## INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE GRAND PRAIRIE WATER COMMISSION

This Agreement ("*Agreement*") is made as of \_\_\_\_\_\_, 2024, by and among the VILLAGE OF CHANNAHON, an Illinois home rule municipal corporation, the CITY OF CREST HILL, an Illinois municipal corporation, the CITY OF JOLIET, an Illinois home rule municipal corporation, the VILLAGE OF MINOOKA, an Illinois municipal corporation, the VILLAGE OF ROMEOVILLE, an Illinois home rule municipal corporation, and the VILLAGE OF SHOREWOOD, an Illinois home rule municipal corporation (each a "*Party*" and collectively, "*Parties*").

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

### ARTICLE I RECITALS<sup>1</sup>

**1.1** Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves and with certain other governments "to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance" as well as to use their revenues, credit and other resources for such activities.

**1.2** The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (*"IC Act"*) also authorizes the joint use and enjoyment of the powers, privileges, functions and authority of such governments.

**1.3** The Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 *et seq.* ("*RWC Act*"), authorizes two or more municipalities, at least one of which is located in whole or in part in the County of Cook, Kane, Kendall, Lake, McHenry or Will and has 140,000 or more inhabitants, to acquire, either by purchase or construction, a waterworks system or a common source of supply

<sup>&</sup>lt;sup>1</sup>All defined terms initially appear in bold and italics and thereafter as capitalized words and phrases throughout this Agreement. They shall have the meanings set forth in the preamble, in Articles I and II, and elsewhere in this Agreement.

of water, or both, and to operate jointly and improve and extend a waterworks system or a common source of supply of water.

**1.4** The Parties have authority to enter into this intergovernmental agreement pursuant to the RWC Act, the IC Act, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and other applicable law.

**1.5** The Parties are all municipal corporations located in the State of Illinois. The City of Joliet is located in part in the Counties of Kendall and Will, Illinois, and the population of the City of Joliet exceeded 140,000 as of the effective date of the RWC Act.

**1.6** Extensive study by the Illinois State Water Survey ("*ISWS*") of the available yield of groundwater from the Cambrian-Ordovician (deep sandstone) aquifer and the declining quality of groundwater from the shallow wells within the Silurian Dolomite aquifer reveal that long-term water supply needs of communities in the region cannot be reliably and cost-effectively met through the use of groundwater.

**1.7** The Parties to this Agreement have determined that they are in need of adequate, safe, reliable and cost-effective supplies of potable water and each has determined that it desires to obtain a common source of water supply, which has been determined to be Lake Michigan water.

**1.8** The Parties each own and operate a waterworks system and have each received a permit for an allocation of Lake Michigan water from the State of Illinois Department of Natural Resources (*"IDNR"*).

**1.9** The Parties have determined that it is necessary and in their best interests to establish a regional water commission (*"Commission"*) pursuant to the requirements of the RWC Act, in order to provide adequate supplies of water on an economical and cost-effective basis for the Members individually, including without limitation to provide a joint waterworks system and common source of water supply for use as provided in this Agreement.

## ARTICLE II DEFINITIONS

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

2.1 "Additional Member" or "Additional Members" means any municipality other than a Charter Member that becomes a member of the Commission pursuant to this Agreement and in accordance with the RWC Act. A Charter Member that withdraws from the Commission pursuant to this Agreement may, however, become a member of the Commission again in the manner provided for Additional Members.

2.2 "Advanced Construction Costs" means costs advanced and incurred by Joliet in connection with the Program and will include, without limitation, costs related to or paid pursuant to any contracts for pre-construction and/or construction services for the Program entered into by Joliet with approval of the Board of Commissioners from time to time, including that certain Contract for the Construction of Chicago Connection Facilities Between the City of Joliet and Walsh Construction Company II, LLC dated November 29, 2023, which was entered into by Joliet pursuant to approval of the Members as provided in Section 3.12 of the Preliminary Agreement, and which may be assigned to the Commission pursuant to Section 6.5. The Advanced Construction Costs do not include debt service on such costs paid by Joliet.

2.3 "Advanced Development Costs" means costs advanced and incurred by Joliet for the Program, formation of the Commission and the initial Commission System expended for the period beginning in February 2021 through the completion of the Program, and will include, without limitation, costs (without mark-up) for engineering, land acquisition, permitting, legal, and financial advisors costs incurred. These development costs will not include any costs incurred: (i) prior to February 1, 2021; (ii) for Joliet's study of alternative water sources; (iii) for Joliet's costs incurred in connection with obtaining its Water Allocation from the IDNR; and (iv) for Joliet's costs with respect to issues unique to its Municipal System. The Advanced Development Costs do not include debt service on such costs paid by Joliet.

2.4 "Agreement" or "IGA" means this Agreement.

**2.5** *"Alternate Commissioner"* means an individual described in Section 5.5 who is appointed by a Member to serve as an alternate to the Commissioner for that Member.

**2.6** *"Alternate Delegate"* means an individual described in Section 5.10 who is appointed by a Member to serve as an alternate to the Delegate for that Member on the Technical Advisory Committee, duly appointed as such pursuant to the Bylaws.

**2.7** *"Board of Commissioners"* means the governing body of the Commission, as required by Section 5.2.

**2.8 "Bonds"** means any instrument providing for the payment of money authorized or issued by or on behalf of the Commission or a Member, or which the Commission or a Member has assumed or agreed to pay, including, without limitation of the foregoing, bonds, notes, contracts, leases, certificates and other evidences of indebtedness.

**2.9** *"Bylaws"* means the bylaws of the Commission as adopted and as amended from time to time by the Board of Commissioners.

**2.10** *"Capital Costs"* means costs incurred in the development and performance of the Program, the establishment of the Commission, and the planning, developing, designing, constructing and acquiring of the Commission System (or any future extensions, expansions or improvements to the Commission System).

