

**SECOND AGREEMENT TO AMEND AND RENEW LEASE**

**THIS SECOND AGREEMENT TO AMEND AND RENEW LEASE** ("Second Renewal Agreement") is made as of July 1, 2005 between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Lessor") and **KIDWATCH PLUS, INC.**, an Illinois not-for-profit corporation ("Lessee").

**RECITALS**

- A. As of June 30, 1997, the parties entered into a Lease Agreement ("Lease") for a portion of the Thurgood Marshall Elementary School (the "School") comprising approximately 9,947 sq. ft. on the first floor of the School together with the use of one parking space (the "Premises").
- B. The Use of the Premises was to provide specialized education programs in child care as set forth in the Lease.
- C. Although the Lease terminated on June 30, 2000, as of July 1, 2000, the parties renewed the Lease for a five (5) year period commencing July 1, 2000 and ending June 30, 2005 ("First Renewal Agreement"); and
- D. The parties desire to amend the Lease and to further renew the Lease for a period of ten (10) years from July 1, 2005 to June 30, 2015 on terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Lease is renewed as follows:

- 1. **TERM**. The Term of the Lease shall be renewed for a period of ten (10) years, commencing on July 1, 2005 and ending June 30, 2015 ("Second Renewal Term").
- 2. **RENT**. The Rent for the Second Renewal Term shall be as follows:

<b><u>Term</u></b>	<b><u>Monthly Rent</u></b>	<b><u>Annual Rent</u></b>
7/1/05 - 6/30/06:	\$8,013.85	\$96,166.20
7/1/06 - 6/30/07	\$8,334.40	\$100,012.85
7/1/07 - 6/30/08	\$8,667.78	\$104,013.36
7/1/08 - 6/30/09	\$9,014.49	\$108,173.90
7/1/09 - 6/30/10	\$9,375.07	\$112,500.85
7/1/10 - 6/30/11	\$9,750.07	\$117,000.89
7/1/11 - 6/30/12	\$10,140.08	\$121,680.92
7/1/12 - 6/30/13	\$10,545.68	\$126,548.16
7/1/13 - 6/30/14	\$10,967.51	\$131,610.09
7/1/14 - 6/31/15	\$11,406.21	\$136,874.49
<b>Total:</b>		<b>\$1,154,581.70</b>

3. **PREMISES CLARIFIED.** The Lease is amended to provide that the 9,947 sq.ft. constituting the Premises on the first floor of the School consist of Rooms 101, 102, 103, 104, 106, 108, 110, a library, and a kitchen.

4. **USE CLARIFIED.** The Lease is further amended to provide that the Lessee shall use the Premises solely to provide specialized educational programs for children ages 6 weeks to 12 years of age; infant toddler care, all day kindergarten, summer camp, preschool and after school care, Monday through Friday from 7:00 a.m. to 6:15 p.m. except when the School is closed due to strike, or other periods such as rehabilitation projects, or shutdown.

5. **BOARD APPROVAL.** This Second Renewal Agreement is subject to approval by the members of the Chicago Board of Education.

6. **OTHER LEASE TERMS.** Except as amended by this Second Renewal Agreement, all other terms and conditions of the Lease, as amended by the First Renewal Agreement, shall remain unchanged and continue in full force and effect during the Second Renewal Term.

**IN WITNESS WHEREOF,** the parties have set their hands and seals to this Second Renewal Agreement the day and year first above written.

**LANDLORD:**  
BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

By: Tariq Butt  
Tariq Butt, M.D., Member<sup>1</sup>

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Board Report No.: 01-0126-OP1

Approved as to Legal Form: AC  
Ruth Moscovitch  
Ruth Moscovitch, General Counsel

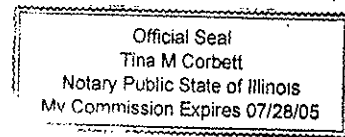
**TENANT:**  
KIDWATCH PLUS, INC.

