



Office of the City Clerk



SO2012-8033

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	11/15/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Water supply agreement with Village of Oak Lawn
Committee(s) Assignment:	Committee on Budget and Government Operations

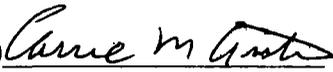
CHICAGO, December 12, 2012

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an Ordinance authorizing the execution of an intergovernmental water supply agreement between the City of Chicago and the Village of Oak Lawn, and having been presented with a motion to correct by Alderman Timothy Cullerton ; and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the Ordinance, as amended, transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

~~_____ members of the Committee with _____ dissenting vote(s).~~

(Signed) 
Carrie M. Austin
Chairman

**ORDINANCE
AS AMENDED**

WHEREAS, the City of Chicago, Illinois (the "City") possesses the power and authority to furnish water from the City's water mains to purchasers and others; and

WHEREAS, the City previously entered into a contract for the supply of water ("Prior Contract") with the Village of Oak Lawn (the "Purchaser"); and

WHEREAS, the term of the Prior Contract with the Purchaser expired on December 31, 2010 and has been extended on a month-to-month basis; and

WHEREAS, the City is willing to continue to supply water to the Purchaser and to enter into a new contract for the supply of water ("New Contract") under the terms and conditions described in Exhibit A; and

WHEREAS, the Corporation Counsel for the City has approved the New Contract as to form and legality; and

WHEREAS, the municipal authorities of the Purchaser have approved the terms and conditions of the New Contract; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

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

SECTION 2. The Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Water Management to approve, and the City Comptroller to accept the file for record, the New Contract for the supply of water between the City and the Purchaser in the form attached hereto as Exhibit A and hereby made a part hereof.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

Attached exhibits:

Exhibit A – Water Supply Agreement Between the City of Chicago, Illinois and The Village of Oak Lawn, Illinois

APPROVED
[Signature]
CORPORATION COUNSEL

APPROVED
[Signature]
1/8/13
MAYOR

MOTION

I MOVE TO CORRECT THE ORDINANCE AND EXHIBIT AS FOLLOWS :
REFERENCE TO EXHIBIT A- ATTACHED EXHIBITS-BOTTOM OF
FIRST PAGE OF ORDINANCE BY ADDING THE LETTER N TO OAK LAWN
AND SECONDLY IN THE AGREEMENT BOTTOM OF THE FIRST PAGE
UNDER "A.DEFINITIONS" BY CORRECTING THE TITLE OF "COMMISSIONER"
TO READ COMMISSIONER OF WATER MANAGEMENT OF THE CITY.

 (38)

**WATER SUPPLY AGREEMENT BETWEEN THE CITY
OF CHICAGO, ILLINOIS AND
THE VILLAGE OF OAK LAWN, ILLINOIS**

THIS AGREEMENT made and entered into this ____ day of _____, 2012 and executed in sextuplicate originals (each executed copy constituting an original) by and between the CITY OF CHICAGO, ILLINOIS, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "CITY"), and the VILLAGE OF OAK LAWN (hereinafter called the "PURCHASER") in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago,

RECITALS:

WHEREAS, the CITY and the PURCHASER previously entered into an agreement for the furnishing of WATER (as defined herein) from the CITY to the PURCHASER for consumers supplied by the PURCHASER's water system, which agreement is dated December 28, 2000 and had a term extending through December 31, 2010 as continued on a month-to-month basis thereunder (the "Existing Water Supply Agreement"); and

WHEREAS, the PURCHASER intends to make certain improvements to its water system for the purpose of serving its municipal customers; and

WHEREAS, the CITY and the PURCHASER desire to enter into this Agreement pursuant to which the CITY will furnish from existing connections to the CITY's water main at the CITY limits, at the ACTIVE LOCATIONS (as defined herein), and for emergency purposes only at the EMERGENCY LOCATION (as defined herein), a supply of WATER for consumers and wholesale customers supplied by the PURCHASER's water system;

NOW, THEREFORE, in consideration of the above Recitals which are made a contractual part of this Agreement and the mutual covenants and agreements hereinafter contained, the parties agree to the following:

A. DEFINITIONS.

The following terms as used in this Agreement shall have the meanings set forth below unless the context indicates a different meaning:

"ACTIVE LOCATION" shall have the meaning set forth on Exhibit A to this Agreement.