**2.11** *"Charter Member"* or *"Charter Members"* means the municipalities listed on page 1 of this Agreement that approved and executed this Agreement and the required ordinance to establish the Commission on or before June 30, 2024 and remain Members of the Commission.

**2.12** *"Commission"* or *"Water Commission"* means the Grand Prairie Water Commission established by this Agreement.

**2.13** *"Commissioner"* means an individual appointed to the Commission by a Member as described in Section 5.3 and the RWC Act.

2.14 "Commission Costs" means those costs described in Section 7.1.

**2.15** *"Commission System"* means the waterworks and water supply system of the Commission to bring Lake Michigan water to the Members, as it may be modified from time to time.

**2.16** *"Costs of Financing"* means and includes, without limitation, costs of issuance of any financing by the Commission, Debt Service reserve, coverage, capital and operating reserves, credit enhancements, and capitalized interest.

**2.17** *"Customer"* means any purchaser of water from the Commission that is not a Member of the Commission.

**2.18** *"Debt Service"* means principal, interest and premium, if any, required for the payment of any financing by the Commission, including without limitation all Bonds of the Commission.

2.19 "Declared Maximum Day Demand" means the amount of Lake Michigan water that a Member of the Water Commission determines to be necessary to provide the Full Water Requirements of the Member's customers at various points in time and which will be established for each Member in the Water Supply Agreement and may be amended from time to time as provided in the Water Supply Agreement.

**2.20** *"Declared 2050 Maximum Day Demand"* means the amount of Lake Michigan water that a Member determines to be necessary for it to provide the Full Water Requirements to the Member's customers in the year 2050.

**2.21** *"Delegate"* means a representative of a Member on the Technical Advisory Committee, duly appointed as such pursuant to the Bylaws.

**2.22** *"Effective Date"* means June 28, 2024 provided that all of the municipalities listed on page 1 of this Agreement have approved the required ordinance approving this Agreement by that date; if all such municipalities do not take such action by that date, the effective date shall be July 1, 2024.

2.23 *"Estimated Buildout Declared Maximum Day Demand"* means the amount of Lake Michigan water that a Member determines is the estimated amount to be necessary to meet the Member's Full Water Requirements when the Member is at full community build-out.

**2.24** *"Full Water Requirements"* means, with respect to a Member, the amount of water necessary from time to time to meet the potable water requirements of all then-current customers served by the water system of the Member (including public use, where applicable), whether within or outside the corporate limits of such Member.

**2.25** *"IC Act"* means the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended from time to time.

**2.26** *"IDNR"* means the Illinois Department of Natural Resources or the successor to its responsibilities for allocation of Lake Michigan water.

2.27 "IGA" means this Agreement.

2.28 "ISWS" means the Illinois State Water Survey.

2.29 "Joliet" means the City of Joliet, Illinois.

**2.30** *"Member"* or *"Members"* means all municipalities that are Charter Members or that become Additional Members of the Commission pursuant to this Agreement. The term "Members" does not include municipalities that have withdrawn from the Commission pursuant to this Agreement. Member or Members does not include Customers.

2.31 *"MGD"* means million gallons per day.

**2.32** *"Municipal System"* means the waterworks or combined waterworks and sewage system of a Member.

**2.33** *"Omnibus Bond Acts"* means the Illinois statutes described in Section 8 of the Statute on Statutes, 5 ILCS 70/8.

**2.34** *"Party"* means each of the municipalities that have approved this Agreement and *"Parties"* means more than one of the municipalities that have approved this Agreement.

**2.35** *"Preliminary Agreement"* means that certain Preliminary Agreement Regarding Formation of a Regional Water Commission dated February 22, 2022 by and among the Village of Channahon, the City of Crest Hill, the City of Joliet, the Village of Minooka, the Village of Romeoville, and the Village of Shorewood, as amended.

2.36 *"Proceeding"* shall have the meaning provided in Section 11.6.

**2.37** *"Program"* means all activities necessary for design, acquisition, construction, start-up and commissioning of the initial Commission System, and also includes certain items necessary for the delivery of Lake Michigan water which will be designed and constructed by the Commission and for which the cost of construction will be paid by the City of Chicago and which will be owned by the City of Chicago pursuant to the water supply agreement with the City of Chicago.

2.38 "Program Management Agreement" means the "Intergovernmental Agreement for Program Management," dated \_\_\_\_\_\_ 2024 as it may be amended from time to time, between the Commission and the City of Joliet for the management of the Program.

**2.39** *"Retail"* means, in connection with the sales of water, the sale of water to a person or entity that will be the final user or consumer of the water.

**2.40** *"RWC Act"* means the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 *et seq.*, as amended from time to time.

2.41 "Secretary" means the Secretary of the Commission, as provided in Section 5.8.

**2.42** *"Targeted Water Delivery Date"* means May 1, 2030 unless otherwise approved by a unanimous vote of the Board of Commissioners.

2.43 *"Water Allocation"* means a Lake Michigan water allocation permit issued by IDNR.

2.44 *"Water Commission Formation Fund"* means the fund established pursuant to Section 3.10 of the Preliminary Agreement.

**2.45** *"Water Delivery Structure"* means the improvements at which water delivered by the Commission System to a Municipal System will be received by the Member and the delivered quantity will be measured by the Devices. The Water Delivery Structure includes, without limitation, structures, equipment, control valves, Devices, and piping and appurtenances necessary for delivery, receipt and measurement of Water. For the purposes of this definition, Devices means the meter used to measure the quantity of Water delivered, as described more fully in the Water Supply Agreement.

**2.46** *"Water Supply Agreement"* or *"WSA"* means the water supply agreement between the Commission and its Members, except where otherwise expressly provided.

**2.47** *"Wholesale"* means, in connection with the sales of water, the sale of water to an entity that will re-sell the water to others.

## ARTICLE III COMMISSION ESTABLISHMENT

**3.1 Establishment.** This Agreement establishes the Commission as a regional water commission. The Commission shall be a regional water commission and a municipal corporation and a public body politic and corporate. Promptly upon entering into this Agreement, a copy shall be filed in the office of the Secretary of State of the State of Illinois.

