

240 S. Illinois Route 59, Bartlett, Illinois 60103

#### Special Meeting of Town Board May 9<sup>th</sup>, 2013 7:00 PM

#### AGENDA

- I. Call to Order Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
  - A. Veterans Honor Roll
    - 1. QM3 James Mosby
    - 2. DK1 Chin Keomuongchanh
    - 3. PO1 Wesley E. Eby
  - B. Streamwood Falcons 2012 Champions, 6<sup>th</sup> Grade POM
- V. Public Hearing Regarding the Acceptance of Credit Cards
- VI. Reports
  - A. Supervisor's Report
  - B. Clerk's Report
  - C. Highway Commissioner's Report
  - D. Assessor's Report
  - E. Treasurer's Report
  - F. Trustees' Committee Reports
- VII. Bill Paying
- VIII. Unfinished Business
- IX. New Business
  - A. Regular Meeting Minutes of April 16, 2013
  - B. Special Meeting Minutes of April 16, 2013
  - C. Ordinance Establishing Rules and Regulations Regarding Use of the Izaak Walton Reserve
  - D. Resolution Approving of a Payment Solutions Service Agreement between Hanover Township and LexisNexis Vitalchek Network, Inc.
  - E. Resolution Approving of a Software License and Services Agreement between Hanover Township and Ecolane USA, Inc.
  - F. Resolution Honoring Trustee Sandra Westlund-Deenihan for her Service to the People of Hanover Township

#### **Mission Statement**

Our mission is to continuously improve the quality of life of Hanover Township residents by providing a unique array of quality, cost effective, community-based services acting as a dynamic organization that delivers services in a responsible and respectful manner.

- G. Resolution Honoring Supervisor Nanci Vanderweel of Elk Grove Township
- H. Reappointment of Linda Best to the Mental Health Board
- I. Consideration of Award of Energy Supplier for Unincorporated Hanover Township
- J. Consideration of Employee Annual Health Insurance and Ancillary Benefits Renewal
- K. Authorization to purchase two Emergency Services SUV's from the State of Illinois bid list
- X. Executive Session
- XI. Other Business
  - A. Employee Appeal of Personnel Action
- XII. Adjournment

HANOVER TOWNSHIP

#### **VETERANS HONOR ROLL**

#### WE ARE PROUD TO HONOR THOSE WHO HAVE SERVED US SO VALIANTLY

5/6/13 attending

NAME: WESLEY EDMUND EBY
ADDRESS: 6911 MAGNOLIA ST.
CITY/ZIP CODE: HANOVER PARK, ILL 60133-3510
PHONE #: 630-837-5182
DATE OF BIRTH: 08-23-1945
BRANCH OF SERVICE: USNR-R
HIGHEST RANK ATTAINED: PETTY OFFICER 1ST CLASS (EG) (STG1)
YEARS OF SERVICE: FROM 9 NOV 1965 TO 1 SEP 1994
MEDALS AWARDED OR OTHER CITATIONS:  (OVER)
INJURIES: NONE

Comments: Please include any interesting stories, events, and/or memories of your time in the military. Please include additional sheet(s) if needed.

Attach copy of discharge papers, DD-214 or any other significant records regarding your time in the military. We will be happy to make copies and return your originals.

A historical file will be made regarding your time serving your country and will be available for future generations.

Thank you,

Brian P. M'Amil

Supervisor



yes Twp

X confirmed m 24

X 4130 set

All set

#### **VETERANS HONOR ROLL**

WE ARE PROUD TO HONOR THOSE WHO
HAVE SERVED US SO VALIANTLY

NAME: JAMES MOSBY	
ADDRESS: 865 MARTIN DR	
CITY/ZIP CODE: ELGIN 60120	
PHONE #: 847608 1855	
DATE OF BIRTH: 2-20-38	
BRANCH OF SERVICE: USCG	
HIGHEST RANK ATTAINED: QM3	
YEARS OF SERVICE: FROM 1956 TO 1958	
MEDALS AWARDED OR OTHER CITATIONS:	
INJURIES:	

Comments: Please include any interesting stories, events, and/or memories of your time in the military. Please include additional sheet(s) if needed.

Attach copy of discharge papers, DD-214 or any other significant records regarding your time in the military. We will be happy to make copies and return your originals.

A historical file will be made regarding your time serving your country and will be available for future generations.

Thank you,

Brin B. M'Awie

Supervisor



may 9 Ym V.M 5/6/13 e 2:30

yes Twp

#### **VETERANS HONOR ROLL**

WE ARE PROUD TO HONOR THOSE WHO
HAVE SERVED US SO VALIANTLY

NAME: CHIN KEDMUON	GCHANH
ADDRESS: 1159 N. ELMA	AVE
CITY/ZIB CODE: E/G/:)	T. (2012)
CITY/ZIP CODE: ELGIN S	60/30
PHONE #: 904.422-886	
DATE OF BIRTH: 7/22/	62
BRANCH OF SERVICE: U.S.	. ~ ~ ~ ~ ~
HIGHEST RANK ATTAINED:	- DKI
	The state of the s
YEARS OF SERVICE: FROM 2/	73/ TO 2/01
YEARS OF SERVICE: FROM 2/	, 31 <b>то</b> 2/01
YEARS OF SERVICE: FROM 2/3	
	TATIONS:
MEDALS AWARDED OR OTHER CIT	TATIONS:
MEDALS AWARDED OR OTHER CI	TATIONS:
MEDALS AWARDED OR OTHER CIT	TATIONS:
MEDALS AWARDED OR OTHER CIT SEE DD214  INJURIES:	FATIONS:  ⇒sting stories, events, and/or
MEDALS AWARDED OR OTHER CIT SEE DD214  INJURIES:	FATIONS:  ⇒sting stories, events, and/or
MEDALS AWARDED OR OTHER CIT SEE DD214  INJURIES:  C n s  Murs. May 94	Pations:  ⇒sting stories, events, and/or . Please include additional
MEDALS AWARDED OR OTHER CIT SEE DD214  INJURIES:  C n s  Murs. May 94	Pating stories, events, and/or Please include additional -214 or any other significant
MEDALS AWARDED OR OTHER CITSEE DD 214  INJURIES:  C n s A 1,00 PM	Pating stories, events, and/or  . Please include additional
MEDALS AWARDED OR OTHER CITSEE DD 214  INJURIES:  C n s A 1,00 PM	Pating stories, events, and/or Please include additional  -214 or any other significant ilitary. We will be happy to make
MEDALS AWARDED OR OTHER CITSEE DD 214  INJURIES:  C n s A 1,00 PM	psting stories, events, and/or . Please include additional  -214 or any other significant ilitary. We will be happy to make  ng your time serving your
MEDALS AWARDED OR OTHER CIT SEE DD214  INJURIES:  C n s  Murs. May 94	Pating stories, events, and/or Please include additional  -214 or any other significant ilitary. We will be happy to make

**Supervisor** 

#### **Hanover Township**

Board Audit Report From 4/17/13 to 5/9/13

	Subtotal	Alexian Invoices	Total
Total Town Fund	20,402.80	88.00	20,490.80
Total Senior Center	11,812.92		11,812.92
Total Welfare Services	322.82		322.82
Total Road and Bridge	5,974.23		5,974.23
Total Mental Health Board	560.00		560.00
Total Retirement	0.00		
Total Vehicle	0.00		
Total Capital	0.00		
Total All Funds	39,072.77	88.00	39,160.77

The above "Subtotal" column has for payment this 9th day of May	• •	The above "Total" column has been approved for payment this 9th day of May 2013.		
Supervisor	Town Clerk	Supervisor	Town Clerk	
Trustee	Trustee	Trustee	Trustee	
Trustee	Trustee	Trustee	Trustee	

Туре	Date	Num	Name	Memo	Amount
101CON	n Fund - Expend I · Community C 361 · Utilities				
Bill Bill Bill	03/30/2013 03/30/2013 03/30/2013		Com Ed 016 (Astor) Nicor 75 Nicor 65	Acct# 8584152016 Monthly Charges Acct# 75-08-57-1000 4 Monthly Charges Acct# 65-08-57-1000 5 Monthly Charges	338.56 161.23 172.42
Total	l 1014361 · Utilitie	es			672.21
Total 10	1COM · Commun	ity Center C	Ops		672.21
1010	· Community & CMA · Community 014621 · Satellite	y Relations	3		
Bill	03/30/2013		Allied Waste Services	Acct# 3-0551-0097167 Monthly Charges	51.50
Т	otal 1014621 · Sa	atellite Offic	e Utilities		51.50
Total	101CMA · Comn	nunity Rela	tions		51.50
Total 10	1CVA · Communi	ty & Vetera	n Affairs		51.50
	ES - Expenditur				
<b>1014</b> Bill	802 · Equipment 03/30/2013	i .	The Home Depot	Dolly (2)	39.94
Total	l 1014802 · Equip	ment			39.94
	813 · Vehicle Fu	el & Mainte			005.70
Bill	03/30/2013	la Fual 9 M	Village of Hanover Park (Fuel)	March Fuel	285.79
Total	l 1014813 · Vehic	ie Fuei & ivi	laintenance		285.79
	1ES · ES - Expen				325.73
	<ul> <li>Legal &amp; Auditin</li> <li>502 - Legal Serv</li> </ul>				
Bill	03/30/2013		Bryan E. Mraz & Associates	Legal Fees March 2013	12,215.50
Total	l 1014502 · Legal	Services			12,215.50
Total 10	1LEA · Legal & A	uditing			12,215.50
	N · Facilities Mai				
1014 Bill	209 · Building C 03/30/2013	ontracts	Fox Valley Fire & Safety	Inv# 752481 Ansulex System Service	114.50
Bill Bill	03/30/2013 03/30/2013		Orkin Pest Control (Senior) Orkin Pest Control (Town)	Acct# D-1147668 Pest Control Acct# D-11467644 Pest Control	65.00 60.00
	03/30/2013 I 1014209 · Buildii	na Contract	` '	Accia D-11407044 Pest Contion	239.50
	210 · Building M	-			233.30
Bill	03/30/2013		The Home Depot	Baseboard/Toilet Flapper/Exit Sign Battery	401.57

Туре	Date	Num	Name	Memo	Amount
Total 10	014210 · Build	ing Mainten	ance - Town		401.57
101421	1 · Building N	/laintenanc			
	03/30/2013 03/30/2013		Climatetemp Service Group, LLC Village of Bartlett	Inv# 1310327 Boiler Pump Motor Inv# BLDG-31 Elevator Inspection	1,657.72 42.00
Total 10	014211 · Build	ing Mainten	ance - Senior		1,699.72
Bill (	3 · Equipmen 03/30/2013 03/30/2013 03/30/2013	t Maintena	nce - Town Interact Business Products, LLC Interact Business Products, LLC Interact Business Products, LLC	Inv# 82059 Copy Charges Inv# 82060 Annual Copier Contract Inv# 81969 Copy Charges	109.07 2,436.94 86.65
Total 10	014213 · Equip	oment Main	tenance - Town		2,632.66
	8 · Vehicle Ma 03/30/2013	aintenance	- <b>Town</b> Carquest Auto Parts Stores	Tube/Roll Pin	16.24
Total 10	014218 · Vehic	cle Mainten	ance - Town		16.24
	9 · Vehicle Fu	uel - Town	Village of Hanover Park (Fuel)	March Fuel	696.17
Total 10	014219 · Vehic	cle Fuel - To	, ,		696.17
101422	2 · Trash Ren	noval - Tow	vn		
	03/30/2013		Allied Waste Services	Acct# 3-0551-6013270 Monthly Charges	151.92
Total 10	014222 · Trash	n Removal -	- Town		151.92
	23 · Trash Ren 03/30/2013	noval - Sen	ior Allied Waste Services	Acct# 3-0551-6000579 Monthly Charges	144.92
Total 10	014223 · Trasl	n Removal -	Senior		144.92
	24 · Trash Ren 03/30/2013	noval - Ast	or Allied Waste Services	Acct# 3-0551-6013274 Monthly Charges	135.40
Total 10	014224 · Trasl	n Removal -	- Astor		135.40
Total 101M	1AIN · Facilitie	s Maintenar	nce		6,118.10
	Town Hall Exp				
	<b>3 · Utilities - </b> 03/30/2013	IOWN	Com Ed 006 (Town)	Acct# 7826009006 Monthly Charges	587.02
Total 10	014403 · Utiliti	es - Town		, -	587.02
Total 101Ti	HE · Town Ha	II Expense			587.02
	Town Office E				
Bill (	<b>1 · Communi</b> 03/30/2013 03/30/2013	ty Affairs	Mark Your Space, Inc. Streamwood Women's Club	Inv# 1714 Community Event Display Table Cloth Ad in Flower Show Book	236.54 100.00
	014531 · Com	munity Affai			336.54
		, -			

Туре	Date	Num	Name	Memo	Amount
Total 10	01TOE · Town Offi	ice Expense	е		336.54
	S · Youth & Famil ADM · Administra		nical		
Bill	1094623 · Travel 03/30/2013		Parquette, John	Mileage Reimbursement	184.20
	Total 1094623 · Tr	avel	i aiquette, ooiiii	will cage Treithbursement	184.20
			01.1.1		
lota	al 109ADM · Admir	nistration &	Clinical		184.20
Total 10	09YFS · Youth & F	amily Serv	ices		184.20
Total 1014	· Town Fund - Exp	penditures			20,490.80
1104AE	nior Center - Expe DM · Administration 4524 · Utilities				
Bill	03/30/2013		Com Ed 009 (Snr)	Acct# 7826010009 Monthly Charges	1,876.71
Tota	al 1104524 · Utilitie	es			1,876.71
110 Bill	4527 · Equipment 03/30/2013	t	Cooler Smart USA LLC	Inv# 14335204 Water Machine Maintenance	66.50
Bill	03/30/2013		Cooler Smart USA LLC	Inv# 14335204 Water Machine Maintenance	66.50
Tota	al 1104527 · Equip	ment			133.00
	4537 · Consultan	ts			
Bill	03/30/2013		Active Seniors Options	Inv#80881 Consulting Services	690.00
lota	al 1104537 · Consi	ultants			690.00
Total 1	104ADM · Adminis	tration			2,699.71
	DC · Social Servic 4515 · Programm				
Bill	03/30/2013		Hoffman Estates Park District	Rcpt# 1935942 St Pats Day Facility Rental/Meals	2,572.04
Tota	al 1104515 · Progr	amming			2,572.04
Total 1	104SOC · Social S	Services			2,572.04
	RN · Transportatio 4518 · Vehicle Ma				
Bill Bill	03/30/2013 03/30/2013		Keller Heartt Co., Inc. Carquest Auto Parts Stores	Inv# 176051 Oil Wheel Nut/Oil Seal/Brake Caliper/Brake Pads/Drivealign Pulley	382.50 715.86
Tota	al 1104518 · Vehic	le Maintena	ance		1,098.36
	4551 · Training		Alasian Busa Camanusta Haaliba Camina	In # 470004 Employee Physical	00.00
Bill	03/30/2013		Alexian Bros Corporate Health Services	Inv# 473364 Employee Physical	88.00
ı ota	al 1104551 · Traini	ng			88.00

