



Rep. Monique D. Davis

Filed: 3/24/2010

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LRB096 15067 JDS 39632 a

1 AMENDMENT TO HOUSE BILL 4664

2 AMENDMENT NO. _____. Amend House Bill 4664, AS AMENDED, by
3 replacing everything after the enacting clause with the
4 following:

5 "Section 1. Short title. This Act may be cited as the
6 Southern Cook County Intergovernmental Cooperation Waste
7 Disposal and Energy Act.

8 Section 5. Findings. The General Assembly finds that there
9 is a need to promote the use of renewable energy resources, the
10 availability of waste disposal facilities, including
11 facilities designed to convert waste to energy, and employment
12 in the construction and operation of those facilities. The
13 General Assembly further finds that a means of meeting that
14 need is to authorize certain governmental units to join
15 together to acquire and construct facilities for those
16 purposes.

1 Section 10. Definitions. For the purposes of this Act:

2 "Agency" means the joint action agency organized and
3 operating under this Act.

4 "Applicable law" means any provision of law, including this
5 Act, authorizing governmental units to issue bonds as the term
6 is defined in the Local Government Debt Reform Act.

7 "Board" means the board of directors of the Agency
8 organized under this Act.

9 "Bonds" means bonds as that term is defined in the Local
10 Government Debt Reform Act issued by the Agency payable from
11 one or more of the Agency's enterprise revenues and other
12 sources as the Agency may lawfully pledge, which sources may
13 include governmental unit bonds or proceeds or payments to be
14 made pursuant to an intergovernmental agreement.

15 "Enterprise revenues" means the revenues of a utility or
16 revenue producing enterprise of the Agency.

17 "Governing body" means the legislative body, council,
18 board, commission, trustees, or any other body, by whatever
19 name it is known, having charge of the corporate affairs of a
20 governmental unit.

21 "Governmental unit" means a county, township,
22 municipality, municipal corporation, unit of local government,
23 school district, public university, special district, public
24 corporation, or body corporate and politic, and all other local
25 governmental agencies, including any entity created by

1 intergovernmental agreement among any of the foregoing
2 governmental units, but does not include any office, officer,
3 department, division, bureau, board, commission, or similar
4 agency of the State.

5 "Governmental unit bond" means any bond as such term is
6 defined in the Local Government Debt Reform Act authorized or
7 issued by or on behalf of a governmental unit under applicable
8 law.

9 "Intergovernmental agreement" means the agreement by which
10 the Agency is formed by the designated governmental units
11 pursuant to this Act.

12 "Members" means the governmental units joining pursuant to
13 intergovernmental agreement to organize the Agency under this
14 Act.

15 "Municipal waste" has the same meaning as in Section 3.290
16 of the Environmental Protection Act.

17 "Project" means such land or rights in land within the
18 territorial limits of Blue Island, Illinois, or within 5 miles
19 of such territorial limits, and within such limits, any plant,
20 works, system, facility, machinery, intellectual property, or
21 other real or personal property of any nature whatsoever,
22 together with all parts thereof and appurtenances thereto, used
23 or useful in the collection, transportation, transfer,
24 storage, disposal, processing, treatment, recovery, and re-use
25 of municipal waste, used tires, and waste tires, or in the
26 generation, production, distribution, transmission, purchase,

1 sale, exchange, or interchange of electrical energy derived
2 from renewable energy resources or converting waste to energy
3 sources, and in the acquisition, extraction, conversion,
4 transportation, storage, or reprocessing of ancillary fuel of
5 any kind for any such purposes, or any interest in, or right to
6 the use, services, output, or capacity of any such plant,
7 works, system, or facilities; provided, however, the project
8 shall not include a combustion process to incinerate municipal
9 waste, used tires, or waste tires and provided that used tires
10 and waste tires shall be used in accordance with Section 53 of
11 the Environmental Protection Act.

12 "Resolution" means a resolution or ordinance, as may be
13 applicable, duly adopted by a governing body.

14 "Used tires" has the same meaning as in Section 54.13 of
15 the Environmental Protection Act.