**3.2 Corporate Name.** The corporate name of the Commission established by this Agreement is the "Grand Prairie Water Commission".

**3.3 Purpose.** The Commission is established to acquire, either by purchase or construction, a waterworks system or a common source of supply of water, or both and operate

jointly a waterworks system or a common source of supply of water, or both, and improve and extend the same for the purpose of providing a reliable and adequate supply of quality water to the Members. In furtherance of these objectives, the Commission and its Members may also provide water for other persons, corporations, political subdivisions, municipal corporations, or other governmental or non-governmental entities, all as provided in this Agreement and the Water Supply Agreement.

**3.4 Duration.** The Commission shall continue to exist unless dissolved and terminated as provided in Article IX of this Agreement.

## ARTICLE IV MEMBERSHIP

**4.1 Membership.** The Members of the Commission shall be the Charter Members and Additional Members. Members do not include Charter Members or Additional Members that have and remain withdrawn from the Commission in accordance with this Agreement.

# 4.2 Additional Members.

A. <u>General</u>. Any municipality that is not a Charter Member of the Commission, and any Charter Member that withdraws from the Commission as provided in this Agreement, and that meets the requirements of the RWC Act, may join the Commission as an Additional Member.

B. <u>Procedure</u>. Additional Members may join the Commission upon satisfaction of all of the following conditions:

- 1. The corporate authorities of the joining municipality must adopt an ordinance stating its decision to become a Member.
- The Board of Commissioners must consent to the joining municipality becoming a Member by adoption of an ordinance passed by unanimous vote.
- The corporate authorities of all existing Members must adopt an ordinance consenting to the joining municipality becoming a Member.

4. A certified copy of the ordinances adopted in accordance with this Subsection 4.2.B must be filed with the Secretary of the Commission.

C. <u>Conditions</u>. The Board of Commissioners may establish conditions, consents and approvals with respect to a municipality becoming an Additional Member. These conditions may include, without limitation, demonstrated financial ability, the making of a capital contribution to the Commission, the assumption of all or a portion of contracts, debts and obligations of the Commission, the provision for and extension of any facilities required to deliver water from the Commission System to an agreed-upon connection point as well as for the necessary storage of water, and entering into this Agreement, a water supply agreement and such other agreements as may be required by the Board of Commissioners.

D. <u>Certification</u>. Promptly upon the addition of an Additional Member, that fact shall be certified by the Secretary of the Commission to the Secretary of State of the State of Illinois.

**4.3 Declared Maximum Day Demand.** The Declared Maximum Day Demand of the Members of the Commission shall be included in the Water Supply Agreement. As of the Effective Date of this IGA, each Charter Member must include (A) its Declared 2050 Maximum Day Demand and (B) its Estimated Buildout Declared Maximum Day Demand, both of which may be modified pursuant to the process established in the Water Supply Agreement. Additional Members shall include the amount of its Declared Maximum Day Demand for the times required by the Commission at the time of membership. All Members shall provide updated amounts for their respective Declared Maximum Day Demand when and as required by the Water Supply Agreement.

## ARTICLE V GOVERNANCE AND ADMINISTRATION

**5.1 Governance.** The Commission shall be governed and administered as provided in this Article V and the Bylaws.

**5.2 Board of Commissioners.** The governing body of the Commission shall be the Board of Commissioners and shall consist of a Commissioner from each Member as set forth in this Article V. The Board of Commissioners shall determine the general policy of the Commission, approve the annual budget, make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), approve all contracts for the purchase or sale of water, adopt any ordinances or resolutions providing for the issuance of Bonds by the Commission, adopt Bylaws, rules and regulations, and exercise such powers of the Commission and perform such duties as may be prescribed in this Agreement, the Water Supply Agreement, the Bylaws, or the RWC Act.

### 5.3 Commissioners.

A. Each Member shall appoint one Commissioner to the Board of Commissioners in the manner provided in Section 5.6.

B. A Commissioner must be the mayor or president or another elected member of the corporate authorities of the Member from which the appointment is made.

C. Each Commissioner will have one vote on actions taken by the Board of Commissioners.

D. No Commissioner shall receive any compensation for serving as a Commissioner.

**5.4 Terms.** The terms of the first Commissioners shall begin when they are appointed and shall run until June 30, 2027. Thereafter, all Commissioners shall be appointed for two-year terms expiring on June 30 of odd-numbered years. Persons serving as Commissioners shall serve until their terms expire and thereafter until their respective successors are appointed and qualified, so long as they remain qualified to serve.

## 5.5 Alternate Commissioners.

A. Each Member is authorized to appoint an Alternate Commissioner.

B. An Alternate Commissioner may attend any meeting of the Board of Commissioners and may vote as the Commissioner in the absence of the Commissioner from that Member or if there is a vacancy in the position of Commissioner from that Member.

C. An Alternate Commissioner shall have the same qualifications as required for a Commissioner, as set forth in Section 5.3.B.

D. The term of an Alternate Commissioner shall not exceed the term of the Commissioner from the appointing Member. Persons serving as Alternate Commissioners shall serve until their term expires and thereafter until their respective successors are appointed and qualified, so long as they remain qualified to serve.

**5.6 Appointments.** All Commissioners and Alternate Commissioners must be appointed by the mayor or president, with the approval of the corporate authorities, of the appointing Member. A certified copy of the ordinance or resolution making such appointments must be filed with the Secretary of the Commission upon adoption of the ordinance or resolution.

5.7 Vacancies.

A. If any Commissioner or Alternate Commissioner ceases to be an elected member of the corporate authorities of the appointing Member, that person is no longer qualified to serve and immediately ceases to be a Commissioner or Alternate Commissioner and the Commissioner's or Alternate Commissioner's position becomes vacant.

B. Any vacancy in the office of Commissioner or Alternate Commissioner for any reason shall be filled by appointment by the Member for which the vacancy exists.