Туре	Date	Num	Name	Memo	Amount
<b>11045</b> Bill	552 · Fuel 03/30/2013		Village of Hanover Park (Fuel)	March Fuel	5,354.81
	1104552 · Fuel		village of Hallovel Falk (Fuel)	March Luei	5,354.81
Total 110	4TRN · Transpor	tation			6,541.17
Total 1104 · S	Senior Center - E	xpenditure	s		11,812.92
2024ADN	re Services - Ex 1 · Administration 202 · Office Supposed 03/30/2013	n	Sam's Club (Old Acct)	Kitchen Supplies	63.40
Bill	03/30/2013		Staples	Inv# 3196061652 Folders/Label Laser/Desk Pad	119.42
Total 2	2024202 · Office	Supplies			182.82
<b>20242</b> Bill	210 · Printing 03/30/2013		Kwik Print	Inv# 49330 Business Cards (2 Sets)	76.00
Total 2	2024210 · Printin	ıg			76.00
	607 · Profession	al Services			
Bill	03/30/2013		Verify (XHANGA)	Inv# 768297 Background Checks	64.00
Total 2	2024507 · Profes	sional Ser	vices		64.00
Total 202	4ADM · Adminis	tration			322.82
Total 2024 · \	Welfare Services	- Expendit	ures		322.82
3034ADN	& Bridge - Expe I · Administratio '07 · Printing				
Bill	03/30/2013		Staples	Inv# 3195624884 Spring Brush Pick-Up Labels	53.85
Total	3034707 · Printir	g			53.85
<b>30347</b> Bill	711 · Utilities 03/30/2013		Com Ed 8009 (R&B)	Acct# 7826008009 Monthly Charges	155.98
Total	3034711 · Utilitie	s			155.98
<b>30347</b> Bill	712 · Miscellane 03/30/2013	ous	Business Card - Bank of America	Business Meeting Supplies	47.24
Total	3034712 · Misce	llaneous			47.24
Total 303	4ADM · Adminis	tration			257.07
	) · Road Mainter				
<b>30346</b> Bill	602 · Operating 9 03/30/2013	Supplies &	Materials Beverly Materials, L.L.C.	Inv# 184441 Yard Pickup	89.92
Bill	03/30/2013		The Home Depot	Digital Infrared Thermometer/Blacktop Patch	209.29

Type Da	te Num	Name	Memo	Amount
Total 3034602	· Operating Supp	olies & Materials		299.21
<b>3034603</b> · <b>Gas</b> Bill 03/30/2		Village of Hanover Park (Fuel)	March Fuel	1,217.95
Total 3034603		village of Hallover Falk (Fuel)	Malcii Fuei	1,217.95
				1,217.95
<b>3034610 · Stre</b> Bill 03/30/2		Com Ed 000 & 048 (R&B)	Acct# 0657043000 Monthly Charges	0.46
Bill 03/30/2		Com Ed 152	Acct# 0045120152 Monthly Charges	256.92
Bill 03/30/2		Dependable Building Services	Inv# 45165 Street Light Repair	605.48
Total 3034610	· Street Lighting			862.86
Total 3034ROD · F	Road Maintenand	е		2,380.02
303EQM · Equipm		as 0 Fault		
Bill 03/30/2	ntenance Vehicl	Alexander Equipment Company	Inv# 91463D Chipper Parts/Materials	2,330.75
Bill 03/30/2		Monroe Truck Equipment	Inv# 5236433 Pressure Switch	45.04
Bill 03/30/2		Monroe Truck Equipment	Inv# 5236434 Pump/Compensator	501.15
Bill 03/30/2		Carquest Auto Parts Stores	Heater Core/Filters/Spark Plugs	449.97
Bill 03/30/2	013	Terrace Supply Company	Inv# 925260 Cylinder Rental	10.23
Total 3034609	· Maintenance V	ehicles & Equip		3,337.14
Total 303EQM · E	quipment			3,337.14
otal 3034 · Road & E	Bridge - Expenditu	ures		5,974.23
054 · Mental Health				
5054SVC · Service	e Contracts in Family Ctr - A	dult Beyok		
Bill 03/30/2		Greater Elgin Family Care Center	Adult Psychiatric Services	560.00
Total 5054199	· Elgin Family Ct	r - Adult Psych		560.00
Total 5054SVC · S	Service Contracts			560.00
otal 5054 · Mental H	ealth - Expenditu	res		560.00
<b>AL</b>				39,160.77

#### **Hanover Township**

Board Audit Report From 4/17/13 - 5/9/13

	Subtotal	Alexian Invoices	Total
Total Town Fund	73,545.27	76.80	73,622.07
Total Senior Center	40,534.14		40,534.14
Total Welfare Services	19,617.15		19,617.15
Total Road and Bridge	3,407.62		3,407.62
Total Mental Health Board	14,389.66		14,389.66
Total Retirement	0.00		
Total Vehicle	100.00		100.00
Total Capital	2,458.44		2,458.44
Total All Funds	154,052.28	76.80	154,129.08

The above "Subtotal" column ha for payment this 9th day of Ma		The above "Total" column has been approved for payment this 9th day of May 2013.		
Supervisor	Town Clerk	Supervisor	Town Clerk	
Trustee	Trustee	Trustee	Trustee	
Trustee	 Trustee	 Trustee	Trustee	

Туре	Date	Num	Name	Memo	Amount
	Fund - Reven				
<b>1013430</b> Check	<ul> <li>YFS - Therap 04/19/2013</li> </ul>	y Charges 98963	Robert Juberg	Overpayment	30.00
Total 101	3430 · YFS - T	herapy Char	ges		30.00
Total 1013 ·	Town Fund - Re	evenue			30.00
	r Center - Rev				
1103500 Check Check Check Check	• Senior Progr 04/30/2013 04/30/2013 04/30/2013 04/30/2013	99036 99040 99048 99061	Ed Canady Marcia Guardia Susan McMillan Diane Santoni	Book of Mormon Refund Book of Mormon Refund Book of Mormon Refund Book of Mormon Refund	115.00 115.00 115.00 115.00
Total 110	3500 · Senior F	Programs			460.00
	Lending Clos		Operation and the second	London Oland Batand	55.00
Check	04/30/2013 3509 · Lending	99047	Carol Lacey	Lending Closet Refund	55.00 55.00
	Senior Center -				515.00
101CAP -	Fund - Expen Capital Exper	nditures			
	10 · Equipmer			Based Marking Consilies - Wheeled Cons	40.00
Check Check	04/19/2013 04/30/2013	98958 99065	Dolan Baumer, Kathleen M Wells Fargo Financial Leasing 002	Board Meeting Supplies - Wheeled Case Acct# 001-0113861-002 Copy Machine Lease	40.00 328.00
Total	1014410 · Equi	pment Purch	nases		368.00
	30 · Compute				
Check Check	04/30/2013 05/03/2013	99034 99190	Current Technologies Corporation Dell Marketing L.P.	Inv# 709870 Network Labor Inv# xxj4m4j934 Computer Purchase	3,705.00 1,065.01
			ment & Software	, , , , , , , , , , , , , , , , , , ,	4,770.01
Total 101	CAP · Capital E	Expenditures			5,138.01
	· Community H	•			,
<b>10144</b> Check	<b>51 · Postage</b> 04/19/2013	98981	Pitney Bowes Purchase Power	Acct# 8000-9090-0080-1105 Postage Charges	11.18
	1014451 · Post		Timey bowes I dichase I ower	Accim 0000-9090-0000-1100 1 Ostage Offanges	11.18
	53 · Printing	ago			
Check Check	04/30/2013 05/03/2013	99043 99201	Interact Business Products, LLC Staples	Inv# 82846 Copy Charges Inv# 3197496367 Ink/Copy Paper	30.76 104.97
Total	1014453 · Print	ing	·		135.73
10144	54 · Travel				
Check Check	04/19/2013 05/03/2013	98961 99181	Hoch, Keely P Smith, Kristin N	Mileage Reimbursement Mileage Reimbursement	29.94 40.57
CHOOK	50,00,2010	00101		cage . tollibuloution	

Туре	Date	Num	Name	Memo	Amount
Total	1014454 · Trave	el			70.51
	156 · Communi				
Check	04/30/2013	99049	Medical Screening Services, Inc	Inv# 289667 Blood Pressure Wallet Cards	30.00
	1014456 · Com	-			30.00
T0144 Check	159 · Profession 04/30/2013	99019	<b>s</b> Alexian Brothers Health System	Patient# G.9319 Lab Work	76.80
Total	1014459 · Profe	essional Ser	vices		76.80
<b>1014</b> 4 Check	<b>191 · Health Ins</b> 04/19/2013	urance 98985	United Healthcare	Cust# 530960 Policy Coverage	1,565.52
Total	1014491 · Healt		3	· · · · · · · · · · · · · · · · · · ·	1,565.52
10144	192 · Dental, Vis	sion & Life	Insurance		,
Check Check	04/19/2013 04/30/2013	98970 99063	Euclid Managers Vision Service Plan	Cust# 5641581 Dental/Life Ins Premium Acct#30 033722 0001 Vision Insurance Monthly Premium	118.98 20.52
Total	1014492 · Denta	al, Vision &	Life Insurance		139.50
Total 101	CHN · Commur	nity Health			2,029.24
101COM	· Food Pantry	-			
<b>10143</b> Check	391 · Health Ins 04/19/2013	urance 98985	United Healthcare	Cust# 530960 Policy Coverage	1,575.97
	1014391 · Healt			custin cooper time, coverage	1,575.97
	392 · Dental, Vis				1,0101
Check Check	04/19/2013 04/30/2013	98970 99063	Euclid Managers Vision Service Plan	Cust# 5641581 Dental/Life Ins Premium Acct#30 033722 0001 Vision Insurance Monthly Premium	155.24 18.02
Total	1014392 · Denta	al, Vision &	Life Insurance		173.26
Total 101	COM · Food Pa	intry -			1,749.23
101CVA	· Community & MA · Communi	Veteran Af			·
10	014611 · Educat 05/03/2013			TOCC Caring Conference Decistration T. Vuttenhous	30.00
Check				TOCC Spring Conference Registration T. Kuttenberg	30.00
	otal 1014611 · E <b>)14614 · Printin</b>		Training		30.00
Check Check	04/19/2013 04/19/2013	98975 98976	Interact Business Products, LLC Kwik Print	Inv# 82391 New User Settings for Printer/Scanner Inv# 49523 Business Cards (100)	150.00 26.80
Total 1014614 · Printing					
10	)14617 · Equipn	nent & Furi			
Check Check	04/19/2013 04/30/2013	98987 99023	Wells Fargo Financial Leasing Ace Coffee Bar	Acct# 001-0090075-002 Copier Machine Rental Inv# 102470 Water Machine Rental	62.50 14.98

Туре	Date	Num	Name	Memo	Amount
7	Гotal 1014617 · Е	quipment &	Furniture		77.48
	1014619 · Office		0		00.04
Check _	05/03/2013	99201	Staples	Inv# 3196721234 Calculator/Markers/Highlighters/Envelopes/Notepads	63.01
	Total 1014619 · O	• • •			63.01
Check	1014621 · Satellit 04/30/2013	99033	tilities Com Ed 041	Acct# 7923218041 Elgin CRO Monthly Charges (Split Cost)	52.44
Check	04/30/2013	99051	Nicor 78	Acct# 78-11-12-9467 0 Monthly Charges	138.61
Check Check	05/03/2013 05/03/2013	99188 99193	City of Elgin NICOR (79)	Acct# 413720-6423 Water/Sewer Acct# 79-29-75-3728 8 Monthly Charges	14.62 111.61
	Total 1014621 · S		, ,	ricoim ro 20 ro or 20 o montain, orial goo	317.28
	1014622 · Satellit				017.20
Check	04/19/2013	98965	Renz Center	CRO Rent	872.50
Check	05/03/2013	99180	Renz Center	CRO Rent	872.50
7	Гotal 1014622 · S	atellite Office	ce Lease		1,745.00
1 Check	1014623 · Satellit 04/19/2013	te Office Ph 98968	hone & Intrnt Call One	Acct# 1010-8140-0000 Monthly Charges	134.73
Check	05/03/2013	99185	AT&T 697	Acct# 1010-0140-0000 Monthly Charges Acct# 847 742-8953 697 4 Monthly Charges	64.16
7	Гotal 1014623 · S	atellite Offic	ce Phone & Intrnt		198.89
1	1014625 · Comm	unications			
Check Check	05/03/2013 05/03/2013	99178 99186	Easy Permit Postage Breese Journal & Publishing Company	Acct# 8000-9090-0585-2392 Hanover Happenings Postage Inv# 78106 Hanover Happenings	8,926.56 7,952.76
	05/05/2015 Fotal 1014625 ⋅ C		• , ,	IIIv# 70106 Hallovel Happellings	16,879.32
	1014691 · Health	-			10,079.32
Check	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	2,200.80
7	Гotal 1014691 · Н	ealth Insura	ance		2,200.80
1	1014692 · Dental	, Vision & I	Life Insurance		
Check Check	04/19/2013 04/30/2013	98970 99063	Euclid Managers Vision Service Plan	Cust# 5641581 Dental/Life Ins Premium Acct#30 033722 0001 Vision Insurance Monthly Premium	132.80 25.00
			n & Life Insurance	Accumos 600722 6001 Vision insurance Monany Fremium	157.80
Tota	al 101CMA · Com	munity Rela	ations		21,846.38
Total 10	1CVA · Commun	nity & Vetera	an Affairs		21,846.38
	ES - Expenditu				
1014 Check	4802 · Equipmen 04/19/2013	ot 98967	Air One Equipment, Inc.	Inv# 87095 Vehicle Lights	435.50
Check	04/19/2013	98969	Comcast (ES)	Acct# 8771 10 083 0226773 Monthly Internet Charges	94.90
Check	04/30/2013	99022	Air One Equipment, Inc.	Inv# 87272 Hydrant Valve/Tool Bag/Wheel Chocs	634.90
Check	05/03/2013	99198	Safety Lane Inspections	Inv# 10081 Safety Inspection	33.48

Туре	Date	Num	Name	Memo	Amount
Total	1014802 · Equip	ment			1,198.78
1014	803 · Uniforms				
Check	05/03/2013	99202	Today's Uniforms Inc	Inv# 39836 Tactical Shirts (10)	487.30
Total	1014803 · Unifo	rms			487.30
	806 · Office Sup		K 7 B	L #40444 B	04440
Check Check	04/19/2013 05/03/2013	98976 99201	Kwik Print Staples	Inv# 49444 Business Cards (8 Sets) Inv# 3197496371 USB Drive	214.40 69.00
	1014806 · Office		Ctapies		283.40
	808 · Education	• • •			200.10
Check	04/30/2013	99058	REM Management Services, Inc	Emergency Services Training - Crisis Management	800.00
Total	1014808 · Educ	ation / Trair	ning		800.00
1014	891 · Health Ins	urance			
Check	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	1,575.97
Total	1014891 · Healt	h Insurance	9		1,575.97
	892 · Dental, Vis				
Check Check	04/19/2013 04/30/2013	98970 99063	Euclid Managers Vision Service Plan	Cust# 5641581 Dental/Life Ins Premium Acct#30 033722 0001 Vision Insurance Monthly Premium	145.19 18.02
	1014892 · Denta			7.60th 60 6067 EL 6067 Violen modulate Montally 1.10th and	163.21
	1ES · ES - Exper				4,508.66
	Insurance & Er 504 · Dental, Vis				
Check	05/03/2013	99192	NCPERS	Unit# 5785 Policy Coverage	5.12
Total	1014504 · Denta	al, Vision &	Life Insurance		5.12
1014	507 · Flex Plan	& 457 Plan			
Check	04/19/2013	98984	TASC	Inv# 3200214002 Admin Fees	77.40
Total	1014507 · Flex	Plan & 457	Plan		77.40
Total 101	1ISE · Insurance	& Employe	e Benefits		82.52
101MAIN	N · Facilities Ma	intenance			
1014	205 · Janitorial	Supplies -			
Check	04/30/2013	99042	The Home Depot F&M	Hooks/Mops	42.54
Total	1014205 · Janito	orial Supplie	es - Town		42.54
<b>1014</b> Check	208 · Housekee 04/30/2013			Inv# 36159 Janitorial Service	2 220 00
		99055	Perfect Cleaning Service, Inc.	IIIV# 36139 Janitonal Service	2,880.00
	1014208 · Hous		Onitaci		2,880.00
1014 Check	209 · Building C 04/19/2013	ontracts 98971	Fox Valley Fire & Safety	Inv# 752783 Quarterly Monitoring	78.00
J	3., . 3, 2010		· ····································		70.00