By: Jeanne Prete  
Name: Jeanne Prete

Title: DIRECTOR

Attest: Tina Menendez Corbett  
Name: Tina Menendez Corbett

Title: Director



COPY

**LEASE AGREEMENT FOR SPACE AT  
3901 NORTH RIDGEWAY AVENUE, CHICAGO, ILLINOIS  
BETWEEN KIDWATCH PLUS, INC. AND THE CHICAGO  
SCHOOL REFORM BOARD OF TRUSTEES ON BEHALF OF  
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**Dated: June 30, 1997**

**LEASE AGREEMENT FOR SPACE AT  
3901 NORTH RIDGEWAY AVENUE, CHICAGO, ILLINOIS  
BETWEEN KIDWATCH PLUS, INC. AND THE CHICAGO  
SCHOOL REFORM BOARD OF TRUSTEES ON BEHALF OF  
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**THIS LEASE AGREEMENT** ("Lease") is made as of this 30th day of June, 1997 by and between **KIDWATCH PLUS, INC.** ("Lessee"), and the Chicago School Reform Board of Trustees on behalf of the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Lessor").

**LEASED PREMISES**

1. A. Lessor desires to lease a portion of the following described real property (the "Real Estate"):

**Thurgood Marshall Elementary School  
3901 North Ridgeway Avenue  
Chicago, Illinois 60618**

B. Lessee desires to lease from Lessor the following portions of the Real Estate (the "Premises"):

**Space consisting of 9,947 sq. ft. on the first floor with  
use of one parking space.**

to provide specialized educational programs in child care for children ages 3 months to 12 years of age; infant toddler care; all day kindergarten; summer camp; and preschool and after school care, on a daily basis Monday through Friday, except when the Thurgood Marshall Elementary school is closed due to strike, or other periods such as rehabilitation projects, or shutdown.

2. **TERM.**

A. Lessor hereby leases the Premises to Lessee, upon the terms and conditions hereinafter set forth for a term (the "Term") of three (3) years commencing on July 1, 1997 and ending on June 30, 2000, if not terminated or canceled sooner, as provided herein.

B. Lessor may, at its option, cancel the lease, without penalty, at any time should the Thurgood Marshall school close for an extended period of time, for any reason. In the event that Lessor exercises its option to cancel this lease due to actual or anticipated extended closure of the Thurgood Marshall school, Lessor shall give Lessee thirty (30) days written notice, if practicable, of its intent to cancel this lease. If circumstances prevent Lessor from providing

Lessee with 30 days notice of Lessor's intent to cancel this lease, Lessor shall provide Lessee with as much notice as practicable and said notice shall be in writing. This cancellation clause does not apply to times in which the school is closed for vacation.

3. **RENT.**

A. In consideration of the leasing of the Premises as set forth above, Lessee covenants and agrees to pay to the Lessor rent for the premises as follows:

Year 1: Total \$71,452.34/\$5,954.36 per month  
Year 2: Total \$73,595.91/ \$6,132.99 per month  
Year 3: Total \$75,803.79/ \$6,316.98 per month

B. Rent shall be paid on the first of each month but no later than the 10th day of each month and directed to the address for notices to Lessor herein specified or as may otherwise be specified in a notice from Lessor to Lessee. Lessee will pay to Lessor a late fee of five percent of the monthly payment as a penalty for rent received after the 10th day of each month.

4. **ADDITIONAL COVENANTS**

A. **Lessor Covenants.** Throughout the Term, Lessor shall provide the following:

(i) Heat and electricity necessary for the use and occupancy of the Premises for the purposes for which this Lease Agreement is made; and

(ii) routine maintenance of the Premises.

