

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 16-06

**AN ORDINANCE APPROVING A WATER SYSTEM INTERCONNECTION
AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND
VILLAG OF CHATHAM**

THOMAS S. GRAY, Village President
PAT SCHAD, Village Clerk

KEN BOYLE, JR.
MARK CLAYTON
DAVID KIMSEY
NINA LINDHORST
MATT MAU
JOE SCHATTEMAN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on 2-23, 2016

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 16- 06

AN ORDINANCE APPROVING A WATER SYSTEM INTERCONNECTION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND VILLAG OF CHATHAM

WHEREAS, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village desires enter into an agreement with the City of Springfield (“City”) to utilize their water supply distribution system as an emergency water backup supply to the Village; and

WHEREAS, the City has offered to allow its water supply distribution system to be utilized by the Village as an emergency water backup supply; and

WHEREAS, the Corporate Authorities of the Village find it in the best interests of the Village to enter into an agreement setting for the terms and conditions upon which the Village may rely upon the City as an emergency water backup supply.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Approval of Water System Interconnection Agreement. The Board of Trustees of the Village hereby authorize the Village President to enter into the Water System Interconnection Agreement with the City of Springfield in the form attached as Exhibit A.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall

not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 23 day of FEB, 2016.

	YES	NO	ABSENT	PRESENT
KEN BOYLE, JR.	✓			
MARK CLAYTON			✓	
DAVID KIMSEY	✓			
NINA LINDHORST	✓			
MATT MAU	✓			
JOE SCHATTEMAN	✓			
THOMAS S. GRAY	NA			
TOTAL	5	0	1	0

APPROVED by the President of the Village of Chatham, Illinois this 23 day of FEB, 2016

Thomas S. Gray

Thomas S. Gray, Village President

Attest: *Pat Schad*
 Pat Schad, Village Clerk

**EXHIBIT A
INTERCONNECTION AGREEMENT**

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

This Agreement made this 23 day of FEB, 2016, 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 has requested that the City provide an emergency water backup supply to the Village, and

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

NOW THEREFORE, it is agreed as follows:

1. **Water Available for Purchase & Sale.** The City agrees to furnish and the Village agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through a metered connection(s) hereinafter described to be used by the Village as an emergency supply of water for all current water customers of the Village as shown on Exhibit A attached hereto and incorporated herein. The supply of water to be furnished hereunder to the Village during the period of this Agreement shall be as follows:
 - a. The City agrees to provide 1,500,000 gallons of water per day at a pressure of not less than twenty (20) pounds per square inch measured at ground level at the meter to the Village. 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. 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 provides no guarantee of the amount or availability of water to be sold to the Village. In addition, the City may impose restrictions on the Village's use of the City's water that are at least as stringent as the restrictions placed on the City's

other users. 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 in two (2) locations, one at I-55 and the other near Mansion Road. Additional interconnections may be placed at a mutually agreeable location and at the sole expense of the Village.
 - 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. In situations where the Village intends to take water under planned circumstances, Village shall provide such notice not less than 24 hours prior to taking water.
2. **Rates & Charges.** The rates for said emergency supply of water shall be the then SSWC wholesale rate, or the CWLP Outside City Rate, whichever is higher. In addition to the usage rate, the Village shall pay a monthly meter charge to the City as follows:
- a. 6" meter at I-55: \$572.37 per month
 - b. 4" meter at Mansion Road: \$282.40 per month
 - c. In the event: (1) additional meters are installed, (2) meter sizes are increased, or (3) the meter rate in the City Code increases, then the City reserves the right to increase the monthly meter charge. The City shall provide written notice to the Village of any such increases and the reason for the increase. In the event the Village does not agree with such increase, the Village may terminate this Agreement.
3. **Payment.** The Village shall be billed monthly based upon the rates and charges specified above and any other costs provided for in this Agreement. 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 five (5) years. Either party may also choose to terminate this agreement for convenience by providing notice of termination in writing to the other party with a twelve (12) month notice of the date of termination. 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 if required outside of normal business hours. Under no circumstances shall the Village operate valves on the City's side of the meter.

- b. The properly authorized officer, 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 and taken hereunder, or shall fail to register the flow of water through said meter, then the unregistered, under-registered or over-registered 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. Where said meter has been installed for a period of less than one (1) year or where less than twelve (12) credible monthly readings exist, such average or estimate may be based upon a lesser number than twelve (12) monthly readings taken preceding or subsequent to such increased or stopped registrations.
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 waters 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 upon solution to remedy such problems within 90 days. If such a conclusion cannot be reached, this Agreement shall continue for three (3) months from when the problem arises and both parties are made aware of such problem in writing to allow the Village to identify and initiate implementation of an alternative to this Agreement, or to remedy such problem in a manner agreeable to the City. 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 and allow the other Party thirty (30) days from the date of receipt of the notice to cure the default. 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.** Except as to required telephone notification in paragraph 1(c), 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: Village Administrator
116 E. Mulberry Street
Chatham, IL 62629

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:

Jeff Jurgens
Corporation Counsel
Sorling Northrup Attorneys
1 N. Old State Capitol Plaza
Suite 200
Springfield, IL 62705

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: *[Signature]*
Clerk

By: *Thomas Gray*
President

Date: 2/23/16