"COMMISSIONER" shall mean the Commissioner of Water Management of the CITY.

"EMERGENCY LOCATION" shall have the meaning set forth on Exhibit A to this Agreement.

"FACILITIES" shall mean the SERVICE MAINS, all reservoirs within the PURCHASER's water system and all connections to other entities outside the limits of the PURCHASER's water system, including any reservoirs on such entities' water systems.

"REVENUES" shall mean the revenues derived from the operation of the PURCHASER's water system, as stated in 65 ILCS 5/11-124-1.

"SERVICE MAIN" or "SERVICE MAINS" shall mean the primary supply piping between the CITY's water system and the PURCHASER's receiving reservoirs, including the connections to the CITY's water system, the control valves and the meter vaults.

"STATE" shall mean the State of Illinois, Department of Natural Resources, or any predecessor or successor to the Department of Natural Resources having authority over the allocation of Lake Michigan water and the Illinois Environmental Protection Agency.

"SUBSEQUENT PURCHASER" shall mean water users outside of the PURCHASER'S corporate limits which are supplied water by the PURCHASER pursuant to Section (B)(2), and shall include each of the following (as defined herein): (i) Existing Subsequent Purchasers; (ii) Tinley Park's Subsequent Purchasers; (iii) Orland Park's Subsequent Purchasers; (iv) Oak Forest's Subsequent Purchasers; (v) New Lenox's Subsequent Purchasers; (vi) Mokena's Subsequent Purchasers; and (vii) Future Subsequent Purchasers.

"WATER" shall mean Lake Michigan derived raw water treated to then current potable water standards in accordance with applicable STATE and federal laws and delivered to an ACTIVE LOCATION or an EMERGENCY LOCATION.

B. SERVICE TO BE FURNISHED.

(1) The CITY agrees to furnish to the PURCHASER, and the PURCHASER agrees to purchase and take from the CITY under and in accordance with the terms of this Agreement, a supply of WATER through metered connections authorized by the COMMISSIONER from the CITY's water main at the CITY limits, at the ACTIVE LOCATIONS, and for emergency purposes only at the EMERGENCY LOCATION, to be used by the PURCHASER in supplying WATER to (i) retail consumers served by the PURCHASER's water system, including one account located outside the corporate limits of the PURCHASER (said account being the facility at 9700 South Harlem Avenue, Bridgeview, Illinois) and (ii) the SUBSEQUENT PURCHASERS. All WATER usage is to be in accordance with and not in excess of the allocation of the STATE, as set forth on Exhibit A.

(2) The PURCHASER is authorized to supply WATER obtained from the CITY to the following entities, all of which are located within the STATE, and which collectively are referred to herein as the "Existing Subsequent Purchasers": (i) the Village of Chicago Ridge ("Chicago Ridge"); (ii) the City of Country Club Hills ("Country Club Hills"); (iii) the Village of Matteson

("Matteson"); (iv) the City of Oak Forest ("Oak Forest"); (v) the Village of Olympia Fields ("Olympia Fields"); (vi) the Village of Orland Park ("Orland Park"); (vii) the City of Palos Hills ("Palos Hills"); (viii) the Village of Palos Park ("Palos Park"); and (ix) the Village of Tinley Park ("Tinley Park").

Tinley Park is authorized to supply WATER obtained from the PURCHASER to the following entities, all of which are located within the STATE, and which collectively are referred to herein as "Tinley Park's Subsequent Purchasers": (i) the Village of Mokena ("Mokena"); (ii) the Village of New Lenox ("New Lenox"); (iii) the Illinois American Water Company ("IAWC") at its service area in the Village of Orland Hills ("Orland Hills") and vicinity but within IAWC's allocation of WATER from the STATE; and (iv) IAWC at its service area outside the corporate limits of Tinley Park for not to exceed 456 accounts (which is an area commonly known as "Arbury Hills") but within IAWC's allocation of WATER from the STATE. Tinley Park's Subsequent Purchasers may be amended from time to time with the approval of the COMMISSIONER. Each of Mokena, New Lenox, Orland Hills and IAWC have received an allocation of WATER from the STATE.

