

VILLAGE OF CHAPIN  
ORDINANCE NO. 2012-6

AN ORDINANCE APPROVING WATER PURCHASE CONTRACT WITH THE  
EXETER-MERRITT WATER COOPERATIVE

FOR THE  
VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS

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ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF CHAPIN, MORGAN, COUNTY, ILLINOIS

THIS 12 DAY OF June, 2012

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Published in pamphlet form by authority of the President and Board of Trustees  
of the Village of Chapin, Morgan County, Illinois, this 12 day of  
June, 2012.

ORDINANCE NO. 2012-6

**ORDINANCE APPROVING WATER PURCHASE CONTRACT WITH THE EXETER-MERRITT WATER COOPERATIVE**

WHEREAS, the Village of Chapin is in the process of making significant improvements to its water distribution system including, but not limited to, upgrading the existing water treatment plant, adding a membrane filtration system and extending water mains;

WHEREAS, the corporate authorities of the Village of Chapin determine that given the improvements to be made to the Village's water distribution system, it is in the best interests of the Village's residents to enter into a *Water Purchase Contract* with the Exeter-Merritt Water Cooperative to provide the Village with an alternate source of potable water in cases where its supply of water from the City of Jacksonville is interrupted;

WHEREAS, the corporate authorities of the Village of Chapin deem it is in the best interest of the Village and its residents that the Village enter into a *Water Purchase Contract* with the Exeter-Merritt Water Cooperative, a true and exact copy of which, marked as Appendix A, is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The foregoing recitals are adopted and incorporated herein as if they had been restated verbatim.

Section 2. The *Water Purchase Contract between Exeter-Merritt Water Cooperative and Village of Chapin*, attached hereto as Appendix A, is approved and the Village President and Clerk are authorized and directed to execute the same on behalf of the Village of Chapin.

Section 3. This ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as required by law.

Section 4. The Village Clerk is directed to publish this ordinance in pamphlet form.

Passed by the President and Board of Trustees of the Village of Chapin, Illinois, on the 12 day of June, 2012.

Approved June 12, 2012

  
Bryce McCormick, Village President

AYEES: 4 President McCormick voted  
NAYES: 0  
Absent: 3

Attest:

  
Village Clerk

(SEAL)

STATE OF ILLINOIS )  
COUNTY OF MORGAN )

SS CERTIFICATION

I, Rhea Drake, the Clerk of the Village of Chapin, Morgan County, Illinois, do hereby certify that the attached copy of Ordinance No. 2012-6 is a true and correct copy of an ordinance passed and approved by the President and Board of Trustees of the Village of Chapin, at a regular meeting of said Village Board, held on the 12 day of June, 2012, all as the original of the same remains in the official records of my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Chapin, Illinois, this 12 day of June, 2012.

Rhea Drake  
Rhea Drake, Village Clerk

(SEAL)

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF MORGAN    )

SS

**PUBLICATION CERTIFICATE**

I, Rhea Drake, certify that I am the Clerk of the Village of Chapin, Morgan County, Illinois.

I further certify that on the 12 day of June, 2012, the President and Board of Trustees of the Village of Chapin, Illinois, passed and approved Ordinance No. 2012-6, entitled:

**AN ORDINANCE APPROVING A WATER PURCHASE CONTRACT WITH THE EXETER-MERRITT WATER COOPERATIVE**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2012-6, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the Village Hall, commencing on the 12 day of June, 2012, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of the Village Clerk.

Dated at Chapin, Illinois, this 12 day of June, 2012.

  
\_\_\_\_\_  
Rhea Drake, Village Clerk

(SEAL)

**WATER PURCHASE CONTRACT BETWEEN  
EXETER-MERRITT WATER COOPERATIVE AND  
VILLAGE OF CHAPIN**

This Contract for the sale and purchase of water is entered into as of the 12<sup>th</sup> day of June 2012, by and between the **EXETER-MERRITT WATER COOPERATIVE, SCOTT COUNTY, ILLINOIS**, an Illinois Corporation, whose address is 35 Main Street, Exeter, Illinois, hereinafter referred to as "Exeter-Merritt", and, the **VILLAGE OF CHAPIN**, a Municipal Corporation in the State of Illinois, whose address is 510 Everett Street, Chapin, Illinois 62628, hereinafter referred to as "Chapin"

**RECITALS**

- A. Chapin owns and operates a water supply and distribution system within the municipal Village limits of Chapin.
- B. Exeter-Merritt owns and operates a water supply and distribution system in rural Morgan and Scott Counties.
- C. Chapin currently purchases non-potable water from the City of Jacksonville, Illinois, treats the water, and then sells the potable water to its residents and customers.
- D. Chapin would like to purchase water from Exeter-Merritt for its water requirements in cases where Chapin's supply of water from the City of Jacksonville has been interrupted.
- E. Exeter-Merritt currently purchases its potable water from the Village of South Jacksonville, Illinois and the Village of Bluffs, Illinois.
- F. Exeter-Merritt is willing to sell potable water to Chapin under the terms of this Contract.

