



# City of Chicago



SO2014-5749

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Twenty-seventh amendment to District Cooling System Use Agreement with Thermal Chicago Corporation
<b>Committee(s) Assignment:</b>	Committee on Transportation and Public Way

## SUBSTITUTE ORDINANCE

**WHEREAS**, on the 14<sup>th</sup> day of September, 1994, the City Council (the "City Council") of the City of Chicago, Illinois (the "City") adopted an ordinance authorizing the City to enter into a "District Cooling System Use Agreement" (the "Original Agreement") with MDE Thermal Technologies, Inc. (formerly Exelon Thermal Technologies, Inc. and formerly before that Unicorn Thermal Technologies, Inc. and formerly before that Northwind, Inc., and referred to herein as "Grantee"), which grants to Grantee the non-exclusive right to use certain public ways of the City to construct, operate and maintain a district cooling system (the "System"); and

**WHEREAS**, the City and Grantee entered into the Original Agreement as of October 1, 1994; and

**WHEREAS**, on the 17<sup>th</sup> day of May, 1995, the City Council adopted an ordinance authorizing the City to enter into a "First Amendment to District Cooling System Use Agreement" (the "First Amendment"); and

**WHEREAS**, the First Amendment is dated as of June 1, 1995; and

**WHEREAS**, on the 13<sup>th</sup> day of July, 1995, the City Council adopted an ordinance authorizing the City to enter into a "Second Amendment to District Cooling System Use Agreement" (the "Second Amendment"); and

**WHEREAS**, the Second Amendment is dated as of July 15, 1995; and

**WHEREAS**, on the 10<sup>th</sup> day of January, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Third Amendment to District Cooling System Use Agreement" (the "Third Amendment"); and

**WHEREAS**, the Third Amendment is dated as of February 1, 1996; and

**WHEREAS**, on the 6<sup>th</sup> day of March, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Fourth Amendment to District Cooling System Use Agreement" (the "Fourth Amendment"); and

**WHEREAS**, the Fourth Amendment is dated as of April 1, 1996; and

**WHEREAS**, on the 16<sup>th</sup> day of April, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Fifth Amendment to District Cooling System Use Agreement" (the "Fifth Amendment"); and

**WHEREAS**, the Fifth Amendment is dated as of October 1, 1996, and

**WHEREAS**, on the 30<sup>th</sup> day of October, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Sixth Amendment to District Cooling System Use Agreement" (the "Sixth Amendment"); and

**WHEREAS**, the Sixth Amendment is dated as of November 7, 1996; and

**WHEREAS**, on the 11<sup>th</sup> day of December, 1996, the City Council adopted an ordinance authorizing the City to enter into a "Seventh Amendment to District Cooling System Use Agreement" (the "Seventh Amendment"); and

**WHEREAS**, the Seventh Amendment is dated as of January 15, 1997; and

**WHEREAS**, on the 7<sup>th</sup> day of February, 1997, the City Council adopted an ordinance authorizing the City to enter into an "Eighth Amendment to District Cooling System Use Agreement" (the "Eighth Amendment"); and

**WHEREAS**, the Eighth Amendment is dated as of May 1, 1997; and

**WHEREAS**, on the 30<sup>th</sup> day of July, 1997, the City Council adopted an ordinance authorizing the City to enter into a "Ninth Amendment to District Cooling System Use Agreement" (the "Ninth Amendment"); and

**WHEREAS**, the Ninth Amendment is dated as of August 1, 1997; and

**WHEREAS**, on the 10<sup>th</sup> of September, 1997, the City Council adopted an ordinance authorizing the City to enter into a "Tenth Amendment to District Cooling System Use Agreement" (the "Tenth Amendment"); and

**WHEREAS**, the Tenth Amendment is dated as of October 1, 1997;

**WHEREAS**, on the 5<sup>th</sup> day of February, 1998, the City Council adopted an ordinance authorizing the City to enter into an "Eleventh Amendment to District Cooling System Use Agreement" (the "Eleventh Amendment"); and

