

UNOFFICIAL COPY



99108770

PREPARED BY:

9442/0265 03 001 Page 1 of 6
1999-02-02 14:28:15
Cook County Recorder 31.00

Name: Jamie C. Keuper, Jr.
Shell Oil Products Company

Address: 5103 West 95th Street, Oak Lawn, Illinois 60453

99460763

RETURN TO:

9987/0001 80 002 Page 1 of 19
1999-05-13 08:56:30
Cook County Recorder 57.50

Name: John M. Ford
President, Mill Creek Development, Inc.

Address: 5620 W 95th Street, Oak Lawn, Illinois 60453

THE ABOVE SPACE FOR RECORDER'S OFFICE

THIS ENVIRONMENTAL NO FURTHER REMEDIATION LETTER MUST BE SUBMITTED BY THE OWNER/OPERATOR, WITHIN 45 DAYS OF ITS RECEIPT, TO THE RECORDER OF DEEDS OF COOK COUNTY IN WHICH THE SITE (AS DESCRIBED BELOW) IS LOCATED.

Illinois State EPA Number: 0312220010
LUST Incident No.: 901498

Jamie C. Keuper, Jr., the owner and operator, whose address is 1415 West 22nd Street, Oak Brook, Illinois, has performed investigative and/or remedial activities for the site that can be identified by the following and depicted on the attached Site Base Map:

1. Legal description or Reference to a Plat Showing the Boundaries:

Lots 2 and 3 in Oak Lawn Town Center being a Subdivision of Part of the West Half of the Northeast Quarter of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. (Note: Lot 3 includes former Lots 39 through 44)

2. Common Address: 5103 West 95th Street, Oak Lawn, Illinois
3. Real Estate Tax Index/Parcel Index Number: 24-09-202-001 through 24-09-202-006
4. Site Owner: John M. Ford, President, Mill Creek Development, Inc.
5. Land Use Limitation: The groundwater under the site shall not be used as a potable water supply in accordance with Oak Lawn Ordinance.
6. See NFR letter for other terms.

COOK COUNTY

RECORDER 9934612.FRM

EUGENE "GENE" MOORE

BRIDGEVIEW OFFICE

Document is being recorded because 2 attachments had to be a part of recorded original document

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

*Mill Creek Development, Inc.
5620 W. 95th Street
Oak Lawn, Ill. 60453*

BOX 333-CTI

*DN
1708 883*

*6
①*



JAN 27 1999
UNOFFICIAL COPY
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

99108770

1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 Mary A. Gade, Director

217/782-6762

CERTIFIED MAIL

99108770
P344337436 Page 2 of 19

JAN 21 1999

Shell Oil Products Company
Attention: Jamie C. Keuper, Jr.
1415 West 22nd Street
Oak Brook, Illinois 60522-9008

Re: LPC #0312220010 -- Cook County
Oak Lawn/Shell Oil Company
5103 West 95th Street
LUST Incident No. 901498
LUST Technical File

Dear Mr. Keuper:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the Amended Corrective Action Completion Report submitted for the above-referenced incident. This information was dated June 30, 1998; was received by the Illinois EPA July 6, 1998, and was prepared by ATC Associates, Inc.

The Corrective Action Completion Report and the Professional Engineer Certification submitted pursuant to 35 Illinois Administrative Code Part 731 indicate that remediation has been successfully completed.

Based upon the certification by Daniel W. Chamberlin, a Registered Professional Engineer of Illinois, and based upon other information in the Illinois EPA's possession, your request for a "No Further Remediation" determination is granted under the conditions and terms specified in this letter.

Issuance of this "No Further Remediation Letter" (Letter), based on the certification of the Registered Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the occurrence has been completed; and (3) no further remediation concerning the occurrence is necessary for the protection of human health, safety and the environment. This Letter shall apply in favor of the following persons:

1. Shell Oil Company;

Page 2

99460763 Page 3 of 19

2. The owner and operator of the UST(s);
3. Any parent corporation or subsidiary of the owner or operator of the UST(s);
4. Any co-owner or co-operator, either by joint-tenancy, right of survivorship, or any other party sharing a legal relationship with the owner or operator to whom the letter is issued;
5. Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable;
6. Any mortgagee or trustee of a deed of trust of the owner of the site or any assignee, transferee, or any successor-in-interest of the owner of the site;
7. Any successor-in-interest of such owner or operator;
8. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest; or
9. Any heir or devisee of such owner or operator.

