

7/26/17

RESOLUTION NO. R-2017-13

**RESOLUTION APPROVING
THE REIMBURSEMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE UNION PACIFIC RAILROAD COMPANY
FOR THE WATER MAIN REPLACEMENT AND EXTENSION PROJECT
AT THE UNION PACIFIC RAILROAD TRACKS**

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to enter into an agreement titled "REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE UNION PACIFIC RAILROAD COMPANY FOR THE WATER MAIN REPLACEMENT AND EXTENSION PROJECT AT THE UNION PACIFIC RAILROAD TRACKS" (the "Reimbursement Agreement"), a copy of which is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the enclosed Reimbursement Agreement relates to certain Village water main infrastructure work (i.e., replacement and/or extension of water main lines and casings that the water main lines sit inside) that needs to be completed as part of the Union Pacific Railroad's construction of the "Third Rail" Project (the "UPRR Project"). The Village is obligated to pay for this infrastructure work because of the cost shifting provisions contained in one or more right-of-way license agreement(s) that it has entered into with the UPRR. Due to the significant potential cost of this work, the Village's funding limitations and the timing of the UPRR Project, the UPRR has offered to pay for the Village's infrastructure work under the terms of the enclosed Reimbursement Agreement, which provides the Village with a five (5) year repayment plan for the actual incurred construction costs associated with the Village's infrastructure work that needs to be performed during the UPRR Project. The costs of the Village's infrastructure work will have to be paid from the General Fund or other available funds, but cannot be paid with TIF District Funds because the area of the Village's infrastructure work is located outside the Village's existing TIF Districts; and

WHEREAS, the estimated construction costs of the Village infrastructure work to be performed in conjunction with the UPRR Project are estimated to be One Million Dollars (\$1,000,000.00); and

WHEREAS, the President and Board of Trustees of the Village of Maywood have already approved an engineering services agreement with Edwin Hancock Engineering Company, the Village Engineer, to perform design engineering and construction services for the Village's infrastructure work; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Reimbursement Agreement (Exhibit "1") and to approve the expenditure of its General Funds and/or such other available, lawful funds to pay for the Village's reimbursement obligations to the UPRR under the Reimbursement Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and finds that entering into this Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood approve of the Agreement entitled "REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE UNION PACIFIC RAILROAD COMPANY FOR THE WATER MAIN REPLACEMENT AND EXTENSION PROJECT AT THE UNION PACIFIC RAILROAD TRACKS," a copy of which is attached hereto as Exhibit "1" and made a part hereof, for the purposes of entering into a five (5) year repayment plan with the UPRR to repay the UPRR for the actual, incurred construction costs associated with the Village's infrastructure work that needs to be performed during the UPRR Project. The President and Board of Trustees of the Village of Maywood also agree to appropriate and authorize the expenditure of the necessary sums from the Village's General Funds and/or such other available, lawful funds for the purpose of paying the Village's annual payment obligations under the Reimbursement Agreement. Further, the President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED this 21st day of February, 2017, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

NAYS: None

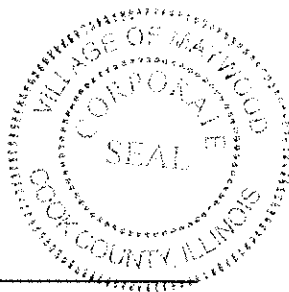
ABSENT: Trustee H. Yarbrough, Sr.

APPROVED this 23rd day of February, 2017, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

ATTEST:



Village Clerk



Village President

Exhibit "1"

**REIMBURSEMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE UNION PACIFIC RAILROAD COMPANY
FOR THE WATER MAIN REPLACEMENT AND EXTENSION PROJECT
AT THE UNION PACIFIC RAILROAD TRACKS**

(attached)

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT ("Agreement") is dated this _____ day of _____, 2017 ("Effective Date"), by and between VILLAGE OF MAYWOOD, an Illinois home rule municipal corporation ("Utility"), having a mailing address at 40 Madison Street, Maywood, Illinois 60153, and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR"), having a mailing address at 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179.

