

Ordinance No. 12-02

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT

BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

SECTION 1: That Intergovernmental Agreement between the South Sangamon Water Commission and the Village of Chatham, a copy of which is attached hereto, is hereby approved.

SECTION 2: The Chairman of the Commission is authorized and directed to approve said agreement on behalf of the Commission, and the proper officers of the Commission are authorized and directed to carry out the agreement by its terms.

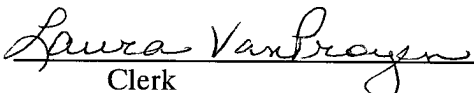
SECTION 3: This Ordinance is effective immediately.

PASSED this 21st day of February, 2012.



CHAIRMAN

ATTEST:


Clerk

AYES: McCord, Puffer, Hall

NAYS: none

PASSED: 2/21/2012

APPROVED: 2/21/2012

ABSENT: none

INTERGOVERNMENTAL AGREEMENT

This agreement is between the South Sangamon Water Commission, an Illinois public and municipal corporation (“Commission”) and the Village of Chatham, an Illinois municipal corporation (“Chatham”) and is dated this 21st day of February, 2012.

WHEREAS, Commission was formed by Chatham and New Berlin (together, the “Chatham”) to provide a wholesale source of water for Chatham and New Berlin;

WHEREAS, Commission has engaged the Curran-Gardner Water District to operate the Commission’s water plant, but the District’s obligations in that regard are limited to activities within the plant itself and in the well fields;

WHEREAS, Commission lacks personnel and equipment to maintain its potable water transmission mains and works, to read the wholesale meters serving Chatham and New Berlin or other future wholesale customers, to read meters serving the Otter Lake Water Commission or other future interconnects, or to read meters of Commission retail customers and to bill those customers for water;

WHEREAS, Chatham has the necessary personnel and equipment, and is prepared to perform such functions for the Commission;

NOW, THEREFORE, the parties agree as follows:

1. During the term of this agreement, Chatham shall:
 - a. have maintenance responsibility for all transmission lines and works belonging to the Commission;
 - b. read Commission retail water meters;
 - c. read Commission’s wholesale and interconnect meters, except for the wholesale meter serving New Berlin; and

d. provide the certified operator for the Commission's transmission lines and works.

e. perform the billing on behalf of the Commission for the Commission's retail customers.

2. Chatham shall charge the Commission, and the Commission shall pay Chatham, the actual costs incurred by Chatham in performing maintenance activities on the Commission's transmission lines and work, including but not limited to the cost of materials, the cost of labor including overtime and burden, and the cost of equipment rentals. If a maintenance activity requested by the Commission is not within the capability of the Chatham's forces, then the maintenance activity shall be contracted out by the Commission. Routine maintenance activities shall be carried out, to the extent possible, during regular business hours so as to avoid overtime, but the Chatham shall provide emergency break services as soon as possible, and shall call out its forces outside of normal business hours if necessary.

3. For reading meters and providing the billing function for Commission's retail customers, Chatham shall charge, and shall be paid, the sum of \$75.00 per month, or \$1.00 per meter per month, whichever is greater, for retail meters and \$50.00 per month for each wholesale meter or meter serving an interconnect with another water system. Meters will be read according to schedules established from time to time by the Commission. The Commission intends to specify the installation of retail meters that may be read remotely by equipment currently belonging to Chatham. Wholesale meter reads shall be transmitted to the Commission either electronically or in some other way as may be determined by the parties from time to time.

4. In addition to the foregoing, the Commission may request the services of Chatham for other Commission activities, including but not limited to mowing of Commission


facilities, assistance with activities to comply with the Conservation Reserve Program; inspection of main extensions by customers and groups of customers, construction projects at Commission facilities, and the like. Chatham shall not be obligated to perform such functions and activities, but if it chooses to do so, shall be compensated for its actual expenses, calculated as set forth in paragraph 3 above.

5. The initial term of this Agreement shall be through and including December 31, 2017, after which this Agreement shall be automatically renewed in successive terms of one year each unless at least 180 days prior to the expiration of any term, either party gives notice to the other of intention not to renew.

6. This is the entire Agreement between the parties with respect to its subject matter. All oral representations regarding this Agreement prior to the date hereof are expressly disclaimed. This Agreement is effective upon approval by ordinance of each party and signed by the Chatham Village President and by the Chairman of Commission. All modifications to this Agreement shall be in writing and shall be effective only when approved by ordinance and signed by the Chatham Village President and the Chairman of Commission. This Agreement shall be governed in accordance with Illinois law. In the event any portion of this Agreement is unenforceable, such shall not affect the enforceability of the remainder of the Agreement.

AGREED this 21st day of February, 2012.

SOUTH SANGAMON WATER COMMISSION

By: 
Its Chairman

VILLAGE OF CHATHAM, ILLINOIS,

By: _____
Its President

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 12-02 adopted by the Commission on the 21st day of February, 2012, said Ordinance being entitled:

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I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 21st day of February, 2012.


Clerk