Orland Park is authorized to supply WATER obtained from the PURCHASER to the following entities, all of which are located within the STATE, and which collectively are referred to herein as "Orland Park's Subsequent Purchasers": (i) IAWC at its service area outside the corporate limits of Orland Park for not to exceed 250 accounts (which is an area commonly known as "Alpine Heights") but within IAWC's allocation of WATER from the STATE; and (ii) not to exceed 2,000 retail accounts located outside the corporate limits of Orland Park but within Orland Park's allocation of WATER from the STATE. Orland Park's Subsequent Purchasers may be amended from time to time with the approval of the COMMISSIONER.

Oak Forest is authorized to supply WATER obtained from the PURCHASER to the following entities, all of which are located in the STATE, and which are referred to herein as "Oak Forest's Subsequent Purchasers": not to exceed 30 retail accounts located outside the corporate limits of Oak Forest but within Oak Forest's allocation of WATER from the STATE; provided, however, that Oak Forest reserves the right to supply WATER in the future to the area identified as "Oak Forest Hospital" in the map attached hereto as *Exhibit A-1* (the "Area"), even if the Area remains outside the corporate limits of Oak Forest, but shall be either (1) within Oak Forest's allocation of WATER from the STATE or (2) within the allocation of WATER from the STATE held by a party in privity of contract with Oak Forest, and Oak Forest supplying WATER to the Area shall be subject to the engineering review and approval of the COMMISSIONER, which approval shall not be unreasonably withheld by the COMMISSIONER as long as the WATER supplied by Oak Forest to the Area does not adversely impact the loading capabilities of the CITY. Oak Forest's Subsequent Purchasers may be amended from time to time with the approval of the COMMISSIONER.

New Lenox is authorized to supply WATER obtained from the PURCHASER to the following entities, all of which are located within the STATE, and which are referred to herein as "New Lenox's Subsequent Purchasers": not to exceed 244 retail accounts located outside the corporate limits of New Lenox but within New Lenox's allocation of WATER from the STATE.

New Lenox's Subsequent Purchasers may be amended from time to time with the approval of the COMMISSIONER.

Mokena is authorized to supply WATER obtained from the PURCHASER to the following entities, all of which are located within the STATE, and which collectively are referred to herein as "Mokena's Subsequent Purchasers": IAWC at its service area outside the corporate limits of Mokena for not to exceed 456 accounts (which is an area commonly known as "Arbury Hills") but within IAWC's allocation of WATER from the STATE. Mokena's Subsequent Purchasers may be amended from time to time with the approval of the COMMISSIONER.

In addition, subject to prior consent of the COMMISSIONER and the Chicago City Council, the PURCHASER is authorized to supply WATER obtained from the CITY to certain entities in the future, which shall each be located within the STATE and shall have each received an allocation of WATER from the STATE; such entities are collectively referred to herein as the "Future Subsequent Purchasers."

All WATER usage is to be in accordance with the allocations of the STATE. Any increase in the allocation to the SUBSEQUENT PURCHASERS shall be subject to the approval of the COMMISSIONER. It is clearly understood by the PURCHASER that this authorization is non-exclusive and in no way guarantees any rights to re-sell CITY water, except as otherwise described hereunder.

(3) The PURCHASER shall not add any SUBSEQUENT PURCHASERS of WATER supplied by the CITY without the approval of the COMMISSIONER and the Chicago City Council.

C. QUANTITY OF WATER TO BE FURNISHED.

(1) The quantities of WATER to be furnished are to be supplied to the PURCHASER and the SUBSEQUENT PURCHASERS in the amount of the full WATER requirements for each, subject to the allocation limitations as set forth on Exhibit A for the years indicated thereon. The individual consumer allocations of water are included in the total full WATER requirement of the PURCHASER. These quantities of water are in accordance with the PURCHASER's and the SUBSEQUENT PURCHASERS' STATE approved allocations in accordance with Opinion and Order Number LMO 99-3, as amended from time to time. These quantities of water may be adjusted by the COMMISSIONER if there are any future revisions of the allocation order by the STATE and shall be identified to this Agreement by written addenda.