RECITALS:

A. Six (6) underground water pipelines owned by Utility (individually, a "Pipeline" or collectively, "Pipelines") located at various locations on UPRR property in the Village of Maywood on UPRR's Geneva Subdivision in Cook County, State of Illinois, must be protected or, if necessary, removed or abandoned in place and a new line installed ("Work") to accommodate a project by UPRR to expand the capacity of its freight railroad. The size and approximate location of each of the Pipelines are described below:

Pipeline Size	Crossing Location	Nearest UPRR Milepost
10"	1 st Avenue	10.20
10"	1 st Avenue	10.20
12"	5 th Avenue	10.57
12"	6 th Avenue	10.63
6"	9 th Avenue	10.76
20"	9 th Avenue	10.76

B. Utility and UPRR agree that none of the Pipelines are documented by agreements between Utility and UPRR that govern Utility's operation, maintenance, modification, protection, relocation, repair or removal of the Pipelines at the Site, and Utility agrees it is responsible for the cost and expenses related to the Work.

C. In order to ensure expedited completion of the Work, UPRR has agreed to fund and perform, or have UPRR contractor(s) perform the Work, subject to reimbursement by Utility pursuant to the terms and conditions of this Agreement.- Following UPRR's completion of the Work, Utility agrees to execute a separate license agreement for each of the modified Pipelines.

AGREEMENT:

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows.

1. **Project.** Utility shall provide its plans and specifications for the Work on the Pipelines ("Plans") to UPRR by no later than February 28, 2017. If deemed necessary, in UPRR's sole discretion, Utility shall revise the Plans as needed to respond to any comments by UPRR on such Plans. UPRR shall then perform a physical inspection of the Pipelines, and Utility hereby grants UPRR the right to perform such physical inspection, to determine the scope of the modification(s) (e.g.,

protection, relocation or complete replacement) to be performed on each of the Pipelines to bring the Pipelines into compliance with UPRR's standards, specifications, and guidelines for pipelines located on UPRR's property ("Pre-Work Diligence"). -UPRR will then communicate the results of the

Pre-Work Diligence to Utility, which will be the basis for UPRR's performance of the Work in compliance with the Plans. Utility then hereby grants UPRR the right to perform the Work on the Pipelines.- For purposes of clarity, Utility agrees that the Plans will not include any increase to the existing capacity or design of the Pipelines, unless agreed to in writing by UPRR.- For purposes of this _____ Agreement, _____ UPRR's (i) performance of the Pre-Work Diligence, (ii) review and edit, if necessary, of the Plans, and (iii) performance and completion of the Work, will be collectively referred to as the "Project". Utility may, upon request and at Utility's expense, inspect the Work performed by UPRR on the Project; PROVIDED, HOWEVER, that Utility acknowledges that the necessity of any adjustments or modifications suggested by Utility will be determined in the sole discretion of UPRR. Notwithstanding anything to the contrary contained herein, UPRR's performance of the Work in accordance with the Plans is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that the Plans comply with any applicable codes or requirements or that the Pipelines are adequate for the purpose for which they were designed or installed. Further, the neither UPRR nor its contractor(s) makes no warranty whatsoever with respect to the Work performed on the Pipelines. -The UPRR's contractor(s) shall provide to the Utility its/their industry standard warranties with respect to the Work performed on the Pipelines and shall deliver to the Utility all manufacturers' warranties for all installed pipes and related components, and the Work shall be performed by the contractor(s) in accordance with all applicable laws, codes and regulations and manufacturers' specifications. Immediately upon UPRR's completion of the Work, Utility shall be fully responsible for any and all further maintenance, repair, renewal, relocation, or removal of the Pipelines.- UPRR's performance of the Work on the Pipelines shall constitute completion of UPRR's responsibilities with respect to the Pipelines, and Utility, its successors and assigns, hereby releases, acquits and forever discharge UPRR, its successors and assigns, from any and all claims, demands, causes of action, losses, liabilities, expenses, obligations, and rights of action (direct or derivative) of whatever kind or nature liquidated or unliquidated, known or unknown, whether fixed or contingent, which have accrued or may ever accrue, whether in law or in equity whether presently existing or hereinafter arising, in connection with or arising out of the Project.