**5.8** Chair, Vice-Chair, Secretary and Treasurer. The Board of Commissioners shall elect one Commissioner to serve as Chair, one Commissioner to serve as Vice-Chair, one Commissioner to serve as Secretary, and one Commissioner to serve as Treasurer. The Chair will preside at all meetings of the Board of Commissioners. The Vice-Chair shall preside over meetings of the Board of Commissioners in the Chair's absence and perform such duties as may

be assigned by the Chair. The Secretary shall be the keeper of the books and records of the Commission. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Commission (other than funds and securities held by a corporate trustee or paying agent with respect to Bonds of the Commission).

#### 5.9 Officers Generally.

A. The duties, the terms of office, and the manner of selection of the officers of the Commission shall be prescribed in further detail in the Bylaws.

B. The Board of Commissioners may select persons, who need not be a Commissioner, to serve as deputies to the Secretary and the Treasurer from time to time as necessary to perform the duties of those offices

C. The Board of Commissioners may prescribe the duties, the terms of office, and the manner of selection of additional officers of the Commission in the Bylaws.

### 5.10 Technical Advisory Committee.

A. There is established a Technical Advisory Committee of the Commission. The Technical Advisory Committee shall consist of a municipal employee from each Member, as designated by the Member by ordinance or resolution. Each Member shall appoint one Delegate to serve on the Technical Advisory Committee. Each Delegate on the Technical Advisory Committee shall be entitled to one vote. The Bylaws may provide for the appointment by each Member of another municipal employee of the Member to serve as an Alternate Delegate to the Technical Advisory Committee to serve from time to time in the absence of the Delegate of the Member.

B. The Technical Advisory Committee will be established to advise the Board of Commissioners and to perform such functions as authorized in the Bylaws in connection with the daily operation of the Commission, subject to the general policy decisions made by the Board of Commissioners from time to time. **5.11 Other Committees.** The Board of Commissioners may establish other committees from time to time, consisting of either Commissioners or persons who are municipal employees from each Member, in order to support the efficient administration and operation of the Commission.

#### 5.12 Bylaws, Rules and Regulations.

A. The Board of Commissioners shall adopt Bylaws for the Commission which shall, among other matters, set forth provisions for the holding, notice, call and conduct of meetings of the Board of Commissioners and the Technical Advisory Committee, the adoption of annual budgets and appropriations, and the entering into of contracts and purchases by the Commission. The Bylaws shall be adopted and approved only by ordinance or resolution approved by unanimous vote of the Board of Commissioners and the Board of Commissioners and may be amended only upon the affirmative vote of two-thirds (2/3) of all Commissioners on the Board of Commissioners, provided, however, that adoption or amendment of a provision pertaining to (i) a vote requirement of more than two-thirds (2/3) of all Commissioners on the Board of Commissioners shall require an approving vote at least equal to or greater than that higher vote requirement in order to be approved, and, if applicable, (ii) a requirement for approval by the corporate authorities of each of the Members in order to be approved. The Bylaws may provide additional requirements and procedures with respect to amendment of the Bylaws.

B. The Board of Commissioners may adopt such other rules and regulations as necessary or desirable from time to time.

## ARTICLE VI POWERS AND AUTHORITY

**6.1 Powers.** The Commission will have the following powers, in addition to any powers set forth elsewhere in the Agreement or provided by law:

A. To develop, acquire, improve, extend, finance (including the issuance of Bonds as provided in the RWC Act and the Omnibus Bond Acts), operate, maintain and contract for a joint waterworks or source of water supply or both, or any combination thereof, which may include, or may consist of, without limitation, facilities (including land and interests in land) for receiving, treating, storing and transmitting water from Lake Michigan for supplying water to the Members and their water users, and Customers of the Commission;

B. To sue or be sued;

C. To apply for and accept any grant, subsidy or contribution from the United States, the State of Illinois, a unit of local government, any other governmental entity, or any combination thereof;

D. To (i) acquire (including by exercise of the right of eminent domain), hold, sell, lease as lessor or lessee, transfer or, subject to the terms of this Agreement, the Bylaws or an ordinance or resolution of the Board, dispose of real or personal property, or interest therein, or (ii) acquire by gift, legacy or grant any real estate or personal property, or rights therein, and to provide for the use of any such property for its lawful purposes, whether the land or personal property is located within or outside the boundaries of the Members;

E. To invest available funds;

F. To buy water and to enter into contracts with, or accept an assignment of a contract from, any person, corporation or unit of local government or political subdivision (including any Member) for that purpose, in accordance with the RWC Act;

G. To sell or provide water to Members and to enter into contracts for such sale or provision of water at rates, fees and charges and terms and conditions as determined by the Board of Commissioners, in accordance with the RWC Act;

H. To sell water not required for use by Members to a Customer of the Commission on a Wholesale basis or a Retail basis, other than for purposes of emergency interconnection and emergency water supply, at rates, fees and charges and terms and conditions as determined by the Board of Commissioners and to enter into contracts for that purpose;

I. To sell water not required for use by Members to a Customer of the Commission on a Wholesale basis or a Retail basis for purposes of emergency interconnection and emergency water supply, at rates, fees and charges and terms and conditions as determined by the Board of Commissioners and to enter into contracts for that purpose;

J. To adopt and enforce rules and regulations for water use by Members or other purchasers of water from the Commission as may be necessary or advantageous to ensure adequate supplies of water, to enhance economic efficiency in the acquisition of a source of water supply, and to comply with applicable laws and regulations;