16 "Waste tires" has the same meaning as in Section 54.16 of
17 the Environmental Protection Act.

18 Section 15. Powers supplemental. The provisions of this Act
19 are intended to be supplemental and in addition to all other
20 powers or authorities granted to any governmental unit, shall
21 be construed liberally, and shall not be construed as a
22 limitation of any power or authority otherwise granted.

23 Section 20. Actions by resolution. All actions to be taken
24 by a governmental unit or the Agency pursuant to this Act shall

1 be fully effective if taken by resolution, but may also be
2 taken, at the discretion of a governing body, by ordinance.

3 Section 25. Agency status. The Agency as organized under
4 this Act shall be a unit of local government of the State and a
5 body politic and corporate.

6 Section 30. Organization. Any 2 or more of the governmental
7 units named or described as follows: (a) the municipalities of
8 Blue Island, Calumet Park, Alsip, Robbins, Midlothian, and
9 Posen and (b) any municipality expressly invited by the
10 municipality of Blue Island and all or a portion of which is in
11 Cook County and any portion of which is within 5 miles of the
12 territorial limits of Blue Island, whether contiguous or
13 noncontiguous, may form the Agency authorized by this Act by
14 the execution of an intergovernmental agreement authorized by
15 resolution adopted by the governing body of each governmental
16 unit that elects to join the Agency for the purposes of
17 investigating the desirability of and necessity for providing
18 the Project and to develop the Project. The intergovernmental
19 agreement shall state or may state, as applicable, all of the
20 following:

21 (1) the name of the Agency and the date of its
22 establishment, which may be by reference to a date or the
23 dates of the resolutions adopted by the governing bodies,
24 and the duration of its existence, which may be perpetual;

1 (2) the names of the governmental units, from those
2 permitted to join as provided in this Act, that have
3 adopted the intergovernmental agreement and constitute the
4 initial members;

5 (3) the names and addresses of the persons initially
6 appointed in the resolutions adopting the
7 intergovernmental agreement to serve as initial directors
8 on the board and provision for the organizational meeting
9 of the Agency;

10 (4) provision for the terms of office of the directors
11 and for alternate directors, if so provided, but those
12 directors and alternate directors shall always be selected
13 and vacancies in their offices declared and filled by
14 resolutions adopted by the governing body of the respective
15 governmental units;

16 (5) if so provided, provision for weighted voting among
17 the governmental units or by the directors;

18 (6) the location by city, village, or incorporated town
19 in the State of the principal office of the Agency;

20 (7) provision for amendment of the intergovernmental
21 agreement;

22 (8) if so provided, initial funding for the Agency,
23 which may include binding agreements of the governmental
24 units to provide money or to issue governmental unit bonds
25 for the benefit of the Agency, in connection with the
26 Project;

1 (9) provisions for the disposition, division, or
2 distribution of obligations, property, and assets of the
3 Agency upon dissolution; and

4 (10) any other provisions for regulating the business
5 of the Agency or the conduct of its affairs consistent with
6 this Act.

7 Section 35. Officers; board; bylaws.

8 (a) At the organizational meeting of the board, the
9 directors shall elect from their members a presiding officer to
10 preside over the meetings of the board and an alternate
11 presiding officer and may elect an executive board. The board
12 shall determine and designate in the Agency's bylaws the titles
13 for the presiding officers. The directors shall also elect a
14 secretary and treasurer, who need not be directors. The board
15 may select other officers, employees, and agents as deemed to
16 be necessary, who need not be directors or residents of any of
17 the governmental units that are members. The board may
18 designate appropriate titles for all other officers,
19 employees, and agents. All persons selected by the board shall
20 hold their respective offices at the pleasure of the board and
21 give bond as may be required by the board.

