



COMMITTEE OF THE WHOLE MEETING
MONDAY, JULY 2, 2018
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. Mooseheart Emergency Water Interconnection Agreement

EXECUTIVE SESSION

1. Land Acquisition

ADJOURN

Initials SB



Memorandum

To: Dale Berman, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: June 28, 2018
Re: Mooseheart Emergency Water Interconnect Agreement

Mooseheart Child City and School supplies water to their facilities from their on-site private wells and treatment plants. From time to time this system needs to undergo maintenance operations that require taking a well off line. During this time their system is vulnerable and increases the risk of a water supply shortage. Mooseheart is seeking to mitigate this risk by constructing a water main that will allow them to connect to the Village of North Aurora water supply.

The attached agreement specifies that the interconnect is only going to be used in times of emergency and will not be used as a permanent supply. The design and construction of the main would be the responsibility of Mooseheart under the review and supervision of the Village of North Aurora. The water will be paid for at the current Village water rate by Mooseheart. The Village will be notified when the interconnect is in use, and that the water quality will be the responsibility of Mooseheart.

AGREEMENT BETWEEN THE VILLAGE OF NORTH AURORA MOOSEHEART
CHILD CITY AND SCHOOL, INC. RELATING TO EMERGENCY WATER
INTERCONNECTION

THIS AGREEMENT is made this ___ day of May, 2018, by and between the VILLAGE OF NORTH AURORA, an Illinois Municipal Corporation (hereinafter "North Aurora"), and MOOSEHEART CHILD CITY AND SCHOOL, INC., an Illinois Not For Profit Corporation (hereinafter "Mooseheart"), both of said entities being located within the County of Kane and State of Illinois.

WHEREAS, the Constitution of the State of Illinois provides authority for Units of Local Government to enter into Agreements; and

WHEREAS, North Aurora and Mooseheart share a common boundary with each - at the Northern boundary of North Aurora and the Southern boundary of Mooseheart; and

WHEREAS, North Aurora has a water main extension to its public water system line directly on the property of Mooseheart, along Mooseheart Road; and

WHEREAS, the parties hereto agree that it is in their best interests if the aforesaid water mains are interconnected for the purpose of provision of emergency water service if Mooseheart would suffer a sudden, catastrophic loss of their regular water service for any reason; and

WHEREAS, the North Aurora water main is a 12-inch main, and the Mooseheart water main is an 8-inch main; and

WHEREAS, it will be necessary, in order to accomplish the interconnection between the two water mains, to install approximately 1200 feet of water main pipe, along with the installation of appropriate valves and necessary fittings (hereinafter "interconnecting link"); and

WHEREAS, it is necessary and appropriate that North Aurora and Mooseheart enter into this Agreement in order to define the agreements, rights and obligations of each of them in connection with the construction of, and utilization of, such interconnecting link;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The recitals hereinabove set forth are incorporated into this Agreement, as though the same were fully set forth herein verbatim.
2. Mooseheart agrees to construct the aforesaid interconnecting link between the two water distribution systems, and to be responsible for all acts necessary for the completion of said construction. The exact location of the interconnecting link shall be mutually agreed upon by the parties hereto.

3. North Aurora hereby grants permission to Mooseheart to connect said interconnecting link to North Aurora's water main, and said construction of the interconnecting link shall be performed under the supervision, and with the approval, of representatives of North Aurora's Public Works Department.

4. Mooseheart agrees that the construction and connection of the interconnecting link shall be performed by it at its sole expense, and North Aurora shall bear no cost with respect thereto.

5. Mooseheart shall be solely responsible for all maintenance and for the future cost of operating, maintaining, repairing or relocating said interconnecting link, including all pipes, valves and other fittings installed by Mooseheart on account of this Agreement. North Aurora hereby authorizes Mooseheart to operate, maintain, repair or relocate the interconnecting link, including all pipes, valves and other fittings on the same terms provided above for the initial construction and connection.

6. Under the conditions set forth below, the parties to this Agreement agree that Mooseheart will have the right and privilege, upon a determination of an emergency loss or shortage of water on their part, to open the closed interconnection valve between the two water distribution systems, in order to cause water to flow into the water main of Mooseheart, which has suffered the loss or shortage of water.

7. In the event that Mooseheart makes a determination that an emergency exists because of a temporary water loss or shortage that jeopardizes the health, safety and welfare of its residents, then Mooseheart shall contact the North Aurora Village Administrator, or his or her designee (i.e., the Public Works Director or Superintendent of the Water Department) to request opening of the valve. The decision as to whether the valve shall be opened shall be reserved exclusively to North Aurora; however, permission to open the valve shall be granted unless North Aurora in its sole discretion determines that supplying such water to Mooseheart may jeopardize its ability to adequately supply water to its own residents. In any event, the valve shall not be opened without prior notice to and consent from North Aurora.

8. In the event the interconnection valve is opened, it shall remain open as long as necessary, or until a determination is made by North Aurora that it is necessary to close the valve in order to avoid jeopardizing its provision of water service to its own residents. If North Aurora determines that the valve must be closed to avoid jeopardizing the provision of water service to its own residents, North Aurora shall give notice of its intent to shut the valve before doing so.

9. Water Quality. The construction of the interconnect results in an empty pipe between two valves. In order to maintain water quality, a calculated flushing time based dimensions of the pipe and flow rate shall be established prior to the water entering the Mooseheart distribution system. Once the water passes through the empty pipe,

Mooseheart is responsible for quality. In the sole determination of the North Aurora Public Works Department, Mooseheart shall disinfect the interconnect link and any other items (including but not limited to, surfaces, valves, pipes, connections, etc.) after the interconnect link is used.

10. Compensation by Mooseheart (receiving water pursuant to this Agreement) shall be paid to North Aurora (providing the water) and shall be determined by mutual agreement of the parties after the conclusion of any emergency event. Such compensation shall be based on actual water rates then in effect in North Aurora and calculated by reference to such factors as the length of time the valve is open, time of day (demand), water pressures at the point of connection and other appropriate hydraulic calculations. Payment is to be made within thirty (30) days after the determination of the amount of compensation to be paid absent mutual agreement of Mooseheart and North Aurora.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed on the day and date first above written.

VILLAGE OF NORTH AURORA,
an Illinois Municipal Corporation,

MOOSEHEART CHILD CITY AND
SCHOOL, INC.,
an Illinois Not For Profit Corporation

By: _____
Its President

By: _____
Its Executive Director

Attest: _____
Its City Clerk

Attest: _____
its Chief Financial Officer