K. To declare a water emergency and to implement an emergency water usage plan;

L. To establish rates, fees and charges for the sale of water by the Commission or for the use of the Commission System;

M. To borrow money and, in evidence of its obligation to repay the borrowing, issue its Bonds, all as provided in the RWC Act and the Omnibus Bond Acts, and, for the purpose of securing and paying any of its Bonds, to pledge, assign or provide for a lien or security interest on (i) any or all revenues derived from the operation of the Commission System, including from contracts for the sale of water, and investment earnings thereon; (ii) any lawful source of funds; (iii) proceeds of any particular of its Bonds and investment earnings thereon; and (iv) any funds or accounts securing payments of the Bonds as established by the Bond ordinance or resolution, all as and to the extent as provided in the RWC Act and the Omnibus Bond Acts and the ordinance or resolution authorizing the issuance of the Bonds;

N. To accept assignment of debt instruments and payment obligations where a Member has incurred development, construction or operating costs and advanced funds or otherwise obligated itself for such costs;

O. To make and execute all contracts and other instruments necessary or convenient to the exercise of its powers or for the accomplishment of the purposes of the Commission, and to accept the assignment of any such contracts and other instruments;

P. To employ agents and employees and to retain attorneys, engineers and such other consultants as the Board of Commissioners shall determine;

Q. To exercise any or all powers specifically granted to regional water commissions by the RWC Act; and

R. To exercise all other powers incident to the purposes and objectives of the Commission and the powers listed above.

## 6.2 Disposal of Property.

A. If the Commission determines that real estate or tangible personal property owned by it is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Commission, the Commission may, by resolution approved by a concurrence of two-thirds (2/3) of all Commissioners on the Board of Commissioners, lease such surplus real estate for a period not to exceed 99 years or sell or otherwise dispose of such surplus real estate or tangible personal property in accordance with procedures established by resolution of the Commission.

B. The Commission may not sell or dispose of real estate or tangible personal property if such sale or disposal (i) would deprive any Member of full, continued service by or through the Commission, unless the corporate authorities of that Member consent by ordinance or (ii) would be inconsistent with the requirements of any outstanding Bonds or agreements of the Commission.

C. Any proceeds of sale or disposition of property pursuant to this Section 6.2 may only be (i) used in furtherance of the purposes of the Commission, or (ii) returned to the Members in their respective proportionate shares based on Declared Maximum Day Demand.

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6.4 **Source of Water Supply.** The Parties agree that the Commission shall, promptly following establishment of the Commission, accept the assignment from the City of Joliet of that certain Water Supply Agreement Between the City of Chicago and the City of Joliet dated May 1, 2023, which will provide the source of water supply for the Commission.

6.5 Construction Contracts. The Parties agree that the Commission shall, promptly following establishment of the Commission and upon recommendation by the City of Joliet, either accept the assignment from the City of Joliet of all or a portion of that certain Contract for the Construction of Chicago Connection Facilities Between the City of Joliet and Walsh Construction Company II, LLC dated November 29, 2023, which was entered into by Joliet pursuant to approval of the Members as provided in Section 3.12 of the Preliminary Agreement, which assignment will be for work pertaining to the performance of construction services by the contractor, or enter into a contract for construction of the Chicago Connection Facilities with Walsh Construction Company II, LLC or another contractor.

## ARTICLE VII REVENUE AND COSTS

**7.1 Commission Costs; Member Payments.** Each Member shall pay its share of the costs of the Commission as described in this Article.

A. <u>In General</u>. The Board of Commissioners shall determine the costs, rates and charges, and establish appropriate reserve policies as necessary, to be paid by each Member as provided in this Agreement, the Water Supply Agreement and the Bylaws.

B. <u>Water Supply</u>. Costs for water supply provided by the Commission shall be based on a unit cost for the volume of water delivered as provided in the Water Supply Agreement.

C. <u>Operation and Maintenance Costs</u>. Costs for operation and maintenance of the Commission System shall be based on a unit cost for the volume of water delivered as provided in the Water Supply Agreement.

D. <u>Reserve Costs</u>. Costs to establish an initial reserve for depreciation of the Commission System shall be determined by the Board of Commissioners based on the Member's 2050 Declared Maximum Day Demand multiplied by an annual reserve payment amount per MGD, as provided in the Water Supply Agreement. Thereafter, Members will pay amounts for reserves in accordance with rates, charges and reserve policies established by the Board of Commissioners.

E. <u>Commission Administration</u>. Costs of Commission administration shall be paid by the Members in equal shares, determined by dividing the total Commission administration costs by the number of Members, as provided in the Water Supply Agreement. The total Commission administration costs to be shared by the Members may be reduced by amounts paid by Customers, if any.

F. <u>Capital Costs, Debt Service and Costs of Financing</u>. With respect to the Capital Costs, the Commission may itself finance these costs from borrowed money or retained amounts from the sale of water, or it may require Members to make capital contributions and payments to

the Commission at times specified by the Board of Commissioners and in shares based on each Member's Declared Maximum Day Demand at the completion of construction. Any costs financed from borrowed money shall include Debt Service and Costs of Financing.

i. Shares of Capital Costs, Debt Service and Costs of Financing for the Commission System shall be determined based on the ratio of each Member's Declared Maximum Day Demand to the sum of all Members' Declared Maximum Day Demand at the same point in time expressed as a percentage, and other factors pertaining to water service to a Member as provided in the Water Supply Agreement.

ii. The Parties anticipate that the Capital Costs of (a) the Program will be paid through the issuance or assumption of debt by the Commission, which may include, without limitation, Bonds from various programs that are available from time to time, such as the Water Infrastructure Finance and Innovation Act (WIFIA) loan program and the State of Illinois Public Water Supply Loan Program, which may be to the maximum amount permitted by law, or through other funds available to the Commission, and (b) future extensions, expansions and improvements to the Commission System will be paid through the issuance of debt by the Commission or through other funds available to the Commission.

iii. The Commission will reimburse Joliet for Advanced Development Costs and Advanced Construction Costs advanced by Joliet and described in this Agreement. Such reimbursement shall be in the form of a credit to be applied to the total amount of Joliet's required payment of Capital Costs, Debt Service and Costs of Financing for the Program. All such Advanced Development Costs and Advanced Construction Costs will be treated as Capital Costs, Debt Service and Costs of Financing of the Commission and paid by Members (including Joliet) based on their Declared Maximum Day Demand except as provided in the Water Supply Agreement. iv. Improvements to the Commission System that only improve water service to certain Members, and that do not increase overall capacity of the Commission System, shall be paid for by those certain Members following approval by the Commission, including Capital Costs, Debt Service and Costs of Financing as well as any other related costs, such as operation and maintenance costs, that the Commission may require those certain Members to pay. The Commission will not unreasonably withhold approval of such improvements.