**WHEREAS**, the Eleventh Amendment is dated as of March 12, 1998; and

**WHEREAS**, on the 29<sup>th</sup> day of April, 1998, the City Council adopted an ordinance authorizing the City to enter into a "Twelfth Amendment to District Cooling System Use Agreement" (the "Twelfth Amendment"); and

**WHEREAS**, the Twelfth Amendment is dated as of June 1, 1998; and

**WHEREAS**, on the 7<sup>th</sup> day of October, 1998, the City Council adopted an ordinance authorizing the City to enter into a "Thirteenth Amendment to District Cooling System Use Agreement" (the "Thirteenth Amendment"); and

**WHEREAS**, the Thirteenth Amendment is dated as of October 8, 1998; and

**WHEREAS**, on the 21<sup>st</sup> day of April, 1999, the City Council adopted an ordinance authorizing the City to enter into a "Fourteenth Amendment to District Cooling System Use Agreement" (the "Fourteenth Amendment"); and

**WHEREAS**, the Fourteenth Amendment is dated as of April 21, 1999; and

**WHEREAS**, on the 16<sup>th</sup> day of February, 2000, the City Council adopted an ordinance authorizing the City to enter into a "Fifteenth Amendment to District Cooling System Use Agreement" (the "Fifteenth Amendment"); and

**WHEREAS**, the Fifteenth Amendment is dated as of March 15, 2000; and

**WHEREAS**, on the 16<sup>th</sup> day of February, 2000, the City Council adopted an ordinance authorizing the City to enter into a "Sixteenth Amendment to District Cooling System Use Agreement" (the "Sixteenth Amendment"); and

**WHEREAS**, the Sixteenth Amendment is dated as of March 15, 2000; and

**WHEREAS**, on the 17<sup>th</sup> day of May, 2000, the City Council adopted an ordinance authorizing the City to enter into a "Seventeenth Amendment to District Cooling System Use Agreement" (the "Seventeenth Amendment"); and

**WHEREAS**, the Seventeenth Amendment is dated as June 1, 2000; and

**WHEREAS**, on the 27<sup>th</sup> day of September, 2000, the City Council adopted an ordinance authorizing the change of control and name change from Unicorn Thermal Technologies, Inc. to Exelon Thermal Technologies, Inc.; and

**WHEREAS**, on the 7<sup>th</sup> day of March, 2001, the City Council adopted an ordinance authorizing the City to enter into an "Eighteenth Amendment to District Cooling System Use Agreement" (the "Eighteenth Amendment"); and

**WHEREAS**, the Eighteenth Amendment is dated as of August 1, 2001; and

**WHEREAS**, on the 31<sup>st</sup> day of October, 2001, the City Council adopted an ordinance authorizing the City to enter into a "Nineteenth Amendment to District Cooling System Use Agreement" (the "Nineteenth Amendment"); and

**WHEREAS**, the Nineteenth Amendment is dated as of November 1, 2001; and

**WHEREAS**, on the 29<sup>th</sup> day of May, 2002, the City Council adopted an ordinance authorizing the City to enter into a "Twentieth Amendment to District Cooling System Use Agreement" (the "Twentieth Amendment"); and

**WHEREAS**, the Twentieth Amendment is dated as of June 1, 2002; and

**WHEREAS**, on the 23<sup>rd</sup> of June, 2004, the City of Chicago adopted an ordinance authorizing the City to enter into a "Twenty-First Amendment to the District Cooling System Use Agreement" (the "Twenty-First Amendment") which authorized the change of ownership and control of Thermal Chicago Corporation from Exelon Thermal Holdings, Inc. to Macquarie District Energy, Inc.; and

**WHEREAS**, the Twenty-First Amendment is dated as of June 30, 2004; and

**WHEREAS**, on the 23<sup>rd</sup> day of June, 2004, the City Council adopted an ordinance authorizing the City to enter into a "Twenty-Second Amendment to the District Cooling System