22 (b) The board is the corporate authority of the Agency and
23 shall exercise all the powers and manage and control all of the
24 affairs and property of the Agency. The board shall have full
25 power to pass all necessary resolutions, rules, and regulations

1 for the proper management and conduct of the business of the
2 Agency and for carrying into effect the objects for which the
3 Agency was established. The board shall have not less than one
4 meeting each year for the election of officers and the
5 transaction of any other business. Unless otherwise provided by
6 this Act, the intergovernmental agreement, or the bylaws, an
7 act of the majority of the directors present at a meeting at
8 which a quorum is present is the act of the board.

9 (c) The board shall adopt bylaws that may include, without
10 limitation, the following provisions:

11 (1) the rights and obligations of members, consistent
12 with the intergovernmental agreement and this Act;

13 (2) if not governed in the intergovernmental
14 agreement, then the manner of adding new members, from
15 those permitted to join as provided in this Act, and the
16 rights and obligations of such members;

17 (3) the time, place, and date of the regular meeting or
18 meetings and the procedures for calling special meetings of
19 the board;

20 (4) procedural rules;

21 (5) the composition, powers, and responsibilities of
22 any committee or executive board;

23 (6) the criteria as called for in subsection (u) of
24 Section 55 of this Act; and

25 (7) other rules or provisions for regulating the
26 affairs of the Agency as the board shall determine to be

1 advisable.

2 Section 40. Filing. Within 3 months after the
3 organizational meeting, the board shall cause a certified copy
4 of the intergovernmental agreement to be filed with the
5 Secretary of State. The Secretary of State shall accept the
6 filing and issue a certificate of approval over his or her
7 signature and the Great Seal of the State.

8 Section 45. Place of business. The Agency shall maintain an
9 office in the State to be known as its principal office. If the
10 Agency desires to change the location of that office, then it
11 shall file with the Secretary of State a certificate of change
12 of location, stating the new address and the effective date of
13 change. Meetings of the board may be held at any place within
14 the State, designated by the board, after notice.

15 Section 50. Lawful expense of governmental unit. Each
16 member shall have full power and authority to appropriate money
17 from its general or corporate fund, by whatever name known, for
18 the payment of the expenses of the Agency and of its
19 representative in exercising its functions as a member of the
20 Agency. Each member shall have full power and authority,
21 subject to the provisions of applicable law, to agree to the
22 issuance and delivery of governmental unit bonds to aid the
23 Agency.

1 Section 55. Powers and duties.

2 (a) The Agency shall have all the powers and duties
3 enumerated in this Section in furtherance of the purposes of
4 this Act. In the exercise of those powers and duties it shall
5 be deemed to be performing an essential governmental function
6 and exercising a part of the sovereign powers of the State,
7 separate and distinct from member governmental units and shall
8 have the privileges, immunities, and rights of a public body
9 politic and corporate, municipal corporation, and unit of local
10 government, but shall not have taxing power. All powers of the
11 Agency shall be exercised by its board unless otherwise
12 provided by the bylaws.

13 (b) The Agency may plan, finance, acquire, construct,
14 reconstruct, own, lease, operate, maintain, repair, improve,
15 extend, or otherwise participate in, individually or jointly,
16 with other persons or other entities of any type, the Project,
17 as proposed, existing, or under construction, acquire any
18 interest in or any right to products and services of the
19 Project, purchase, own, sell, dispose of, or otherwise
20 participate in securities issued in connection with the
21 financing of the Project or any portion thereof, and may act as
22 agent, or designate one or more persons, public agencies, or
23 other entities of any type, whether or not participating in the
24 Project, to act as its agent, in connection with the planning,
25 financing, acquisition, construction, reconstruction,

1 ownership, lease, operation, maintenance, repair, extension,
2 or improvement of the Project.

3 (c) The Agency may investigate the desirability of and
4 necessity for the Project and may make studies, surveys, and
5 estimates as may be necessary to determine the feasibility and
6 cost of the Project.

7 (d) The Agency may cooperate with other persons, public
8 agencies, or other entities of any type in the development of
9 the Project.

10 (e) The Agency may apply for consents, authorizations, or
11 approvals required for the Project within its powers and take
12 all actions necessary to comply with the required conditions.

