at the metering locations shall at all times be under the control of the City. The Village shall pay all City labor rates to open and close the valves. There may be times where the Village may have need to open and close the valves. Only with prior authorization by the City, may properly authorized Village personnel open and close the valves. Such authorization is specifically limited to the exact parameters specified by the City in its authorization and shall not be applied to future situations.
 - b. The properly authorized officers, agents and representatives of the Village shall, at reasonable times, have access to meter vaults, meter control valves and meter equipment for the purpose of inspection.

c. If, at any time, a meter shall fail to register correctly the quantity of water furnished or taken, or shall fail to register the flow of water through said meter, the amount of water furnished and taken shall be determined by taking an average of the monthly readings of such meter, exclusive of deficient or excessive readings.

7. **Water Quality & Monitoring.** It is recognized by both Parties that different forms of disinfection are used by each. Each Party is responsible for monitoring and maintaining a chlorine residual within its system where the mixing of the two water might occur. Should subsequent problems arise after the City begins to provide water to the Village that are directly related to or caused by the characteristics of the Village's primary water supply or the mixing of the Village's primary water supply with the City's water supply (exclusive of normal wear and tear of the City's facilities and equipment), the City and Village agree to mutually work together to implement a mutually agreed to solution. In any event, the Village agrees to assume all liability and accept all responsibility for the quantity and quality of water provided to its customers.
8. **Default.** In the event that one Party believes the other to be in default under this Agreement, that Party acting through its chief administrator, shall notify the other Party in writing. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement by serving written notice on the other Party, such termination to be effective on the date stated in the written notice. No waiver of any default shall be implied by the failure of either Party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver.
9. **Indemnification.** To the extent allowable by law, the Village shall defend and hold harmless the City against any and all claims, demands, and causes of action arising out of or connected with this Agreement, including any action or claim brought against the Village because of the water supply that is the subject of this Agreement, and shall indemnify the City for any costs, expenses, fines, or damages resulting therefrom (including all court costs, fees, and reasonable attorneys' fees), except where such claims arise out of the willful misconduct of the officers, agents or employees of the City.
10. **Notices.** Any notice or communication permitted or required under the Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed to:

If to Village to:

Village of Chatham
Attention:

Chatham, IL

If to City to:

City of Springfield
Office of Public Utilities
Attention: General Manager
4th Floor, Municipal Center East

800 East Monroe
Springfield, IL 62757

With a copy to:

With a copy to:

Office of Corporation Counsel
Room 313
Municipal Center East
800 East Monroe
Springfield, IL 62701

- 11. **Binding on Successors.** This Agreement shall be binding upon the successors and assigns of the Village and the City and their respective governing bodies.
- 12. **Counterpart & PDF Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.
- 13. **Amendments.** This Agreement may not be amended except by means of written document, including an addendum, signed by authorized representatives of both the Village and the City.
- 14. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

Attest:

CITY OF SPRINGFIELD, IL

By: _____
City Clerk

By: _____
Mayor

Date: _____

Attest:

VILLAGE OF CHATHAM, IL

By: _____
Clerk

By: _____
President

Date: _____