Use Agreement" (the "Twenty-Second Amendment") which authorized the change of ownership and control of Exelon Thermal Technologies, Inc. from Macquaire Investment Holdings, Inc. to Macquarie Infrastructure Assets, Inc. and collectively with the Original Agreement and all prior amendments described above the "Current Agreement" and the Current Distribution Facilities are described in Exhibit 1 and Exhibit 2; and

**WHEREAS**, the Twenty-Second Amendment is dated as of December 23, 2004; and

**WHEREAS**, on the 6th day of October, 2005, the City Council adopted an ordinance authorizing the City to enter into a "Twenty-Third Amendment to the District Cooling System Use Agreement" (the "Twenty-Third Amendment") which authorized amendments to the current Exhibits to include in the current Distribution Facilities a portion of East Randolph Street from North Columbus Drive to a point approximately 340 feet east of the right-of-way line of North Columbus Drive, and collectively with the Original Agreement and all prior amendments described above, the "Current Agreement" and the Current Distribution Facilities are described in Exhibit 1 and Exhibit 2; and

**WHEREAS**, the Twenty-Third Amendment is dated as of November 1, 2005; and

**WHEREAS**, on the 1st day of November, 2006 the City Council adopted an ordinance authorizing the City to enter into a "Twenty-Fourth Amendment to the District Cooling System Use Agreement" (the "Twenty-Fourth Amendment") which authorized amendments to the current Exhibits to include in the current Distribution Facilities with respect to Plant #1 Wabash Avenue from Adams Street to 200 feet north of Monroe Street, with respect to Plant #3 in the LaSalle Street Trolley Tunnel, from Lake Street to Kinzie, in Kinzie Street from the LaSalle Street Trolley Tunnel to 75 feet east of State Street and in Erie Street from State Street to Michigan Avenue and collectively with the Original Agreement and all prior amendments described above, the "Current Agreement" and the Current Distribution Facilities are described in Exhibit 1 and Exhibit 2; and

**WHEREAS**, the Twenty-Fourth Amendment is dated as of November 1, 2006; and

**WHEREAS**, on the 30th day of July, 2008, the City Council adopted an ordinance authorizing the City to enter into a "Twenty-Fifth Amendment to the District Cooling System Use Agreement" (the "Twenty-Fifth Amendment") which authorized the extension of the Termination Date of the Original Agreement to December 31, 2040 in consideration of an increase in the use fee from 3.0% of Grantee's Total Gross Billings to 3.5% of Grantee's Gross Billings commencing on January 1, 2009 and another .5% increase of Grantee's Gross Billings effective January 1, 2014, and the City reserved the right after considering and analyzing business and economic realities to increase the General Compensation by no more than 2% of Grantee's Gross Billings in 2024 in any event not to exceed in the aggregate 6.0% of Grantee's Gross Billings throughout the term of the Current Agreement; and

**WHEREAS**, the Twenty-Fifth Amendment is dated as of October 1, 2008;

**WHEREAS**, on the 8th day of September, 2011, the City Council adopted an ordinance authorizing the City to enter into a "Twenty-Sixth Amendment to the District Cooling System Use Agreement" (the "Twenty-Sixth Amendment") which authorized amendments to the current Exhibits to include in the current Distribution Facilities a portion of Wabash Avenue from Erie Street to Superior Street, and a portion of Superior Street from Wabash Avenue to a point 100 feet west of Wabash Avenue, and collectively with the Original Agreement and all prior amendments described above, the "Current Agreement" and the Current Distribution Facilities are described in Exhibit 1 and Exhibit 2; and

**WHEREAS**, the Twenty-Sixth Amendment is dated as of October 18, 2011; and

**WHEREAS**, the Grantee wishes to amend the current Exhibits to include in the Current Distribution Facilities a portion of West Randolph Street between the South Branch of the Chicago River and a point 150 feet east of Canal Street, and a portion of West Lake Street between the South Branch of the Chicago River and a point 150 feet east of Canal Street, and collectively with the Original Agreement and all prior amendments described above, the "Current Agreement" and the Current Distribution Facilities are described in Exhibit 1 and Exhibit 2.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**

**CHICAGO:**

**SECTION 1:** The above recitals are expressly incorporated herein and made a part of this ordinance by reference as though fully set forth herein.