G. Exeter-Merritt would like to purchase water from Chapin for its water requirements in cases where Exeter-Merritt's supply of water from the Village of South Jacksonville, Illinois or the Village of Bluffs, Illinois is interrupted.

H. Exeter-Merritt and Chapin each have determined that it would be in their respective best interests to establish a connection between their two systems.

I. By Resolution passed and approved on the 5<sup>th</sup> day of May 2012, the Board of Directors of Exeter-Merritt approved the sale of water to Chapin and the provisions of this Contract. With this same resolution, the Exeter-Merritt Board of Directors authorized the President and Secretary of Exeter-Merritt to execute this Contract.

J. By Ordinance No. 2012-6, passed and approved on the 12 day of June 2012, the President and Board of Trustees of Chapin authorized the purchase of water from Exeter-Merritt, and the provisions of this Contract, and also authorized the execution of this Contract by the President and Clerk of Chapin.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth Exeter-Merritt and Chapin agree, as follows:

1. (Quality and Quantity). Exeter-Merritt will furnish Chapin, when Chapin's regular supply of water from the City of Jacksonville is interrupted, at the point of delivery hereinafter specified, potable, treated water meeting applicable purity standards of the State of Illinois, the United States, and the Illinois Environmental Protection Agencies, their successors, and all other Federal or State Agencies, in such quantity as may be

required by Chapin up to but not to exceed 100,000 gallons per day unless otherwise agreed to by the parties. Chapin will furnish Exeter-Merritt, when Exeter-Merritt's regular supply of water from the Village of South Jacksonville is interrupted, at the point of delivery hereinafter specified, potable, treated water meeting applicable purity standards of the State of Illinois, the United States, and the Illinois Environmental Protection Agencies, their successors, and all other Federal or State Agencies, in such quantity as may be required by Exeter-Merritt up to but not to exceed 100,000 gallons per day unless otherwise agreed to by the parties. However, pursuant to its current water purchase agreement with the City of Jacksonville, Illinois, Chapin, absent written authority from the City of Jacksonville, is only permitted to provide emergency water to Exeter-Merritt for three (3) days. This agreement is subject to any consent required for the purchase of water from Chapin pursuant to Exeter-Merritt's current water purchase agreements with the Village of Bluffs and the Village of South Jacksonville.

Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse either party from the supply requirements under this Contract for such reasonable periods of time as may be necessary to restore service. Chapin acknowledges that Exeter-Merritt's primary responsibility is to protect the supply available to its existing customers. Exeter-Merritt acknowledges that Chapin's primary responsibility is to protect the supply available to its existing customers. Therefore, during any period that Exeter-Merritt is unable for any reason to supply sufficient quantity or pressure to its current customers, then the amount supplied under this contract may be reduced or diminished in the amount necessary to protect the supply to



the customers of Exeter-Merritt. Similarly, during any period that Chapin is unable for any reason to supply sufficient quantity or pressure to its current customers, then the amount supplied under this contract may be reduced or diminished in the amount necessary to protect the supply to the customers of Chapin.

Both parties shall be entitled to purchase water, at the rates set forth herein, from the other on a non-emergency basis for the purpose of cleaning and maintaining their respective systems.

When a party desires to purchase water from the other party pursuant to this Contract, the purchasing party shall contact the other party and request that the supply of water be turned on at the metering point and the supplying party shall immediately turn on the flow of water.

2. (Point of Connection) The point of connection will be at a point approximately 1880 linear feet south of the center of Section 11, Township 15 North, Range 12 West, of the Third Principal Meridian, in Morgan County, Illinois. The connection will be made to an existing 8" diameter PVC water main located on the West side of Bobbitt Lane owned and operated by Exeter-Merritt. Said location will be the location of the metering device and the point of responsibility between the two systems.

3. (Construction). Chapin, its agents and contractors, shall install and construct a meter house or pit, metering equipment and the water mains connecting both Chapin's and Exeter-Merritt's systems to the metering equipment. Chapin shall pay the costs associated with the installation and construction of the water mains connecting Chapin's and Exeter-Merritt's systems to the metering equipment, the costs of the metering equipment and meter house or pit, and the costs of the required devices of standard

type for properly measuring the quantity of water delivered from Exeter-Merritt to Chapin and from Chapin to Exeter-Merritt. The metering equipment shall contain adequate devices to prevent unintentional backflow of water between the Chapin system and the Exeter-Merritt system.

The metering equipment may be installed at the current termination of Exeter-Merritt's existing water transmission main or at any other reasonable location, including, any point within the Village of Chapin that is selected by Chapin and approved by Exeter-Merritt. The design of the metering equipment and the design of the waterline extension that is constructed between the meter and Exeter-Merritt's existing system shall be subject to reasonable approval by Exeter-Merritt.