This Letter, including all attachments, must be filed within 45 days of its receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the County where the above-referenced site is located. In addition, the Groundwater Ordinance and Highway Authority Agreement must be filed as an attachment of this letter with the Office of the Recorder of the applicable county. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable county in accordance with Illinois law so that it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded by the Office of the Recorder or Registrar of Titles of the applicable county, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice attached to this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives for the above-referenced site described in the Leaking Underground Storage Tank Environmental Notice of this Letter were established in accordance with the requirements of the Tiered Approach to Corrective Action Objectives (TACO, 35 Illinois Administrative Code Part 742) rules.

2. As a result of the release from the underground storage tank(s) associated with the above-referenced incident, the site described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter shall not be used in a manner inconsistent with the following land use limitation: There are no land use limitations. The groundwater under the site shall not be used as a potable water supply in accordance with Oak Lawn Ordinance..
3. The land use limitation specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. Preventive: A safety plan for this site must be implemented in accordance with the Occupational Safety Health Administration to address possible worker exposure should any further excavation and construction activities occur within the contaminated soil.

The groundwater under the site described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter shall not be used as a potable supply of water.

Engineering: A building or asphalt/concrete barrier that is sufficient in thickness to inhibit the inhalation and ingestion of the contaminated media as well as to impede contaminant migration to the groundwater must remain over the contaminated soils. This building or asphalt/concrete barrier is to be properly maintained as an engineered barrier to inhibit inhalation and ingestion of the contaminated media as well as impede contaminant migration to the groundwater.

Institutional: This Letter shall be recorded as a permanent part of the chain of title for the site described in the attached Leaking Underground Storage Tank Environmental Notice.

Illinois Department of Transportation agrees, through the use of a Highway Authority Agreement, to allow contaminated groundwater or soils to remain beneath its highway right-of-way as indicated in the Highway Authority Agreement. The Highway Authority Agreement agrees (a) not to allow the use of that contaminated groundwater as a potable or other domestic supply of water, and (b) to limit access to soil contaminated under the highway right-of-way.

Page 4

The ordinance(s) adopted and administered by the local unit of government that restricts the present and future use of groundwater in Oak Lawn shall be monitored by any changes to these ordinance(s), that may affect the ability of these ordinance(s) to act as an institutional control.

5. Failure to establish, operate, and maintain controls in full compliance with the Environmental Protection Act, applicable regulations, and the approved corrective action plan may result in voidance of this Letter.

OTHER TERMS

6. Any contaminated soil or groundwater that is removed, excavated, or disturbed from the above-referenced site must be handled in accordance with all applicable laws and regulations.
7. Further information regarding this site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Bureau of Land - #24
LUST Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

8. Should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the owner and/or operator at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:
 - a) Any violation of institutional controls or industrial/commercial land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in-place in accordance with the Corrective Action Plan or Completion Report;
 - d) The failure to comply with the recording requirements for the Letter;
 - e) Obtaining the Letter by fraud or misrepresentation; or

- f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit the certified copy of this letter, as recorded, to:

Illinois Environmental Protection Agency
 Bureau of Land - #24
 LUST Section
 1021 North Grand Avenue East
 Post Office Box 19276
 Springfield, Illinois 62794-9276

If you have any questions or need further assistance, please contact the Illinois EPA project manager Mohammed Zillur Rahman at 217/782-6762.