Type Date Num Name Memo							
Check 04/19/2013 98971 Fox Valley Fire & Safety INv# 752922 Quarterly Monitoring Check 04/30/2013 99053 Orkin Pest Control (Senior) Acct# 11467668 Pest Control	78.00 65.00						
Check 04/30/2013 99054 Orkin Pest Control (Town) Acct# 114667644 Pest Control	60.00						
Total 1014209 · Building Contracts	281.00						
1014210 · Building Maintenance - Town	45.00						
Check 04/30/2013 99039 Elgin Key & Lock Co., Inc. Inv# 82344 Clerk Keys Check 04/30/2013 99041 Grainger Inv# 9120188835 Ethernet Switch	45.60 51.40						
Check 04/30/2013 99042 The Home Depot F&M Supply Closet Lock, Keys/Floor Cleaner/Flush Valve Repair Kit/Sink Baske	et/Wal 319.46						
Total 1014210 · Building Maintenance - Town	416.46						
1014211 · Building Maintenance - Senior	444.00						
Check 04/19/2013 98973 Grainger Inv# 9106429468 INdoor/Outdoor Convex Mirror Check 04/30/2013 99028 A & P Grease Trappers, Inc Pump Indoor Grease Trap/Ejector Pit	111.06 390.00						
Check 04/30/2013 99029 Bade Paper Products, Inc Inv# 188900 Household Towels/Roll Towels	282.52						
Check         04/30/2013         99041         Grainger         Inv# 9121429626 Grease Trap Treatment	55.00						
Check 04/30/2013 99042 The Home Depot F&M Batteries/Light Bulbs	89.89						
Total 1014211 · Building Maintenance - Senior	928.47						
1014213 · Equipment Maintenance - Town Check 04/30/2013 99042 The Home Depot F&M Paint Stool/Paint Supplies	104.94						
Check 04/30/2013 99043 Interact Business Products, LLC Inv# 82878 Copy Charges	62.66						
Total 1014213 · Equipment Maintenance - Town	167.60						
1014218 · Vehicle Maintenance - Town							
Check 04/30/2013 99031 Biggers Chevrolet-Isuzu Inv# 72043 Harness	170.32						
Total 1014218 · Vehicle Maintenance - Town	170.32						
1014225 · Grounds Maintenance Check 04/30/2013 99041 Grainger Inv# 9118054064 Fountain Pump	39.24						
Check 05/03/2013 99191 John Deere Landscapes Inv# 64251793 Mulch/Sod	361.25						
Total 1014225 · Grounds Maintenance	400.49						
1014228 · Building Maintenance - Elgin							
Check 04/30/2013 99041 Grainger Inv# 9112544292 Sodium Lamps (4) Check 04/30/2013 99059 Ralph Helm, Inc Inv# 217053 Trimmer	146.76 343.94						
The state of the s	490.70						
Total 1014228 · Building Maintenance - Elgin	490.70						
1014291 · Health Insurance Check 04/19/2013 98985 United Healthcare Cust# 530960 Policy Coverage	1,627.14						
Total 1014291 · Health Insurance							
1014292 · Dental, Vision & Life Insurance							
Check 04/19/2013 98970 Euclid Managers Cust# 5641581 Dental/Life Ins Premium	235.71						
Check 04/30/2013 99063 Vision Service Plan Acct#30 033722 0001 Vision Insurance Monthly Premium	31.47						
Total 1014292 · Dental, Vision & Life Insurance	267.18						

Total 101MAIN - Facilities Maintanana	
Total 101MAIN · Facilities Maintenance	7,671.90
101THE · Town Hall Expense 1014402 · Telephone - Town	Appt# 1010 0140 0000 Mapthly Charges
Check 04/19/2013 98968 Call One Check 04/30/2013 99024 AT&T 803	Acct# 1010-8140-0000 Monthly Charges 2,106.65 Acct# 630 Z99-0161 803 2 Monthly Charges 43.23
Check 04/30/2013 99025 AT&T 533 Check 04/30/2013 99026 AT&T 077	Acct# 630 837-1413 533 8 Monthly Charges 82.90 Acct# 630 540-9071 077 2 Monthly Charges 96.75
Total 1014402 · Telephone - Town	2,329.53
1014403 Utilities - Town	
Check 05/03/2013 99194 Nicor 34	Acct# 34-51-77-1000 9 Monthly Charges 422.47
Total 1014403 · Utilities - Town	422.47
1014405 · Internet Access - Town Check 04/30/2013 99035 Comcast (Town)	Acct# 8771 10 083 0128607 Monthly Charges 139.90
Total 1014405 · Internet Access - Town	139.90
1014416 · Equipment Rental - Town	
Check         04/19/2013         98980         Pitney Bowes Global           Check         04/30/2013         99023         Ace Coffee Bar	Financial Services Acct# 9574435 Postage Machine Rental 364.63 Inv# 102471 Water Machine Rental 29.95
Total 1014416 · Equipment Rental - Town	394.58
Total 101THE · Town Hall Expense	3,286.48
101TOE · Town Office Expense	
1014401 · Postage Check 04/23/2013 99015 Easy Permit Postage	Acct# 8000-9090-0585-2392 Postage Renewal 1,011.48
Check 05/03/2013 99201 Staples	Inv# 3197496373 Copy Paper 207.45
Total 1014401 · Postage	1,218.93
1014404 · Office Supplies Check 04/19/2013 98966 Ace Coffee Bar	Inv# 286648 Coffee (3 Boxes) 104.85
Check 04/30/2013 99057 P.F. Pettibone & Co	Inv# 25733 Minute Book Cover/Gold Page Stamping 220.95
Check 05/03/2013 99201 Staples	Inv# 3197496370 Storage Boxes 55.29
Total 1014404 · Office Supplies	381.09
<b>1014406 · Printing</b> Check 04/19/2013 98976 Kwik Print	Inv# 49535 Business Cards (500) 38.00
Check 04/30/2013 99046 Kwik Print	Inv# 49562 Business Cards (500) 38.00
Total 1014406 · Printing	76.00
<b>1014408 · Salaries</b> Check 04/30/2013 99044 Job Giraffe	Inv# 00197927 Part Time Office Temp Help 133.28
Total 1014408 · Salaries	133.28
1014412 · Travel Expenses	
Check 04/19/2013 98959 Imperato, Alexandrea	M Mileage Reimbursement 10.80

Туре	Date	Num	Name	Memo	Amount
Total	1014412 · Trav	el Expenses	3		10.80
	129 · Miscellan		T		
Check	04/19/2013	98983	Town & Country Gardens	Acct# 15339 Bereavement Flowers - Tiknis	120.98
	1014429 · Misc				120.98
T0145 Check	530 · Financial 04/19/2013	98972	Governmental Accounting, Inc	Inv# 5496 Monthly Contract Billing	4,930.00
Total	1014530 · Fina	ncial Admini	stration		4,930.00
	591 · Health Ins		11.% 111. 10	O	4 000 70
Check	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	4,862.70
	1014591 · Heal				4,862.70
10145 Check	5 <b>92 · Dental, Vi</b> 04/19/2013	98970	Insurance Euclid Managers	Cust# 5641581 Dental/Life Ins Premium	344.79
Check	04/30/2013	99063	Vision Service Plan	Acct#30 033722 0001 Vision Insurance Monthly Premium	-12.30
Total	1014592 · Dent	al, Vision &	Life Insurance		332.49
Total 101	TOE · Town Of	fice Expens	е		12,066.27
	· Assessor's Di				
10444 Check	111 · Equipmer 04/30/2013	nt Purchase 99032	es Computer Bits, Inc.	Inv#20608 VPN/Software Installation	400.00
	1044411 · Equi		•	IIIV/25000 VI IV SSILVATO IIISLAINALOIT	400.00
	126 · Miscellan				
Check	04/19/2013	98960	Glascott, Patricia A	Bereavement FLowers - Tikinis	117.95
Total	1044426 · Misc	ellaneous			117.95
	191 · Health Ins		Lloste ed Llos ettles e un	Cust# 500000 Palisu Causage	1.017.70
Check	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	1,617.72
	1044491 · Heal				1,617.72
Check	<b>192 · Dental, Vi</b> 04/19/2013	98970	Euclid Managers	Cust# 5641581 Dental/Life Ins Premium	201.28
Check	04/30/2013	99063	Vision Service Plan	Acct#30 033722 0001 Vision Insurance Monthly Premium	28.74
Total	1044492 · Dent	al, Vision &	Life Insurance		230.02
Total 104	ASR · Assesso	r's Division			2,365.69
	Clerk's Depar				
10742 Check	206 · Legal Not 04/19/2013	ices 98982	Paddock Publications, Inc	Inv# 4334556 Town Meeting Notice	64.40
Check	05/03/2013	99196	Paddock Publications, Inc	Inv# 4335126 Notice of Public Hearing	43.70
Check	05/03/2013	99196	Paddock Publications, Inc	Inv# 4336559 Amended Notice of Public Hearing	43.70
Total	1074206 · Lega	l Notices			151.80

Туре	Date	Num	Name	Memo	Amount		
<b>1074</b> Check	1291 · Health Ins 04/19/2013	urance 98985	United Healthcare	Cust# 530960 Policy Coverage	1,669.01		
Tota	l 1074291 · Healt	h Insurance			1,669.01		
	1292 · Dental, Vis						
Check Check	04/19/2013 04/30/2013	98970 99063	Euclid Managers Vision Service Plan	Cust# 5641581 Dental/Life Ins Premium Acct#30 033722 0001 Vision Insurance Monthly Premium	145.19 18.02		
	I 1074292 · Denta			Accuracy accuracy violent modulates mentally information	163.21		
Total 10	7CLK · Clerk's De	epartment			1,984.02		
109YFS 109 <i>F</i>	· Youth & Famil ADM · Administra 094611 · Educat	y Services ation & Clir ion & Trair	nical ning		,		
Check	05/03/2013	99200	Sased-Illinois PBIS Network	Inv# x4nglz7tng3 PBIS AS200 H.S. Forum	17.50		
	otal 1094611 · E		Training		17.50		
Check Check	094619 · Office \$ 05/03/2013 05/03/2013	<b>Supplies</b> 99197 99197	Quill Corporation Quill Corporation	Inv# 1893669 Colored Copy Paper Inv# 1893669 Tax Exempt	76.75 -4.52		
Т	otal 1094619 · O	ffice Suppli	es		72.23		
1	094623 · Travel						
Check	04/19/2013	98962	Graffy, Susan L	Mileage Reimbursement	59.59		
	otal 1094623 · Tr				59.59		
1 Check	094625 · Insurar 05/03/2013	1 <b>ce</b> 99183	American Professional Agency, Inc	Acct# ILHANO8000A Liability Insurance Policy Renewal	2,929.00		
Т	otal 1094625 · In	surance			2,929.00		
1 Check	094629 · Dues & 04/19/2013	Subscript 98977	ions Midwest Living	Midwest Living Magazine Subscription	5.99		
Т	otal 1094629 · Di	ues & Subs	criptions	· · · · · · · · · · · · · · · · · · ·	5.99		
1	094691 · Health	Insurance					
Check	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	6,970.36		
Т	otal 1094691 · H	ealth Insura	ance		6,970.36		
1 Check	094692 · Dental, 04/19/2013	Vision & L 98970	Life Insurance Euclid Managers	Cust# 5641581 Dental/Life Ins Premium	698.18		
Check	04/30/2013	99063	Vision Service Plan	Acct#30 033722 0001 Vision Insurance Monthly Premium	110.82		
Total 1094692 · Dental, Vision & Life Insurance							
Total 109ADM · Administration & Clinical					10,863.67		
Total 10	9YFS · Youth & F	amily Serv	ices		10,863.67		
. 5141 10							

Туре	Date	Num	Name	Memo	Amount
Total 1014 ·	Town Fund - Ex	penditures			73,592.07
1104ADN	or Center - Expo M · Administrati 517 · Salaries				
Check Check Check	04/19/2013 04/30/2013 04/30/2013	98974 99044 99044	Job Giraffe Job Giraffe Job Giraffe	Inv# 00197620 Part Time Office Temp Help Inv# 00197655 Part Time Office Temp Help Inv# 00197831 Part Time Office Temp Help	173.25 467.25 698.25
Total	1104517 · Salaı	ries			1,338.75
Check	524 · Utilities 04/30/2013	99052	Nicor 53	Acct# 53-90-98-7636 8 Monthly Charges	851.84
	1104524 · Utiliti				851.84
Check Check Check Check Check	527 · Equipmen 04/19/2013 04/30/2013 05/03/2013 05/03/2013	98986 99043 99201 99201	Wells Fargo Financial Leasing 001 Interact Business Products, LLC Staples Staples	Acct# 001-0090075-001 Copier Machine Rental Inv# 82846 Copy Charges Inv# 3197496368 Printer/Drawer Keyboard Inv# 3197496369 Printer	351.00 191.01 394.05 99.99
	1104527 · Equip				1,036.05
11049 Check Check Check	528 · Office Sup 05/03/2013 05/03/2013 05/03/2013	99199 99201 99201	Sam's Club (Town 0487 6) Staples Staples	Coffee Supplies Inv# 3197496368 Copy Paper Inv# 3197496369 Copy Paper	251.71 223.51 153.14
	1104528 · Office	e Supplies			628.36
Check	<b>529 · Postage</b> 04/19/2013	98981	Pitney Bowes Purchase Power	Acct# 8000-9090-0080-1105 Postage Charges	512.20
	1104529 · Posta	age			512.20
Check	533 · Printing 04/30/2013	99046	Kwik Print	Inv# 49545 Payment Envelopes (2,500)/Envelopes (1,500)	285.80
	1104533 · Print	•			285.80
Check	539 · Miscellan 05/03/2013	99199	Sam's Club (Town 0487 6)	Account Charges	4.61
Total 1104539 · Miscellaneous					4.61
Check	542 · Senior Sa 04/19/2013 04/19/2013 04/19/2013 04/30/2013 04/30/2013 05/03/2013 05/03/2013 05/03/2013	98965 98974 98987 98987 99023 99033 99180 99189 99189	Renz Center Job Giraffe Wells Fargo Financial Leasing Ace Coffee Bar Com Ed 041 Renz Center Comcast (CRO) Comcast (CRO)	CRO Rent Inv# 00197601 Part Time Office Temp Help Acct# 001-0090075-002 Copier Machine Rental Inv# 102470 Water Machine Rental Acct# 7923218041 Elgin CRO Monthly Charges (Split Cost) CRO Rent Acct# 8771 20 032 0660935 Monthly Internet Charges Acct# 8771 20 032 0660935 Monthly Internet Charges	1,308.50 142.80 62.50 14.97 52.44 1,308.50 47.45

