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Resolution No. 2018-03
A RESOLUTION OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE CITY TO ENTER INTO A SUPPLEMENTAL AGREEMENT TO THE
EMERGENCY WATER SUPPLY AGREEMENT BETWEEN THE VILLAGE OF
MARYVILLE AND THE CITY OF TROY

Adopted by the City Council
of the City of Troy, Illinois
This 19TH Day of MARCH, 2018.

RESOLUTION NO. 2018 - 03

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE CITY TO ENTER INTO A SUPPLEMENTAL
AGREEMENT TO THE EMERGENCY WATER SUPPLY AGREEMENT
BETWEEN THE VILLAGE OF MARYVILLE AND THE CITY OF TROY**

WHEREAS, the City of Troy, Illinois, is currently expanding/constructing a new water supply facility and during this expansion/construction has expressed the possibility of needing a supplemental water supply from the Village of Maryville; and

WHEREAS, the Village of Maryville desires to maintain a spirit of cooperation with the City of Troy, Illinois, as a neighboring community; and

WHEREAS, accordingly, the City of Troy, Illinois, and the Village of Maryville desire to enter into a Supplemental Agreement (Memorandum of Understanding) to the existing Emergency Water Supply Agreement dated March 3, 2003; and

WHEREAS, a copy of said Supplemental Agreement (Memorandum of Understanding) is attached hereto, marked "Exhibit A," and made a part hereof; and

WHEREAS, the City of Troy, Illinois, believes that same is in the best interest of the City and its residents, and will further improve the health, safety and welfare of the residents of the City of Troy, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to enter into the attached Supplemental Agreement (Memorandum of Understanding) with the Village of Maryville, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.
4. Any and all Resolutions, sections or subsections of Resolutions in conflict herewith are hereby repealed.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 19th day of March, 2018.

Those voting aye: Henderson, Italiano, Jackson, Levo,
Partney, Thompson, Turner and Zartek.

Those voting nay: _____

Those absent: _____

APPROVED:

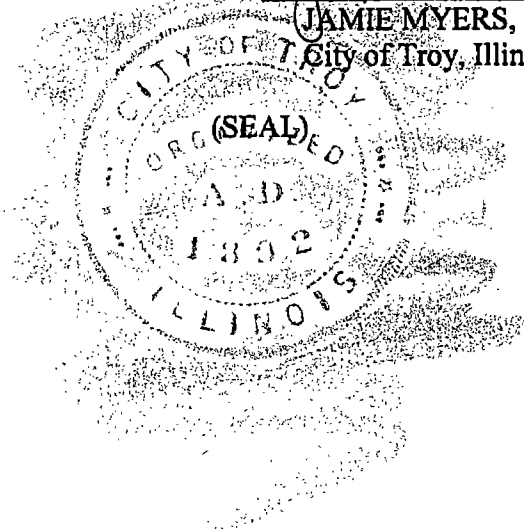
By: 

ALLEN P. ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: 

JAMIE MYERS, Clerk
City of Troy, Illinois



MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF MARYVILLE, ILLINOIS AND THE CITY OF TROY, ILLINOIS REGARDING WATER SUPPLIES IN NON-EMERGENCY SITUATIONS

This Memorandum of Understanding, entered into between the Village of Maryville, Illinois and the City of Troy, Illinois, this 19 day of MARCH, 2018.

WITNESSETH:

WHEREAS, the Village of Maryville and the City of Troy have maintained a spirit of cooperation for shared community services when needed; and

WHEREAS, the Village of Maryville has sufficient supplies and sources of water for its residents and for neighboring communities when needed; and

WHEREAS, the Village of Maryville and the City of Troy currently are parties to an Emergency Water Supply Agreement, dated March 3, 2003 (Maryville Ordinance #2003-07, Troy Ordinance #03-06), for emergency water supply situations; and

WHEREAS, the City of Troy is currently expanding/constructing a new water supply facility for its residents, and during expansion/construction of said facility, the City may need supplemental water supplies for its residents even though an emergency situation may not be present; and

WHEREAS, the Village of Maryville, by this supplement to the existing Emergency Water Supply Agreement, agrees to sell and supply water to the City of Troy when requested, upon mutually agreeable terms, even though an emergency situation is not present during the time of expanding/constructing the new water supply facility; and

WHEREAS, it is anticipated that this Memorandum of Understanding for supplying supplemental water to the City of Troy during the expansion/construction of the City of Troy water supply facility shall cover the period of time from approximately March 15, 2018 to approximately May 31, 2018.

NOW THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the Village of Maryville and the City of Troy agree as follows:

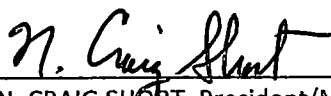
1. GENERAL PROVISIONS:

- A. If a request from the City of Troy is made to the Village of Maryville for supplemental water, the Village of Maryville shall have the unilateral right to refuse the sale of water to the City of Troy if the supply to the City of Troy would place the Village of Maryville and its residents in an emergency or precarious situation.
- B. If the Village of Maryville does sell and supply the City of Troy with supplemental water upon request and pursuant to this Memorandum of Understanding, the Village of Maryville shall charge the City of Troy for the water at the lowest rate then charged

by the Village of Maryville to any residential water customer within its municipal/corporate boundaries.

- C. The billable water usage will be determined by the increase to the average water usage from the previous three days (excluding any water main breaks or fire suppression activity).
- D. The official request for supplemental water by the City of Troy from the Village of Maryville shall be made by the City of Troy Public Works Director, or his/her designee, to the Water Superintendent, or his/her designee, of the Village of Maryville.
- E. During the times of providing supplemental water to the City of Troy under the terms of this Memorandum of Understanding, and because of the constant monitoring of water pressure by a water operator at the Village of Maryville Water Plant, the City of Troy agrees to reimburse the Village of Maryville for any overtime compensation paid to the Village of Maryville public works employees associated with said monitoring during the times of providing said water to the City of Troy.
- F. This Memorandum of Understanding, and its terms, may be extended or modified by mutual agreement of the parties should the need arise.

IN WITNESS WHEREOF, the duly undersigned municipalities have caused this Memorandum of Understanding to be duly executed by the President/Mayor of each municipality.



N. CRAIG SHORT, President/Mayor
Village of Maryville, Illinois



ALLEN ADOMITE, Mayor
City of Troy, Illinois

March 8, 2018

DATE

3/19/18

DATE

END OF DOCUMENT