(2) The WATER supplied and taken in accordance with this Agreement shall be withdrawn at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal from the CITY's water main shall not exceed twice the annual average daily contracted amount. The CITY shall have the right to restrict the supply of WATER to the PURCHASER in order to ensure an adequate WATER supply to all purchasers of CITY WATER for public health and fire protection purposes. The PURCHASER shall be responsible for any damage to the water system of the CITY or of any of its customers due to excessive

surges caused by the malfunction or misuse of the PURCHASER's water system, including, without limitation, fast-acting valves or booster station operation.

(3) The PURCHASER shall install, or if previously installed, shall maintain a flow control system and a pressure recording system consisting of remotely operated flow control valves at meter vaults on existing water service connections to the CITY's water main at the ACTIVE LOCATIONS in order to regulate the flow of water as herein provided. When requested by the COMMISSIONER, the PURCHASER shall provide the necessary equipment to transmit pressures, rates of flow and receiving reservoir elevations. All devices necessary for the control and transmission of pressures and rates of flow of WATER furnished shall be provided and maintained by the PURCHASER. The transmission of pressure and rate of flow readings shall be to a location designated by the CITY. All flow control valves shall be controlled by the PURCHASER in accordance with the provisions of this Agreement.

D. STANDARD TERMS AND CONDITIONS.

I. GENERAL

(1) This Agreement shall be in force and effect beginning on the date set forth above and ending on December 31, 2042; provided, however, that the CITY and the PURCHASER may agree to renew this Agreement for one successive term of ten years, not to exceed in the aggregate 40 years from the initial date of this Agreement. If either the CITY or the PURCHASER shall desire to renew this Agreement, such party shall provide written notice thereof to the other party hereto by June 1 of the year on which the term expires. Amounts of WATER for average daily use shall be the amounts as allocated by the STATE. This Agreement shall be a continuing valid and binding obligation of the PURCHASER payable from REVENUES as hereinafter provided for the term and, the separate renewal term thereof (such renewal term to be treated as the term of a new agreement).

(2) The parties agree that the Existing Water Supply Agreement (currently on a month-to-month agreement) shall terminate upon the date of execution of this Agreement. WATER supplied pursuant to the Existing Water Supply Agreement but not yet paid for as of the date of execution of this Agreement shall be paid for in accordance with the terms of this Agreement, and all rights and responsibilities of the parties with respect to such supply of WATER and such payment shall be as if that WATER had been supplied pursuant to this Agreement. No officer, official or agent of the CITY has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the CITY by making any promise or representation not contained herein; provided, however, that the COMMISSIONER may make modifications pursuant to paragraph D(7) herein.

(3) This Agreement shall not be assigned or transferred by either party.

(4) This Agreement shall be subject to cancellation if a court of competent jurisdiction restricts or limits any of the CITY's rights to obtain, sell, contract for or distribute Lake Michigan derived raw water.

(5) The quantity of WATER supplied under this Agreement shall not exceed the amount of Lake Michigan derived raw water allocated annually by the STATE to the PURCHASER and SUBSEQUENT PURCHASERS.

(6) The CITY shall not be responsible in damages for any interruption or failure to supply WATER and shall be saved and held harmless from all damage of any kind, nature and description that may arise as a result of making this Agreement and furnishing WATER hereunder.

(7) The PURCHASER shall not permit any WATER furnished hereunder to be used to supply any party outside the corporate limits of the PURCHASER, except as otherwise specifically provided herein, without the prior written consent of the COMMISSIONER and the Chicago City Council. The PURCHASER may, with the permission of the COMMISSIONER, in an emergency, supply WATER to other CITY WATER users who have been previously authorized an emergency connection.

II. REPORTING REQUIREMENT

(8) At the end of each calendar year during the term of this Agreement and not later than March 31st of each year, the PURCHASER agrees to submit to the COMMISSIONER a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The PURCHASER shall submit to the CITY by the 10th day of each month, a report showing the amount of WATER received the previous month from the CITY and the amount furnished to customers of the PURCHASER.

(10) The PURCHASER shall notify the CITY in writing and keep the CITY informed of the responsible individual in charge of operations of the PURCHASER's water system.

III. RESERVATIONS

(11) In the event of a default in payment of a water bill by the PURCHASER, the CITY reserves the right to require the PURCHASER to deposit, in advance, a sum equal to the estimated costs for WATER supply during a period of 90 days at the prevailing metered rate.

(12) The CITY reserves the right to inspect, test and repair the water meters as required. All such repairs shall be charged to and paid by the PURCHASER.