(iii) any necessary extraordinary maintenance or major repairs, including but not limited to painting, repairing stairs, floors, walls, ceilings, lighting and HVAC fixtures, the roof and all other parts of the physical plant;

(iv) repairs and maintenance of the facilities, fixtures and equipment providing hot and cold running water, drinking water and toilet services. All of the foregoing shall be maintained in good operating order and in a safe, healthful and clean condition;

(v) prompt removal of snow and ice from the sidewalk, steps, walkways, driveways and entrance ways serving the Premises or the Real Estate in which the Premises are situated; and

(vi) washing of inside and outside windows at the Premises on a reasonable basis.

5. **JANITORIAL SERVICES.**

A. **Services.** Lessor shall at its cost and expense provide janitorial services for the maintenance of the Premises, including but not limited to cleaning, washing, emptying waste-baskets, sweeping of any kind, moving of furniture, and replacing of light bulbs.

B. **Supplies.** Lessor will provide up to One Thousand Five Hundred dollars per year (\$1,500.00) of supply items such as paper towels, soap, and toilet tissues for the washrooms primarily utilized by the Lessee. Any supplies which are needed and exceed \$1,500.00 per year will be provided by the Lessee at the Lessee's expense.

6. **QUIET ENJOYMENT.** Lessor covenants that Lessee shall have the right to peacefully and quietly have, hold and enjoy the Premises without any encumbrance or hindrance by or from Lessor, its agents, employees successors and assigns.

7. **CONDITION OF PREMISES AND MATERIAL ALTERATIONS.** Lessee acknowledges the Lessee is familiar with the condition of the Premises and that Lessor is making no material design alterations to the Premises including but not limited to constructing or moving walls, fixtures, or the like, making or providing any additions, installations, decorations, substitutions, or improvements in or to the Premises. Lessee may not, without the prior written consent of the Lessor, materially alter or change the design of the Premises including but not limited to constructing or moving walls, fixtures, or the like, or make or provide any additions, installations, major decorations such as painting or installing carpeting, substitutions, or improvements in or to the Premises. Lessee's desire or intent to change or materially alter the Premises shall be made in writing and directed to the Lessor.

8. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination or cancellation of this lease, by lapse of time or otherwise, the Lessee shall have the privilege, without liability in any way accruing against it, to remove any and all of its properties, supplies, equipment, fixtures, partitions and improvements of all kinds which it may have erected or installed from said Premises. The Lessee shall deliver the Premises, upon termination or cancellation, in as good a state or condition as the same were when entered upon, less reasonable use and wear thereof and damages by fire and accident excepted.

9. **HOLDOVER.** If Lessee remains in possession after the expiration of the Term or after any earlier termination or cancellation of the Lease or of the Lessor's right to possession: (a) Lessee shall be deemed a tenant at will; (b) Lessee shall pay two hundred percent (200%) of the rent last prevailing hereunder and also shall pay all damages sustained by the Lessor by reason of such remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law; and (d) the tenancy at will may be terminated upon (30) days' notice from Lessor. The provisions of this paragraph shall not constitute a waiver by the Lessor of any re-entry rights of the Lessor provided hereunder or by law.

10. **INSURANCE**

A. Lessee agrees that at its own cost and expense it shall maintain insurance policies with regard to liability and property damage for at least Three Million and No/100 Dollars (\$3,000,000.00) throughout the term of this lease agreement. Lessee will name the Board of Education of the City of Chicago and the Public Building Commission of Chicago as additional named insures under its Comprehensive General Liability Policy and its Comprehensive Auto Liability Policy. Coverage limits shall be \$3,000,000 for a combined single limit for both bodily injury an property damage.

B. Lessee shall hold harmless the Lessor with respect to any liability claim or demand incurred as Lessee of the Premises.

C. A Certificate of Insurance is to be furnished to the Lessor with the provision that there will be no cancellation unless the Lessor receives 15 days prior written notice.

D. All insurance shall be taken in responsible companies licensed to do business in the State of Illinois and duplicate copies of the policies shall be delivered to the Lessor on or before the anniversary date of each lease year.