Туре	Date	Num	Name	Memo	Amount	
Check	05/03/2013	99193	NICOR (79)	Acct# 79-29-75-3728 8 Monthly Charges	111.61	
Total	1104542 · Seni	or Satellite	Service		3,096.22	
Total 110	Total 1104ADM · Administration					
	C · Social Servi 514 · Weekend		ina			
Check	05/03/2013	99204	University of Illinois Extension	Master Gardener Class Cost Recovery	75.00	
Total	1104514 · Wee	kend Progra	amming		75.00	
	515 · Programn					
Check Check Check Check Check Check Check Check Check	04/30/2013 04/30/2013 04/30/2013 04/30/2013 04/30/2013 04/30/2013 04/30/2013 05/03/2013	99017 99020 99060 99060 99060 99060 99060 99205	Tranquility Yoga Studio Deb Kelly Starlight Tours Starlight Tours Starlight Tours Starlight Tours Starlight Tours Starlight Tours Whole Foods Market	Yoga Instruction May - June Yoga Class Instruction May - June Ho Chunk Casino (50) 11.7.13 Four Winds Casino (50) 12.19.13 4 Winds Casino (50) 8.15.13 Jumers Casino (50) 10.24.13 Horseshoe Casino (48) 9.19.13 Inv# 042913 April Cooking Class Supplies	1,592.50 630.00 1,536.00 1,535.00 1,535.00 1,536.00 1,536.00 75.00	
Total	1104515 · Prog	ramming			9,976.50	
1104	520 · Volunteer					
Check Check	04/30/2013 04/30/2013	99027 99062	A1 Trophies & Awards, Inc The Seville	Inv# 13767 Volunteer Lunch Awards (4) Inv# 11480 Volunteer Luncheon (221)	79.80 3,861.00	
Total	1104520 · Volu	nteer Servic	ces		3,940.80	
1104	526 · Club 59					
Check	04/23/2013	99015	Easy Permit Postage	Acct# 8000-9090-0585-2392 Club 59 Postage	1,397.89	
Total	1104526 · Club	59			1,397.89	
Check Check Check Check Check Check	532 · Visual Art 04/30/2013 04/30/2013 05/03/2013 05/03/2013 05/03/2013 05/03/2013	99030 99030 99187 99187 99187 99187	Blick Art Materials Blick Art Materials Blick Art Materials Blick Art Materials Blick Art Materials Blick Art Materials	Inv# 1676421 Art Materials Tax Exempt Inv# 1698113 Art Materials Inv# 1698113 Tax Exempt Inv# 1696276 Art Materials Inv# 1696276 Tax Exempt	70.15 -5.49 511.08 -40.04 101.93 -7.99	
Total	1104532 · Visu	al Arts			629.64	
Total 110	4SOC · Social	Services			16,019.83	
<b>1104</b> Check	I · Transportati 518 · Vehicle M 04/30/2013	aintenance 99037	Commercial Tire Services, Inc.	Inv# 2220012618 Tire Repair	103.34	
Check Check	04/30/2013 04/30/2013	99037 99050	Commercial Tire Services, Inc. Midwest Transit Equipment, Inc.	Inv# 2220012617 Tires/Mount (4) Inv# 441174 Vehicle Decals	702.50 49.90	
Check	04/30/2013	99050	Midwest Transit Equipment, Inc.	Inv# 441175 Bumper Wrap	813.76	

Туре	Date	Num	Name	Memo	Amount
Total	1104518 · Vehi	cle Maintena	ance		1,669.50
11040	691 · Health Ins	surance			
Check	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	13,413.41
Total	1104691 · Heal	th Insurance	9		13,413.41
11040	692 · Dental, Vi		Insurance		
Check Check	04/19/2013 04/30/2013	98970 99063	Euclid Managers Vision Service Plan	Cust# 5641581 Dental/Life Ins Premium Acct#30 033722 0001 Vision Insurance Monthly Premium	1,005.82 156.75
Total	1104692 · Dent	tal, Vision &	Life Insurance		1,162.57
Total 110	04TRN · Transpo	ortation			16,245.48
Total 1104 ·	Senior Center -	Expenditure	es		40,019.14
2024 · Welfa	are Services - E	Expenditure	es .		
	M · Administrat				
Check	202 · Office Sup 04/19/2013	98964	Grimes, Sean M	Mouse Pad/Desk Calendar/Business Card Holder	37.68
Check	05/03/2013	99201	Staples	Inv# 3196721182 Desk Pad	41.98
Check	05/03/2013	99201	Staples	Inv# 3196721181 Note Display/File Book	46.47
Total	2024202 · Offic	e Supplies			126.13
	204 · Equipmer				
Check	04/19/2013	98964	Grimes, Sean M	Office Decor	39.98
Check Check	04/30/2013 04/30/2013	99021 99023	A1 Trophies & Awards, Inc Ace Coffee Bar	Inv# 13744 Name Badge Inv# 102469 Water Machine Rental	39.75 29.95
Check	04/30/2013	99038	Comcast (WS)	Acct# 8771 10 085 0097898 Monthly Charges	14.06
Check	04/30/2013	99064	Wells Fargo Financial Leasing 003	Acct# 001-0090075-003 Copy Machine Rental	150.00
Check	05/03/2013	99201	Staples	Inv# 3196721184 Space Heater	59.99
Check	05/03/2013	99201	Staples	Inv# 3196721180 Printer	149.95
Total	2024204 · Equi	pment			483.68
	205 · Travel & 1				
Check Check	04/30/2013 05/03/2013	99018 99177	Grimes, Sean M Imperato, Mary Jo	Mileage Reimbursement Travel Reimbursement	59.81 45.94
	2024205 · Trav		, ,	Traver reimbursement	105.75
	2024203 • 11av	er & rrannin	J		103.73
Check	04/30/2013	99046	Kwik Print	Inv# 49547 Labels (100)	66.00
Check	04/30/2013	99046	Kwik Print	Inv# 49548 Employment Servces Brochures (50)	44.30
Check	05/03/2013	99201	Staples	Inv# 3197496372 Ink	37.99
Check	05/03/2013	99201	Staples	Inv# 3197496372 Ink	122.66
Check	05/03/2013	99201	Staples	Inv# 3196721183 Ink	56.78
Total	2024210 · Print	ing			327.73
	591 · Health Ins		Linited Lingithages	Cuett F200C0 Delicu Coverence	0.400.00
Check	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	2,463.09

Туре	Date	Num	Name	Memo	Amount
Total	l 2024591 · Heal	th Insurance	9		2,463.09
2024	592 · Dental, Vi	sion & Life	Insurance		
Check	04/19/2013	98970	Euclid Managers	Cust# 5641581 Dental/Life Ins Premium	241.88
Check	04/30/2013	99063	Vision Service Plan	Acct#30 033722 0001 Vision Insurance Monthly Premium	31.47
Total	l 2024592 · Dent	al, Vision &	Life Insurance		273.35
Total 20	24ADM · Admini	stration			3,779.73
	M · Home Relie 102 · Rent	f			
Check	04/26/2013	2197	Forest Ridge Homeowners Association	May 2013 Rent	174.69
Check	04/26/2013	2198	Spring Lakes Estates	May 2013 Rent	45.00
Check	04/26/2013	2199	Sheng Guo	May 2013 Rent	575.00
Check	04/26/2013	2201	CarolAnn Sansone	May 2013 Rent	450.00
Check	04/26/2013	2206	Cook County Treasurer	Property Tax Assessment	188.23
Check	04/26/2013	2208	Bartlett Green V Condo Assoc.	May 2013 Rent	149.87
Check	04/26/2013	2209	Juan Diaz	May 2013 Rent	650.00
Check	04/26/2013	2210	Diane and Leo Walker	May 2013 Rent	650.00
Check	04/26/2013	2211	Ralph Kanehl Sr.	May 2013 Rent	400.00
Check	04/26/2013 04/26/2013	2212 2213	Spring Lakes Estates Ronald Kuhn	May 2013 Rent May 2013 Rent	400.00
Check Check	04/26/2013	2215	Adam Zeliaz	May 2013 Rent	480.00 500.00
Check	04/26/2013	2216	Theodore Urzendowski	May 2013 Rent	500.00
Check	04/26/2013	2217	Harinarayan Subbarao	May 2013 Rent	515.52
Check	04/26/2013	2218	Eredis Schaeffer	May 2013 Rent	650.00
Check	04/26/2013	2219	Allen Back	May 2013 Rent	400.00
Check	04/26/2013	2220	Sue Sommers	May 2013 Rent	650.00
Check	04/26/2013	2226	Fifth Third Bank	May 2013 Mortgage	600.00
Check	04/26/2013	2232	Justin Burns	May 2013 Rent	175.00
Check	04/26/2013	2233	Michael Pisto	May 2013 Rent	275.00
Total	l 2024102 · Rent				8,428.31
2024	103 · Utilities				
Check	04/26/2013	2194	Advanced Disposal Services	Utilities Assistance Acct# T0192123	56.56
Check	04/26/2013	2195	Com Ed 042 (GA)	Utilities Assistance Acct# 2091015059	225.59
Check	04/26/2013	2196	Village of Streamwood Water Billing Dept.	Utilities Assistance Acct# 144-0264-00-01	43.16
Check	04/26/2013	2202	Village of Bartlett	Utilities Assistance Acct# 52229	24.00
Check	04/26/2013	2204	Village of Bartlett	Utilities Assistance Acct#	41.50
Check	04/26/2013	2207	Com Ed 042 (GA)	Utilities Assistance Acct#	84.00
Check	04/26/2013	2221	Advanced Disposal - Batavia T0	Utilities Assistance Acct# T0018006	52.20
Check	04/26/2013	2224	Village of Streamwood Water Billing Dept.	Utilities Assistance Acct# 19900620001	59.80
Check	04/26/2013	2225	Com Ed 042 (GA)	Utilities Assistance Acct# 7832153006	200.00
Check	04/26/2013	2227	Village of Streamwood Water Billing Dept.	Utilities Assistance Acct# 25400730001	39.05
Check Check	04/26/2013 04/26/2013	2229 2231	Com Ed 042 (GA) Com Ed 042 (GA)	Utilities Assistance Acct# 7667641033 Utilities Assistance Acct# 7667575007	92.21 81.55
Check	04/26/2013	2235	Com Ed 042 (GA) Com Ed 042 (GA)	Utilities Assistance Acct# 7490543057	200.00
			00111 Ed 042 (QA)	Othitics Assistance Accim 1480040001	
Total	l 2024103 · Utiliti	es			1,199.62

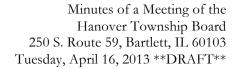
Туре	Date	Num	Name	Memo	Amount
<b>2024</b> Check	105 · Clothing 04/26/2013	2193	Walmart	Personal Essentials Cards (14)	1,876.40
Total	2024105 · Cloth	nina		• •	1,876.40
	106 · Travel Exp	•			,
Check Check Check	04/26/2013 04/26/2013 04/26/2013	2192 2200 2203	BP Gas Station Pace Travelers Personal Insurance	Fuel Assistance Gas Cards (7) Ride Passes Car Insurance #989 635 806 101 1	575.00 35.00 50.00
Total	2024106 · Trave	el Expenses	•		660.00
<b>2024</b> Check Check	107 · Medical 04/26/2013 04/26/2013	2214 2223	Access to Care Access to Care	Enrollment Fee Enrollment Fee	20.00 20.00
Total	2024107 · Medi	cal			40.00
2024	116 · Catastrop	hic Insuran	ice Premium		
Check	04/19/2013	98978	Allied Benefit Systems, Inc.	Inv# 11949 Medical Assistance Catastrophic Insurance	2,598.00
Total	2024116 · Cata	strophic Ins	urance Premium		2,598.00
Check Check Check Check Check Total Total 2024  Total 2024 · 3034 · Road 3034ADI	119 · Emergend 04/19/2013 04/26/2013 04/26/2013 04/26/2013 04/26/2013 04/26/2013 2024119 · Eme 24HOM · Home Welfare Service 1 & Bridge - Exp M · Administrati	2191 2205 2222 2228 2230 2234 rgency Assi Relief es - Expendi conditures ion	NICOR (GA) stance	Utilities Assistance Acct# 37-03-26-7408 9 Utilities Assistance Acct# Utilities Assistance Acct#82528710005 Utilities Assistance Acct#28-47-25-88962 Utilities Assistance Acct#96857710006 Utilities Assistance Acct#28-97-10-77988	750.00 7.00 7.00 138.99 82.10 50.00 1,035.09 15,837.42 19,617.15
Check	04/24/2013	99016	Illinois Dept of Employment Security	IL Acct #0807487 - Unemployment 1st Qtr 2013	190.30
Total	3034506 · Uner	mployment (	Compensation		190.30
Check	711 · Utilities 05/03/2013 3034711 · Utiliti	99195	Nicor 44	Acct# 44-51-77-1000 8 Monthly Charges	203.53
	791 · Health Ins				203.33
Check	04/19/2013 3034791 · Health	98985	United Healthcare	Cust# 530960 Policy Coverage	828.97 828.97
<b>3034</b> ° Check	<b>792 · Dental, Vi</b> 04/19/2013	sion & Life 98970	Insurance Euclid Managers	Cust# 5641581 Dental/Life Ins Premium	138.81

Total 30 Total 3034A 3034ROD ·	04/30/2013 034792 · Denta ADM · Adminis Road Mainte		Vision Service Plan	Acct#30 033722 0001 Vision Insurance Monthly Premium	23.94
Total 3034A	ADM · Adminis		Life Insurance		
3034ROD -			2.10 11104141100		162.75
	Road Mainte	stration			1,385.55
3034602					
	2 · Operating 05/03/2013	99191	& Materials John Deere Landscapes	Inv# 64251793 Mulch/Sod	114.00
Total 30	34602 · Opera	ating Suppli	ies & Materials		114.00
3034616					
	04/19/2013	98979	Morton Salt	Inv# 135185 Road Salt	1,275.07
Total 30	)34616 · Salt				1,275.07
Total 3034F	ROD · Road M	aintenance			1,389.07
303EQM · E	Equipment 9 · Maintenan	ce Vehicle	s & Fauin		
Check C	05/03/2013	99179	Santangelo, Samuel A	Tow/Auto Repair	495.00
	05/03/2013	99184	Alexander Equipment Company	Inv# 91800 Clamp/Lock Pin	138.00 633.00
			hicles & Equip		
Total 303E0	QM · Equipme	nt			633.00
Total 3034 · Ro	oad & Bridge -	Expenditur	es		3,407.62
5054 · Mental	Health - Expe Administrati				
5054540	0 · Special Ev	ents			
	05/03/2013	99212	Centro de Informacion	Community Day Lunch Ticket	60.00
	054540 · Spec 1 · Health Ins				60.00
	04/19/2013	98985	United Healthcare	Cust# 530960 Policy Coverage	482.68
Total 50	)54591 · Healt	h Insurance	9		482.68
	2 · Dental, Vis			Cust# 5041501 Depta// ifa las Promium	20.66
	04/19/2013	98970 99063	Euclid Managers Vision Service Plan	Cust# 5641581 Dental/Life Ins Premium Acct#30 033722 0001 Vision Insurance Monthly Premium	39.66 6.84
Total 50	054592 · Denta	al, Vision &	Life Insurance		46.50
Total 5054A	ADM · Adminis	stration			589.18
	Community	Resource (	Center		
	0 · Utilities 05/03/2013	99208	Com Ed 019 (MHB)	Acct# 6992134019 Monthly Charges	206.28
	05/03/2013	99216	Nicor (MHB)	Acct# 0332134013 Monthly Charges Acct# 84-67-77-1000 0 Monthly Charges	202.70

Туре	Date	Num	Name	Memo	Amount
Total	5054210 · Utilit	ies			408.98
5054	250 · Building	Maintenanc	е		
Check	05/03/2013	99213	Groot Recycling & Waste Services Inc	Acct# 16790-001 Monthly Charges	39.48
Check	05/03/2013	99214	Tyco Integrated Security LLC	Inv# 94701388 Quarterly Billing	273.00
Total	5054250 · Build	ding Mainten	ance		312.48
5054	286 · Agency S	upport Serv	rices		
Check	05/03/2013	99206	PAETEC	Acct# 9097797 Monthly Charges	553.20
Check	05/03/2013	99206	PAETEC	Acct# 1173538 Monthly Charges	71.66
Check	05/03/2013	99207	Hinckley Springs (MHB)	Acct# 16681552567400 Monthly Charges	45.16
Total	5054286 · Age	ncy Support	Services		670.02
Total 505	54COM · Comm	unity Resou	rce Center		1,391.48
5054SV	C · Service Con	tracts			
	140 · Maryville				
Check	05/03/2013	99210	Maryville Academy	Casa Salama	6,250.00
Total	5054140 · Mary	ville Acader	ny Casa Salama		6,250.00
	146 · Bridge YF				
Check	05/03/2013	99211	The Bridge Youth & Family Services	Crisis Services	2,250.00
Total	5054146 · Bridg	ge YFS Crisi	s Intervention		2,250.00
	162 · Tide Tran	•			
Check	05/03/2013	99215	A#1 Cab Dispatch Inc	Tide Invoices 4/16/13	759.00
Total	5054162 · Tide	Transportat	ion		759.00
5054	191 · Leyden Te	ownship - S			
Check	05/03/2013	99209	Leyden Family Service	Share Program / Rehab	3,150.00
Total	5054191 · Leyo	den Townshi <sub>l</sub>	o - Share Rehab		3,150.00
Total 505	54SVC · Service	Contracts			12,409.00
Total 5054 ·	Mental Health -	Expenditure	es		14,389.66
7004 · Vehic	cle Replcmnt -	Expenditure	es		
	· Bus Purchas	•			
Check	04/30/2013	99056	Pace	Acct# 30896 Lease	100.00
Total 700	04540 · Bus Pur	chase			100.00
Total 7004 ·	Vehicle Replcm	nnt - Expendi	itures		100.00
8084 · Capit	tal Projects - E	xpenditures	•		
8084425	· Building & P	erm Improv	ements		
Check	04/30/2013	99045	J.C. Licht	Inv# 1256-10939016 Izaak Walton League Paint	613.44
Check	05/03/2013	99182	The Alphabet Shop, Inc	Inv# 40337 Senior Center Lower Level Signage	1,845.00

1:12 PM 05/03/13 **Accrual Basis** 

Type	Date	Num	Name	Memo	Amount
Total 8084425	5 · Building &	k Perm Imp	rovements		2,458.44
Total 8084 · Capital Projects - Expenditures					2,458.44
TOTAL					154,129.08





#### I. Call to Order/Roll Call

Supervisor McGuire called the meeting to order at 7:00 p.m. Clerk Dolan Baumer called the roll; present were Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire.