Sincerely,



Eric E. Portz

Unit Manager
 Leaking Underground Storage Tank Section
 Division of Remediation Management
 Bureau of Land

EEP:MR:ct\9934611.FRM

Attachments: Leaking Underground Storage Tank Environmental Notice

cc: Lisa Schoedel, Environmental Engineer, Shell Oil Products Company
 ATC Associates Inc., Nahid A. Brown, PG
 Mill Creek Development, Inc., John M. Ford, President

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this 6 day of November, 1998 pursuant to 35 Ill. Admin. Code Section 742.1020 by and between the Village of Oak Lawn, a body politic and corporate, ("Owner"), and Shell Oil Company, a Delaware corporation, ("Operator"), together referred to herein as "Owner/Operator," and the State of Illinois Department of Transportation ("Department"), as follows:

1. This Agreement is not binding upon the Department until it is executed by the undersigned representative of the Department and prior to execution this Agreement constitutes an offer by Owner/Operator. The duly authorized representatives of Owner/Operator have signed this Agreement and this Agreement is binding upon them, their successors and assigns.
2. Owner/Operator stipulates:
 - a. Owner/Operator is pursuing a corrective action of a Site and of the right-of-way adjacent to the boundary of the Site located at 5103 W. 95th St., Oak Lawn, Illinois (the "Site").
 - b. The Right-of-Way is impractical to sample for Contaminants, and, therefore, the parties stipulate that the highway right-of-way described in Exhibit A, hereinafter the "Right-of-Way", adjacent to the Site, is subject to this agreement and the soil and/or groundwater is possibly, or may become, impacted with Contaminants of concern, hereinafter "Contaminants", identified in Exhibit B, from a release at the Site. As Exhibit A is not a plat, the boundary of the Right-of-Way shown may approximate actual right-of-way lines that the parties mean to depict.
 - c. The Illinois Emergency Management Agency has assigned incident number 90-1498 to this release at the Site.

d. Owner/Operator intends to request risk-based, site-specific soil and/or groundwater remediation objectives from the Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.

e. Under these rules, use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The Department stipulates:

The Department holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is on a platted street, and has jurisdiction of the Right-of-Way. As such, the Department exercises sole control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way.

4. The parties stipulate that:

a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable "Highway Authority Agreement" to IEPA, as the Department is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-of-Way that is contaminated from the release at levels above residential Tier 1 remediation objectives.

b. The IEPA and Illinois Attorney General ("AG") must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" letter for the Site.

c. This Agreement shall be null and void as a Highway Authority Agreement should the IEPA or AG not approve it or should it not be referenced in the "No Further Remediation" letter, provided, however, that this Agreement shall be effective between

the Owner/Operator and the Department immediately upon signature by their representatives.

5. The Department promises IEPA and the Owner/Operator that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the pavement in the Right-of-Way may be considered an engineered barrier, the Owner/Operator agrees to reimburse the Department for maintenance activities requested by Owner/Operator in writing in order to maintain it as a barrier. The Department does not otherwise agree to perform maintenance of the Right-of-Way, nor does it agree that the highway Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. The Owner/Operator agrees to indemnify and hold harmless the Department, and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the Department, and the Department's agents, contractors or employees for all obligations asserted against or costs incurred by them, including attorney's fees and court costs, associated with the release of Contaminants from the Site.

7. As an additional consideration, Owner/Operator agrees to reimburse the Department for the reasonable costs it has incurred in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated soil and groundwater in the Right-of-Way as a result of the release of Contaminants at this Site. The Department has documented those costs for Owner/Operator. Those costs amount to NA. A cashier's check made payable to "Treasurer, State of Illinois" shall be tendered to the Department of Transportation at the

time Owner/Operator furnishes a signed Agreement to the Department for its signature.

That check will be deposited when this Agreement is signed by all necessary parties.

8. This Agreement shall be binding upon all successors in interest to the Owner/Operator of the Site or highway Right-of-Way. A successor in interest of the Department would include a highway authority to which the Department would transfer jurisdiction of the highway.

9. Violation of the terms of this Agreement by Owner/Operator, or their successors in interest, may be grounds for avoidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the Department will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the Department has not cured the violation within such time as IEPA has granted to cure the violation.

10. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the Department, amended the notice in the chain of title of the Site to reflect unencumbered future use of that highway Right-of-Way.

11. This Agreement is in settlement of claims the Department may have arising from the release of Contaminants into the Right-of-Way associated with incident number 90-1498.