2. Project Costs. Upon completion of the Project or upon UPRR's termination of this Agreement, Utility shall reimburse UPRR for all Project Costs actually incurred and documented by UPRR for the Project. For purposes of this Agreement, "Project Costs" are defined as costs of design review, flagging or special protective or safety measures, labor, materials, surveys, permits, equipment and machinery employed on the Project. So far as practicable, Separate, detailed records shall be prepared and maintained by UPRR on all items and accounts which shall constitute the basis of information from which one or more the invoices will be prepared that reflect the total amount of the Project Costs. The UPRR shall provide the Utility with true and accurate copies of the invoice(s) and supporting records as they are finalized. -The total cost of the Project is estimated to be One Million Dollars (\$1,000,000.00) ("Estimated Cost"). -UPRR agrees to provide written notice to Utility when UPRR becomes aware that Project Costs may or will exceed the estimate by more than ten percent (10%) of the Estimated Cost.
3. Reimbursement; Payment Schedule. Utility shall reimburse UPRR for all Project Costs, as set forth in this Agreement.

- a. Payment Schedule. Upon substantial completion of the Project or the earlier termination of this Agreement, as applicable, UPRR shall have ninety (90) days to prepare a final invoice covering all Project Costs incurred by UPRR for the Project and submit the same to Utility. Within one (1) year of the Effective Date of this Agreement, Utility shall make its initial payment ("Initial Payment") in an amount equal to at least twenty percent (20%) of the final Project Costs (if final Project Costs are not then available, such payment shall be equal to 20% of the Estimated Cost, or \$200,000.00).- Thereafter, each successive payment will be on an annual basis, due by the anniversary of the date of the Initial Payment for each year for the next four (4) calendar years, and be equal to twenty percent (20%) of the final Project Costs.— Notwithstanding anything to the contrary contained in the foregoing, the entire unpaid balance of Project Costs shall be included in the final annual installment payment by Utility. For example purposes only, if the Effective Date of this Agreement is February 1, 2017 and the Project Costs equal the Estimated Cost, then Utility's Initial Payment of \$200,000.00 will be due by February 1, 2018. Utility would then be required to make payments of \$200,000.00 by February 1, 2019, February 1, 2020, February 1, 2021, and February 1, 2022, respectively.
- b. Prepayment. Utility shall have the right to prepay all or any part of the unpaid balance due to UPRR at any time without penalty.
4. Agreement; Modification. This Agreement is the only understanding by and between Utility and UPRR pertaining to the Project, and stand independent of any other agreements between the parties and/or their affiliates. This Agreement may only be modified in writing executed by both Utility and UPRR.
5. Termination. UPRR may terminate this Agreement upon thirty (30) days prior written notice to Utility. In the event of such termination, Utility shall pay UPRR for all Project Costs incurred by UPRR as of the date of termination, subject to the requirements and limitations set forth in Section 2 and Section 3.
6. Applicable Law. This Agreement shall governed and controlled as to the validity, enforceability, interpretation, construction, effect in all other respects, including but not limited to, the legality of interest charged hereunder, by the statutory, laws and decisions of State of Nebraska. The laws of the State of Nebraska shall apply in all respects to matters related to the enforcement of this Agreement.
7. Execution of License Agreements; Quitclaim of Interest. Upon UPRR's completion of the Work, Utility and UPRR shall execute a separate Pipeline Crossing Agreement ("License Agreement") for each modified Pipeline, which will be done on UPRR's then-current form of License Agreement in effect at the time the Work is completed.— The current form of License Agreement as of the Effective Date of this Agreement is attached hereto as Exhibit A and made a part hereof. Following UPRR's performance and completion of the Work, and to the extent UPRR's modification work requires any of the Pipelines be moved to a location different than that Pipeline's location as set forth on the Plans ("Original Pipeline Location"), then Utility shall quitclaim to UPRR any and all interest in and to any real property outside of the Original Pipeline Location required for the modified Pipelines.— UPRR and Utility agree to execute any and all documents required to effectuate such quitclaim of interest.