13 (f) The Agency may perform any act authorized by this Act
14 through, or by means of, its officers, agents, or employees or
15 by contract with others, including, without limitation, the
16 employment of engineers, architects, attorneys, appraisers,
17 financial advisors, and other consultants and employees as may
18 be required in the judgment of the Agency, and fix, and pay
19 their compensation from funds available to the Agency. The
20 Agency may create subsidiary entities, such as corporations, to
21 aid in the conduct of its business in connection with the
22 Project.

23 (g) The Agency may, individually or jointly with other
24 persons, public agencies, or other entities of any type,
25 acquire, hold, use, and dispose of income, revenues, funds, and
26 money in connection with the Project.

1 (h) The Agency may, individually or jointly with other
2 persons, public agencies, or other entities of any type,
3 acquire, own, hire, use, operate, and dispose of personal
4 property and any interest therein in connection with the
5 Project.

6 (i) The Agency may, individually or jointly with other
7 persons, public agencies, or other entities of any type,
8 acquire, own, use, lease as lessor or lessee, operate and
9 dispose of real property and interests in real property in
10 connection with the Project.

11 (j) The Agency may grant the use by franchise, lease, or
12 otherwise and make charges for the use of any property or
13 facility owned or controlled by it.

14 (k) The Agency may borrow money and issue negotiable bonds,
15 secured or unsecured, in accordance with this Act.

16 (l) The Agency may invest money of the Agency not required
17 for immediate use, including proceeds from the sale of any
18 bonds, in such obligations, securities, and other investments
19 as authorized by the provisions of the Public Funds Investment
20 Act.

21 (m) Subject to the limitations provided in this Section,
22 the Agency may exercise the power of eminent domain in the
23 manner provided in the Eminent Domain Act in connection with
24 the Project and within the designated territorial limit of the
25 Project. Any acquisition of the Agency by eminent domain is
26 limited in that it shall not be exercised, under any

1 circumstances, in the taking of any property, real or personal,
2 of a public agency, corporation, company, limited liability
3 company, or other entity of any type, including an electric
4 cooperative, as defined in Section 3.4 of the Electric Supplier
5 Act, that owns, operates or controls any plant, building, land,
6 or equipment for or that is used or useful in the generation,
7 transmission, or distribution of electric power and energy in
8 connection with the furnishing thereof for sale or resale.

9 (n) Within the designated territorial limit, the Agency may
10 determine the location and character of, and all other matters
11 in connection with the Project.

12 (o) The Agency may contract with any persons, public
13 agencies, or other entities of any type for the planning,
14 development, construction, or operation of the Project or for
15 the sale, transmission, or distribution of the products and
16 services of the Project, or for any interest in the products or
17 services or any right to such products and services, on terms
18 and for a period not in excess of 50 years of time as its board
19 shall determine.

20 (p) The Agency may enter into any contract or agreement
21 necessary, appropriate or incidental to the effectuation of its
22 lawful purposes in connection with the Project and the exercise
23 of the powers granted by this Act with respect to the Project
24 for a period not in excess of 50 years in time, including,
25 without limitation, contracts or agreements for the receipt and
26 disposal of municipal waste, used tires, or waste tires under

1 this Act and the purchase, sale, exchange, interchange,
2 wheeling, pooling, transmission, distribution, or storage of
3 electrical energy and fuel of any kind for any purposes in
4 connection with the Project, within and outside of the State,
5 in amounts as it shall determine to be necessary and
6 appropriate to make the most effective use of the Project and
7 to meet its responsibilities, on terms and for such period of
8 time as its board determines. Any contract or agreement may
9 include provisions for requirements purchases, restraints on
10 resale or other dealings, exclusive dealing, pricing,
11 territorial division, and other conduct or arrangements that
12 may have an anti-competitive effect. Subject to the exception
13 that the Agency shall not be subject in any manner to the
14 jurisdiction of the Illinois Commerce Commission, the Agency
15 shall comply with all laws, regulations, and rules applicable
16 to generators of electricity or Alternate Retail Suppliers, as
17 applicable, in the production, inter-connection, transmission,
18 distribution, or sale, at wholesale or retail, of electric
19 energy produced by the Project.