IV. WATER QUALITY

(13) The CITY shall supply the PURCHASER with WATER of a quality commensurate with that furnished to its consumers within the CITY limits.

(14) The PURCHASER shall receive its supply of WATER from the CITY by means of a method approved by the COMMISSIONER. The CITY water system must be safeguarded by

means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the COMMISSIONER, must be installed.

(15) The PURCHASER bears the responsibility for maintaining the WATER quality at any point beyond the control valve and within its distribution system. The CITY bears no degree of responsibility for the WATER quality at any point beyond the control valve.

(16) The PURCHASER shall immediately notify the COMMISSIONER of any emergency or condition that may affect the quality of WATER in either party's system.

(17) The CITY reserves the right to make inspections of those facilities which may affect the quality of the WATER supplied to the PURCHASER and to perform required tests upon due notice to the PURCHASER.

V. EQUIPMENT OPERATION

(18) The PURCHASER shall provide and maintain all SERVICE MAINS and valves and bear the costs for connecting said SERVICE MAINS to and severing them from the CITY's water system. The PURCHASER shall also pay any and all costs incurred by or on behalf of the CITY in connection with extending the CITY's water system to the point of connection with the PURCHASER's water system, if such extension is for the sole purpose of supplying WATER to the PURCHASER's water system. Each SERVICE MAIN shall be equipped with a valve located within the CITY limits and said valve shall be under the sole and complete control of the CITY. This valve shall mark the limit of the CITY's responsibility for maintenance of the piping system. The cost of maintaining or replacing the valve shall be the responsibility of the PURCHASER.

(19) The PURCHASER shall provide and maintain any and all devices expressly requested by the COMMISSIONER for the purpose of controlling, measuring, transmitting and recording pressures, rates of flow, reservoir levels and other required operational information.

(20) The PURCHASER shall provide the meters, vaults with sump pumps and related devices, adhering to CITY standard practices, for measuring the supply of WATER furnished. The meters provided have been, or must be delivered to the CITY meter shop for testing and picked up promptly after testing, all at the expense of the PURCHASER prior to installation by the PURCHASER. Plans, drawings and specifications for the equipment, piping and vault, or other protective structure have been, or must be, submitted to and approved by the COMMISSIONER as a precondition to the issuance of an authorization for installing the meters and related devices. No substitute equipment shall be allowed without written approval of the COMMISSIONER. The meter vault shall be located no farther than 150 feet from the control valve unless the COMMISSIONER consents to installation at a greater distance. The PURCHASER is required to provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be of a size and in a location approved by the COMMISSIONER. The tee and valve shall be a minimum two inches pipe size. The

PURCHASER is required to provide a one-inch pipe size pitometer test tap in the inlet pipe ahead of the header pipe in a location approved by the COMMISSIONER.

(21) In the event that the PURCHASER should desire to alter the meter installation, the piping configuration, the meter vault or any of the FACILITIES, all drawings, plans and specifications shall be submitted to the COMMISSIONER prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the FACILITIES shall include construction of new FACILITIES or changes or additions to existing FACILITIES. All drawings, plans and specifications shall include profiles showing United States Geological Survey elevations and shall be prepared by a professional engineer, licensed to practice in the State of Illinois. All equipment shall be of a manufacture and type approved by the CITY, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois.

(22) The CITY's representative shall regularly inspect the meters measuring the supply of WATER furnished and shall repair any meter or part of a meter which is known or suspected to be registering incorrectly. All such repairs shall be made by the CITY's representatives and the PURCHASER shall pay for all repairs made. The PURCHASER shall be responsible for replacing any meters which have been in service for a period longer than authorized or which are defective and not capable of being repaired. All such replacements shall be at the expense of the PURCHASER.

(23) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the COMMISSIONER for the purpose of billing the PURCHASER. The estimate shall be based upon the average of 12 preceding readings of the meter, exclusive of incorrect readings. When less than 12 correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(24) The PURCHASER shall assure that reservoirs of sufficient capacity are provided in its entire system, including PURCHASER's and SUBSEQUENT PURCHASERS' systems, to store twice the PURCHASER's and SUBSEQUENT PURCHASERS' aggregate annual daily average allocation of water as authorized by the STATE Opinion and Order Number LMO 99-3, as amended from time to time, and any revisions to the allocations. All reservoirs provided by the PURCHASER's and SUBSEQUENT PURCHASERS' water systems shall be considered in meeting this requirement. The PURCHASER's water system is to be operated to utilize the reservoirs in a manner to assure that WATER is withdrawn from the CITY's water system as uniformly as possible.