11. **LESSOR DEFAULT.** In the event the Lessor fails to furnish any necessary repairs or services as required for the purposes of this Lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and such failure shall continue for thirty (30) days after Lessee has notified the Lessor by written notice of such failure, unless in the use of such failure which cannot be remedied within thirty (30) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may but shall not be obligated to: (a) make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease, or (b) immediately terminate this lease by providing Lessor written notice as provided for herein.

12. **LESSEE DEFAULT.** If the Lessee shall default in the performance of any of the covenants, conditions or agreements contained in this Lease and such default shall continue for ten (10) days after Lessor has notified the Lessee by written notice of such default, unless in the case of such default which cannot be remedied within ten (10) days where Lessee that have commenced and shall be diligently pursuing all necessary action to remedy such default, but in no event extending beyond a thirty (30) day period from the date of delivery of the written notice of such default to Lessee, the Lessor may pursue any or all of the following remedies and any other remedies available at law: (a) take legal action against Lessee to enforce the terms of this Lease; or (b) take automatic termination of this lease and recover the Premises from the Lessee by process of law.

13. **CASUALTY AND CONDEMNATION.** In the event the Premises are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of

eminent domain the Lessor or Lessee may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. Rent shall abate as of the date of the casualty or taking, and in the event there is any award or payment by the condemning governmental entity, Lessee shall be entitled to that portion of the award or payment representing compensation for Lessee's leasehold interest, personal property, fixtures (if any) and moving expenses. Lessor agrees to promptly notify Lessee if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

14. **LESSOR NOT LIABLE FOR INJURY OR DAMAGE.** Lessee is and shall be in control and possession of the Premises as provided herein, and except for the gross negligence or willful misconduct of Lessor, its agents or employees, neither Lessor, the Public Buildings Commission of Chicago ("PBC"), nor Lessor's or the PBC's respective trustees, employees, agents, consultants, contractors and representatives, including all Local School Council representatives, if any (the "Indemnified Parties"), shall be liable for any injury or damage to any property or to any person happening on or about the Leased Premises nor for any injury or damage to any property of Lessee or of any other person contained therein. Further, none of the Indemnified Parties shall be liable (a) for any such damage caused by other persons in, upon or about the Premises, or (b) for consequential damages arising out of any loss of use of the Premises or any equipment or facilities therein by Lessee or any person claiming through or under Lessee.

15. **INDEMNIFICATION.**

A. Lessee hereby protects, indemnifies, defends, and holds the Indemnified Parties harmless from and against any and all claims arising from or in connection with (a) the conduct or management of the Premises or any business therein, or any work done or any condition created in or about the Premises, by or through the Lessee, during the Term of this Lease; (b) any act, omission or negligence of Lessee or any of its partners, directors, officers, agents, employees, invitees or contractors; (c) any accident, injury or damage whatsoever occurring in, at or upon the Premises; and (d) any breach or default by Lessee in the full and prompt payment and performance of Lessee's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with, each such claim or action or proceeding brought thereon (including without limitation, all reasonable fees and costs of attorneys of Lessor's choice). In case any action or proceeding is brought against Lessor or any of the Indemnified Parties by reason of any such claim, Lessee, upon notice from any of the Indemnified Parties, shall resist and defend such action or proceeding by counsel selected by such Indemnified Party. Lessee's obligations under this provision shall survive the expiration or earlier termination or cancellation of this Lease.

B. Lessor hereby agrees to indemnify and hold the Lessee harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Lessee as a result of Lessor's actions on or about the Premises, limited, however, to only such



liabilities, claims or demand which arise or are caused by Lessor's gross negligent acts, errors and/or omissions. Lessor's obligation under this provision shall survive the termination of this Lease.

16. **SUBLEASE/ASSIGNMENT.** Lessee shall only use the Premises for the purposes set forth in section 1.B. and further, Lessee shall not have the right to sublease, assign, or encumber its rights to all or any part of the Premises.