12. This Agreement does not limit the Department's ability to construct, reconstruct, improve, repair, maintain and operate a highway upon its property or to allow others to use the highway Right-of-Way by permit. To that extent, the Department reserves the right and the right of those using its property under permit to remove contaminated soil or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable

environmental regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

Prior to taking any such action, the Department will first give Owner/Operator written notice, unless there is an immediate threat to the health or safety to any individual or to the public, that it intends to perform a site investigation in the Right-of-Way and remove or dispose of contaminated soil or groundwater to the extent necessary for its work.

Failure to give notice is not a violation of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Owner/Operator may review or may perform, if requested to do so by the Department. If practicable, as determined by the Department, the Department may request Owner/Operator to remove and dispose of the contaminated soil and/or groundwater necessary for the Department's work in advance of that work.

The Owner/Operator shall reimburse the reasonable costs incurred by the Department to perform the site investigation and to dispose of any contaminated soil or groundwater, provided, however, that if notice to Owner/Operator has not been given and there was no immediate threat to health or safety, reimbursement for those costs shall be limited to \$10,000.00. There is a rebuttable presumption that the Contaminants found in the highway Right-of-Way arose from the release of Contaminants from the Site. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the Department's option, upon written notice to Owner/Operator by the Department that those costs have not been reimbursed. Owner/Operator may cure that problem within twenty working days by making payment, or may seek to enjoin that result.

13. Written notice required by this Agreement shall be mailed to the following: if to Owner/Operator: Village Manager, Village of Oak Lawn, 9446 S. Raymond Avenue, Oak Lawn, Illinois 60453, and a copy to: Thomas P. Bayer, Klein, Thorpe & Jenkins. Ltd.,

20 N. Wacker, Suite 1660, Chicago, IL 60604 and Shell Oil Company, 603 Diehl Road
180 N. LaSalle, Suite 1600, Chicago, IL 60604 and Shell Oil Company, 1415 W. 22nd St.,
Suite 103, Naperville, Illinois 60563 Whitfield & Eddy, 317 Sixth Ave.,
Oakbrook, Illinois 60523, and a copy to Frank M. Grenard, Jones Ware & Grenard,
Suite 1200, Des Moines, Iowa 50309-4195.
~~19950 S. Governor's Hwy., Olympia Fields, IL 60461.~~ if to Department: John P. Kos,

District One Engineer, District One Office, 201 West Center Court, Schaumburg, Illinois
60196-1096.

14. The Department's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the Department is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders of the following:

As a condition of this permit, the permittee shall request the District Permit Office to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site.

Owner/Operator hereby releases the Department from liability for breach of this Agreement by others under permit and indemnifies the Department against claims that may arise from others under permit causing a breach of this Agreement.

Owner/Operator also agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

15. Should the Department breach this Agreement, Owner/Operator's sole remedy is for an action for damages in the Illinois Court of Claims. Any and all claims for damages against the Department, its agents, contractors, employees or its successors in interest

arising at any time for a breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$20,000.00. No other breach by the Department, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the Department or them and Owner/Operator hereby releases the Department, its agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising under this Agreement or environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way. Should the Department convey, vacate or transfer jurisdiction of that highway Right-of-Way, Owner/Operator may pursue an action under this Agreement against the successors in interest, other than a State agency, in a court of law.

16. This Agreement is entered into by the Department in recognition of laws passed by the General Assembly and regulations adopted by the Pollution Control Board which encourage a tiered-approach to remediating environmental contamination. This Agreement is entered into by the Department in the spirit of those laws and under its right and obligations as property Owner/Operator. Should any provisions of this Agreement be struck down as beyond the authority of the Department, however, this Agreement shall be null and void.

IN WITNESS WHEREOF, the Department has caused this Agreement to be signed by its Secretary.

Illinois Department of Transportation

BY: [Signature]
Kirk Brown
Its Secretary

DATE: November 6, 1998

IN WITNESS WHEREOF, Owner Village of Oak Lawn has caused this Agreement to be signed by its duly authorized representative.

BY: [Signature]
ITS President

DATE: 10/1/98

IN WITNESS WHEREOF, Operator Shell Oil Company has caused this Agreement to be signed by its duly authorized representative.

BY: [Signature]
ITS ENVIRONMENTAL Engineer

DATE: 10/20/98

This Agreement is approved on behalf of the Office of the Illinois Attorney General.