VI. RATES AND DISCOUNTS

(25) The charges for WATER furnished to the PURCHASER under this Agreement shall be no greater than the rate fixed for large quantities of WATER furnished through meters to consumers inside the CITY and suburban communities served by the CITY, said rate being fixed and adjusted from time to time by CITY ordinance. These charges shall not exceed the lowest rate lawfully fixed by the CITY for WATER furnished through meters to regular customers.

(26) The PURCHASER shall be charged a penalty for late payment of water bills similar to that charged to metered customers inside the CITY.

(27) Payments to be made by the PURCHASER hereunder to the CITY for WATER furnished to the PURCHASER shall be solely from REVENUES. The PURCHASER covenants and agrees to charge such rate or rates for the furnishing of WATER to its customers so that the REVENUES shall at all times be sufficient to pay in full all amounts due to the CITY from the PURCHASER hereunder.

VII. NOTICES

(28) Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If to the CITY:

Commissioner
City of Chicago
Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611

In an emergency:

City of Chicago
Department of Water Management
Central Dispatch
(312) 744-7038

If to the PURCHASER:

Water Division Manager
Village of Oak Lawn
Department of Public Works/Water Division
9446 Raymond Avenue
Oak Lawn, Illinois 60453

In an emergency (during regular business hours):

Village of Oak Lawn
Department of Public Works
Water Division - Reich Plant
Southwest Highway and Kilbourn Avenue
708-499-7746

In an emergency (24 hours a day):

Village of Oak Lawn
Emergency Communications Department
708-499-7721

Such addresses may be changed by notice to the other party given in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (28)(a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (28)(c) hereof shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (28)(d) hereof shall be deemed received two days following deposit in the mail.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
FOLLOWED BY THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its City Clerk, and the PURCHASER has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Village President and its Corporate Seal to be hereto affixed, duly attested by its Village Clerk, all as of the date and year first above written.

CITY OF CHICAGO, ILLINOIS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved:

By: _____
Commissioner of Water Management

Approved as to Form and Legality:

By: _____
Assistant Corporation Counsel

VILLAGE OF OAK LAWN, ILLINOIS

By: _____
Its _____

ATTEST:

By: _____
Its _____

(SEAL)

EXHIBIT A
TO THE WATER SUPPLY AGREEMENT BETWEEN THE
CITY OF CHICAGO, ILLINOIS AND THE VILLAGE OF OAK LAWN, ILLINOIS

ALLOCATIONS OF THE STATE

CUSTOMER	YEAR 2030 LAKE MICHIGAN WATER ALLOCATION (in million gallons per day)
Chicago Ridge	1.537
Country Club Hills	1.672
IAWC (serving Alpine Heights)	0.065
IAWC (serving Arbury Hills)	0.247
IAWC (serving Orland Hills)	0.600
Matteson	3.748
Mokena	3.240
New Lenox	5.544
Oak Forest	3.390
Oak Lawn	7.503
Olympia Fields	1.057
Orland Park	10.270
Palos Hills	2.036
Palos Park	0.825
Tinley Park	8.849
Total Allocation	50.583

ACTIVE LOCATIONS FOR DELIVERY OF WATER FROM THE
CITY OF CHICAGO, ILLINOIS TO THE VILLAGE OF OAK LAWN, ILLINOIS

- Active Location A:** West 84th Street and South Keeler Avenue at the 54-inch Transmission Main serving the Purchaser from the City's Southwest Pump Station.
- Active Location B:** West 91st Street and South Pulaski Road at the 48-inch Transmission Main serving the Purchaser from the City's Pulaski Road Transmission Main.
- Active Location C:** West 104th Street and South Pulaski Road at the 30-inch Transmission Main serving the Purchaser from the City's Pulaski Road Transmission Main.

EMERGENCY LOCATION FOR DELIVERY OF WATER FROM THE
CITY OF CHICAGO, ILLINOIS TO THE VILLAGE OF OAK LAWN, ILLINOIS

Emergency Location: None currently exists.