17. **NO UNLAWFUL OCCUPANCY.** Lessee shall not use or occupy, nor permit or suffer, the Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor for any disreputable or hazardous business use or purpose, nor in such a manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulations. Lessee shall immediately upon the discovery or notice of any such unlawful, illegal, disreputable or hazardous use take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any occupants or other persons guilty of such unlawful, illegal, disreputable or hazardous use.

18. **REQUIREMENTS OF LAW.** During the Term, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and local governments and of all other governmental authorities having or claiming jurisdiction over the Premises, including obtaining all permits, licenses and authorizations for Lessee's use and occupancy of the Premises.

19. **ENVIRONMENTAL.** Lessor and Lessee shall comply at all times with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Premises. Lessor also agrees that the Lessee has the right to inspect, sample and analyze the materials, systems and structures in the Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Premises with standards or guidelines established by any of the foregoing.

20. **SECURITY.** Lessor agrees to establish and maintain security measures appropriate to reasonably protect the Real Estate and the Premises. Lessee agrees to cooperate with Lessor in maintaining security and in establishing security measures for the Premises.

21. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective: (a) as of the day of delivery if delivered in person, by messenger, overnight delivery service; or (b) on the fifth (5th) business day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Lessee: KIDWATCH PLUS, INC.  
3901 North Ridgeway Avenue  
Chicago, Illinois 60618  
Attention: Mary Brophy

If to Lessor: BOARD OF EDUCATION  
Department of Real Estate Management  
1819 West Pershing Road - 6W(c)  
Chicago, Illinois 60609  
Attention: Ernestine Gibson

With a copy to: BOARD OF EDUCATION OF THE  
CITY OF CHICAGO  
Law Department  
1819 West Pershing Road - 5E(n)  
Chicago, Illinois 60609  
Attention: Attorney Marilyn F. Johnson

Either party may from time to time change the names and addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

22. **PARAGRAPH HEADINGS.** The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the paragraph to which they pertain.

23. **SUCCESSORS AND ASSIGNS.** This Lease shall inure to the benefit of and be binding upon the Lessor's successors and assigns.

24. **SEVERABILITY.** In the event that any provision(s) of this Lease is (are) determined to be legally invalid, the parties hereto agree that particular provision shall be null and void, but that the remainder of this lease shall remain in full force and effect.

25. **ENTIRE AGREEMENT.** This Lease embodies the entire agreement between the parties in connection with this transaction and there are no oral or parole agreements, representations, or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Lease may not be modified except by written agreement signed by all of the parties.

26. **WAIVERS.** No written waiver by any party at any time of any breach or any provision of this Lease shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision. If any action by any party

shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

27. **TIME OF THE ESSENCE.** All parties hereto agree that time is of the essence in this Lease and that whenever under the terms and provisions of this Lease the time for performance of a condition or the giving of a notice falls upon a Saturday, Sunday or holiday such time for performance or for the giving of notice shall be extended to the next business day.

28. **AUTHORITY.** Lessor and Lessee have taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of the Lessor and Lessee is duly authorized by the Lessor and Lessee and have been made complete and full authority to commit the Lessor and Lessee to all terms and conditions of this Agreement which shall constitute valid, binding obligations of the Lessor and Lessee.

29. **BOARD POLICIES.**

A. This Lease is not legally binding on the Lessor if entered into in violation of the provision of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to former Board Members during the one-year period following expiration or other termination of their terms of office.

B. Each party to this Lease hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago School Reform Board of Trustees has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

C. The Board of Education Indebtedness Policy (95-0726-EX3) adopted July 26, 1995, as amended on June 26, 1996 (96-0626-PO3) is hereby incorporated into and made part of the Lease as if fully set forth herein.