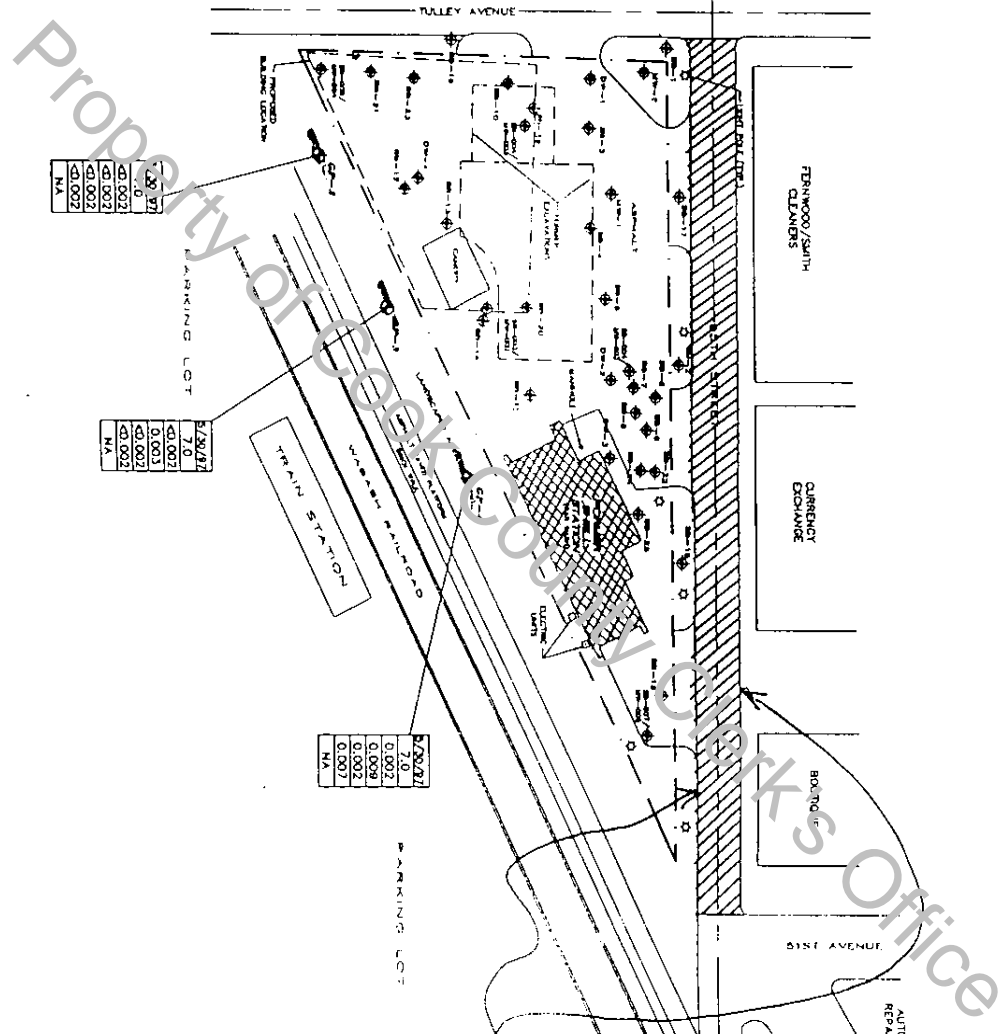
BY: [Signature]

DATE: 11/19/98

PREPARED BY:

J. Randle Schick
Assistant Chief Counsel
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, Illinois 62764
Phone: (217)782-3215

Property of Cook County Clerk's Office



NOTE: 1. DRAWING BASED ON PLAN PROVIDED BY CLIENT
 2. ALL LOCATIONS ARE APPROXIMATE
 3. SOIL ANALYTICAL RESULTS REPRESENTATIVE OF 0.1-0.15
 4. ANALYTICAL RESULTS REPRESENTATIVE OF 0.1-0.15
 5. ANALYTICAL RESULTS REPRESENTATIVE OF 0.1-0.15
 6. ANALYTICAL RESULTS REPRESENTATIVE OF 0.1-0.15