G. <u>Default Costs</u>. If any Member or Customer defaults on payments to the Commission, each Member shall pay a share of the amounts so in default to the Commission, as described in Section 7.2 and as further provided in the Water Supply Agreement.

H. <u>Costs for Less Than Full Water Requirements</u>. If a Member takes less than its Full
Water Requirements from the Commission in any month, its obligation shall be based on its Full
Water Requirements, unless waived by the Commission, as provided in the Water Supply
Agreement.

I. <u>Payment of Costs</u>.

i. Each Member must pay its share of the Commission Costs in the manner provided in the Water Supply Agreement. Costs in certain categories will begin to be incurred after the Water Supply Agreement is effective and prior to first delivery of water, and this payment obligation will continue, regardless of the volume of water received by the Member.

ii. Each Member is obligated to pay its share of the Commission Costs without setoff or counterclaim and irrespective of whether a supply or water is ever furnished, made available or delivered to the Member or whether any project for the supply of water, the Program or the Commission System is completed, operable, or operating and notwithstanding any suspension, interruption, interference, reduction or curtailment of the supply of water from such project, the Program or the Commission System. 7.2 Failure to Pay Costs. If one or more Members defaults or fails to pay its required share of Commission Costs, the remaining Members will be required to assume this liability and pay for all or a portion of the obligations of the defaulting Member. The Water Supply Agreement will include procedures and remedies for Member nonpayment and the calculation of default shares. The Board of Commissioners may decide to establish a reserve fund to meet Commission obligations in the event that a Member is unable to make one or more payments on time. Use by the Commission of amounts from the reserve fund for this purpose does not excuse the Member that is unable to pay from its obligation to make all required payments with interest as established in the Water Supply Agreement.

7.3 Suspension of Membership and Services for Failure to Pay. In addition to the remedies provided in the Water Supply Agreement and as otherwise provided by law for failure of a Member to pay the amounts it is required to pay pursuant to the Water Supply Agreement when and as they become due, the Commission may take the following actions:

A. The Commission may suspend the membership of any Member, including the Member's membership on the Board of Commissioners, the Technical Advisory Committee and any other committee of the Commission when that Member's share of Commission Costs due to the Commission, as determined by the Board of Commissioners, have not been paid in full as required by the Water Supply Agreement within sixty (60) days after demand by the Commission, except as otherwise provided in the Water Supply Agreement.

i. A Member under suspension shall have no power to make or second motions or to vote, nor shall it be counted for the purposes of the establishment of a quorum or the determination of the vote needed to pass or approve any matter coming before the Board of Commissioners, the Technical Advisory Committee or any other committee of the Commission. ii. A Member under suspension shall have no right to attend a closed session of the Board of Commissioners or any Commission committee unless expressly authorized by a majority of the representatives of the other Members of the Commission on such Board or committee.

iii. A Member under suspension shall no right to consent to or approve any matter otherwise requiring its consent or approval under this Agreement, the Water Supply Agreement or the Bylaws.

iv. A Member under suspension shall continue during its suspension to be responsible for its share of any unpaid Bonds, contracts, debts and obligations and other Commission Costs incurred by the Commission.

v. Upon payment of all amounts due the Commission under this Agreement, including those accrued during the suspension, a Member under suspension shall be reinstated to membership on the Board of Commissioners, the Technical Advisory Committee and any other committee of the Commission.

B. The Commission may decline to provide water and suspend or discontinue water service by the Commission to any Member whose charges have not been paid within sixty (60) days after the due date under the Water Supply Agreement. Prior to suspension or discontinuance, the Commission shall provide to the Member notice and an opportunity to be heard by the Board of Commissioners as provided in the Water Supply Agreement, and thereafter shall obtain an order of the state court with jurisdiction authorizing the suspension or discontinuance of water service to the Member.

C. The Board of Commissioners shall establish and impose a reasonable penalty charge for late payments, which charge shall be in addition to any interest due on such late payments; imposition of a penalty may be waived by the Board of Commissioners for good cause shown.

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7.4 **Growth-Related Charge.** The Commission may collect a growth-related capital charge (\$/unit or \$/PE) applicable to all new Commission water users, including without limitation to residential, commercial and industrial users, to be collected by the Commission from all users who will be provided water by each Member and applied to the share of the Capital Costs, Debt Service and Costs of Financing to be paid by the Member in whose municipal/corporate limits or service area the growth is located. "New" water users will be defined by the Board of Commissioners as to whether this category includes new construction only or also adaptive reuse or modifications of existing structures that result in an increased water use. A growth-related capital charge must be approved by a unanimous vote of the Board of Commissioners.

7.5 Mutual Cooperation in Issuance of Obligations. Each Member shall cooperate with the Commission in issuance of any Bonds under this Article, and the Commission shall cooperate with each Member in the issuance of bonds issued by the Member in accordance with Article VII of this Agreement. In such connection, each Member and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

A. Make available general and financial information about itself;

B. Consent to publication and distribution of its financial information;

C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;

D. Enter into continuing disclosure undertakings with respect to debt issues and comply with the applicable reporting requirements thereof and cooperate with all continuing disclosure requirements;

E. Make available certified copies of official proceedings;

F. Provide reasonable certifications to be used in a transcript of closing documents; and

G. Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Agreement, title to the Member's waterworks system or the Commission System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

**7.6** Limitation on Commission Liability. The Commission shall not be liable for any liability or obligation incurred by any Member except as agreed or approved by the Board of Commissioners.