D. The Board of Education Ethics Code (95-0927-RU3) adopted September 27, 1995, as amended on March 27, 1996 (96-0327-PO7) is hereby incorporated into and made a part of this Lease as if fully set forth herein.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease as of the latter of the dates written below.

Authority: Board Report No. 96-1023-OP10.

LESSOR:  
THE CHICAGO SCHOOL REFORM BOARD  
OF TRUSTEES ON BEHALF OF  
THE BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

By: [Signature]  
President of the Chicago School  
Reform Board of Trustees

LESSEE:  
KIDWATCH PLUS, INC.

By: [Signature]  
Its: DIRECTOR

Date: \_\_\_\_\_

Date: 7/3/97

Attest: [Signature]  
Secretary

Attest: Patricia Kelly 7/3/97

Its: Directn

Authority: 96-1023-OP10

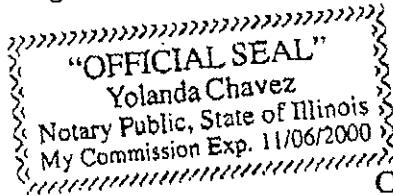
Approved as to Legal Form:

[Signature]  
Attorney for the Board of Education of the  
City of Chicago

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Yolanda Chavez, a Notary Public in and for said State and County, do hereby certify that GERY CHICO, President of the Chicago School Reform Board of Trustees and NORMA TSUHAKO, Secretary of the Board personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledge that they signed, sealed (with the corporate seal of said Board), acknowledged and delivered the said instrument as their free and voluntary acts as such President and Secretary, respectively, and as the free and voluntary act of the Board of Education of the City of Chicago for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22<sup>nd</sup> day of August, A.D. 1997.



Yolanda Chavez  
Notary Public

Corporation Jurat

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Roger Galindo, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeanne Prete, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, personally and as such \_\_\_\_\_ and \_\_\_\_\_ and as the free and voluntary act and deed of the \_\_\_\_\_ a corporation, for the uses and purposes therein set forth, and that the seal thereto attached is the seal of said corporation.

GIVEN under my hand and Notarial Seal the 3<sup>rd</sup> day of \_\_\_\_\_, A.D. 1997.



Roger Galindo  
Notary Public

**AGREEMENT TO RENEW LEASE**

**FOR CONSIDERATION MUTUALLY EXCHANGED** as of this 1<sup>st</sup> day of July, 2000, by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Lessor"), and **KIDWATCH PLUS, INC.** ("Lessee"), the parties hereby agree to renew the Lease Agreement originally dated July 1, 1997, on the portion of the premises known as the **Thurgood Marshall Elementary School, 3901 North Ridgeway Avenue, Chicago, Illinois.**

**TERM:** The term of the Lease shall be for a period of five years, commencing on July 1, 2000, and ending June 30, 2005.

**RENT:** Rent for the term of the renewal is as follows:

Year 1:	\$79,040.00 Annually	\$6,586.67 per month
Year 2:	\$82,201.60 Annually	\$6,850.13 per month
Year 3:	\$85,489.66 Annually	\$7,124.14 per month
Year 4:	\$88,909.25 Annually	\$7,409.10 per month
Year 5:	\$92,465.62 Annually	\$7,705.62 per month

All other Lease terms shall remain unchanged and continue as if fully set forth herein.

This Agreement is subject to the approval of the Chicago Board of Education.

**IN WITNESS WHEREOF**, the said parties have set their hands and seals the day and year first above written.

**LESSOR:**  
**BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

By: Gery J. Chico  
Gery Chico, President

Attest: Sharon M. Brouille  
Secretary

**LESSEE:**  
**KIDWATCH PLUS, INC.**

By: Mary K. Brophy  
Title: Director

Board Report No.: 00-0628-098-0

Approved as to Legal Form: URC  
Marilyn F. Johnson  
Marilyn F. Johnson, General Counsel

