

EMERGENCY WATER SERVICE CONTRACT
BETWEEN THE VILLAGE OF POPLAR GROVE ILLINOIS
AND AQUA ILLINOIS, INC.

THIS AGREEMENT entered into this _____ day of _____, 2026 by and between AQUA ILLINOIS, INC., an Illinois public utility corporation and established under the laws of the State of Illinois (hereinafter called “AQUA”) and the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation, (hereinafter called “VILLAGE”). Individually, VILLAGE and AQUA may be referred to as a “Party” and collectively as “Parties”.

WITNESSETH:

WHEREAS, AQUA and VILLAGE own and operate separate water supply systems which furnish potable water for the use of their respective customers; and

WHEREAS, there is an existing 8” water main that connects the two water supply systems (the “Interconnection” as further defined below); and

WHEREAS, AQUA and VILLAGE desire to cooperate with one another so that, in emergency situations, AQUA may purchase water from the VILLAGE and have a dependable supply of potable water and in emergency situations, the VILLAGE may purchase water from AQUA and have a dependable supply of potable water; and

WHEREAS, the terms and conditions upon which the VILLAGE will sell and purchase potable water in emergency situations and AQUA will sell and purchase potable water in emergency situations, are set forth in this Agreement.

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

1 **SCOPE AND TERM OF CONTACT**

1.01 This Agreement shall commence on the _____ day of _____ 2026, and shall be in full force and effect for a period of four (4) years (“Initial

Term”) and renewed automatically for subsequent periods of four (4) years each (each 4 year period being a “Renewal Term”) unless either party, by written notice given at least one hundred and eighty (180) days prior to the expiration of the Initial Term or any Renewal Term thereof, shall notify the other party of its desire to not renew this Agreement.

1.02 In emergency situations that cause AQUA to temporarily be unable to meet the water demands of its customers or a scheduled temporary shut-down of AQUA’s water supply system, VILLAGE agrees to deliver potable water to AQUA.

Notwithstanding the foregoing, the VILLAGE shall not be required to provide water in said amounts and rates if doing so, in the reasonable opinion of the Village water department, would negatively impact service to the VILLAGE’s customers.

1.03 In emergency situations that cause the VILALGE to temporarily be unable to meet the water demands of its customers or a scheduled temporary shut-down of the VILLAGE’s water supply system, AQUA agrees to deliver potable water to the VILLAGE. Notwithstanding the foregoing, AQUA shall not be required to provide water in said amounts and rates if doing so, in the reasonable opinion of the AQUA operations department, would negatively impact service to AQUA’s customers.

1.04 Nothing in this Agreement shall be construed to prohibit AQUA or VILLAGE from entering into any mutual emergency water service contract with any other person, corporation, firm, utility, municipal corporation or governmental authority, for the purpose of obtaining additional water for the System.

1.05 Nothing herein shall obligate AQUA or the VILLAGE to request or receive any water hereunder.

2 RATES AND PAYMENT

2.01 From the first day following the date of this Agreement, and until such time as the rates may be changed, the rates paid by AQUA to the VILLAGE for water furnished hereunder shall be the rate established by the 1000 gallons rounded up as set forth in

the Village of Poplar Grove Code of Ordinances Section 6-2-4-1 Rates Established, as may be amended from time to time.

- 2.02 From the first day following the date of this Agreement, and until such time as the rates may be changed, the rates paid by the VILLAGE to AQUA for water furnished hereunder shall be the tariff water rate charged to customers of AQUA similarly situated, as may be amended from time to time.
- 2.03 Invoices for service provided hereunder shall be submitted monthly, and shall be due and payable within thirty (30) days from the date of invoice.
- 2.04 It is agreed that in no event shall the rates charged by the VILLAGE to AQUA or AQUA to the VILLAGE, be different from the rate charged to other customers.
- 2.05 Neither party shall charge the other any charges for availability, meter or any other charges during any period unless one party receives water from the other during such monthly period.

