

VILLAGE OF CHAPIN
ORDINANCE NO. 2010-8

**AN ORDINANCE APPROVING NEW WATER SERVICE AGREEMENT WITH THE
CITY OF JACKSONVILLE, ILLINOIS**

FOR THE
VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS

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

THIS 8 DAY OF September, 2010

**Published in pamphlet form by authority of the President and Board of Trustees
of the Village of Chapin, Morgan County, Illinois, this 9 day of
September, 2010.**

ORDINANCE NO. 2010-8

ORDINANCE APPROVING NEW WATER SERVICE AGREEMENT WITH THE CITY
OF JACKSONVILLE, ILLINOIS

WHEREAS, the Village of Chapin, Illinois, and the City of Jacksonville, Illinois, entered into a *Water Service Agreement* dated October 10, 2007, whereby the City of Jacksonville agreed to sell and furnish raw water to the Village of Chapin subject to the conditions, covenants and agreements contained in said *Agreement*;

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 new *Water Service Agreement* with the City of Jacksonville, Illinois, which would supersede the *Water Service Agreement* dated October 10, 2007; and

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 new *Water Service Agreement* with the City of Jacksonville, 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:

1. The *Water Service Agreement*, attached hereto as Appendix A, is approved and the Village President is authorized and directed to execute the same on behalf of the Village of Chapin.

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

3. 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 8 day of September, 2010.

Approved September 8, 2010


Bryce McCormick, Village President

AYEES: 4
NAYES: 0
Absent: 2

Attest:


Village Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MORGAN)

SS CERTIFICATION

I, Marsha Homer, the Clerk of the Village of Chapin, Morgan County, Illinois, do hereby certify that the attached copy of Ordinance No. 2010-8 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 8 day of September, 2010, 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 8 day of September, 2010.

Marsha Homer
Village Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MORGAN)

SS

PUBLICATION CERTIFICATE

I, Marsha Homer, certify that I am the Clerk of the Village of Chapin, Morgan County, Illinois.

I further certify that on the 8 day of September, 2010, the President and Board of Trustees of the Village of Chapin, Illinois, passed and approved Ordinance No. 2010-8, entitled:

AN ORDINANCE APPROVING A NEW WATER SERVICE AGREEMENT WITH THE CITY OF JACKSONVILLE, ILLINOIS FOR THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS

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

The pamphlet form of Ordinance No. 2010-8, 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 9 day of September, 2010, 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 20 day of September, 2010.

Marsha Homer
Marsha Homer, Village Clerk

(SEAL)

WATER SERVICE AGREEMENT

THIS AGREEMENT is made 24 day of August, 2010, between the **CITY OF JACKSONVILLE, ILLINOIS**, a Municipal Corporation, herein referred to as the "City," and the **VILLAGE OF CHAPIN, ILLINOIS**, a Municipal Corporation, herein referred to as the "Village," **WITNESSETH:**

WHEREAS, the City is now furnishing to the Village non-potable water from the raw water transmission line of the City which passes through the corporate territory of the Village, pursuant to the terms of an Agreement made between the same parties on the 10th day of October, 2007; and

WHEREAS, the Village is in the process of modifying and approving its water treatment plant and water system. It is, therefore, in the best interests of the Village and City to enter into a new Water Service Agreement which supercedes the October 10, 2007 agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

- (1) The City agrees to sell to the Village, and the Village agrees to buy from the City, non-potable water from the raw water transmission line of the City, delivered at the point within the corporate boundary of the Village where it is now being delivered, subject to the following terms and conditions:

- A. The water to be furnished in such quantity as may be required by the proposed public water supply of the Village for the entire requirements of such public water supply, and also of the

Village of Concord, of Community Unit School District No. 27, and of the property owners abutting said proposed transmission line from Chapin through Concord to the physical properties of Community Unit School District No. 27 to be constructed north of Concord, up to and not exceeding 4,500,000 gallons per month. In the event that the quantity as required should hereafter exceed 4,500,000 gallons per month, the City shall be under no obligation to furnish any excess beyond said 4,500,000 gallons per month.

- B. The Village may in the future develop and construct a connection with a third party water supplier, such as a water cooperative. Whenever the normal source of potable water for the third party water supplier is disrupted by an unexpected failure of quantity or quality of potable water from its usual source, the Village may sell potable water to the third party supplier for a period of three (3) days; however, the Village and City may agree in writing to permit the Village to sell potable water to the third party supplier for an extended period of time. In no event shall the City be obligated to furnish any excess beyond the said 4,500,000 gallons per month.
- C. Water shall be delivered to the Village on the consumer's side of the meter at its present location, at the minimum pressure which obtains at such point from the operation of the pressurizing

pump installed and maintained by the City at its pump house, and the City shall not be required to furnish water at any higher pressure, except as from time to time such higher pressure may be developed by the City.