EXHIBIT A-1

COMPREHENSIVE PLAN
City of Oak Forest, Illinois
HNIB

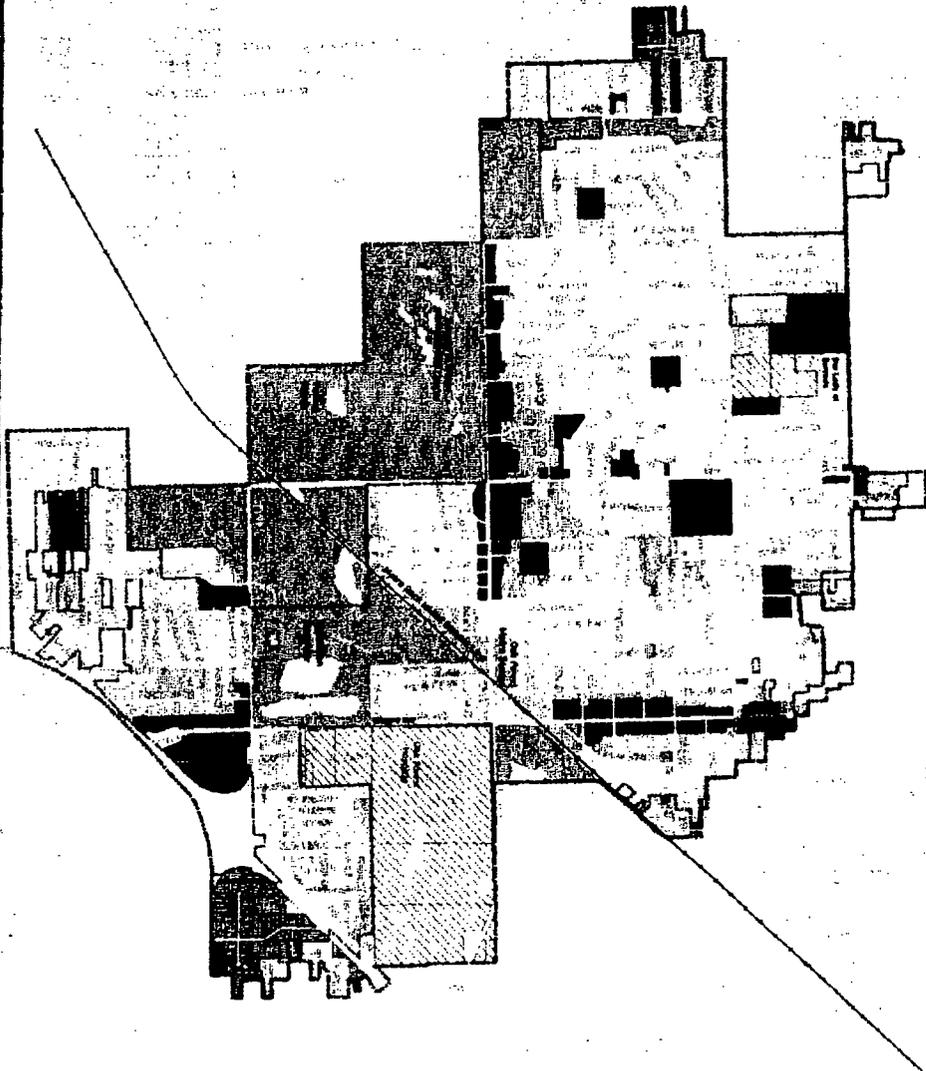


FIGURE 3
FUTURE LAND USE FRAMEWORK

LEGEND

- City Boundary
 - Planning Area Boundary
 - Land Use**
 - Single-Family Residential
 - Medium-Density Residential
 - High-Density Residential
 - Office/Professional
 - Retail/Community Center
 - Industrial/Manufacturing
 - Agricultural/Open Space
 - Public Use
 - Water Body
 - Major Road
 - Minor Road
 - Utility Line
- NOTE: The City and the State of Illinois are not responsible for the accuracy of the data shown on this map. The City and the State of Illinois are not liable for any damages or losses resulting from the use of this information.



FEBRUARY 2008

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APPROVED
[Signature]
CORPORATION COUNSEL

APPROVED
[Signature]
1/8/13
Mayor