**SECTION 2:** Subject to the approval of the Corporation Counsel, as to form and legality, the Commissioner of the Department of Fleet and Facility Management, the Commissioner of the Department of Transportation, and the Commissioner of the Department of Business Affairs and Consumer Protection (collectively, the "Commissioners") are hereby authorized to enter into and execute on behalf of the City, a Twenty-Seventh Amendment to the District Cooling System Use Agreement (the "Twenty-Seventh Amendment") substantially in the form attached hereto as Exhibit A, subject to such changes as shall be approved by the officials executing the same, their execution constituting conclusive evidence of their approval and this City Council's approval of any such changes or revisions therein from the form of the Twenty-Seventh Amendment attached hereto (including, but not limited to reduction or elimination of specific routes or locations herein authorized in the interest of public safety or in the public interest); provided, however, that no such change or revision may reduce General Compensation paid to the City contrary to the provisions of the Current Agreement as modified by the Twenty-Seventh Amendment attached hereto without further action of this City Council. Such officials may also negotiate in the Twenty-Seventh Amendment such additional environmental terms and conditions as shall be deemed desirable by the Commissioner of the City's Department of the Transportation. In addition, such officials may also negotiate in the Twenty-Seventh Amendment such changes to the insurance terms and conditions set forth in Section 6 of the Current Agreement as shall be deemed desirable by the City's Risk Manager.

SECTION 3. All ordinances, resolutions and agreements, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect upon its passage and approval.

Exhibit 1

Twenty-Seventh Amendment To District  
Cooling System Use Agreement

The Grantee's District Cooling System is anticipated to be constructed in the Public Ways and at the approved plant locations set forth below. The exact location of each component of Grantee's Distribution Facilities shall be presented to and reviewed by the City as set forth in the Agreement on an on-going basis prior to construction and installation in order to obtain permits for construction and installation specifying the exact locations of the Grantee's Distribution Facilities.

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Production Plant Number 1:	Northeast corner of South State Street and East Adams Street.
Distribution Piping:	In South LaSalle Street proceeding for two hundred (200) feet north, more or less, from the intersection of West Adams Street. In South Dearborn Street, from West Adams Street to West Lake Street including the portions of the South Dearborn Street/West Madison Street intersection. In West Adams Street, from South LaSalle Street to South Michigan Avenue. In South Wabash Avenue, from West Adams Street to two hundred (200) feet north of West Monroe Street. In West Madison Street, from South Dearborn Street to the north/south public alley which lies one hundred twenty (120) feet west of the west right-of-way line of South State Street and in said alley, from West Madison Street to West Monroe Street. In City property at the northwest corner of West Carroll Avenue and North Dearborn Street. In West Adams Street, from South Franklin Street to a point one hundred (100) feet west of Lower Wacker Drive.
Production Plant Number 2:	Northwest corner of South Franklin Street and West Congress Parkway.

Distribution Piping:

In West Van Buren Street, from South Wacker Drive to South Franklin Street. In South Franklin Street, from West Van Buren Street to West Lake Street. In West Jackson Boulevard, from South Franklin Street to one hundred fifty (150) feet east of South State Street. In the West Jackson Boulevard/South Dearborn Street intersection and in South Dearborn Street, from such intersection to one hundred (100) feet south of such intersection. In North LaSalle Street, from West Wacker Drive to West Van Buren Street. In West Washington Street, from North LaSalle Street to approximately three hundred (300) feet west of North Franklin Street. In the Washington Street Trolley Tunnel, from three hundred (300) feet west of North Franklin Street to North Water Street. In West Randolph Street, from the South Branch of the Chicago River to a point 150 feet east of Canal Street. In West Lake Street, from the South Branch of the Chicago River to a point 150 feet east of Canal Street. On City property consisting of viaducts and/or bridge facilities located between South Canal Street and the south branch of the Chicago River in the following locations: West Washington Street and West Monroe Street. In West Monroe Street, from South Dearborn Street to South Clark Street.

