

Ordinance No. 93- 12

AN ORDINANCE APPROVING A SECOND AMENDMENT
TO THE CONTRACT OF JANUARY 19, 1967 BETWEEN
THE VILLAGE OF CHATHAM, ILLINOIS AND THE
CITY OF SPRINGFIELD, ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain agreement entitled "Second
Amendment to the Contract of January 19, 1967, Between the
Village of Chatham, Illinois and the City of Springfield,
Illinois", attached hereto as Exhibit A, is hereby approved.

SECTION 2: The President and Clerk are directed to execute
said agreement on behalf of the Village, and the proper officers
of the Village are authorized and directed to carry out said
agreement according to its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 23 day of March, 1993.

Carl J. Obryen
VILLAGE PRESIDENT

ATTEST:

[Signature]
Village Clerk

AYES: 5
NAYS: 0

PASSED: 3-23-93
APPROVED: 3-23-93

ABSENT: 1

EXHIBIT A

**Second Amendment to the Contract
of January 19, 1967,
between the Village of Chatham, Illinois,
and the City of Springfield, Illinois**

This amendment made and entered into as of this _____ day of _____, 1993, by and between the City of Springfield, Office of Public Utilities, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and the Village of Chatham, Illinois, a municipal corporation of the State of Illinois, hereinafter referred to as "Chatham":

WITNESSETH:

WHEREAS, the contract heretofore entered by and between Chatham and Springfield as of January 19, 1967, as amended on January 6, 1970, provided for a supply of water from Springfield to Chatham, and

WHEREAS, the Village of Loami, a municipal corporation of the State of Illinois, hereinafter referred to as "Loami", has requested that the City provide Loami with a source of water for use as a public water supply; and

WHEREAS, the closest and most cost-effective point of connection with such a source would be the Chatham distribution system; and

WHEREAS, by Chatham Resolution 08-92, the President and Board of Trustees of the Village of Chatham, expressed a commitment to serve water to Loami through a connection with a Chatham water main; and

WHEREAS, by City Resolution 87-92, the Mayor and Springfield City Council have also indicated the City's willingness to serve Loami through the Chatham distribution system,

NOW, THEREFORE, in consideration of the mutual covenants and agreements, hereinafter contained, the parties hereby agree to the following:

- A. The City will serve Loami as if it were a direct wholesale customer by metering water usage at a specified location between Loami and Chatham on road 9 S on a site to be provided by Loami. The quantity of water metered at the above location, referred to as the Loami Meter, will be deducted from the usage registered by the Chatham Meter (and any future meters) less any current deductions (eg. Ball School Main) for water served, and billable, to Chatham. The existing Chatham Meter is located at the current point of entry of City water to the Chatham distribution system, near Chatham's ground storage tank in the vicinity of the entrance to the Bridgeview/I-55 Boat Ramp area. The City will invoice Loami directly, based on the usage registered at the Loami Meter.

If, at any time, the said meters shall fail to register correctly the quantity of water furnished and taken hereunder, or shall fail to register the flow of water through said meters, the unregistered, under-registered, or over-registered amount of water furnished and taken shall be determined by taking an average of the previous four (4) quarterly readings of such meters, exclusive of deficient or excessive readings. Where said meters have been installed for a period of less than one (1) year or where less than four (4) quarterly competent readings exist, such average or estimate may be based upon a lesser number than four (4) quarterly readings taken preceding or subsequent to such increased or stopped registrations.

- B. There will be no fee charged to the City for passage of water through the Chatham distribution system and Chatham will allow Springfield to serve Loami through the Chatham distribution system until such time that this system of conveyance is no longer needed or desired as mutually agreed by the City, Chatham, and Loami. Any request for termination of the contract between the City and Chatham will be subject to approval by Loami, solely with respect to the provision of continued conveyance of water to Loami.
- C. It is expressly agreed here that the City is responsible only for the quality and pressure of water as supplied at the City's connection with the Chatham distribution system; that being, at the current Chatham meter and/or any future metering location(s). The Chatham meter is located near the entrance to the Bridgeview/I-55 Boat Ramp area at the approximate location of Chatham's ground storage tank. The quality of water delivered to Chatham will be the same as that furnished to the City's direct retail customers. The responsibility for water quality and water pressure beyond the Chatham meter lies solely with the Villages of Chatham and Loami as agreed to between these two villages. It is expressly agreed and understood by Chatham that any need for additional pumping or water treatment is the sole responsibility of Loami and Chatham.
- D. The City has agreed to provide up to 97 gallons per minute (140,000 gallons per day) to the Chatham distribution system, over and above the amount allotted to Chatham, for the expressed purpose of serving Loami with such quantity of water.
- E. The expiration date of the Contract shall be extended to December 31, 2013. This amendment shall remain in effect until December 31, 2013.

F. In the event that Loami does not secure the completion of the proposed water supply connection by March 1, 1994, this amendment shall become null and void. Furthermore, execution of this amendment is also contingent upon the execution of an agreement between Chatham and Loami to address Water Service Agreement Provisions.

IN WITNESS WHEREOF, the City and Chatham have caused this instrument executed on their respective behalf by their duly authorized officers with their corporate seals to be affixed, pursuant to ordinances duly passed, adopted and recorded.

CITY OF SPRINGFIELD, ILLINOIS

BY: _____
Its Mayor

ATTEST:

City Clerk

VILLAGE OF CHATHAM, ILLINOIS

BY: Carl D. Oblinger
Its President

ATTEST:

[Signature]
Village Clerk

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 93-12, adopted by the President and Board of Trustees of said Village on the 23 day of March, 1993, said Ordinance being entitled:

**AN ORDINANCE APPROVING A SECOND AMENDMENT
TO THE CONTRACT OF JANUARY 19, 1967 BETWEEN
THE VILLAGE OF CHATHAM, ILLINOIS AND THE
CITY OF SPRINGFIELD, ILLINOIS**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 23 day of March, 1993.



Village Clerk