Elected and appointed officials present: Highway Commissioner P. Craig Ochoa and Assessor Tom Smogolski.

Staff and others present included Administrator James Barr, Assistant Administrator Katie Delaney, Emergency Services Director Dan Palmer, Facilities & Maintenance Director Steve Spejcher, Manager of Community Relations Thomas Kuttenberg, Community Health Director Kristen Smith, Senior Services Director Barb Kurth-Schuldt, Welfare Services Director Mary Jo Imperato, Youth & Family Services Director John Parquette, YSF Clinical Manager Susan Alborell, Deputy Assessor Patty Glascott, Deputy Assessor Peggy Deyne, Office Manager Lori Orozco, and Attorney Larry Mraz. Present were Village of Streamwood Trustee Mike Baumer, Township Trustee Elect Steve Caramelli, and two students from the civics class at Streamwood High School.

- II. Supervisor McGuire asked everyone to stand and join him in the Pledge of Allegiance. He asked that there be a moment a silence to honor those who were killed or injured in the Boston Marathon attack.
- III. Supervisor McGuire asked if there was anyone in the audience who had comments to make or questions to ask of the Board. There was no response.
- IV. Presentations: There were no presentations to be made at this meeting.

#### VI. Reports:

- A. Supervisor's Report: Supervisor McGuire proclaimed April 22 Earth Day in Hanover Township; he presented the proclamation to Trustee Westlund-Deenihan. He then proclaimed today, April 16, Mike Airdo Day in the Township on his retirement from the Bartlett Village Board. Mr. McGuire reported that he recently met with the principals from Streamwood and Village of Streamwood Mayor Billie Roth to educate the principals on the services the two entities provide.
- B. Clerk's Report: Clerk Dolan Baumer offered no report.
- C. Assessor's Report: Assessor Smogolski offered no report.
- D. Highway Commissioner's Report: Commissioner Ochoa offered no report.
- E. *Treasurer's Report:* A motion was made by Trustee Benoit and seconded by Trustee Burke to approve the Treasurer's Report subject to final audit, and followed by a roll call vote. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.
- F. Trustee Committee Liaison Reports:
  - a. Youth: Trustee Benoit noted that the committee met to discuss the financial education/consumer education seminar that they will be hosting at the end of May. Educator of the Year nominations are being taken and Trustee Benoit asked that the Board help spread the word.

#### VII. Bill Paying

Administrator Barr offered the bills in three requests for approval, with bills for payment to Alexian Brothers for \$100.00; a motion was made by Trustee Burke and seconded by Trustee Westlund-

Deenihan to pay the Alexian invoices of 100.00 from April 2 through 16, 2013. Roll call: Ayes: Trustees Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Abstain: Trustee Benoit. Nays: none. Motion carried.

Mr. Barr asked that the Board approve the bills from April 2 through April 16, 2013 as presented.

a. Town Fund	\$23,914.19
b. Senior Center Fund	12,658.15
c. Welfare Services Fund	2,113.42
d. Road and Bridge Fund	21,635.41
e. Mental Health Fund	7,986.89
f. Retirement Fund	0.00
g. Vehicle Fund	0.00
h. Capital Fund	<u>658.96</u>
Total All Funds:	<u>\$68,967.02</u>

A motion was made by Trustee Westlund-Deenihan to approve the bill as presented for April 2 through April 16, 2013; Trustee Burke seconded the motion. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: none. Motion carried.

Mr. Barr asked that the Board approve the bills from April 2 through April 16, 2013 as presented.

a. Town Fund	\$6,088.81
b. Senior Center Fund	4,450.68
c. Welfare Services Fund	7,862.14
d. Road and Bridge Fund	197.50
e. Mental Health Fund	20,284.00
f. Retirement Fund	0.00
g. Vehicle Fund	0.00
h. Capital Fund	<u>0.00</u>
Total All Funds:	\$38,8783.13

A motion was made by Trustee Burke to approve the bill as presented for April 2 through April 16, 2013; Trustee Benoit seconded the motion. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: none. Motion carried.

VIII. Unfinished Business: None was discussed.

#### IX. New Business:

- A. Regular Meeting Minutes of April 2, 2013: Clerk Dolan Baumer submitted the regular meeting minutes of April 2, 2013 for review and approval by the Board. A motion was made by Trustee Burke to approve the regular meeting minutes of April 2, 2013 with a second by Trustee Benoit. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: none. Motion carried.
- B. Executive Session Minutes of April 2, 2013: A motion was made by Trustee Westlund-Deenihan and seconded by Trustee Benoit to approve the Executive Session Minutes of April 2, 2013, as presented. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.
- C. Resolution proclaiming April 2013 Child Abuse Prevention Month in Hanover Township: A motion was made by Trustee Burke and seconded by Trustee Benoit to approve April 2013 Child Abuse Prevention Month in Hanover Township. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

Minutes of a Regular Meeting of the Hanover Township Board Tuesday, April 16, 2013 Page 3 \*\*DRAFT\*\*

- D. <u>Approval of the Fiscal Year 2013 Auditor</u>: A motion was made by Trustee Benoit to approve the recommendation of Tighe, Kress & Orr as the FY2013 Auditor for Hanover Township; Trustee Westlund-Deenihan seconded the motion. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.
- E. Ordinance Authorizing Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance: A motion was made by Trustee Benoit to approve the ordinance #041613EAP authorizing the aggregation of electrical load and adopting an electric aggregation plan of operation and governance; Trustee Burke seconded the motion. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

At 7:16 p.m., Supervisor McGuire asked that the Trustees adjourn the meeting to reconvene immediately after the Annual Town Meeting. A motion was made by Trustee Westlund-Deenihan to adjourn the meeting to return after the Annual Town Meeting; the motion was seconded by Trustee Burke. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

At 7:50 p.m., Supervisor McGuire called the regular meeting of the Board back to order. Roll call: present were Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire.

- F. <u>Authorization to Purchase a Facilities and Maintenance Pick Up Truck from the State of Illinois Joint Purchasing Program</u>: A motion was made by Trustee Burke to authorize the purchase of a Facilities and Maintenance pick-up truck from the State of Illinois Joint Purchasing Program not to exceed \$32,469; Trustee Krick seconded the motion. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.
- G. Authorization to Bid an Emergency Services Light Rescue Truck: Trustee Burke made a motion to authorize the Township to bid on an emergency services light rescue truck; the motion was seconded by Trustee Westlund-Deenihan. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.
- H. Consideration of Reorganization of Administrative Services: Trustee Westlund-Deenihan made a motion to accept the recommendations of the Administrator on the reorganization of Administrative Services to incorporate services that were traditionally Clerk's services, including passport services, handicap placards issue, hunting and fishing license sales, and all non-statutory duties of the Clerk. The motion was seconded by Trustee Krick. Heated discussion ensued. Trustee Benoit moved that the motion be amended to allow a 60 day period for the Clerk and Administrator to work out a cross training schedule; the motion died for lack of a second. Roll call on the original motion: Ayes: Trustees Burke, Krick, and Westlund-Deenihan. Nays: Trustee Benoit and Supervisor McGuire. Motion carried.
- I. <u>Consideration of Refilling an Assistant Clerk Position</u>: This item, due to the passage of the Reorganization of Administrative Services, is a moot point and the Board opted not to discuss it.
- X. Executive Session: No motion was made to go into Executive Session.
- XI. Other Business: Clerk Dolan Baumer noted that, while the swearing in ceremony for the new Township Board is scheduled for May 21 and the current term ends at midnight on May 20th, the newly elected officials (except for the Assessor) need to be sworn in within eight days of the certification of election results. This was confirmed by Attorney Mraz. Therefore, Mr. McGuire suggested that everyone stop by Clerk Dolan Baumer's office prior to the May 9, 2013 meeting for the purpose of taking the oath of office.
- XII. Adjournment: There being no further business to come before this Board, Supervisor McGuire asked

Minutes of a Regular Meeting of the Hanover Township Board Tuesday, April 16, 2013 Page 4 \*\*DRAFT\*\*

for a motion to adjourn at 8:09 p.m. Motion to adjourn was made by Trustee Westlund-Deenihan seconded by Trustee Burke.; Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: none. Meeting adjourned.

Respectfully submitted,

Katy Dolan Baumer

Clerk.

Copy: Supervisor Administrator Attorney Gail Borden Library

(4) Trustees Senior Services Auditor Poplar Creek Public Library

Assessor Welfare Services Village of Streamwood

Bartlett Library Highway Commissioner Y&F Services Streamwood Park District



Minutes of a Meeting of a Special Meeting of the Hanover Township Board 250 S. Route 59, Bartlett, IL 60103 Tuesday, April 16, 2013 \*\*DRAFT\*\*

I. Call to Order/Roll Call

Supervisor McGuire called the meeting to order at 6:45 p.m. Clerk Dolan Baumer called the roll; present were Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire.

Elected and appointed officials present: Highway Commissioner P. Craig Ochoa and Assessor Tom Smogolski.

Staff and others present included Administrator James Barr, Assistant Administrator Katie Delaney, Emergency Services Director Dan Palmer, Facilities & Maintenance Director Steve Spejcher, Manager of Community Relations Thomas Kuttenberg, Community Health Director Kristen Smith, Senior Services Director Barb Kurth-Schuldt, Welfare Services Director Mary Jo Imperato, Youth & Family Services Director John Parquette, YSF Clinical Manager Susan Alborell, Deputy Assessor Patty Glascott, Deputy Assessor Peggy Deyne, Office Manager Lori Orozco, and Attorney Larry Mraz. Present were Village of Streamwood Trustee Mike Baumer, Township Trustee Elect Steve Caramelli, and two students from the civics class at Streamwood High School. Mr. Larry Shover, an advisor with NIMEC, was also present.

- II. Supervisor McGuire let everyone know the reason for this special meeting of the Board is a Hearing on the Electrical Aggregation for the unincorporated areas of the Township.
- III. Supervisor McGuire asked if there was anyone in the audience who had comments to make or questions to ask of the Board or of NIMEC. There was no response.
- IV. Unfinished Business: None was discussed.
- V. New Business: None was discussed
- VI. Executive Session: No motion was made to go into Executive Session.
- VII. Other Business: No other business was discussed.
- VIII. Adjournment: There being no further business to come before this Board, Supervisor McGuire asked for a motion to adjourn at 6:49 p.m. Motion to adjourn was made by Trustee Burke seconded by Trustee Westlund-Deenihan; Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: none. Meeting adjourned.

Respectfully submitted,

Katy Dolan Baumer

Clerk

Copy: Supervisor Administrator Attorney Gail Borden Library

(4) Trustees Senior Services Auditor Poplar Creek Public Library

Assessor Welfare Services Village of Streamwood

Bartlett Library Highway Commissioner Y&F Services Streamwood Park District

#### **HANOVER TOWNSHIP**

ORDINANCE NO.	
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#### AN ORDINANCE ESTABLISHING RULES AND REGULATIONS REGARDING USE OF THE IZAAK WALTON RESERVE

#### RECITALS

- A. Hanover Township (the "Township") is the fee simple owner of the real estate legally described on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein, consisting of approximately eleven (11) acres located North of the Route 20 Bypass, South of Kramer Street, and East of Harrison Street, in Elgin, Illinois (the "Izaak Walton Reserve").
- B. The Township and the Izaak Walton League of America Elgin Chapter f/k/a The Elgin Izaak Walton Home Corporation and Izaak Walton League Home Corporation ("Izaak Walton League") have entered Donation Agreements dated December 4, 2012, copies of which are attached hereto as Exhibits C and D and incorporated herein (the "Donation Agreements") which allow for continued use of the Izaak Walton Reserve by the Izaak Walton League and certain other not-for-profit organizations and also imposes certain restrictions on the use of the Izaak Walton Reservation as more fully set forth in the Donation Agreements.
- C. The Township is authorized to acquire and improve land, provide recreational and instructional programs, and provide services related to public safety, environmental protection, health and social services and additional governmental services, operation, programs and activities pursuant to the Township Code

- and/or as otherwise authorized by law (60 ILCS 1/85-10, 60 ILCS 1/85-13, and 60 ILCS 1/1-1 et seq.) (collectively, "Township Operations").
- D. In order for the Township to conduct its Township Operations, comply with the Donation Agreements and to provide for the safe and orderly use of the Izaak Walton Reserve, adoption of the attached General Use Ordinance is required as provided herein.

**NOW, THEREFORE** be it and it is hereby ordained by the Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

<u>Section One: Incorporation of Recitals.</u> The Recitals and Exhibits referenced therein are incorporated into the body of this Ordinance as though fully set forth herein.

<u>Section Two: Policies.</u> The General Use Ordinance attached hereto and incorporated herein is hereby adopted as the rules and regulations of the Hanover Township as provided herein.

<u>Section Three: Scope.</u> The General Use Ordinance shall apply to and shall be enforced throughout the Izaak Walton Reserve.

<u>Section Four: Severability.</u> If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

<u>Section Five: Repealer.</u> All Ordinances and Resolutions and parts of Ordinances and Resolutions in conflict or inconsistent with any of the provisions of this Ordinance are hereby repealed to the extent they are inconsistent with this Ordinance.

<u>Se</u>	ection Six: E	ttect.	Ihis	Ordinance	shall	become	effective	upon	ıts
passage	and approval	as provide	d by la	aw.					
ROLL CA	ALL VOTE:								
AYES:									
NAYS:									
ABSENT	:								
PASSED	and APPRO\	/ED this 9 <sup>th</sup>	<sup>h</sup> day	of May, 2013	3				
				HANOVEF	R TOW	NSHIP:			
				By: Brian	P. Mc	Guire, Tov	vnship Sur	perviso	_ r
ATTEST:									
Katy Dola	an Baumer, To	ownship Cl	erk						
			CEI	RTIFICATIO	N				
Township copy of C	the undersign o, Cook Coun Ordinance the same app	ty, Illinois,	and t	that the fore acted on Ma	going ay 9, 2	is a true, 013, and	complete approved	and ex	act
				Katy Dolar	n Baum	ner, Towns	ship Clerk		

# GENERAL USE ORDINANCE REGARDING THE IZAAK WALTON RESERVE

Hanover Township, Cook County, Illinois

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# **Chapter 1. General Provisions**

# Sec. 1.1 <u>Designation and Citation of Code</u>

The Ordinance embraced in this and the following chapters and sections shall constitute and be designated as "the General Use Ordinance of Hanover Township" and also referred to herein as the "Ordinance" or "General Ordinance" and may be so cited.

# Sec. 1.2 Definitions

When used in this Ordinance, the following terms shall have the meaning set forth in these sections.

#### "Board"

Means the Board of Trustees of Hanover Township, Cook County, Illinois, which is also referred to herein as the "Township Board".

#### "Court"

Means the Circuit Court of Cook County, Illinois.

#### "Izaak Walton Reserve"

Means the property legal described on Exhibit A and depicted on Exhibit B.