**APPENDIX A**

**DISCLOSURE AFFIDAVIT**

Bidder/Proposer Name: Kidwatch Plus Inc.  
Bidder/Proposer Address: 3901 N. Ridgeway  
Chicago, IL 60618

Federal Employer I.D.# 36-3658785 or Social Security # \_\_\_\_\_

Nature of transaction is:

- Contract funded in whole or part by City or State funds
- Sale of land to City or purchase of land from City
- Vacation of streets or alleys
- Zoning Change
- Lease
- Loan
- Grant
- Other

**Instructions:** FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Anyone proposing one of the above transactions with the City of Chicago or submitting a bid/proposal to the City of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Mary K. Brophy, as Director  
(Name) (Title)  
and on behalf of Kidwatch Plus ("Bidder/Proposer" or "Contractor") having been duly sworn under oath certifies that: (Business Name)

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

Pursuant to Chapter 2-154 of the Municipal Code of Chicago, (the "Municipal Code"), all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

- Bidder/Proposer is a:
- Corporation
  - Partnership
  - Joint Venture
  - Sole Proprietorship
  - Not-for-Profit Corporation
  - Other

**SECTION 1. FOR PROFIT CORPORATIONS**

a. Incorporated in the State of \_\_\_\_\_  
b. Names of all officers of corporation (or Attach List): \_\_\_\_\_ Names of all directors of corporation (or Attach List): \_\_\_\_\_

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

c. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

d. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 7.5% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

c. Is the corporation owned partially or completely by one or more other Corporations? YES [ ] NO [ ]

If "yes," provide the above information, as applicable, for each of said corporations.

**SECTION 2. PARTNERSHIPS**

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIPS**

a. The bidder/proposer is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary.

YES [ ]

NO [ ] If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s) (Print or Type)

\_\_\_\_\_  
\_\_\_\_\_

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 4. LAND TRUSTS, BUSINESS TRUST, ESTATES AND OTHER ENTITIES**

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. Incorporated in the State of IL



b. Names of all officers of corporation (or Attach List):

Names of all directors of corporation (or Attach List):

Name (Print of Type)	Title (Print of Type)	Name (Print of Type)	Title (Print of Type)
<u>John Kelly</u>	<u>President</u>	<u>Mary K. Brophy</u>	<u>Director</u>
<u>Frank Kelly</u>	<u>Vice Pres.</u>	<u>Jeanne Prete</u>	<u>Director</u>
<u>Bennadette Kania</u>	<u>Sec/Treas.</u>	_____	_____

NOTE: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020 of the Municipal Code, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

**II. CONTRACTOR CERTIFICATION**

**A. CONTRACTOR**

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity<sup>1</sup> of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of 3 years prior to the date of award of the subcontract:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.<sup>3</sup>
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code entitled "Governmental Ethics."
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, state or local department or agency;

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

## B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor or subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section II(A)(1) (a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described in Section II(A)(1) (a) or (b) of this certification; or (b) of bid rigging, bid rotating or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B) (1) and (2) above, and Contractor shall make such certifications promptly available to the City of Chicago upon request.
4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.
5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 2-92, Section 2-92-320 of the Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

## C. STATE TAX DELINQUENCIES

1. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [Section II (C)] Contractor shall explain below. Attach additional pages if necessary. \_\_\_\_\_  
\_\_\_\_\_

- 4. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

**D. OTHER TAXES/FEEES**

- 1. Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary. \_\_\_\_\_

**E. ANTI-COLLUSION**

The Contractor, its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to attest to this section as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

**F. PUNISHMENT**

A Contractor who makes a false statement material to Section II (A)(2) of this certification commits a Class 3 Felony. 720 ILCS 5/33E-11(b). Making a false statement concerning Section II of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

**G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

- 1. Contractor is not a party to any pending lawsuits against the City nor has Contractor been sued by the City or its agents in any judicial or administrative proceeding.
- 2. If Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each judicial or administrative proceeding. Attach additional sheets if necessary. \_\_\_\_\_