EXHIBIT A
CONFIRMATORY SOIL ANALYTICAL RESULTS
FORMER SHELL SERVICE STATION
5103 W. 95TH STREET
OSHTOWN, IL

DATE: 5/18/98 FILE: 18380333
 DRAWN BY: [Name] FIGURE NO. 2
 2777 Finley Road, Suite #4 ATC
 Downers Grove, Illinois 60515
 Ph: (630) 916-7272 • Fax: (630) 516-7013

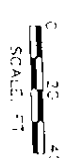


EXHIBIT B

Former Shell Service Station
5103 W. 95th Street, Oaklawn, Illinois
WIC # 212-5778-0904

Soil Analytical Results

Sample Number	Sample Date	Sample Depth (ft)	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Xylene (mg/kg)	TCLP Lead (mg/l)
SB-1	7/31/96	8-10'	3.75	0.483	11.5	43.9	NA
SB-2	NS	NS	NS	NS	NS	NS	NA
SB-15	NS	NS	NS	NS	NS	NS	NA
SB-17	8/2/96	6-8'	0.942	0.016	0.0291	0.104	NA
SB-18	8/2/96	6-8'	0.155	0.0934	7.58	32.6	NA
SB-31	12/11/96	7-9'	<0.002	<0.005	<0.005	<0.005	0.009
GP-1	5/30/97	7'	<0.002	0.005	<0.002	0.008	NA

Groundwater Analytical Results

Sample Number	Sample Date	Benzene (mg/l)	Toluene (mg/l)	Ethylbenzene (mg/l)	Xylene (mg/l)
SB-31	12/11/96	<0.005	<0.005	<0.005	<0.005
GP-1	5/30/97	<0.001	<0.001	<0.001	<0.001
MW-5	8/2/96	<0.005	<0.005	<0.005	<0.005

NS = Not Sampled
NA = Not Analyzed

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STATE OF ILLINOIS)
)
 COUNTY OF C O O K)

SS

CLERK'S CERTIFICATE

I, A. JAYNE POWERS, Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, do hereby that attached hereto is a true and correct copy of Ordinance No. 97-9-37 Amending Title 9, Chapter 4, Article C of the Oak Lawn Village Code In Regard to Prohibiting the Use of Groundwater As A Potable Water Supply By the Installation or Use of Potable Water Supply Wells or By Any Other Method.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Village of Oak Lawn this 14th day of May, 1997.



A. Jayne Powers

 A. JAYNE POWERS, VILLAGE CLERK

Property of Cook County Clerk's Office

ORDINANCE NO. 97-9-37

AN ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE C OF THE OAK LAWN VILLAGE CODE IN REGARD TO PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Lawn, Cook County, Illinois, as follows:

SECTION 1: That Title 9, Chapter 4, Article C of the Oak Lawn Village Code is amended by adding a new Section 9-4C-13 thereto which shall read in its entirety as follows:

"9-4C-13: USE OF GROUNDWATER AS A POTABLE WATER SUPPLY; PROHIBITION:

A. Except for such uses or methods as are in existence on or before May 13, 1997, the use of, or attempted use of, groundwater, from within the corporate limits of the Village, as a Potable Water supply, by the installation or drilling of wells or by any other method, is hereby prohibited, including at points of withdrawal by the Village.

B. For purposes of this Section, potable water is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, washing dishes, preparing foods, watering lawns, or watering gardens in which produce intended for human consumption is grown.

C. Any person violating the provisions of this Section shall be subject to a fine of not to exceed \$750.00 for each violation."

SECTION 2: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed insofar as they are in conflict with this Ordinance.

SECTION 3: If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid.

SECTION 4: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 13th day of May, 1997, pursuant to a roll call vote as follows:

UNOFFICIAL COPY

99460763

AYES: TRUSTEES JOY, KEANE, ROSENBAUM, STANCIK, STREIT, HOLESHA

NAYS: NONE

ABSENT: NONE

APPROVED by me this 13th day of May, 1997.

Edward J. Kow
VILLAGE PRESIDENT

ATTEST:

A. J. Powers
VILLAGE CLERK

Published by me in pamphlet form this 14th day of
May, 1997.

A. J. Powers
VILLAGE CLERK

ORDINANCESM-ground water (5/5/97)

Property of Cook County Clerk's Office