## ARTICLE VIII WATER MANAGEMENT AND COMMISSION SYSTEM

# 8.1 Water Allocation.

A. Each Member must obtain and maintain an allocation of Lake Michigan water.

B. The Commission may obtain and maintain a Water Allocation for sales Lake Michigan water at Retail to the extent such sales by the Commission are authorized pursuant to this Agreement or the Water Supply Agreement.

**8.2.** Water Usage Monitoring. The Commission may monitor the water usage of each Member to ensure compliance with their respective Water Allocations and any other obligations of the Members.

# 8.3 Declared Maximum Day Demand; Water Capacity.

A. Each Member shall have a Declared Maximum Day Demand for water, which will be established when and as provided in the Water Supply Agreement.

B. No Member may exceed its Declared Maximum Day Demand, except as authorized pursuant to the Water Supply Agreement.

C. The Declared Maximum Day Demand of each of the Members may be reallocated in accordance with the Water Supply Agreement.

D. The water delivery capacity of the Commission System will be established and may be modified or expanded in accordance with the Water Supply Agreement.

**8.4** Targeted Water Delivery Date. In connection with the initial construction of the Commission System, the Parties agree to cooperate with each other to achieve delivery of Lake Michigan Water to the Charter Members by the Targeted Water Delivery Date.

## ARTICLE IX WITHDRAWAL, TERMINATION AND DISSOLUTION

# 9.1 Withdrawal.

A. <u>Only With Consent</u>. A Member may withdraw as a Member of the Commission only upon the unanimous consent of the Board of Commissioners and upon the consent of each other Member by ordinance or resolution of its corporate authorities. The Commissioner for the Member requesting withdrawal shall not vote on that Member's request for withdrawal.

B. <u>Financial Obligations Upon Withdrawal</u>. Any withdrawing Member shall be responsible for its share of any unpaid Bonds, contracts, debts and obligations of the Commission incurred prior to the date of withdrawal or removal in proportion to its respective share, and such other terms and conditions as are required for consent to withdrawal under this Section 9.1.

C. <u>Filings Required</u>. Any Member seeking to withdraw from the Commission shall file with the Secretary of the Commission a certified copy of an ordinance of the Member determining so to withdraw. Any consent to a Member's withdrawal by the Board of Commissioners or any other Member may be made only by filing with the Secretary of the Commission a certified copy of an ordinance consenting to the withdrawal. Following the filing of all such ordinances authorizing upon any Member's withdrawal from the Commission, that fact shall be submitted by the Secretary of the Commission to the Secretary of State of the State of Illinois.

# 9.2 Termination and Dissolution.

A. <u>By Mutual Agreement</u>. The Commission may be dissolved and terminated by unanimous determination of the Members and a unanimous recommendation by the Board of

Commissioners to dissolve and terminate the Commission. Each Member shall evidence its determination by adoption of an ordinance to dissolve and terminate the Commission, which ordinance must be approved by a vote of the corporate authorities of each Member.

B. <u>Filings Required</u>. Upon action having been taken to dissolve and terminate the Commission, that fact shall be submitted by the Secretary of the Commission to the Secretary of State of the State of Illinois.

C. <u>When Prohibited</u>. While and as long as any Bonds of the Commission or any other contracts or obligations of the Commission relating to the Bonds are outstanding and unpaid, the Commission shall not terminate or dissolve in whole or in part.

D. <u>Distribution of Assets</u>. Assets of the Commission remaining after dissolution shall be distributed among the Members who had participated in the Commission within one year prior to such dissolution and termination in proportion to their then-current Declared Maximum Day Demand, after any setoff with respect to the provision for payment of that Member's share of the contracts, debts and obligations of the Commission.

## ARTICLE X LEGAL RELATIONSHIPS AND REQUIREMENTS

# 10.1 Dispute Resolution.

A. <u>Negotiation</u>. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. The process in this Section 10.1 shall apply and be complied with prior to the exercise of other provisions in this Agreement pertaining to enforcement or resolution of disputes between the Parties.

B. <u>Notice and Meeting</u>. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a Party's failure to comply with this Agreement, then that Party may serve on the other Parties notice, by Certified Mail or personal service and, if desired by the Parties, may also be given by electronic communications, setting

forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within fifteen (15) days after notice of the dispute has been delivered as provided in this Subsection 10.1.B.

C. <u>Mediation</u>. If the matter remains unresolved for more than ten (10) additional days following such a conference, the Parties may mutually agree to submit the matter to non-binding mediation pursuant to the then-current Commercial Mediation Procedures of the American Arbitration Association (AAA). If so submitted, it shall be submitted jointly and the mediation shall be administered as mutually agreed by the Parties. The mediation shall be convened not more than thirty-five (35) days after the date of initial discussions between the Parties' representatives under Subsection 10.1.B and concluded not more than fifty (50) days after such date of initial discussions.

D. <u>Continuation of Terms</u>. During all negotiation proceedings and any subsequent proceedings provided for in this Section 10.1, the Commission and the Members shall continue to fulfill the terms of this Agreement to the fullest extent possible. The Parties shall continue to perform their obligations as required under this Agreement. The Parties may mutually agree to extend the time periods under this Section 10.1 in order to facilitate resolution of the dispute.

E. <u>Remedies</u>. Provided that the Parties have met their obligations under this Section 10.6, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Subsections 10.1.B and C shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

**10.2 Enforcement.** The Commission and the Parties shall have the right to enforce, in law or equity, this Agreement, the Bylaws, or any agreement among or between the Commission and any one or more Members, (a) against any Member and (b) to compel payment of rates, fees

and charges as provided in this Agreement, the Water Supply Agreement, the Bylaws or any such other agreements. If suit is necessary to compel enforcement of provisions of this Agreement, the Water Supply Agreement, the Bylaws or any such other agreement or to compel payment of rates, fees and charges of the Commission, the non-prevailing Party shall pay the prevailing Party's reasonable legal fees and costs and expenses pertaining to the suit, in such amount as determined by the court. The Parties agree to meet and confer to discuss any disputes over the terms of this Agreement, the Water Supply Agreement, the Bylaws or any such other agreements and to follow the dispute resolution process in Section 10.1 prior to filing any action for enforcement of this Agreement. This Section does not limit the rights of the Bond trustee under Section 9.8(b) of the Water Supply Agreement.