8. Severability. Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remaining terms and provisions hereinabove set forth.
9. Force Majeure. If either party shall be prevented or delayed from punctually performing any obligations or satisfying any conditions under this Agreement by reason of any act of God, enemy action, strikes, lockouts, insurrection, sabotage, fire or other casualty, then the time to perform such obligation or satisfy such condition shall, upon notice given by the affected party as set forth below, be extended on a day-to-day basis for the period of the delay caused by such event. The party affected by the force majeure event shall promptly give written notice of the event or circumstance to the other party, but in no event later than five (5) business days after the affected party has knowledge of the event or circumstance, specifying the nature of the delay, and the probable extent of the delay, if determinable. If such notice is duly given, the time for performance hereunder shall be extended for such period of delay as may be both reasonable and necessary due to said event, unless the other party disputes the claim of force majeure. This paragraph shall not apply to the inability to pay any sum of money due hereunder or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose.
10. Waivers. Utility waives presentment for payment, demand, protest, notice of non-payment, protest of non-payment and consent to any and all renewals, extensions or modifications which might be made by UPRR as to the time of payment under this Agreement, from time to time.
11. Binding Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
12. No Third Party Beneficiary. This Agreement is made and acquired solely for the benefit of UPRR and Utility, and their respective successors and permitted assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
13. Authority. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.
14. Waiver of Jury Trial. THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR ANY INSTRUMENT, OR ANY OTHER RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY

RESPECT OR RELINQUISHED BY ANY PARTY HERETO, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

15. Records; Audit. The UPRR shall maintain records relative to all of the Work performed in regard to the Utility's Pipelines and records in regard to the payment to contractor(s) and supplier(s) for such Work, and shall permit Utility to inspect and audit all such records upon written request. The records shall include all invoices, billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Work in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon written request by Utility, the records shall promptly be made available to Utility or its auditors during normal business hours during the term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the UPRR to Utility at a reasonable per page photocopy expense or in an electronic or digital format at no charge.

16. _____

14. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other Parties, upon request, their records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Utility to any FOIA request, the UPRR agrees to provide all requested records within five (5) business days of a request being made by Utility. In regard to any FOIA request for records, the Utility and UPRR agree to cooperate in asserting any proper exemptions available under FOIA.

17. Compliance with Laws. The UPRR, and its employees, contractor(s) ~~sub-consultants and sub-contractors~~, shall comply with any and all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago, the Village of Maywood. In the event that the UPRR, or its employees, contractor(s) ~~sub-consultants and sub-contractors~~, in performing the Work are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the UPRR shall indemnify and hold the

Utility harmless, and pay all amounts determined to be due from the Utility for such non-compliance by the UPRR, including, but not limited to fines, costs, attorneys' fees and penalties.

18. Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the UPRR agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).
19. Preference To Veterans Act Compliance. The UPRR will comply with the Preference to Veterans Act (330 ILCS 55).
20. Patriot Act Compliance. The UPRR represents and warrants to the Utility that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The UPRR further represents and warrants to the Utility that the UPRR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The UPRR agrees to defend, indemnify and hold harmless the Utility, its corporate authorities, and all elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
21. The Parties to this Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
 - a. Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

b. **Non-Discrimination.** Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750, Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160).

c. _____

No Collusion. The UPRR represents and certifies that the UPRR is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village of Maywood, unless the UPRR is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The UPRR represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Utility prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the UPRR has, in procuring this Agreement, colluded with any other person, firm or corporation, then the UPRR shall be liable to the Village of Maywood for any loss or damage that the Village of Maywood may suffer, and this Agreement shall, at Maywood's option, be null and void.

d. Conflict of Interest.

(a) The UPRR represents and certifies that, to the best of its knowledge: (1) no Utility employee or agent is interested in the business of the UPRR or this Agreement; (2) as of the date of this Agreement, neither the UPRR nor any person employed or associated with the UPRR has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the UPRR nor any person employed by or associated with the UPRR shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF MAYWOOD,
| an Illinois home rule municipal corporation

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

**UPRR'S FORM OF PIPELINE CROSSING AGREEMENT
CURRENT AS OF _____
TO BE ATTACHED**