#### "Permit"

Is the written authorization issued by or under the authority of the Township, by a Township official or employee empowered to grant said authorization, to a person to do or engage in a particular act or acts on Township property. Said authorization is subject to the terms and conditions specified in the permit as well as all applicable federal, state, local, and Township laws, ordinances, rules, and regulations.

#### "Person"

Means any individual, natural person, firm, partnership, association, corporation, company, trust, organization or any other group activity as a unit or the manager, lessee, agent, servant, partner, member, director, officer or employee, or any of them including executive administrator, treasurer, receiver or other representative appointed according to law.

#### "State"

Means the State of Illinois.

# "Township"

Means Hanover Township, Cook County, Illinois.

# "Township Property"

Is all of the property, real and personal, of every kind and description located within the jurisdiction of, or owned, administered, leased or licensed by, or otherwise in the possession or under the control of the Township, including without limitation every building, shelter, street, sidewalk, trail, path, wilderness or open space, or other public place or facility and all waters located on or adjacent to or flowing over property located within the jurisdiction of, or owned, administered, leased or licensed by, or otherwise in the possession or under the control of the Township and located within and/or a part of the Izaak Walton Reserve.

#### Sec. 1.3 Rules of Construction

In construction of this Ordinance the following rules of construction shall be observed.

#### Gender

Words in any section importing the masculine gender shall include the feminine and neuter as well as the masculine.

#### May

The word "may" is permissible and discretionary.

#### Shall

The word "shall" is mandatory.

#### Sec. 1.4 Code to be Liberally Constructed

All general provisions, terms, phrases and expressions contained in this Ordinance shall be liberally construed in order that the true intent of the Township be fully carried out.

# Sec. 1.5 <u>Designations and Headings; Construction</u>

All designations and headings of chapters, articles, divisions and sections are intended only for convenience in arrangement and as mere catchwords to indicate the contents of such chapters, articles, divisions or sections, whether printed in boldface type or italics.

#### Sec. 1.6 Amendments and References to Ordinances

Any additions or amendments to this Ordinance, when passed in such form as to indicate the intention of the Board to make the same part of this Ordinance shall be deemed to be incorporated in this Ordinance so that a reference to the General Use Ordinance of Hanover Township shall be understood to include them.

#### Sec. 1.7 Severability

It is declared to be the intention of the Board that the sections, subsections, paragraphs, sentences, clauses and words of this Ordinance

are severable. If any sections, subsections, paragraph, sentences, clause or word is declared unconstitutional or otherwise invalid by the lawful judgment or decree of any court or competent jurisdiction, its unconstitutionality or invalidity shall not affect the validity of any of the remaining sections, subsections, paragraphs, sentences, clauses and words of this Ordinance, since the sections or parts of sections would have been enacted by the Board without and irrespective of any unconstitutional or otherwise invalid section, paragraph, sentence, clause or word being incorporated into this Ordinance.

# **Chapter 2. Protection and Use of Township Property**

#### Sec. 2.1 Public Use; Hours

# a) Regular Hours

Except as otherwise provided in this section, Township property shall be open to the public from sunrise in the morning until sunset in the evening of that same day and Township property shall be closed to the public from sunset each day until sunrise the following day. The Board may establish other hours during which Township property or any parts thereof shall be closed to the public. The Township may periodically revise these hours.

# b) Special Hours

The lodge, consisting of approximately 3,084 square feet (the "Lodge") located on the Izaak Walton Reserve shall be open to the public during the hours set forth on Exhibit E, attached hereto and incorporated herein, subject to closings for repairs and improvements, Township holidays, and such other closings established by the Board from time to time.

#### c) Special Closings

The Township may close Township property and facilities or any part thereof to the public at any time and for any interval of time, either temporarily or at regular intervals, and either entirely or merely to certain uses, as deemed advisable and in the best interest of the public and the Township.

# Sec. 2.2 Bringing Plants, Shrubs or Trees Prohibited

No person shall bring into or upon Township property any tree, shrub, or plant, or portion thereof, except by written authorization of the Township.

#### Sec. 2.3 Camping

No person shall place, erect, or use any hammock, swing, tent, shelter or any other type of temporary or permanent camping equipment or otherwise camp in any manner, on Township property unless a Permit has first been obtained from the Township.

# Sec. 2.4 <u>Criminal Trespass of Property</u>

No person shall:

- a) Enter or remain in any building or portion of Township property where persons are prohibited by the Township from entering by sign or other notice including where use is restricted to persons of the opposite sex except as otherwise specifically provided in this Ordinance;
- b) Enter or remain in any Township property when it is closed to the public;
- d) Climb, walk or sit upon any sign, wall or fence under the control of the Township;
- c) Go upon any lawn, grass plot, planted area, tree, shrub, monument, fountain, sculpture or structure where access is prohibited by signs or other notice or where access is restricted by fence or other physical barrier;
- d) Enter any Township property that is reserved or scheduled for a specific group or activity, unless such person is invited by the individual or group responsible for such activity unless such person has paid any applicable admission and/or registration fees.

# Sec. 2.5 Damage to Township Property

Unless authorized by a written agreement with the Township or otherwise expressly permitted by the Township, no person shall while in or on Township property:

- a) Deface, disfigure, break, cut, tamper with or displace or remove in or from any Township property or building or other part thereof, any table, bench, fireplace, coping, lamp post, fence, wall, paving or paving material, water line or other public utility or parts or appurtenances thereof, or sign, notice or placard whether temporary or permanent, equipment, facilities or other Township property or appurtenances whatsoever, either real or personal;
- b) Destroy, cut, break, injure, disturb, sever from the ground or remove any sod, soil, earth, rock, stone, timber, wood, material, or growing thing including but not limited to any plant, flower, flower bed, shrub, tree, growth, or any branch, stem, fruit, or leaf thereof; bring into or have in his/her possession in or on Township property any tool or instrument

intended to be used for the cutting thereof, or any garden or agricultural implements or tools which could be used for the removal thereof;

- c) Set fire to any trees, shrubs, plants, flowers, grass, plant growth or living timber, or allow any fire upon land to extend into Township property;
- d) Cut, break or in any way injure, deface, destroy or alter any building, fence, monument, sculpture, bridge, or other structure or property contained therein:
- e) Operate or drive any motor car, automobile or vehicle of any kind in or on Township property in places other than roadways or in such a manner as to cause the same to collide with, run against, strike or cause to strike, injure, deface or damage any Township property or appurtenance of any kind;
- f) Fasten any animal or attach any rope, sign, handbill or other things to any tree or shrub or to any protective device around any tree or shrub growing in or on the Township property;
- g) Allow any animal under the person's ownership or temporary care to injure or deface any tree, plant, shrub, lawn or grassplot in any manner whatsoever. An animal is under a person's temporary care if the animal was brought upon Township property by the person or by a minor under the person's temporary or permanent care;
- h) Fasten any bicycle, motorcycle, moped or other vehicle to or leave the same standing so as to injure any tree, shrub, lawn or grass plot;
- i) Deface, destroy, cover or otherwise make unreadable any traffic warning or prohibitory sign or symbol in or on Township property;
- j) Mark, carve, bend, cut, paint, deface, breakdown, destroy, damage, alter, change, sever, uproot, excavate or otherwise remove, or attach or suspend any rope, wire or other material or contrivance to or from any Township property;
- k) Fail to maintain Township property in a neat and sanitary condition.

#### Sec. 2.6 <u>Public Assemblies</u>

a) No person shall do any of the following on Township property without first obtaining a Permit from the Township in accordance with Chapter 6 below:

- 1) Call or hold a public assembly, exhibition or entertainment of any description;
- 2) Conduct any musical concert, play any amplified instrument, or set up or use any communication system;
- 3) Hold or attempt to hold any meeting, celebration, parade, rally, or any sponsored entertainment, social, recreational or athletic event.
- b) Any person issued a Permit by the Township shall produce the Permit and exhibit it upon request of any Township employee or officer.
- c) No person other than a Township employee or officer shall disturb or interfere with any person occupying Township property under the authority of a Permit.

# Sec. 2.7 Use of Restrooms, Washrooms, and Locker Rooms

- a) Every person shall cooperate in maintaining restrooms, washrooms and locker rooms in a neat and sanitary condition.
- b) No person shall deposit objects of any kind other than toilet paper in the toilets or plumbing fixtures of a restroom, and/or washroom facility.
- c) Except as otherwise permitted in this section for children under age 6, enter into or remain in any restroom, restroom washroom, or locker room designated for the opposite sex.
- d) Children 5 years of age and under may use restrooms, washrooms and locker rooms designated for the opposite sex when a family facility is unavailable.
- e) Individuals may not use restrooms, washrooms and locker rooms designated for families.
- f) No person shall use any camera, video recorder or other device to record or transmit visual image(s) in or from any rest room, washroom or locker room of the Township.

# **Chapter 3. Animals**

#### Sec. 3.1 <u>Domesticated Animals and Pets</u>

a) No owner or person having control of any domesticated dog, cat, or any other domesticated animal shall cause or permit such animal to be on Township property unless the animal is on a leash which shall not exceed six (6) feet in length and such person has in his immediate possession a device for removal and a depository for the transportation of animal excrement from Township property.

- b) All owners or persons having control of any domesticated dog, cat, or other domesticated animal, shall remove any excrement from Township property left by such animal.
- c) No person shall bring a domesticated dog, cat, or any other animal onto or permit any animal to remain on any portion of Township property where the presence of animals is prohibited, except (i) in conjunction with an activity or event conducted or sponsored by the Township, or (ii) service animals to assist the visually impaired or other persons with disabilities when they are accompanying the persons with disabilities for purposes of providing such assistance and/or as otherwise required under the Americans with Disabilities Act and/or Illinois Human Rights Act.
- d) Any animal found on Township property in violation of subsections (a) through (c) may be apprehended, removed to an animal shelter, public pound, or other place provided for that purpose, and, unless the owner claims the animal and is financially responsible for violations of this Ordinance, disposed of pursuant to the applicable laws or ordinances of the State of Illinois and City of Elgin. The owner or person responsible for such animal shall be responsible for all costs and expenses incurred or encumbered in the removal and boarding of such animal and such charge shall be in addition to and not in lieu of any other penalties provided for in this section and any other applicable federal, state, local or Township laws, ordinances, rules or regulations.

# Sec. 3.2 <u>Protections of Non-Domesticated Animals, Birds, Fish, and Other</u> Non-Domesticated Animals

For purposes of this section "wildlife" means any bird, fish, or other non-domesticated animal including without limitation any animal, the capture or killing of which is authorized by the fish and game laws of the State of Illinois.

- a) No person shall bring or release any wildlife onto Township property; provided, however, that the Township may bring or release, or permit another person to bring or release, such proscribed animals onto Township property in conjunction with an activity or event conducted or sponsored by the Township or in conjunction with a nature center, or similar facility maintained by the Township.
- b) No person shall feed any wildlife on Township property.

- c) No person shall hunt, pursue, hurt, molest, wound, kill, trap, catch, poison, abuse, chase, shoot, touch, throw or propel objects at, endanger in any way, remove or cause to be removed, treat cruelly, or have in possession, any wildlife upon, over, or under Township property, except as expressly authorized and approved by the Township.
- d) No person shall give or offer any harmful, poisonous, or noxious substance to any wildlife on Township property.
- e) No person shall touch, tease, frighten, disturb, or otherwise intentionally interfere with any wildlife while feeding, nesting, breeding, sleeping, resting, flying or engaging in any other activity on, upon, over or under Township property, except as expressly authorized and approved by the Township.
- f) No person shall molest, touch, throw or propel an object at, destroy, dig up, crush, shake, rob or disturb, in any way tamper with or damage the nest, lair, den, burrow, or home of any wildlife found on, upon, over or under Township property.

# **Chapter 4. Personal Conduct**

#### Sec. 4.1 Abandonment of Property

It is unlawful for any person to abandon any personal property on Township property, including, but not limited to, appliances, garbage, furniture, or refuse. In addition to all fines and other penalties for violation of this section, the Township may remove and destroy such property and assess the costs for such removal to the person abandoning the property.

# Sec. 4.2 Advertisement, Peddling, and Solicitation

The purpose of this section is to control commercial enterprises or sales on Township property to ensure the public unimpeded use and enjoyment of said property without being subjected to purely commercial exploitation.

- a) No person shall offer for sale any articles or things, or conduct or solicit any business, trade, occupation, or profession on Township property without a Permit from the Township.
- b) No person shall fix any placard, sign, handbill, pamphlet, circular, or any other writing or printed material or objects containing advertising matter or announcements of any kind whatsoever on any Township tree, shrub, post, building, gate, sign, or other Township property unless:

- 1) The person or organization has obtained a Permit from the Township;
- 2) The Township has expressly designated the area for such use or:
- 3) The person holds a valid picnic, camping, or special event Permit in which case the person may display signs to identify their location or direct others to such location, provided that such signs are temporary and are removed by the permittee at the termination of the activity and provided that such signs are no larger than 24" x 30" and are not attached to any tree shrub, post, building, gate, Township sign, or other structure located on Township property.
- c) No person shall distribute, display, post, or fix any sign, handbill, pamphlet, circular or any other writing or printed material or objects within any Township building except in areas expressly designated for such use.

# Sec. 4.3 Alcoholic Liquors/Intoxication

The following terms shall have the following meanings for purposes of this section:

"alcoholic liquor" shall have the meaning set forth in the Liquor Control Act, 235 ILCS 5/1-1 *et seq*.

- a) No person under the influence of alcoholic liquor shall enter into, be, or remain on Township property
- b) No person, other than the Township or its authorized agents, shall sell or deliver any alcoholic liquor on Township property, unless said person has first obtained all applicable state and local liquor licenses, provides proof of dram shop and liquor liability insurance in sufficient insurance coverage limits as determined by the Township, and obtains a Permit therefore from the Township and has entered a license agreement with the Township relative to the use of Township property and/or sale of alcoholic liquor.
- c) No person shall bring into, possess, consume, use, or transfer any alcoholic liquor on Township property without having first obtained a Permit therefore from the Township unless said person is in or on Township property where the possession or consumption of alcoholic liquor is allowed without a Permit, or unless the alcoholic liquor is legally possessed in an unopened container stored in the trunk of a motor

vehicle. Every person possessing, using, consuming, or transferring alcoholic liquor pursuant to this section shall be subject to and shall comply with all applicable federal, state, local, and Township laws, ordinances, rules, and regulations regarding the possession, use, consumption, or transfer of alcoholic liquor.

#### Sec. 4.4 Assault, Battery, Fighting, and Reckless Conduct

No person shall knowingly start a fight or fight or commit any assault, battery, or reckless conduct on Township property.

For purposes of this section:

A person commits an assault when, without lawful authority, he or she engages in conduct which places another in reasonable apprehension of receiving a battery.

A person commits a battery if he or she intentionally or knowingly, without legal justification and by any means (1) causes bodily harm to an individual or (2) makes physical contact of an insulting or provoking nature with an individual that is harmful or offensive to a reasonable person.

A person commits reckless conduct when he or she causes bodily harm to or endangers the bodily state of an individual by any means if such person performs recklessly the acts which cause the harm or endangers safety regardless whether the acts are otherwise lawful or unlawful.

# Sec. 4.5 Begging and Panhandling

- a) No person shall beg or panhandle in Township buildings, facilities or playgrounds or the entrances or stairways of such buildings or facilities.
- b) No person begging or panhandling on Township property shall obstruct or impede pedestrians or vehicles; harass visitors with physical contact or persistent demands; misrepresent his or her affiliations; misrepresent what the solicited funds will be used for; or interfere, interrupt, or engage in conduct incompatible with the purpose of any program, activity, function, and/or special event conducted, sponsored, licensed or otherwise permitted by the Township; or coerce or intimidate another person into giving money, goods or services.

#### Sec. 4.6 Bicycling

- a) When two or more persons in a group are operating bicycles, they shall not ride abreast, but shall ride in single file.
- b) No person shall cling or attach himself or herself or his or her bicycle to any other moving vehicle.