3 TECHNICAL PROVISIONS

- 3.01 Interconnection Facilities. The Interconnection Facilities generally depicted on Exhibit A.
 - 3.01.1 The Interconnection Facilities, including the location, and vault shall be owned by AQUA. AQUA shall maintain the water main, vault and vault equipment from generally located to the north and west of the point of connection to the VILLAGE system as depicted on Exhibit A.
 - 3.01.2 VILLAGE shall own and maintain that portion of the connection south of the point of the point of connection to the Village system as depicted on Exhibit A.
 - 3.01.3 Neither AQUA nor VILLAGE shall allow any cross connection between its distribution system and any other private water supply system.

3.02 Meter. AQUA shall purchase and maintain its own meter. AQUA shall make maintenance records available to the VILLAGE upon the request of the VILLAGE. The meter shall be read monthly by the VILLAGE during times when AQUA is receiving water from the VILLAGE.

3.02.1 In the event that the meter fails to register, or registers incorrectly, the water furnished through such meter, the parties shall agree upon the length of period during which such meter failed to register or registered incorrectly and the quantity of water delivered through such meter during such period, and upon agreement, an appropriate adjustment in usage and any rates charged based thereon shall be made. For the purpose of the preceding sentence, a meter which registers within three (3) percent, plus or minus, of the true registration, shall be deemed correct. The properly authorized officers, agents and representatives of AQUA and VILLAGE, shall at all times have free access to the meter or meters and all other facilities herein provided for, for the purpose of reading the registrations of said water meter.

3.02.2 AQUA shall periodically cause its meter to be inspected and tested. Advance written notice of such tests shall be given to the Village one week before such test are to be made, and, at the option of the VILLAGE, such tests shall be conducted in the presence of the Village.

3.02.2.1 AQUA may have additional tests conducted on the meter at a reasonable interval at its cost and expense.

3.02.3 The Parties may, at their option and own expense, install and operate a check meter to check the rate and quantity of flow, provided that the measurement of water for the purpose of this Agreement shall be solely by the Delivery Meter (Delivery Meter being the meter within the valve vault) except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject, at all reasonable times, to inspection and examination by any employee or agent of the other Party, but the reading, calibration and adjustment thereof shall be made only by installing and

operating Party, except during any period when a check meter may be used for measuring the amount of water delivered.

3.03 Potable water delivered under this Agreement shall conform to the then-current applicable standards established by the Illinois Environmental Protect Agency and the United States Environmental Protection Agency and to any other water quality laws, rules or regulations then applicable to potable water.

3.04 The VILLAGE and AQUA shall inform one another at least six (6) months (or when such is contemplated if less than six (6) months) of any planned changes to the treatment or disinfectant methods of the water supply to be delivered hereunder.

3.05 Interruptions. The VILLAGE and AQUA will operate and maintain their water system in an efficient and professional manner and will exercise reasonable care and diligence to prevent and avoid unplanned interruptions, restrictions and fluctuations in service. VILLAGE and AQUA shall use reasonable diligence to provide a regular and uninterrupted supply of service at the points of delivery, but shall not be liable for any loss or damages to the other for failure, suspension, diminution or other variation of serviced occasioned by or in consequence of any cause beyond their control , including but not limited to acts of God, or the public enemy, fire, floods, earthquakes or other catastrophes, strikes or failure or breakdown of transmission or other facilities, or insufficient capacity of any elements of their water system. Nevertheless, the VILLAGE or AQUA may, without reservation or restriction, discontinue the supply of service whenever either determines that it must conserve its water and should not furnish the service herein contemplated.