D. The meter through which the Village is presently being served is owned and maintained by the Village and the Village will continue to own said meter but the City agrees to share in the maintenance or replacement of said meter on a 50-50 basis with the Village. Provided, however, it is understood by and between the parties that there is an existing meter pit belonging to the City which is on the City side of the Village meter, said City meter pit not presently being utilized by the City for metering purposes, and, if in the event at any time in the future the City does, for any reason, install its own meter in the City meter pit, the City's obligations under this Paragraph for shared maintenance or replacement of the Village meter shall terminate automatically.

E. The Village agrees to calibrate its metering equipment whenever required by the City, but not more frequently than once every twelve (12) months, the cost thereof to be shared by Village and City on a 50-50 basis. A meter registering not more than Two Percent (2%) above or below the test results shall be deemed accurate. The previous reading of any meter disclosed

by a test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such period shall be determined to be the amount of water delivered during the corresponding period immediately prior to the failure unless City and Village shall agree upon a different amount.

The metering equipment herein required shall be the property of the Village; however, the City through its employees, officials and agents, shall have full and complete access to said metering equipment on a 24-hour per day basis for the purpose of monitoring the operation and accuracy thereof. If at any time the City, through its employees, officials and agents, detects any problem with the operation and accuracy of said metering equipment, the City shall immediately notify the Village, and the Village shall timely utilize its best efforts to correct or cause the correction of the problem or problems so detected. The Village will obtain the necessary easements and permits for installation of the metering equipment and service lines.

- F. The Village agrees to maintain appropriate facilities for treating the water required to render it thoroughly potable and in all respects acceptable to the requirements of the Illinois Environmental Protection Agency.

- G. The Village agrees that it will not sell water to any person, firm or corporation other than those mentioned in Paragraph A above.
- H. The Village will purchase from the City all water metered to it and pay therefor on or before the 20th day of each calendar month, for all water received during the preceding month at the rate of \$0.539 per one thousand (1,000) gallons; said water rate shall be reviewed at the end of each fiscal year of the City, and shall be adjusted up or down to the nearest one-tenth cent (1/10th) per one thousand (1,000) gallons by computing the City's budgeted amounts under the headings "Illinois River Pump Station" and "Raw Water Transmission Line" plus any budgeted amount for capital improvements, including any bond and interest costs, made with respect to either heading and determining the budgeted cost of producing each one thousand (1,000) gallons, said amount to be multiplied by One Hundred Thirty-Three Percent (133%). The adjustments as herein provided shall be retroactive to the beginning of each fiscal year of the City.

- (2) It is expressly understood and agreed by the parties that the City shall not be required to sell any water to the Village, except so long as there is available through said raw water transmission line a surplus of water not required by the City for the use of itself or its inhabitants, provided,

however, that the Village shall have prior claim to purchase such surplus water from said transmission line to the extent of the maximum provided for in Sub-Paragraph (1)A, above other persons or corporations to whom the City has previously agreed to sell and supply surplus water from the transmission line or may hereafter agree to sell and supply surplus water from the transmission line.

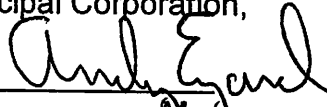
(3) It is further understood and agreed that the City in no event shall be liable for any damages to the Village or to any consumer purchasing water from the Village or using water from its water treatment facilities, due to any interruption in service or inability of the City to furnish the water contracted for herein, and the Village agrees to maintain and save the City harmless from any and all liability on account of either interruption in service or inability to furnish water contracted for as against the Village or any of the consumers of its proposed public water supply.

(4) This Agreement shall be in force for the term of thirty (30) years from the date hereof.

IN WITNESS WHEREOF, the CITY OF JACKSONVILLE, ILLINOIS, has caused this instrument to be executed in its corporate name by its Mayor and attested by its City Clerk, and its corporate seal to be hereunto affixed, pursuant to authority of a Resolution of the City Council of the City of Jacksonville, duly passed and adopted on the 24 day of August, 2010; the VILLAGE OF CHAPIN, ILLINOIS, has caused this instrument to be executed in its corporate

name by its Village President, attested by its Village Clerk, and its corporate seal to be hereunto affixed, by virtue of a Resolution of its President and Board of Trustees, duly passed and adopted on the 8 day of ~~September~~ ^{August}, 2010, all as of the day and year first above written.

CITY OF JACKSONVILLE, ILLINOIS, a
Municipal Corporation,

By 
Mayor

ATTEST:


City Clerk

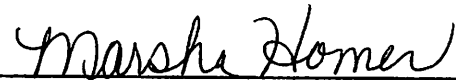
(SEAL)

"City"

VILLAGE OF CHAPIN, ILLINOIS, a
Municipal Corporation

By 
Village President

ATTEST:


Village Clerk

(SEAL)

"Village"