Production Plant Number 3:

Northeast corner of East Randolph Street and North Columbus Drive (located in the Blue Cross/Blue Shield Building).

Distribution Piping:

In North Columbus Drive, from East Randolph Street to East South Water Street. In East South Water Street, from North Columbus Drive to North Garland Court. In Garland Court, from East Lake Street to approximately three hundred

(300) feet north of East Wacker Drive. In West Lake Street, from North Garland Court to North LaSalle Street.

In LaSalle Street Trolley Tunnel, from West Lake Street to Kinzie Street. In West Carroll Avenue, from the westerly right-of-way line of North Wells Street to North Clark Street, and in addition, the North Clark Street/West Carroll Avenue and North Dearborn Street/West Carroll Avenue intersections, To the extent of City property interests therein, In the lower West Carroll Avenue access driveway (but only to the extent permitted by and consistent with City property interest therein) extending from the south line of West Kinzie Street beginning at a point eighty-eight (88) feet east of North Dearborn Street for a distance of approximately ninety-eight (98) feet south and thence generally in a southwesterly direction for approximately one hundred fifty-one (151) feet to the intersection of lower West Carroll Avenue and North Dearborn Street. In West Kinzie Street, from the LaSalle Street Trolley Tunnel to seventy-five (75) feet east of North State Street. In North LaSalle Street, from West Carroll Avenue to approximately fifty (50) feet north of West Carroll Avenue. Across and under West Kinzie Street, from the Merchandise Mart to the building commonly known as 400 North Franklin Street, for piping with a maximum trench-width of six (6) feet to be located west of the North Franklin Street/West Kinzie Street intersection and east of the North Orleans Street/West Kinzie Street intersection. Across and under North Orleans Street, from the Merchandise Mart to the Apparel Center for piping with a maximum trench-width of six (6) feet to be

located south of the West Kinzie Street/North Orleans Street intersection and north of the Chicago River.

In a portion of West Kinzie Street, from seventy-five (75) feet east of North Dearborn Street to North Dearborn Street. In North Dearborn Street, from West Kinzie Street to West Ontario Street. In West Ontario Street, from North Dearborn Street to North Wabash Avenue. In North Wabash Avenue, from East Grand Avenue to East Superior Street. In East Superior Street, from North Wabash Avenue to a point 100 feet west of North Wabash Avenue. In East Erie Street, from North State Street to North Michigan Avenue. In East Grand Avenue, from North Wabash Avenue to a point approximately one hundred fifty (150) feet east of North St. Clair Street. In North Rush Street, from East Erie Street to East Superior Street.

In North Garland Court, from East Lake Street to East Benton Place, In East Benton Place, from East Garland Court to North Wabash Avenue. In East Randolph Street, from a point three hundred forty (340) feet east of North Columbus Drive to and including North Michigan Avenue.

Production Plant Number 4:

North Orleans Street on the west, North Wells Street on the east, West Kinzie Street on the north, and the Chicago River on the south (located in the Merchandise Mart building).

Distribution Piping:

In West Washington Street, from North Dearborn Street to North State Street. Under the North Orleans Street viaduct, from Grantee's existing piping (north of the Chicago River) to West Kinzie Street. In West Kinzie Street, from the West Kinzie

Street/North Orleans Street intersection west to the north/south public alley west of North Orleans Street; north in said north/south public alley to the east/west public alley. In said east/west public alley west to a point two hundred twenty (220) feet west of North Orleans Street. In the north/south alley east of North Kingsbury Street, from West Hubbard Street to the existing piping in the east/west alley south of West Hubbard Street. In West Hubbard Street, from North Kingsbury Street to the north/south public alley immediately east of North Kingsbury Street. In North Kingsbury Street, from West Hubbard Street to West Chicago Avenue up to and including the intersection of North Kingsbury Street and West Chicago Avenue. In West Chicago Avenue, from North Kingsbury Street to North Larrabee Street. In North State Street, from Lake Street to Randolph Street.