20 (q) The Agency may procure insurance against any losses in
21 connection with its property, operations, or assets in such
22 amounts and from such insurers as it deems desirable, or may
23 self-insure or enter into pooled insurance arrangements with
24 other governmental units against those losses.

25 (r) The Agency may contract for and accept any gifts or
26 grants or loans of funds or property or financial or other aid

1 in any form from any source and may comply, subject to the
2 provisions of this Act, with the terms and conditions of the
3 contract.

4 (s) The Agency may mortgage, pledge, and grant a security
5 interest in any or all of its real and personal property to
6 secure the payment of its bonds or contracts.

7 (t) That part of the Project owned by the Agency shall be
8 exempt from property taxes. The Agency shall, in lieu of
9 property taxes, pay to any governmental unit authorized to levy
10 property taxes the amount that would be assessed as taxes on
11 real property of the Project if such property were otherwise
12 subject to valuation and assessment for distribution to such
13 governmental units. Payments in lieu of taxes shall be due and
14 shall bear interest if unpaid, as in the cases of and on the
15 same schedule as taxes on other property. The assessment of the
16 amount to be paid shall be on the same schedule as taxes on
17 other property. Payments in lieu of taxes made under this Act
18 shall be treated in the same manner as taxes for purposes of
19 all procedural and substantive provisions of law, except that
20 no lien may be placed upon such property to enforce the payment
21 of those taxes. The remedy for such payment shall be limited to
22 mandamus or other civil action requesting an order directing
23 the Agency to pay those taxes and interest, if any.

24 (u) The Agency shall not be subject to any taxes of the
25 State based on or measured by income, receipts, or revenue. The
26 Agency shall allocate 2% of the total net enterprise revenues,

1 calculated in accordance with generally accepted accounting
2 principles for municipal enterprise funds, and not including
3 any revenues or receipts not derived from the enterprise, for
4 secular purposes to one or more of a public or private
5 not-for-profit elementary or secondary school, college,
6 university, or technical, vocational, or trade school to be
7 named from time to time by the board located in the
8 governmental unit or units that comprise the Agency. The board
9 shall distribute the stated revenues to the recipients
10 according to criteria as may be established in the Agency's
11 bylaws.

12 (v) The Agency may adopt a corporate seal, and may sue and
13 be sued.

14 (w) The Agency may exercise all other powers not
15 inconsistent with the Constitution of the State of Illinois or
16 the United States Constitution that may be reasonably necessary
17 or appropriate for or incidental to effectuate its authorized
18 purposes or to the exercise of any of the powers enumerated in
19 this Act.

20 Section 60. Bonds. The Agency may issue bonds pursuant to
21 applicable law and the following provisions:

22 (1) The Agency may from time to time issue its bonds in
23 such principal amounts as the Agency shall deem necessary
24 to provide sufficient funds to carry out any of its
25 corporate purposes and powers, including, without

1 limitation, the acquisition, construction, or termination
2 of the Project to be owned or leased, as lessor or lessee,
3 by the Agency, or the acquisition of any interest therein
4 or any right to the products or services thereof, the
5 funding or refunding of the principal of, redemption
6 premium, if any, and interest on, any bonds issued by it
7 whether or not the bonds or interest to be funded or
8 refunded have or have not become due, the payment of
9 engineering, legal and other expenses, together with
10 interest for a period of 3 years or to a date one year
11 subsequent to the estimated date of completion of the
12 project, whichever period is longer, the establishment or
13 increase of reserves to secure or to pay these bonds or
14 interest, the providing of working capital and the payment
15 of all other costs or expenses of the Agency incident to
16 and necessary or convenient to carry out its corporate
17 purposes and powers.

