

93-11

AGREEMENT RELATING TO THE INSTALLATION, OPERATION,
MAINTENANCE AND OWNERSHIP OF VILLAGE OF CHATHAM
TO VILLAGE OF LOAMI WATER MAIN

This Agreement is made and entered into as of the 22nd day of April, 1993, by and between the Village of Loami, a municipal corporation of the State of Illinois, hereinafter referred to as "Loami" and the Village of Chatham, a municipal corporation of the State of Illinois, hereinafter referred to as "Chatham".

WHEREAS, the Village of Loami is proposing the construction of a water main from a point on the eastern boundary of Loami to a point on the western boundary of Chatham where it will interconnect with a main water line which serves Chatham; and

WHEREAS, Loami has entered into a contract with the City of Springfield for the direct purchase of water supply which will be transported through the Chatham water system; and

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

WHEREAS, Chatham has by Resolution No. 08-92 adopted by its President and Board of Trustees expressed a commitment to allow service of water to Loami through a connection with a Chatham Water Main; and

WHEREAS, by City Ordinance No. 165393 the City of Springfield has indicated its willingness to provide water service to Loami through the Chatham distribution system and has approved the execution of a contract in relation thereto; and

WHEREAS, Loami and Chatham desire to enter into this Agreement describing the terms and conditions relating to the

installation, operation, maintenance and ownership of the Loami to Chatham Water Main (the "Water Main").

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein contained the parties hereto agree to the following:

Section 1. The Village of Loami and the Village of Chatham are authorized pursuant to the provisions of 65 ILCS 5/11-129-1 (1992 State Bar Edition) ". . . to operate a waterworks system or water supply system either within or without the corporate limits [of each Village], and also to improve or extend that system."

Section 2. That Loami and Chatham are authorized pursuant to the provisions of Article VII, Section 10(a) of the Illinois Constitution of 1970 to contract among themselves in any manner not prohibited by law or by ordinance for the purpose of achieving intergovernmental cooperation between participating municipalities.

Section 3. That the installation of the Water Main from Loami to Chatham and the distribution of water from the City of Springfield through the Chatham system provides a public benefit in that it enables the City of Springfield to extend its water service system, it enables the Village of Chatham to extend water service from its western boundary and it provides primary water service to the Village of Loami and to areas east of Loami which may be served by the Water Main.

Section 4. The Water Main will be constructed in accordance with the specifications therefor prepared by Greene & Bradford, engineers, as described in Exhibit A hereto.

Section 5. That it is agreed that the Loami Water Main will be connected to a 10" water main in the Chatham distribution system at a point 340 feet west of the intersection of Illinois Route 4 and County Road 9 South within the corporate limits of the Village of Chatham (the "Chatham Connection"). Furthermore, it is agreed that the water will be metered at a location on County Road 9S at a point located not less than 1.5 miles west of the foregoing connection point.

It is agreed that should the Villages at sometime in the future following the execution of this Agreement decide that the water meter on the Loami water line should be moved to a point further west from its original location, the Villages may by written agreement or amendment hereto permit the relocation of the meter further west under terms and conditions to be negotiated by and agreed upon at such time by the Villages.

The quantity of water metered at the above location, referred to as the Loami Meter, will be deducted from the reading of the Chatham Meter to obtain an amount billable to Chatham for water served to Chatham. The City of Springfield will invoice Loami directly based on the value of the reading at the Loami Meter. The maximum amount of water Chatham is obligated to allow to be delivered through the Loami Meter is 97 gallons per minute

(140,000 gallons per day), the same amount which the City of Springfield has agreed to provide for Loami use.

Section 6. That upon completion of the construction and installation of the Water Main and when it is flushed and disinfected for use, Loami will convey ownership and title of that portion of the Water Main extending from the Loami Meter to the Chatham Connection to the Village of Chatham (the "Chatham Portion"). Thereafter Chatham will own, operate and maintain the Chatham Portion of the Loami Water Main. Loami will own, operate and maintain the portion of the Water Main from the Loami Meter west to the Loami village boundary.

Section 7. This Agreement shall be in force and in effect until the last day of December, 2013. If Loami does not secure the completion of the proposed water supply connection by March 1, 1994, this contract shall become null and void. Furthermore, this Agreement is contingent upon the execution of an Agreement between Springfield and Chatham to address appropriate amendments to the contract between Springfield and Chatham dated January 19, 1967.

Section 8. It is expressly agreed that Chatham is responsible only for the quality of water as supplied at the Loami Meter. The quality of water delivered to the Loami Meter will be the same as that furnished to Chatham's direct retail customers. Responsibility for water quality beyond the Loami Meter lies solely with Loami. It is expressly agreed and understood by Loami that any need for additional pumping

occasioned by Loami's water demands will be the sole fiscal responsibility of Loami.

IN WITNESS WHEREOF, Loami and Chatham have caused this instrument to be executed on their respective behalf by their duly authorized officers with their corporate seals to be affixed, pursuant to ordinances duly passed, approved and published in accordance with law.

VILLAGE OF LOAMI, ILLINOIS

(SEAL)

BY:

Richard L. D'Amico
Its President

ATTEST:

Debra S. Williams
Village Clerk

Approved by Ordinance No. 93-7.

VILLAGE OF CHATHAM, ILLINOIS

(SEAL)

BY:

Carl D. Oberger
Its President

ATTEST:

[Signature]
Village Clerk

Approved by Ordinance No. 93-11.

LONG, MORRIS, MYERS & RABIN p.c.

ATTORNEYS AT LAW

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March 25, 1993

JOSEPH E. McMENAMIN
OF COUNSEL
* ALSO LICENSED IN MISSOURI

Thomas W. Kelty
301 North Sixth Street
P.O. Box 760
Springfield, IL 62705

COPY

Re: Chatham/Loami Water Contract

Dear Tom:

Enclosed is a copy of an ordinance which was passed by Chatham approving the Loami water contract with substitution of the language contained in my letter to you of Tuesday for language which you provided relating to quality of water and pressure. The Chatham Board feels that you probably misunderstood their position the other night, and they do want the language which I suggested.

Please make the necessary change in the contract and mail me two clean originals. I will have them signed by Carl Oblinger and returned to you for Mayor Mowery's signature.

Thank you for your cooperation in this matter.

Sincerely yours,

LONG, MORRIS, MYERS & RABIN, P.C.

By: 
John M. Myers

JMM:klg
Enclosure

xc: Carl Oblinger
Mike Williamsen
Rick Mowery