Production Plant Number 5:

Southeast corner of North State Street and East Kinzie Street (located in the IBM Building) 301 North State Street.

Distribution Piping:

In East Kinzie Street from the LaSalle Street Trolley Tunnel to seventy-five (75) feet east of North State Street. In North State Street, from the intersection with West Kinzie Street to a point approximately two hundred (200) feet south of such intersection.

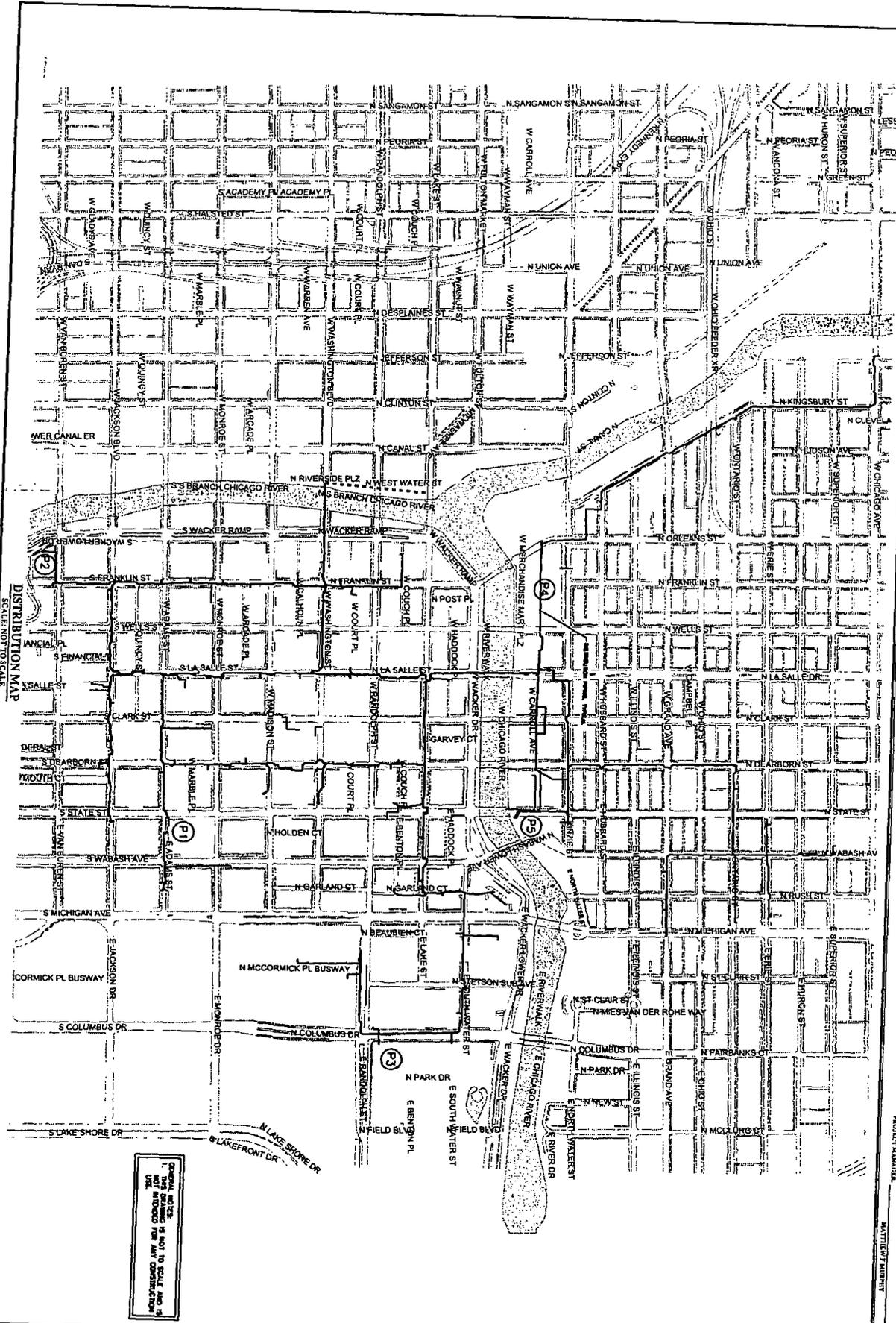
This exhibit is subject to amendment pursuant to the provisions of Section 7.1.2 of the Agreement (including City Council authorization and departmental approvals) to incorporate new Approved Plants and Additional Distribution Facilities and subject to amendment pursuant to the provisions of Section 7.1.1 of the Agreement (including departmental approvals) to amend the locations of the Distribution Facilities based on changes in construction conditions.