18 (2) Every issue of bonds of the Agency shall be payable
19 out of the revenues or funds available to the Agency,
20 subject to any agreements with the holders of particular
21 bonds pledging any particular revenues or funds. The Agency
22 may issue those types of bonds as it may determine,
23 including bonds as to which the principal and interest are
24 payable exclusively from the revenues from one or more
25 parts of the Project, or from an interest or a right to the
26 products and services thereof, or from one or more revenue

1 producing contracts made by the Agency, or its revenues
2 generally. Any bonds may be additionally secured by a
3 pledge of any grant, subsidy, or contribution from any
4 source or a pledge of any income or revenues, funds, or
5 moneys of the Agency from any source whatsoever.

6 (3) All bonds of the Agency shall have all the
7 qualities of negotiable instruments under the laws of this
8 State.

9 (4) Bonds of the Agency shall be authorized by
10 resolution of its board and may be issued under a
11 resolution or under a trust indenture or other security
12 agreement, in one or more series, and shall bear such date
13 or dates, mature at such time or times within the estimated
14 period of usefulness of the Project or portion thereof
15 involved and in any event not more than 40 years after the
16 date thereof, bear interest at such rate or rates without
17 regard to any limitation in any other law, be in those
18 denominations, be in a form, either coupon or registered,
19 carry the conversion, registration, and exchange
20 privileges, have a rank or priority, be executed in such
21 manner, be payable in a medium of payment at such place or
22 places within or outside of the State, be subject to the
23 terms of redemption with or without premium, and contain or
24 be subject to other terms as the resolution, trust
25 indenture, or other security agreement may provide, and
26 shall not be restricted by the provisions of any other law

1 limiting the amounts, maturities, interest rates, or other
2 terms of obligations of units of local government or
3 private parties. The bonds shall be sold in such manner and
4 at prices as the board shall determine, at private or
5 public sale.

6 (5) Bonds of the Agency may be issued under the
7 provisions of this Act without obtaining the consent of any
8 department, division, commission, board, bureau, or agency
9 of the State or of any member, except as may be limited in
10 an intergovernmental agreement, and without any other
11 proceeding or the happening of any other condition or
12 occurrence except as specifically required by this Act.

13 (6) The resolution, trust indenture, or other security
14 agreement under which any bonds are issued shall constitute
15 a contract with the holders of the bonds and may contain
16 provisions, among others, prescribing any of the
17 following:

18 (A) the terms and provisions of the bonds;

19 (B) the mortgage or pledge of and the grant of a
20 security interest in any real or personal property and
21 all or any part of the revenue from the Project or any
22 revenue producing contract made by the Agency to secure
23 the payment of bonds, subject to any agreements with
24 the holders of bonds which might then exist;

25 (C) the custody, collection, securing,
26 investments, and payment of any revenues, assets,

1 money, funds, or property with respect to which the
2 Agency may have any rights or interest;

3 (D) the rates or charges for the products or
4 services rendered by the Agency, the amount to be
5 raised by the rates or charges, and the use and
6 disposition of any or all revenue;

7 (E) the creation of reserves or sinking funds and
8 the regulation and disposition thereof;

9 (F) the purposes to which the proceeds from the
10 sale of any bonds then or thereafter to be issued may
11 be applied, and the pledge of revenues to secure the
12 payment of the bonds;

13 (G) the limitations on the issuance of any
14 additional bonds, the terms upon which additional
15 bonds may be issued and secured, and the refunding of
16 outstanding bonds;

17 (H) the rank or priority of any bonds with respect
18 to any lien or security;

19 (I) the creation of special funds or moneys to be
20 held in trust or otherwise for operational expenses,
21 payment, or redemption of bonds, reserves or other
22 purposes, and the use and disposition of moneys held in
23 those funds;

24 (J) the procedure by which the terms of any
25 contract with or for the benefit of the holders of
26 bonds may be amended or revised, the amount of bonds

1 the holders of which must consent thereto, and the
2 manner in which consent may be given;

3 (K) the definition of the acts or omissions to act
4 that shall constitute a default in the duties of the
5 Agency to holders of its bonds, and the rights and
6 remedies of the holders in the event of default,
7 including, if the Agency so determines, the right to
8 accelerate the due date of the bonds or the right to
9 appoint a receiver or receivers of the property or
10 revenues subject to the lien of the resolution, trust
11 indenture, or other security agreement;