3.06 Planned Interruptions. The VILLAGE and AQUA shall have the right, upon a minimum of five (5) business days advance written notice to the other, to temporarily interrupt or curtail service for such length of time as reasonably necessary for the construction, repair, maintenance, removal and replacement of its facilities and equipment. The parties will confer with one another regarding any planned interruptions of service and will attempt to schedule such planned interruptions at a mutually convenient time or times. As soon as the supply of water to AQUA by the

VILLAGE or the supply of water to the VILLAGE from AQUA is returned to normal volumes and pressures, the receiving party shall promptly resume taking normal volumes of water from supplying party pursuant to this Agreement.

3.07 Water Shortages. In the event of a shortage of raw water available to the VILLAGE at its Treatment Plant, a diminished capacity to treat water at the Treatment Plant, a restriction or limitation in the ability of the VILLAGE's transmission and distribution system to transport and deliver water, a mandatory moratorium or other restriction on the ability of the VILLAGE to supply water in normal quantities and/or pressures, the water supplied by the VILLAGE to AQUA shall, to the extent reasonably practicable, be reduced or diminished in the same proportion that it is reduced or diminished to the all the other customers of the VILLAGE.

3.08 Title to all water supplied by the VILLAGE pursuant to this Agreement shall be in the name of the VILLAGE up to the Point of Delivery, at which point title shall pass to AQUA. Title to all water supplied by AQUA pursuant to this Agreement shall be in the name of AQUA up to the Point of Delivery, at which point title shall pass to the VILLAGE.

4 MISCELLANEOUS PROVISIONS

4.01 No assignment or transfers of any rights or obligations of the Agreement shall be made by AQUA or the VILLAGE without the prior written consent by the other Party, which consent shall not be unreasonably withheld. Unless properly assigned, no rights under this Agreement shall inure to third parties who may receive benefits under this Agreement or for whom water is furnished hereunder.

4.02 No officer, official or agent of AQUA or VILLAGE has the power to amend, modify or alter this Agreement, or waive any of its conditions, or to bind AQUA or VILLAGE by making any promise or representation not contained herein. Any amendment to this Agreement shall be in writing, signed by both Parties, and subject to each Party having obtained all necessary approvals to enter into such amendment.

- 4.03 This Agreement is subject to all applicable Federal laws and laws of the State of Illinois and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum, having jurisdiction.
- 4.04 Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made, or accepted by any Party to any other Party must be in writing and may be given or be served by delivering the same to an officer of such Party, or be e-mail transmission, or by overnight delivery by a reputable company when proof of receipt is received, addressed to the Party to be notified. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the address of the Parties shall, until changed as hereinafter provided, be as follows:

AQUA Illinois, Inc.
1000 S. Schuyler Avenue
Kankakee, IL 60901
Attn: Vice President/Regional Manager
Email: _____

VILLAGE OF POPLAR GROVE
Attn: Village President
200 North Hill Street
Poplar Grove, Illinois 61065
Email: _____

- The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Parties hereto
- 4.05 The Parties hereto specifically agree that in case any one or more of the sections, sub-sections, provisions, clauses, or words of this Agreement or the application of such sections, sub-sections, provisions, clauses, or words to any situation or circumstance

should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Illinois or the United States of America, or in contravention thereof, such invalidity or unconstitutionality shall not affect any other sections, sub-sections, provisions, clauses, or words of this Agreement or the applications of such sections, or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

- 4.06 This Agreement is entered into between and for the benefit of the parties hereto exclusively. Except as otherwise provided for under Section 4.01, this Agreement is entered into between and for the benefit of the parties hereto exclusively. Nothing herein is intended to create any duty or benefit to any third party.
- 4.07 This Agreement may be executed in any number of counterparts, and by facsimile or electronic scanned signature, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.
- 4.08 The event of default by either Party, the non-defaulting Party shall be entitled to pursue any and all remedies that it may have in equity or at law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective corporate officials, authority therefore having first been provided.

DATED this _____ day of _____, A.D., 2026.

AQUA ILLINOIS, INC.

BY _____
Vice President/Regional Manager

ATTEST:

VILLAGE OF POPLAR GROVE

BY _____
Kristi Richardson, Village President

ATTEST:

Village Clerk