- c) The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians and vehicles approaching on said roadway.
- d) No person operating a bicycle shall carry another person on the same bicycle. This restriction does not apply to tandem bicycles.
- e) No person shall operate a bicycle on Township property between 30 minutes after sunset and 30 minutes before sunrise, without a clear, white, properly lighted headlight, visible under normal atmospheric conditions from the front thereof for not less than 500 feet and firmly attached to the bicycle, or without a red reflector firmly attached to the bicycle, which is clearly visible in the headlight beam of an automobile for a distance of 500 feet to the rear of the bicycle.
- f) No person may operate a bicycle on playgrounds, ball fields, or sidewalks except that small children riding three- or more-wheeled cycles may operate such cycles on sidewalks while under the supervision and control of an adult.
- g) No person shall ride a bicycle on any street or path where signs are posted prohibiting riding bicycles on those streets or paths.
- h) Bicycles shall not, at any time, in any place, be indiscriminately parked by anyone in such manner as to actually or possibly interfere with pedestrians or vehicles. No person shall leave a bicycle lying on the ground or paving or set against trees or otherwise in a place other than a bicycle rack when such is provided and there is space available. No person shall move or in any manner interfere with, any bicycle which is properly parked, nor shall any person interfere with, or, in any manner, hinder any person from properly parking a bicycle.
- i) All bicycles, when operated on roadways, shall be kept to the right and shall be operated as nearly practicable at the right-hand edge of the roadway or sidewalk.
- j) No person shall operate a bicycle on the Township property, which is not equipped with a signaling device (bell, horn), in good working order and audible at a distance of 100 feet when sounded.
- k) No person shall operate a bicycle faster than is reasonable and proper, and every bicycle shall be operated with reasonable regard for the safety of the rider and of other persons and property.

1) Every person operating a bicycle on Township property shall observe all traffic and Illinois Vehicle Code rules and regulations applicable to motor vehicles under this chapter, except those provisions of this chapter which by their nature can have no application and except as otherwise provided by this section.

#### Sec. 4.7 Bribing Employees

No person shall give or offer any money, gift, privilege or article of value to any Township employee, officer, or agent in order to violate the provisions of this Ordinance or any other Township ordinance, contract, permit or statute of the State of Illinois and the United States or in order to gain or receive special consideration in applying for any use or privilege, or treatment in the use of Township property and/or otherwise in violation of the Township's Ethics Ordinance. This section shall apply both on and off Township property.

# Sec. 4.8 Commercial Photography

No person shall take or cause to be taken any still or motion pictures (including video tapes), make sketches or paintings for commercial purposes or for use in commercial advertising, without first obtaining a Permit from the Township.

#### Sec. 4.9 Disorderly Conduct

- a) No person shall commit any act in such unreasonable manner as to alarm or disturb another and to provoke a breach of the peace.
- b) No person shall engage in violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- c) No person shall commit any other act which may be defined as disorderly conduct under the Illinois Criminal Code, 720 ILCS 5/26-1,2,3, or 4.

#### Sec. 4.10 Drugs/Cannabis/Controlled Substances

For purposes of this section, the following words will have the following meanings:

"cannabis" means any substance so defined in the Cannabis Control Act, 720 ILCS 550/1 *et seq.*;

"controlled substance" means any substance so defined in the Illinois Controlled Substances Act, 720 ILCS 570/100 et seq.;

"intoxicating compounds" shall include all substances listed in the Use of Intoxicating Compounds Act, 720 ILCS 690/0.01 *et seq.*;

"under the influence" means affected by cannabis, any controlled substance, or any intoxicating compound in any determinable manner. A determination of being "under the influence" can be established by a professional opinion, a scientifically valid test, a layperson's opinion or the statement of a witness.

- a) No person shall bring, possess, sell, deliver to another person or use cannabis or any controlled substance upon Township property.
- b) No person under the influence of cannabis, intoxicating compound, controlled substance, or any combination thereof, shall enter into, be, or remain on Township property.

# Sec. 4.11 <u>Dumping</u>, <u>Polluting</u>, and <u>Littering</u>

- a) No person shall litter, cast, throw, drop, leave, scatter, place, pile, or otherwise dump, or deposit in any manner any kind of dirt, rubbish, placard, circular, book, notice, flyer, other promotional material, paper of any kind, ashes, garbage, waste material, snow, ice, or other substance, whether liquid or solid, or any other refuse in or upon Township property except as specifically permitted by the Township. Provided, however, that paper, glass, cans, garbage and other refuse resulting from picnics or other lawful use of Township property shall be deposited in receptacles provided by the Township for that purpose. Where receptacles are not provided, are missing, or are full to capacity, all such garbage, refuse, or other material shall be carried away from the area of use by the person responsible for its creation and presence, and properly disposed of elsewhere.
- b) No person shall urinate or defecate on Township property other than in toilets in restroom facilities expressly provided for such purposes.
- c) No person shall drain refuse from a trailer or other vehicle on Township property.
- d) No person shall bathe or wash themselves or food, clothing, dishes, or other property at water outlets, fixtures or creeks on Township property, except at those areas designated by the Township for such use.
- e) No person shall pollute or contaminate Township property.
- f) No person shall dispose of fish remains on Township property, except as expressly permitted by the Township.

- g) No person shall dispose of human or animal waste on Township property except at designated locations or in fixtures provided for that purpose.
- h) Any person violating this section shall be assessed the cost of removing any such improperly deposited substance or material and such charge shall be in addition to and not in lieu of any other penalties provided for in this Ordinance or applicable federal, state, local, and/or Township laws, ordinances, rules, and regulations.

#### Sec. 4.12 Fires

- a) No person shall light, maintain, or make use of any fire on Township property, except at such places and at such times as the Township may designate for such purpose and under such rules as may be prescribed by the Township. In the event the Township permits a person to use such a fire the person shall comply with the following requirements in addition to any other rules as may be prescribed by the Township:
  - 1) No fire shall ever be left unattended. Every fire shall be under the continuous care and direction of a competent adult from the time it is kindled until the time it is completely extinguished.
  - 2) All fires must be properly and completely extinguished prior to any person leaving the site of the fire.
  - 3) Dumping of ashes from grills is strictly prohibited.
  - 4) No person shall throw or otherwise discard lighted or smoldering material in any manner that threatens, causes damage to, or results in the burning of Township property or other Township resources, or creates a safety hazard.

#### Sec. 4.13 Fireworks

No person shall offer for sale, expose for sale, sell, possess, use, or explode any firecracker, torpedoes, skyrockets, roman candles, bombs, sparklers, rocket, squib or other fireworks of like construction, or anything containing any explosive or inflammable compound or any tablets or other device commonly used and sold as fireworks, on Township property without first obtaining a Permit from the Township, or unless authorized to do so by contract with the Township.

# Sec. 4.14 Gambling

No person shall play or engage in games of chance or in any other device or game of chance, hazard or skill, either as bookmaker, dealer, player or otherwise, for the purpose of gaming or gambling for money or other valuable things on Township property, except at a fair or other organized event conducted permitted by the Township.

#### Sec. 4.15 Games and Sports

No person shall engage in any sport, game, or amusement on Township property where prohibited by the Township. Nor shall any person walk, remain, or go upon any portion of Township property designated for any particular game, sport, or amusement in such a way as to interfere with the use of that portion of Township property by persons who are using the same for the particular sport, game or amusement for which it has been designated. No person shall engage in any permitted activity in a rough or reckless manner so as to endanger, injure or damage any person or property in any way.

No person shall use a golf club, baseball bat, tennis racket, or other device, to strike, hit, propel or otherwise throw any object, such as balls or rocks, on Township property, except in designated areas, and only as such device is intended to be used.

# Sec. 4.16 <u>Hindering Employees</u>

No person shall interfere with, unreasonably disrupt, delay, or in any manner hinder any employee of the Township engaged in the performance of his or her duties.

# Sec. 4.17 <u>Hitchhiking</u>

No person shall solicit a ride nor stand in or near a roadway on Township property for the purpose of soliciting a ride from the operator of any vehicle.

#### Sec. 4.18 Impersonating an Officer

It shall be unlawful for any person to unlawfully represent or impersonate any police officer or official of the Township or pretend to be such officer, Township enforcement officer, or official.

# Sec. 4.19 <u>Indecent Conduct</u>

- a) No person shall commit any indecent, lewd or lascivious act on Township property, or utter any lewd or offensive words within the hearing of another person.
- b) No person shall appear on Township property in a state of nudity or make any indecent exposure of his person or be guilty of any other lewd or indecent act or behavior.

# Sec. 4.20 Loitering

No person shall loiter or remain on Township property either alone or in consort with other persons in such a manner that: (1) unreasonably

obstructs the usual use of entrances, hallways, corridors, stairways, or rooms designated for specific purposes; (2) impedes or disrupts the performance of official duties by Township employees; (3) prevents the general public from obtaining the administrative, recreational or other governmental services provided on Township property in a timely manner; (4) restrict vehicular or pedestrian traffic or restrict free ingress to and egress from Township property; after being requested to leave, move, or disperse by any employee of the Township, or where the Township has posted a sign or signs that prohibit loitering.

#### Sec. 4.21 Minors

- a) No parent, guardian, or custodian of a minor shall knowingly assist or allow such minor to do any acts on Township property in violation of any law, ordinance or rule of the Township and/or any federal, State and/or local laws. A minor is defined herein as any person who is under the age of eighteen (18) years.
- b) The parent or legal guardian of an unemancipated minor who resides with such parent or legal guardian shall be liable for damages caused by the willful or malicious acts of such minor as provided in the Illinois Parental Responsibility Act, 740 ILCS 115/1, *et seq*. This section shall not affect the recovery of damages in any other course of action where the liability of the parent or legal guardian is predicated on a common law basis.

# Sec. 4.22 Mob Action

No person shall engage in mob action. Mob action consists of any of the following: (i) the use of force or violence disturbing the public peace by two (2) or more persons acting together without authority of law; or (ii) the assembly of two (2) or more persons to do an unlawful act; or (iii) the assembly of two (2) or more persons, without authority of law, for the purpose of doing violence to the person or property of any one supposed to have been guilty of a violation of the law or for the purpose of exercising correctional powers or regulative powers over any person by violence.

# Sec. 4.23 Obstructing Travel

No person shall set, or cause to be set or placed, any goods, wares, merchandise, or property of any kind so as to obstruct travel on Township property.

# Sec. 4.24 Picnics

a) Picnics may be held in any unrestricted area on Township property not specifically set aside for other recreational activity. A Permit is required for group picnics involving fifteen (15) or more persons. Groups of less than fifteen persons do not require a Permit unless the

group desires to reserve a designated area or shelter to the exclusion of others.

b) No person shall use, infringe upon or disturb a group in possession of a valid Permit, except under permission by the group possessing such Permit.

# Sec. 4.25 Resisting or Interfering With Officer

No person shall:

- 1) Resist any police officer and/or Township enforcement officer in the discharge of his or her duties;
- 2) In any way interfere with or hinder or prevent him or her from discharging his or her duty as such officer, or offer or endeavor to do so;
- 3) In any manner assist any person in the custody of any member of the police force and/or Township enforcement officer to escape or attempt to escape from such custody, or attempt to rescue any person in custody.

# Sec. 4.26 Skateboarding

No person using rollerskates, in-line skates, skateboards, rollerskis, coasting vehicles, or similar devices on Township property shall interfere with pedestrian use of sidewalks or use of the streets by vehicles, or otherwise act negligently, recklessly or without due caution or in any manner so as to endanger any person or property. No person shall use such devices on any Township property where such use has been posted as prohibited.

# Sec. 4.27 Sleeping in Parks/Vagrancy

- a) No person shall sleep on Township property between 10:00 p.m., and 6:00 a.m., except when authorized to do so by a Permit from the Township.
- b) No person shall use Township property in a manner designed or calculated to act as a substitute for a residence or means of support.

# Sec. 4.28 <u>Sledding/Snowboarding/Ice Skating</u>

a) No person shall ice skate, sled, toboggan, inner tube, ski, snowboard, slide, or engage in similar activities on Township property except at such times and places as the Township may designate for such purposes.

- b) No person shall engage in any such activity in a reckless manner that endangers that person or others, or at a speed greater than is safe and proper under the circumstances.
- c) No person shall tow, push, pull, or otherwise propel another person on skis, sled, or other sliding device by use of any vehicle on Township property.

# Sec. 4.29 Sound and Energy Amplification

- a) No person shall play or operate any sound amplification devices including public address systems, musical instruments and the like, or operate any other energy amplification device or musical instrument without a Permit from the City of Elgin, and no such permit shall be issued or maintained where sound produced by such devices is judged by the Township Administrator or his or her designee to unreasonably interfere with the public's use and enjoyment of Township property.
- b) No person shall make or cause to be made any excessively loud or unreasonable noise which disturbs the peace. For purposes of this subsection, excessively loud or unreasonable noise is defined as noise inconsistent with or not reasonably attendant to appropriate and customary Township and recreational activities, considering the nature and purpose of the actor's conduct, location, time of day or night, and other factors that would govern the conduct of a reasonably prudent person under the circumstances. This section shall include, without limitation, the loud or amplified playing of any type of audio equipment, radio or stereo, noisemaker, musical instrument, or sound equipment that unreasonably interferes with the public's use and enjoyment of Township property.

# Sec. 4.30 <u>Unlawful Assemblies</u>

It shall be unlawful to gather or assemble together for any unlawful purpose.

#### Sec. 4.31 Weapons and Firearms

- a) No person other than police officers shall bring, attempt to bring, carry, have in his vehicle, or use in any way, any gun or firearm or portion thereof upon Township property.
- b) No person shall bring, attempt to bring, carry, or have in his vehicle, or use in any way, any knife having a blade longer than 3 inches, any air gun, pellet gun, or sling shot on Township property.
- c) No person shall bring, attempt to bring, carry, have in his vehicle, or use in any way, any explosives, ammunition, or bottles of gasoline with a rag attached.

- d) No person shall bring, attempt to bring, carry or use in any way, any bow or arrow upon Township property except as approved by the Township as part of a directly supervised Township program.
- e) No person shall use or explode any toy pistol, toy cannon, toy cane, or toy gun in which explosives are used, or use or explode any blank cartridge, on Township property.

# Chapter 5. Vehicles

For purposes of this article, the terms used herein shall have the meanings assigned under the Illinois Vehicle Code (625 ILCS 5/1-1 *et seq.*).

# Sec. 5.1 ATV's and Off-Highway Motorcycles

No person shall drive or operate any ATV or off-highway motorcycle on Township property, except under the following circumstances:

- a) In such areas and at such times as are specifically designated by the Township;
- b) When such vehicles are used by law enforcement officers or Township employees, officers, volunteers, or agents for Township purposes; or
- c) In the case of an emergency; or
- d) For law enforcement purposes.

# Sec. 5.2 Driving Under the Influence

No person shall drive or otherwise operate nor attempt to drive or otherwise operate a vehicle on Township property while under the influence of alcoholic liquor, cannabis, controlled substance, or any other intoxicating compound, drugs, or any combination thereof.

#### Sec. 5.3 Driving Upon Sidewalk

No person shall drive any motor vehicle upon a sidewalk or sidewalk area located on Township property except upon a permanent or duly authorized temporary driveway or for routine maintenance, utility or emergency service or for special delivery or pickup involving goods or customer services.

#### Sec. 5.4 Mufflers

No person shall operate a motor vehicle on Township property, which is not equipped with a muffler adequate to deaden the sound of the engine.

#### Sec. 5.5 Parking, Standing, or Stopping

a) No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition and removing the keys and when standing upon any perceptible grade, without effectively setting the brake thereon and turning the front wheels to the curb (if any) or side of the roadway.