Chapin and Exeter-Merritt shall calibrate the metering equipment, and share equally the expense, once every twelve (12) months. Either party may calibrate the metering equipment more often than required by this Contract, provided that the cost of this additional calibration shall be borne by the party requesting the calibration. A meter registering not more than two percent (2%) above or below the test result shall be deemed accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the six (6) months previous to such tests in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered during the corresponding period immediately prior to the failure unless Exeter-Merritt and Chapin shall agree upon a different amount. An appropriate official of Chapin and Exeter-Merritt shall at all reasonable times have access to the meter for the purpose of verifying these readings.

Each party shall be responsible for maintaining the water mains on their respective sides of the metering equipment; however, each party shall share equally in the costs of repairing and maintaining the metering equipment, meter house or pit.

4. (Pressure). Water will be furnished at a reasonably constant pressure such that a minimum pressure of 30 psi is sustained within the transmission main at the point of delivery. If either party requires greater pressure than the pressure that is available at the point of delivery by normal operation of the other party's system, then the receiving party shall be responsible for any necessary costs for constructing and operating pumping and/or storage facilities. Said pumping and/or storage facilities shall be constructed and operated in such a way that they do not jeopardize the ability of the other party to serve its existing customers. Any pump or pump station installed by a party shall have adequate suction pressure control for the protection of the other party's system and will automatically prevent the flow of water if the pressure in the supply line decreases below 30 p.s.i. If an in-line pump station is required, either party should have the ability to inspect the piping arrangement prior to operation for protection of their own system.

5. (Billing Procedure). Each month, Exeter-Merritt will furnish an itemized statement of the amount of water supplied during the preceding month and the charges calculated pursuant to this Contract. Payment shall be made by Chapin within thirty (30) days after the date of the statement or Exeter-Merritt shall have the right to impose penalties as established for the late payment of water bills for its other customers. Failure to pay any bill within sixty (60) days after rendering the statement shall be

sufficient cause for the suspension of water service under this Contract until all back bills, including penalties, are paid in full.

Each month, Chapin will furnish an itemized statement of the amount of water supplied during the preceding month and the charges calculated pursuant to this Contract. Payment shall be made by Exeter-Merritt within thirty (30) days after the date of the statement or Chapin shall have the right to impose penalties as established for the late payment of water bills for its other customers. Failure to pay any bill within sixty (60) days after rendering the statement shall be sufficient cause for the suspension of water service under this Contract until all back bills, including penalties, are paid in full.

6. (Price for Water). For any water delivered to Chapin under this Contract, Chapin shall pay Exeter-Merritt's commercial/bulk base rate per 1,000 gallons not to exceed the rates normally charged to its other customers. For any water delivered to Exeter-Merritt under this Contract, Exeter-Merritt shall pay Chapin's commercial/bulk base rate per 1,000 gallons not to exceed the rates normally charged to its customers.

7. (Term of Contract). The initial term of this Contract shall be forty (40) years from the date Chapin receives an operating permit from the Illinois Environmental Protection Agency, and thereafter may be renewed or extended for such term or terms and upon such conditions as may be agreed upon by the parties.

8. (Easements). Chapin and Exeter-Merritt shall cooperate to obtain all easements, permits and rights of way for the construction, installation, replacement, repair and maintenance of the necessary water mains and metering equipment required to carry out this Contract. All easements obtained by Chapin for that portion of the waterline

connecting Exeter-Merritt's system to the metering equipment shall be assignable to Exeter-Merritt.

9. (Regulatory Agencies). This Contract is subject to such rules, regulations and laws as may be applicable to similar contracts in this State, and Exeter-Merritt and Chapin shall collaborate in obtaining such permits, certificates or the like as may be required to comply therewith.

10. (Contingencies). Exeter-Merritt purchases its water from the Village of South Jacksonville, Illinois and the Village of Bluffs, Illinois and Chapin purchases non-potable water from the City of Jacksonville, Illinois. The obligations of each party to this contract are conditioned upon the conditions and requirements of the agreements entered into by each party with their respective water supplier. It is further agreed by the parties that Chapin's obligation to perform under this contract is conditioned and contingent upon it acquiring the necessary easements and financing to complete the interconnection and its construction of the interconnection. If Chapin does not complete the interconnection, for whatever reason, it shall have no contractual obligation to perform any of the covenants and obligations set forth in this contract including, but not limited to, selling potable water to Exeter-Merritt.

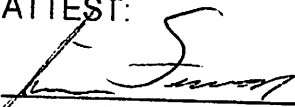
11. (Successors). In the event of any occurrence rendering either party incapable of performing under this Contract, any successor of the parties, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations hereunder.

12. (Indemnity). Each party will indemnify and hold harmless the other party for any claims, suits or demands on account of said sale and delivery or use of treated water by the ultimate customers of the water, except claims based on acts of negligence.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Contract to be executed in counterparts, each of which shall constitute an original.

EXETER-MERRITT WATER COOPERATIVE,  
SCOTT COUNTY, ILLINOIS, an Illinois  
Corporation,


BY:   
President

ATTEST:  
  
Secretary

(SEAL)

VILLAGE OF CHAPIN, ILLINOIS

BY:   
Village President

ATTEST:  
  
Village Clerk

(SEAL)