## ARTICLE XI MISCELLANOUS PROVISIONS

**11.1 Ordinance Authorizing Agreement.** Prior to executing this Agreement, this Agreement shall be approved by ordinance adopted by the corporate authorities of each Charter Member. The approval ordinance must specifically authorize and direct the execution of this Agreement on behalf of the Charter Member. Each Charter Member must deliver to the Secretary of the Commission a certified copy of the ordinance required by this Section.

**11.2 Execution; Counterparts.** Each of the Parties represents that the persons executing this Agreement on behalf of such Party is duly authorized to do so. This Agreement may be executed in multiple identical counterparts, and all of said counterparts will, individually and taken together, constitute one and the same Agreement. Any such counterpart may be signed by one or more of the Parties so long as each of the Parties has signed one or more of such counterparts.

**11.3 Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which

any of the Parties is relying in entering into this Agreement, other than the Water Supply Agreement, the Bylaws and the Program Management Agreement.

**11.4 Filing with Secretary of State.** Promptly upon this Agreement becoming effective, a copy of this Agreement shall be filed by the Secretary of the Commission with the Secretary of State of the State of Illinois.

**11.5 Amendment.** This Agreement may be amended only by written agreement of all Members. An amendment is effective only when authorized by ordinances adopted by each Member's corporate authorities, certified copies of which must be filed with the Secretary of the Commission. An amendment may be subject to limitations pertaining to any outstanding Bonds of the Commission. Upon amendment of this Agreement, the Secretary of the Commission shall promptly cause a copy of the amendment to be filed in the office of the Secretary of State of the State of Illinois.

**11.6 Cooperation of the Parties in Proceedings.** In connection with any regulatory or judicial inquiry, claim, suit, action or proceeding or other matter by or before any court or any local, state or federal governmental authority or agency including, but not limited to the Internal Revenue Service, the Securities and Exchange Commission, the United States Environmental Protection Agency (such as the WIFIA program), IDNR or Illinois Environmental Protection Agency, in connection with this Agreement or any Bonds or other debt for the Program or the Commission System (collectively, the *"Proceeding"*), the Parties shall cooperate with each other in connection with said Proceeding. Cooperation shall include, but not be limited to promptly providing all documentation, records and information relating to this Agreement, or any Bonds or other debt for the Party's performance of this Agreement, the delivery of Water by the Commission, and the delivery of Water from the Parties to their customers. However, each Party shall not be restricted from defending itself in relation to

any such Proceedings. This Section shall not apply to any Proceeding in which the Parties are making one or more claims against each other.

**11.7 Invalidity.** If any part, term, or provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction for any reason, the Parties agree to cooperate to cure any such interpretation by the court and, if possible, adopt another agreement to cure the defects causing such a holding and which shall achieve, as near as may be, the purpose and intent of this Agreement to the maximum extent possible.

**11.8 Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**11.9 Time.** Time is of the essence in the performance of this Agreement.

**11.10 Regulatory Bodies.** This Agreement will be subject to all valid rules, regulations, and laws applicable to this Agreement passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this Section will not be construed as waiving the right of any Party to challenge the validity of any such rules, regulations, or laws on any basis, including the impairment of this Agreement. The Parties through this Agreement seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois.

**11.11 Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**11.12 Non-Assignability.** The Parties agree that this Agreement shall not be assigned or transferred by any Party to another municipality or unit of government without the prior written consent of the other Parties.

**11.13 Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any

such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**11.14 Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

**11.15 No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed to create, any third-party beneficiary rights.

**11.16 Superseder.** Following approval and execution of this Agreement by all of the Parties, that certain "Preliminary Agreement Regarding Formation of a Regional Water Commission" by and among the Parties dated February 22, 2022, as amended, shall be superseded by this Agreement.

**11.17 Notice.** All notices and other communications in connection with this Agreement shall be in writing and will be deemed delivered to the addressee thereof when delivered in person, by a reputable overnight courier, or by messenger at the Party's designated address, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, at each Party's contact information as provided with its signature. A Party may change its contact information by giving notice to all other Parties pursuant to this Section.

[signatures on following pages]

**Village of Channahon,** an Illinois home rule municipal corporation

Ву:	
Its:	
Date:	
ATTEST:	
Ву:	
Its:	
Contact Party for the Village of Channah	on:
Name:	
Address:	
Telephone:	
Email:	

**City of Crest Hill,** an Illinois municipal corporation

Ву:
lts:
Date:
ATTEST:
Ву:
Its:
Contact Party for the City of Crest Hill:
Name:
Address:
Telephone:
Email:

**City of Joliet**, an Illinois home rule municipal corporation

By:	
Its:	
Date:	

ATTEST:

By:\_\_\_\_\_ Its: \_\_\_\_\_

Contact Party for the City of Joliet:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone:	
Email:	

Village of Minooka, an Illinois municipal corporation

By:		
lts:		
Date:		

ATTEST:

By:\_\_\_\_\_ Its: \_\_\_\_\_

Contact Party for the Village of Minooka:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephor	າe:		
Email:			

**Village of Romeoville,** an Illinois home rule municipal corporation

By:	
Its:	
Date:	

ATTEST:

By:\_\_\_\_\_ Its: \_\_\_\_\_

Contact Party for the Village of Romeoville:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone:	
Email:	

**Village of Shorewood**, an Illinois home rule municipal corporation

By:	
lts:	
Date:	

ATTEST:

By:\_\_\_\_\_ Its: \_\_\_\_\_

Contact Party for the Village of Shorewood:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone:	
Email:	

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