All amendments required changes in location not based on construction conditions shall require City Council authorization.

865565v1

COOK COUNTY  
CHICAGO, ILLINOIS

PROJECT MANAGER: MATTHEW J. BURTON



DISTRIBUTION MAP  
SCALE: NOT TO SCALE

GENERAL NOTES:  
1. THIS DRAWING IS NOT TO SCALE AND IS NOT TO BE USED FOR ANY CONSTRUCTION.

<p><b>hbk</b> ENGINEERING</p> <p>501 WEST WASHINGTON STREET, SUITE 1000 CHICAGO, ILLINOIS 60606 STATE OF ILLINOIS REGISTRATION NO. 021-0000000-0000 PROFESSIONAL ENGINEER LICENSE NO. 021-0000000-0000</p>		<p><b>Thermal Chicago</b> A Division of hbk</p>	<p><b>CONTRACTOR:</b></p>	<p><b>DATE:</b></p>	<p><b>REVISIONS:</b></p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHKD.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>11</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>12</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>13</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>14</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>15</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>16</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>17</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>18</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>19</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>20</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>21</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>22</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>23</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>24</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>25</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>26</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>27</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>28</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>29</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>30</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>31</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>32</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>33</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>34</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>35</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>36</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>37</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>38</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>39</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>40</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>41</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>42</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>43</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>44</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>45</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>46</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>47</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>48</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>49</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>50</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY	CHKD.	1					2					3					4					5					6					7					8					9					10					11					12					13					14					15					16					17					18					19					20					21					22					23					24					25					26					27					28					29					30					31					32					33					34					35					36					37					38					39					40					41					42					43					44					45					46					47					48					49					50					<p><b>TITLE:</b> THERMAL CHICAGO COOP DISTRIBUTION MAP CHICAGO, ILLINOIS</p>	<p><b>DATE:</b></p>	<p><b>SCALE:</b> NOT TO SCALE</p>	<p><b>OF:</b></p>
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**EXHIBIT A**

This Twenty-Seventh Amendment to District Cooling System Use Agreement (the "Twenty-Seventh Amendment"), dated as of \_\_\_\_\_, 2014 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois, and MDE Thermal Technologies, Inc., an Illinois corporation (the "Grantee").

**WITNESSETH:**

**WHEREAS**, the City and the Grantee have entered into that certain District Cooling System Use Agreement dated as of October 1, 1994 (the "Original Agreement"), as heretofore amended (the "Current Agreement"), which grants to the Grantee (and its successors in interest) the non-exclusive right to use certain public ways of the City to construct, operate and maintain a district cooling system (the "System"); and

**WHEREAS**, Exhibit 1 to the Current Agreement describes the "Current Distribution Facilities" (as such term is defined in the Current Agreement) for the Grantee's System; and

**WHEREAS**, Exhibit 2 to the Current Agreement provides the Location Map of the Grantee's System, including the Current Distribution Facilities; and