**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five (5) years prior to the date of execution of this Affidavit, (1) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction<sup>5</sup>, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, or (3) been subject to any fine or penalty of any nature for failure to comply with Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction.<sup>5</sup>

If Contractor cannot make the certification contained in Paragraph A of this Section III, identify any exceptions specific to the City of Chicago or a political subdivision thereof: \_\_\_\_\_

If Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions specific to any other city, state or federal violation or any other Environmental Restriction: \_\_\_\_\_

\_\_\_\_\_. (Attach Additional Pages of Explanation to this Contractor's Affidavit, if necessary.)

- B. Without the prior written consent of the Purchasing Agent, Contractor will not (i) employ any subcontractor in connection with the Contract to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Subparagraph 1 of Paragraph A of this Section III prior to such subcontractor's performance of any work or services under the Contract to which this Affidavit pertains or furnishing any goods, supplies or materials of any kind under the Contract to which this Affidavit pertains; and (ii) employ, in connection with the Contract to which this Affidavit pertains, any of its officers have knowledge that the subcontractor cannot truthfully execute such certification. The Contractor will furnish to the Purchasing Agent upon his request an executed copy of each such certification.
- C. Until Completion of the Contractor's performance under the Contract to which this Affidavit pertains, the Contractor will not violate any provision of Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction, whether in the performance of such Contract or otherwise.

#### IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent interest in Contractor, and an individual or entity has a fifty percent or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent or more percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV, is #1 or #2, then all of Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check One:

1. \_\_\_\_\_ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. \_\_\_\_\_ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. \_\_\_\_\_ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (1) and (2).
4.  There are no Substantial Owners.

**V. BUSINESS**

If this is a contract funded in whole or part by City or State funds, Contractor should fill out this section.

"LOCAL BUSINESS" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City Taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for the two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses."

- 1. Is bidder/proposer a "Local Business" as defined above? Yes: \_\_\_\_\_ No: \_\_\_\_\_
- 2. How many persons are currently employed by bidder/proposer? \_\_\_\_\_
- 3. Does bidder/proposer have business locations outside of the City of Chicago? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, list such bidder/proposer's business addresses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach Additional Sheets if Necessary)

- 4. How many of bidder/proposer's current employees work at City of Chicago locations? \_\_\_\_\_
- 5. Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

**VI. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certifications shall become part of any contract awarded to the Contractor set forth within of this Disclosure Affidavit and are a material inducement to the City's execution of the contract, contract modification or, contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

**VII. VERIFICATION**

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Mary K. Brophy  
Signature of Authorized Officer

Mary K. Brophy  
Name of Authorized Officer (Print of Type)

Director  
Title

773-539-5421  
Telephone Number

State of Illinois

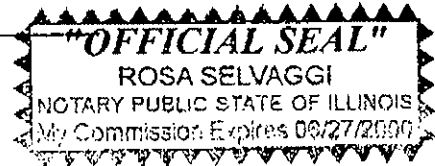
County of Cook

Signed and sworn to before me this 20th day of March, 2000 by

\_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of

\_\_\_\_\_ (Bidder/Proposer or Contractor).

Rosa Selvaggi  
Notary Public Signature



Notes 1-6 Contractor's Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II(A)(2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. See 720 ILCS 5/33E-3.
3. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and : (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts, See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response and Compensation and Liability Act (42 U.S.C. @ 9601 *et seq.*); (2) the Hazardous Material Transportation Act (49 U.S.C. @ 1801 *et seq.*); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. @ 7401 *et seq.*); (4) the Clean Water Act (33 U.S.C. @ 1251 *et seq.*); (5) the Clean Air Act (42 U.S.C. @ 7401 *et seq.*); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. @ 2601 *et seq.*); (7) the Safe Drinking Water Act (42 U.S.C. @ 300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. @ 651 *et seq.*); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. @ 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).