12 (L) any other or additional agreements with or for
13 the benefit of the holders of bonds or any covenants or
14 restrictions necessary or desirable to safeguard the
15 interests of the holders;

16 (M) the custody of its properties or investments,
17 the safekeeping thereof, the insurance to be carried
18 thereon, and the use and disposition of insurance
19 proceeds;

20 (N) the vesting in a trustee or trustees, within or
21 outside of the State, of such properties, rights,
22 powers and duties in trust as the Agency may determine;
23 or the limiting or abrogating of the rights of the
24 holders of any bonds to appoint a trustee, or the
25 limiting of the rights, powers, and duties of the
26 trustee; or

1 (0) the appointment of and the establishment of the
2 duties and obligations of any paying agent or other
3 fiduciary within or outside of the State.

4 (7) For the security of bonds issued or to be issued by
5 the Agency, the Agency may mortgage or execute deeds of
6 trust of the whole or any part of its property and
7 franchises. Any pledge of revenues, securities, contract
8 rights, or other personal property made by the Agency
9 pursuant to this Act shall be valid and binding from the
10 date the pledge is made. The revenues, securities, contract
11 rights, or other personal property so pledged and then held
12 or thereafter received by the Agency or any fiduciary shall
13 immediately be subject to the lien of the pledge without
14 any physical delivery thereof or further act, and the lien
15 of the pledge shall be valid and binding as against all
16 parties having claims of any kind in tort, contract, or
17 otherwise against the Agency without regard to whether the
18 parties have notice. The resolution, trust indenture,
19 security agreement, or other instrument by which a pledge
20 is created shall be recorded in the county in which the
21 principal office is located in the manner provided by law.

22 (8) Neither the officials, the directors, nor the
23 members of the Agency nor any person executing bonds shall
24 be liable personally on the bonds or be subject to any
25 personal liability or accountability by reason of the
26 issuance thereof. The Agency shall have power to indemnify

1 and to purchase and maintain insurance on behalf of any
2 director, officer, employee, or agent of the Agency, in
3 connection with any threatened, pending, or completed
4 action, suit, or proceeding.

5 (9) The Agency shall have power to purchase out of any
6 available funds, bonds, and to hold for re-issuance,
7 pledge, cancel, or retire the bonds and coupons prior to
8 maturity, subject to and in accordance with any agreements
9 with the holders.

10 (10) The principal of and interest upon any bonds
11 issued by the Agency shall be payable solely from the
12 enterprise revenues or funds pledged or available for their
13 payment as authorized in this Act. Each bond shall contain
14 a statement that it constitutes an obligation of the
15 Agency, that the principal and interest are payable solely
16 from revenues or funds of the Agency and that neither the
17 State nor any political subdivision thereof, except the
18 Agency, nor any governmental unit which is a member of the
19 Agency, is obligated to pay the principal or interest on
20 the bonds and that neither the faith and credit nor the
21 taxing power of the State or any political subdivision or
22 of any governmental unit is pledged to the payment of the
23 principal of or the interest on the bonds.

24 Section 65. Charges. The Agency may establish, levy, and
25 collect or may authorize, by contract, franchise, lease, or

1 otherwise, the establishment, levying, and collection of
2 rents, rates, and other charges for the products and services
3 afforded by the Agency or by or in connection with all or any
4 part of the Project that it may construct, acquire, own,
5 operate, or control or with respect to which it may have any
6 interest or any right to the products and services thereof as
7 it may deem necessary, proper, desirable or reasonable. Rents,
8 rates, and other charges shall be established so as to be
9 sufficient to meet the operation, maintenance and other
10 expenses thereof, including reasonable reserves, interest,
11 principal payments, and payments into one or more sinking funds
12 for the retirement of principal. The Agency may pledge its
13 rates, rents, and other revenue, or any part thereof, as
14 security for the repayment, with interest and premium, if any,
15 of any moneys borrowed by it or advanced to it for any of its
16 authorized purposes and as security for the payment of amounts
17 due and owing by it under any contract.