**WHEREAS**, Grantee wishes to amend Exhibit 1 and Exhibit 2 to the Current Agreement (the "Current Exhibit") to include in the Current Distribution Facilities in a portion of West Randolph Street between the South Branch of the Chicago River and a point 150 feet east of Canal Street, and in a portion of West Lake Street between the South Branch of the Chicago River and a point 150 feet east of Canal Street as described and depicted in amended Exhibits 1 and 2, each as attached to this Twenty-Seventh Amendment (collectively, the "Amended Exhibits"); and

**WHEREAS**, the City Council of the City on \_\_\_\_\_, 2014, adopted an ordinance authorizing and approving execution of a Twenty-Seventh Amendment to the Current Agreement in substantially the form of this Twenty-Seventh Amendment, including the Amended Exhibits (the "Ordinance"); and

**WHEREAS**, the City and the Grantee now desire to amend the Current Agreement, including the Current Exhibits, subject to the terms and conditions set forth below;

**NOW, THEREFORE,**

It is agreed by the parties hereto as follows:

Section 1. The above recitals are expressly incorporated herein and made a part of this Twenty-Seventh Amendment by reference as though fully set forth herein. The capitalized terms not otherwise defined herein shall have the meanings set forth in the Current Agreement.

Section 2. As of the Effective Date of this Twenty-Seventh Amendment, the current Exhibits are deemed superseded and replaced by the Amended Exhibits.

Section 3. The Grantee represents that, to the best of its knowledge, no member of the governing body of the City and no other official, officer, agent or employee of the City is employed by the Grantee or has a personal financial or economic interest directly or indirectly in this Twenty-Seventh Amendment or any contract or subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to (Chapter 2-156) of the Municipal Code of Chicago (the "Code"). No payment, gratuity or offer of employment shall be made in connection with this Twenty-Seventh Amendment by or on behalf of any contractors to the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of contracts, subcontracts or orders. Any agreement entered into, negotiated or performed in violation of any of the provisions of said Chapter 2-156 shall be voidable as to the City.

Section 4. Neither the Grantee nor its contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, the Grantee has

executed the applicable Certification required under the Illinois Criminal Code, 720 ILCS 5/33-11 (1994 State Bar Edition) and under the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (1994 State Bar Edition).

Section 5. It shall be the duty of the Grantee, all contractors, all consultants, and all officers, directors, agents, partners, and employees of the Grantee to cooperate with the Inspector General and/or Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 and/or 2-56 of the Code. The Grantee shall inform all its contractors of the provision and require understanding and compliance herewith.

Section 6. The Grantee has provided copies of its latest articles of incorporation and bylaws and its certification of good standing from the Office of the Secretary of State of Illinois. The Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee and its direct and indirect corporate parents.

Section 7. If the Grantee conducts any business operations in Northern Ireland, it is hereby required that the Grantee make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

Section 8. Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote in any discussion in any city council meeting hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Twenty-Seventh Amendment shall be grounds for termination of the Current Agreement and this Twenty-Seventh Amendment. The term business relationship is defined as set forth in Section 2-156-080 of the Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends of such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his or her employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

Section 9. Except as expressly modified in this Twenty-Seventh Amendment, all other terms, covenants and conditions in the Current Agreement (including exhibits and attachments) remain unchanged and all affidavits, certificates and representations in the Current Agreement (including exhibits and attachments) are deemed reaffirmed as if made as of the date hereof.

IN WITNESS WHEREOF, the City has caused this Twenty-Seventh Amendment to be duly executed in its name and behalf as of the date first written by its Commissioner of the Department of Transportation and its Comptroller and the Grantee has signed and sealed the same on or as of the day and year first written.

(SEAL)

CITY OF CHICAGO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Title: Commissioner of the  
Department of Transportation

By: \_\_\_\_\_  
Title: City Comptroller

By: \_\_\_\_\_  
Title: Commissioner of the  
Department of Fleet and Facility  
Management

Reviewed as to form  
and legality:

Assistant Corporation Counsel  
or Senior Counsel

ATTEST:

\_\_\_\_\_

MDE THERMAL TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Title: President