

69-7

AMENDMENT TO CONTRACT OF JANUARY 19, 1967,  
BETWEEN VILLAGE OF CHATHAM, ILLINOIS, AND  
CITY OF SPRINGFIELD, ILLINOIS

This Amendment made and entered into as of  
by and between the Village of Chatham, Illinois, hereinafter  
for brevity called "Chatham", and City of Springfield, Illinois,  
hereinafter for brevity called "Springfield",

WITNESSETH THAT:

WHEREAS, the contract heretofore entered by and between  
Chatham and Springfield as of January 19, 1967, provided for  
a supply of water from Springfield to Chatham which would  
provide for the projected needs of Chatham until approximately  
the year 1990, but would not provide a sufficient supply beyond  
said period, and

WHEREAS, engineering studies have indicated that by 1997  
the average day for Chatham would equal 697,000 gallons, and  
a maximum could reach 1,220,000 gallons, and

WHEREAS, Chatham desires to expend \$495,000.00 to purchase  
and improve the water distribution system of Chatham in connec-  
tion with the source of supply from Springfield, and

WHEREAS, the contract with Springfield remains in force  
until 1998, and

WHEREAS, Chatham may require a thirty year or forty year  
bond issue, and

WHEREAS, Springfield has no objection to Chatham receiving  
additional supply of water from the Auburn, Divernon, Girard,  
Pawnee, Thayer and Virden Water Commission,

NOW THEREFORE, in consideration of the premises and a mutual  
undertaking of the parties, IT IS COVENANTED AND AGREED between  
the parties as follows:

A. Section 1 of the Contract of January 19, 1967, shall  
be amended to read as follows:

"1. Until the Auburn, Divernon, Girard, Pawnee, Thayer and Virden Water Commission shall establish its new source of supply ready for use, or until September 1, 1970, whichever occurs first, Chatham shall receive from aforesaid Water Commission. As soon as said Water Commission does establish its new source of supply ready for use or on September 1, 1970, whichever occurs first, Chatham shall begin to receive water directly from Springfield in accordance with terms of this supply contract which shall remain in force until April 1, 2010, unless terminated by either party after April 1, 1991, as provided herein."

B. Section 4 of the contract of January 19, 1967, shall be amended to read as follows:

"4. After the system referred to in paragraph 3 hereof has been acquired by Chatham, subject to the provisions of paragraph 6 hereof, Springfield agrees to provide distribution capacity adequate to supply water to Chatham at the rate of 800,000 gallons per day, at a pressure of not less than twenty pounds (20 lbs.) per square inch measured at ground level at the meter; provided that so long as the Auburn, Divernon, Girard, Pawnee, Thayer and Virden Water Commission is receiving water through the same system which supplies Chatham, Springfield's obligation for the total supply to Chatham and the cities and villages of the Water Commission is limited to five sevenths (5/7ths) of the capacity of the main from Lindsay Bridge to what is now known as the Auburn Pump House; and the allocation of water between the cities and villages of aforesaid Water Commission and Chatham shall be a matter between said parties for which Springfield has no responsibility.

"Springfield agrees that if the water requirements of Chatham shall exceed 800,000 gallons per day Chatham shall have the option of two courses in which to receive the additional required supply as follows:

- a) If the supply of water in excess of 800,000 gallons of water per day from Springfield to Chatham shall require additional facilities to be provided by Springfield, Springfield will compute the share of the cost of said additional facilities, which is to be borne by Chatham, and if Chatham shall agree to pay, and pays said share of said cost of said additional facilities, Springfield will guarantee to supply at the pressure and at the place aforesaid, such water as is required by Chatham under the rate formula as determined under this contract.
- b) Springfield agrees that Chatham may, at its option, receive such water as it requires in excess of 800,000 gallons per day from the Auburn, Divernon, Girard, Pawnee, Thayer and Virden Water Commission in lieu of paying its share of the costs of any facilities required to supply water in excess of 800,000 gallons per day."

C. Section 5 of the contract of January 19, 1967, shall be amended to read as follows:

"5. As a consideration for the 800,000 gallons of water per day rate of supply provided by Springfield, Chatham agrees to obtain for Springfield full title to the main between the north end of the Auburn Pumping Station and Lindsay Bridge together with the necessary easements and permits to operate and maintain the same, and the parties agree that Chatham will not have any

title in or any responsibility for maintenance of the above described main.

'Springfield agrees that in the event this contract shall be extended beyond 2010, or a new water supply contract entered into at that time, that Springfield shall not again charge Chatham the investment cost of providing a transmission capacity of 800,000 gallons per day."

D. Section 9 of the contract of January 19, 1967, shall be amended to read as follows:

"9. Chatham agrees that except where specific and express written consent is granted by Springfield in each instance, no water will be supplied to customers not served by the Chatham system on March 1, 1964, where such customers are located north of a line described as follows:

Beginning at the Northwest corner of Section 2, Township 14 North, Range 6 West of the Third Principal Meridian; thence east along the north line of Sections 2 and 1, Township 14 North, Range 6 West, and the north line of Section 6, Township 14 North, Range 5 West to the northeast corner of the Northwest Quarter of said Section 6, thence South along the east line of the Northwest Quarter of said Section 6 to the center line of Section 6; thence east along the east-west centerline of Sections 6 and 5 to the northeast corner of the West Half of the Southwest Quarter of Section 5, Township 14 North, Range 5 West; thence south along the east line of the West Half of the Southwest Quarter of Section 5 to the Southeast corner of the West Half of the Southwest Quarter of Section 5; thence East along the south line of Sections 5 and 4 to the Southeast corner of Section 4, Township 14 North, Range 5 West; thence South along the east line of Section 9, Township 14 North, Range 5 West, to the Southeast corner of Section 9; thence east along the South line of Sections 10, 11 and 12 to the Southeast corner of Section 12, Township 14 North, Range 5 West shown on Exhibit 1, attached hereto.

Chatham further agrees and will require all its customers to agree that no lands owned by Springfield will be served water by or annexed to Chatham or any of its customers without the consent of Springfield. Chatham

agrees that in the event the City of Springfield annexes any territory south of the line described in this section, the City of Springfield may serve such territory with water service and Chatham will not institute any new service in said annexed territory. Springfield agrees that in the event that Chatham annexes any territory north of the line described in this section, Chatham may serve such territory with water service and Springfield will not institute any new service in said annexed territory."

IN WITNESS WHEREOF each of the parties hereto has caused this instrument to be executed in its behalf by its proper officers and its seal to be affixed, pursuant to ordinance duly passed, adopted and recorded.

VILLAGE OF CHATHAM, ILLINOIS

BY: Robert D. Foster  
Its President

ATTEST:

Geraldine Branham  
Village Clerk

CITY OF SPRINGFIELD, ILLINOIS

BY: \_\_\_\_\_  
Its Mayor

ATTEST:

Geraldine Branham  
City Clerk

12-18-67