18 Section 70. Governmental units may contract.

19 (a) In order to accomplish the purposes of this Act, a
20 governmental unit may enter into and carry out contracts and
21 agreements for the sale, lease, or other use of property, real
22 or personal, cooperative provision of services, such as police
23 services, the delivery of such municipal waste, used tires, or
24 waste tires, or the purchase of power from, the Agency,
25 collection, or transmission services, development services and

1 other services. Contracts must comply with the following:

2 (1) Any contract and agreement shall be for a period
3 not to exceed 50 years and shall contain other terms,
4 conditions, and provisions consistent with the provisions
5 of this Act, as the governing body of such governmental
6 unit shall approve, including, without limitation,
7 provisions in which the governmental unit is obligated to
8 pay for the products and services of the Agency without
9 set-off or counterclaim and irrespective of whether such
10 products or services are furnished, made available, or
11 delivered to the governmental unit or whether the Project
12 or any portion thereof contemplated by any such contract
13 and agreement is completed, operable, or operating, and
14 notwithstanding suspension, interruption, interference,
15 reduction, or curtailment of the products and services of
16 the project.

17 (2) Any contract and agreement may be pledged by the
18 Agency to secure its obligations and may provide that, if
19 one or more governmental units defaults in the payment of
20 its obligations under the contract and agreement, the
21 remaining governmental units having the contracts and
22 agreements shall be required to pay for and shall be
23 entitled proportionately to use or otherwise dispose of the
24 products and services that were to be purchased by the
25 defaulting governmental unit.

26 (3) Any contract and agreement providing for payments

1 by a governmental unit shall be an obligation of such
2 governmental unit payable from and secured by such lawfully
3 available funds as may be made pursuant to applicable law.
4 Notwithstanding the sources of funds pledged, any contract
5 between the Agency and its members with respect to the
6 Project shall not constitute an indebtedness of such
7 members within any statutory limitation.

8 (4) Nothing in this Act shall be construed to preclude
9 a governmental unit from appropriating and using taxes and
10 other revenues received in any year to make payments due or
11 to comply with covenants to be performed during that year
12 under any contract or agreement for a term of years entered
13 into as contemplated in this Act, subject to the provisions
14 of applicable law.

15 (b) Any contract or agreement may include provisions for
16 requirements purchases, restraints on resale, or other
17 dealings, exclusive dealing, pricing, territorial division,
18 and other conduct or arrangements which may have an
19 anti-competitive effect.

20 (c) Notwithstanding the provisions of any other law, in the
21 making of a contract or agreement between the Agency and a
22 member, the director of the Agency who represents the member
23 must recuse himself or herself from participation in
24 discussions or voting as director, but may participate and vote
25 in his or her capacity as an officer of the governing body of
26 such member, and the participation and voting shall not be a

1 conflict of interest.

2 Section 75. Obligations under federal or State law.
3 Notwithstanding any other provisions of this Act, nothing in
4 this Act shall affect obligations or authority under any
5 federal or State environmental statute or regulation,
6 including without limitation the Environmental Protection Act,
7 the federal Solid Waste Disposal Act (42 U.S.C. 6901 et seq.),
8 the Federal Water Pollution Control Act (33 U.S.C. 1251 et
9 seq.), the federal Clean Air Act (42 U.S.C. 7401 et seq.), as
10 now or hereafter amended, and rules and regulations adopted
11 thereunder.

12 Section 90. The Eminent Domain Act is amended by adding
13 Section 15-5-50 as follows:

14 (735 ILCS 30/15-5-50 new)

15 Sec. 15-5-50. Eminent domain powers in New Acts. The
16 following provisions of law may include express grants of the
17 power to acquire property by condemnation or eminent domain:

18 Southern Cook County Intergovernmental Cooperation Waste
19 Disposal and Energy Act.

20 Section 97. Severability. The provisions of this Act are
21 severable under Section 1.31 of the Statute on Statutes.

1 Section 99. Effective date. This Act takes effect upon
2 becoming law.".