- b) No person shall park a vehicle on Township property except in established or designated parking areas, in accordance with the posted directions and markings or with the directions of any attendant who may be present.
- c) No person (other than Township employees with approval from their respective department head) shall park any vehicle or allow any vehicle to remain parked on Township property beyond the normal closing hour of the Township, except when a different closing hour has been designated by the Township for that area or unless express written permission therefore has first been obtained from the Township.
- d) No person shall stop, stand, or park any vehicle on Township property so as to obstruct or interfere with traffic or travel or endanger the public safety, and no person shall stop, stand, or park any vehicle in any of the following places except when otherwise designated, or when necessary to avoid conflict with other traffic or when in compliance with the directions of a Township employee:
  - 1) On parkways, lawn areas, and grounds;
  - 2) In front of a public or private driveway;
  - 3) Within any crosswalk;
  - 4) On the roadway side of any vehicle stopped or parked at the edge or curb of the roadway ("double parking");
  - 5) In a position to block another vehicle lawfully parked;
  - 6) On any sidewalk;
  - 7) At any place where official signs or other markings prohibit parking, or where curbs have been painted yellow;
  - 8) Within 15 feet of a fire hydrant;
  - 9) In a fire lane or within 8 feet of the entrance to a fire lane;
  - 10) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a

- safety zone, unless a different length is indicated by signs or markings;
- 11) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
- 12) On a controlled access roadway;
- 13) At any place or time where a permit or sticker is required by the Township for parking unless the required permit or sticker has been obtained and is displayed on the vehicle.
- 14) Parking any vehicle in violation of Section 11-1301.3 of the Illinois Vehicle Code (625 ILCS 5/11-1301.3) [Unauthorized use of parking places reserved for persons with disabilities] ("Section 1301.3") which said Section 1301.3 is expressly incorporated herein by this reference.
- e) No person shall park a vehicle upon any roadway or in any public off street parking area on Township property for any of the following purposes:
  - 1) To display such vehicle for sale; or
  - 2) To perform maintenance or repair of such vehicle, except for repairs necessitated by an emergency; or
  - 3) To sell goods or services from such vehicle.
- f) Notwithstanding any contrary provision contained in this section the operator of an authorized emergency vehicle may park or stand irrespective of the provisions of this Ordinance.
- g) No person shall move a vehicle not lawfully under his or her control into any such prohibited area or away from a curb such distance as is unlawful.
- h) Except as otherwise provided, every vehicle stopped or parked upon a one-way roadway on Township property shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within twelve (12) inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder or, where permitted, with its left-hand wheels within twelve (12) inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

- i) Penalty Provisions for Parking Violations.
  - 1) Every person in whose name a vehicle is registered pursuant to law and who leases such vehicle to others, after receiving written notice of a violation of this section involving such vehicle, shall upon request provide the Township with a written statement of the name and address of the lessee at the time of such offense and the identifying number upon the registration plates and registration sticker or stickers of such vehicle.
  - 2) No person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for the violation of any parking or standing regulation of this section involving such vehicle during the period of the lease provided that upon the Township's request received within 120 days after the violation occurred, the lessor provides within 60 days after such receipt the name and address of the lessee. The driver's license number may also be requested by the Township if needed for enforcement of this section.
  - 3) Whenever any vehicle has been parked in violation of this section prohibiting or restricting vehicular standing or parking, the person in whose name the vehicle is registered with the Secretary of State of Illinois shall be prima facie responsible for the violation and subject to the penalty therefore.
  - Whenever any vehicle is parked in violation of any parking provision of this section, any enforcement officer observing such violation may issue a parking violation notice and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle if he or she is present or by affixing it to the vehicle in a conspicuous place within an enclosed, sealed non-transparent envelope marked "Hanover Township Parking Violation Notice" on said envelope. The issuer of the notice shall specify on the notice his or her identification number, the particular parking regulation allegedly violated, the make and state registration number of the cited vehicle, and the place, date, time, and nature of the alleged violation and shall certify the correctness of the specified information by signing his or her name to the notice.
  - 5) A parking violation notice issued, signed, and served in accordance with this section, or a copy of such notice, shall be deemed prima facie correct and shall be prima facie

- evidence of the correctness of the facts shown therein. The notice or copy thereof shall be admissible in any subsequent administrative or legal proceeding.
- 6) Any violation of the parking provisions of this section or any provision of the Illinois Vehicle Code prohibiting or restricting vehicular standing or parking shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in this section, shall be imposed.
- a) Other than a violation of Chapter 5, Section 5.5 paragraph (d)(14) of this Ordinance (unauthorized use of parking places reserved for persons with disabilities), any person who violates or fails to comply with any provision of this section shall be fined not less than \$30.00 and not more than \$500.00 for each offense.
  - b) Fines for any violation of Chapter 5, Section 5.5, paragraph (d) (14) of this Ordinance (unauthorized use of parking places reserved for persons with disabilities) shall be fined \$250.00.
- 8) Any person on whom a parking violation notice has been served shall within fourteen (14) days from the date of the notice either pay the indicated fine or, in the manner indicated on the notice, request a court hearing to contest the charge, violation, or violations.
- 9) If the respondent requests a court hearing to contest the cited violation or violations, the office of the Township Clerk (or the appropriate City of Elgin officer or employee in case enforcement is pursuant to an Intergovernmental Agreement) shall arrange such a hearing and shall notify the respondent in writing of the time and place of the hearing.
- 10) A notice sent pursuant to this section shall state that failure to pay the indicated fine or failure to request a court hearing will constitute a debt due and owing the Township, and as such may be collected in accordance with applicable law. Payment in full of any fine and/or penalty resulting from a standing or parking violation shall constitute a final disposition of that violation.

# Sec. 5.6 Riding Outside Vehicles

No person shall ride upon the fenders, running boards, bumpers, hood, or any other exterior part of any vehicle on Township property.

#### Sec. 5.7 Right-of-Way

- a) Every operator of a vehicle shall yield the right-of-way to a pedestrian at any marked crosswalk or within any unmarked crosswalk at any intersection on Township property.
- b) Every operator of a vehicle shall exercise due care to avoid colliding with pedestrians upon any roadway on Township property, shall give warning to any pedestrian in the roadway by sounding the horn when necessary, and shall exercise proper precaution upon observing any child, confused person, or disabled person upon a roadway.
- c) Every pedestrian crossing at a roadway on Township property at any point other than within a marked crosswalk or within an unmarked crosswalk at any intersection shall yield the right of way to vehicles upon the roadway.
- d) Except as otherwise provided herein, the operator of a vehicle approaching an intersection on Township property shall yield the right-of-way to a vehicle that has already entered the intersection from a different roadway. When two (2) vehicles approach an unmarked intersection from different roadways at approximately the same time, the operator of the vehicle on the left shall yield the right-of-way to the vehicle on the right.

# Sec. 5.8 Snowmobiles

For purposes of this subsection, a "snowmobile" shall be defined as any self-propelled vehicle intended for travel primarily on snow, driven by a track or tracks in contact with the snow, and steered by ski or skis in contact with the snow.

No person shall drive, ride, or otherwise operate a snowmobile on Township property.

# Sec. 5.9 Speed Limit

No person shall operate, propel or cause to be propelled a vehicle on any road, drive, or parking area at a speed greater than the speed limit posted along the right-of-way or, in the absence of such posted limit, at a speed in excess of 10 miles per hour.

#### Chapter 6. Permits

#### Sec. 6.1 Permit Process

For purposes of this section, the term "exercise of First Amendment rights" shall include, without limitation, parades, marches, demonstrations, rallies, religious services, speeches, solicitation of votes, petition signatures or contributions, or picketing.

- a) Permits may be granted upon proper application and approval where the applicable section of this Ordinance or any other Township ordinance, policy, rule, or regulation requires a Permit in order to engage in a particular use or activity.
- b) Every person requesting a Permit shall complete and file a written application with the Township Administrator or his or her designee on forms provided by the Township at the Township's administrative offices located at 250 S. Route 59, Bartlett, Illinois, 60103. The application shall be dated and stamped when received and a receipt shall be issued to the applicant.
- c) Unless otherwise provided in another section of this Ordinance or Township ordinance, rule, or regulation, all applications for Permits not involving the exercise of First Amendment rights must be received by the Township at least twenty-one (21) calendar days prior to the use for which a Permit is sought. Applications for Permits involving the exercise of First Amendment rights must be received by the Township at least three working days prior to the event requested.
- d) Except for applications for Permits involving a commercial activity or for the sale or delivery of alcoholic beverages, the Township shall issue the requested Permit without unreasonable delay (within two (2) working days for Permit applications involving the exercise of First Amendment rights) unless:
  - 1) The proposed activity violates any federal, state or local law, rule, or regulation;
  - 2) A prior application for a Permit for the same date, time, and location has been or will be granted and the use authorized by that Permit does not reasonably allow multiple occupancy of that particular location by more than one permittee;
  - 3) The proposed use is of such a nature that it cannot reasonably be accommodated in the particular location applied for, considering, without limitation, the likelihood of such things as damage to Township resources or facilities, damage to an

environmentally sensitive or protected area's ecosystem, impairment of a protected area's atmosphere of peace and tranquility, unreasonable interference with Township functions, buildings, facilities, operations, programs or activities, or unreasonable interference with the use or purpose of the Township property applied for;

- 4) The proposed use would so dominate the use of Township property as to preclude other persons from using and enjoying them.
- e) If the application is approved, the Township shall issue a written Permit to the applicant. If the application is denied, the Township shall issue the applicant written reasons for denying the application.
- f) If an application is denied on the basis of a scheduling conflict or inappropriateness of the location, duration, or time of the activity, the Township will make a reasonable effort to arrange an alternative location, duration, or time that is acceptable to the applicant. If the Township denies an application for any other reason, or the applicant is dissatisfied with such Permit as issued, he or she may appeal the decision to the Township Board. The Township Board shall hear and decide appeals of Permit applications not involving First Amendment rights within forty-five (45) days of the appeal being filed with the Township Clerk by the applicant, and shall hear and decide appeals of Permit applications involving First Amendment rights within fifteen (15) days of such appeal being filed by applicant with the Township Clerk. If the Township Board rejects the appeal after full review, or if time for full review is not available within the above time limits, the applicant may appeal the decision to the appropriate state or federal court. All other decisions on the issuance of Permits by the Township are final.
- g) Any Permit granted by the Township shall contain lawful prerequisites to the issuing of the Permit and restrictions on the conduct of the permitted use including without limitation: payment of a reasonable fee established by the Township Board; dram shop and liquor liability insurance coverage and an agreement to fully indemnify and hold the Township harmless from any liability or costs resulting from the use for any events involving the sale and/or consumption of alcoholic beverages (as provided herein); a requirement that the persons involved in the use observe all federal, state, local, and Township laws, ordinances, rules, and regulations; time, duration, and location restrictions; a written agreement by the applicant to fully restore any Township property soiled or damaged by the use; and, any reasonable restriction necessary for the efficient and orderly contemporaneous

administration of the use, other activities with a Permit and regular Township uses, functions, programs, and activities.

- h) Any person holding a valid Permit issued by the Township for use of Township property may use that Township property to the exclusion of any other person except the Township and its employees and authorized agents.
- i) Subject to the terms of subsection (f) above, the Township may make necessary changes or place necessary additional restrictions on any Permit after it has been issued.
- j) Violation of the terms, restrictions and conditions contained in the Permit may result in the suspension or revocation of the Permit.
- k) Unless as specifically provided elsewhere in this Ordinance, no Permit shall be issued for a period in excess of seven (7) consecutive calendar days. A Permit may be extended for like periods of time pursuant to a new application, unless another person has requested use of the same location and use of that location by more than one permittee is not reasonably possible.
- l) For uses involving the exercise of First Amendment rights, the Township may waive any Permit fees if the applicant demonstrates that the cost of such fees is prohibitive. An applicant must request such a waiver in writing. The decision to waive fees for such use shall be based solely on the applicant's inability to pay and financial hardship of the applicant.

# **Chapter 7. Offenses Affecting Park Functions**

# Sec. 7.1 Police/Security Force

Township enforcement officers shall be the conservators of the peace on Township property, and shall be responsible for the enforcement of all Township ordinances, rules, and regulations on Township property.

All city, county, state and other law enforcement authorities shall be authorized to enforce all federal, state, and local laws and regulations, including Township ordinances, on Township property.

#### Sec. 7.2 General Penalty

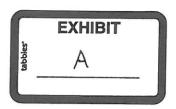
a) In all cases where the same offense is made punishable or is created by different clauses or sections of this Ordinance, the prosecuting officer may elect under which to proceed, but not more than one recovery shall be had against the same person for the same offense; provided that the revocation of a license or Permit or fine imposed in an administrative hearing shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

- b) Unless a different penalty is provided herein to the contrary, where an act or omission is prohibited or declared unlawful and no penalty or fine or imprisonment is otherwise provided, the offending person shall be fined not less than \$100 or more than \$500 for each offense. Each day that a violation continues shall be deemed a separate offense. In addition to any fine, the Township may revoke the privilege to use all or some of the facilities of the Township for such length of time as is determined appropriate by the Township.
- c) In case of amendment of any section of this Ordinance containing the provisions for which a penalty is provided in another section, the penalty so provided in such other section shall relate to the section so amended or the amending section, whether re-enacted in the amendatory ordinance or not unless such penalty is specifically repealed therein.
- d) Whenever a finding of guilty is entered by the Court or a plea of guilty is entered by a defendant, the Court may, in addition to fine imposed, enter an order to pay restitution with restitution to be in an amount not to exceed actual out-of-pocket expenses or loss proximately caused by the conduct of the defendant. The Court shall determine the amount and conditions of payments.
- e) Whenever the Court finds any person guilty of failing to pay a fine assessed for violation of a municipal ordinance, and such person is subsequently incarcerated for contempt of court based on such violation, there shall be allowed a credit of twenty dollars (\$20.00) for each day of incarceration to be applied to that person's outstanding fine.
- f) No provisions of this Ordinance designating the duties of any officer or employee shall be construed as to make such officer or employee liable for any fine or penalty provided in this Ordinance for a failure to perform such duty to the extent permitted by law.

#### **Chapter 8. Donation Agreements**

- a) No person shall use Township property in such a manner that unreasonably interferes with the Izaak Walton League's use of Township property pursuant to the Donation Agreements and/or any other person using the Township property pursuant to the Donation Agreements.
- b) The terms of this Ordinance in conflict with the Izaak Walton League's use of the Izaak Walton Reserve shall not be applicable to the extent such terms conflict

with the grant of continued use provided to the Izaak Walton League set forth in the Donation Agreements.



#### PARCEL 1:

Lots 9 through 32, both inclusive, and Lot 33, except the East 20 feet thereof, in Block 5, including half of vacated Houston Avenue lying Westerly and Northerly of Lots 20 through 30, both inclusive, and including all that part of the vacated public way lying between Lots 14 through 30, both inclusive, excepting therefrom that part taken for public highway known as F. A. Route 6, all in Elgin Heights Addition to Elgin, a subdivision in Section 19, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded on September 17, 1891 as Document No. 1537442, all in Cook County, Illinois.

#### PARCEL 2:

Outlot 3 and Outlot 2, including half of vacated Houston Avenue lying Easterly, Southerly and Northerly of said Outlots and including half of vacated Getty Street lying Easterly and Northerly of said Outlot 2, all in Elgin Heights Addition to Elgin, a subdivision in Section 19, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded on September 17, 1891 as Document No. 1537442, all in Cook County, Illinois.

#### PARCEL 3:

Lots 14 through 26, both inclusive, in Block 6, including half of vacated Houston Avenue lying Westerly and Southerly of Lots 17, 18 and 19 and including half of vacated Getty Street lying Westerly, Northerly and Southerly of Lots 17 through 26, both inclusive and including all that part of the vacated public way lying between Lots 14 through 26, all in Elgin Heights Addition to Elgin, a subdivision in Section 19, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded on September 17, 1891 as Document No. 1537442, all in Cook County, Illinois.

#### PARCEL 4:

Lots 45, 46, 47, 68, and 69, including half of vacated Edgebrook Road lying Easterly of Lots 47 and 69, and also including half of vacated Jay Street lying Southerly of Lots 22, 23 and 24, all in Playground Park Addition to Elgin, a subdivision in the West half of Section 19, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded on May 10, 1929 as Document No. 10367527, all in Cook County, Illinois.

#### PARCEL 5:

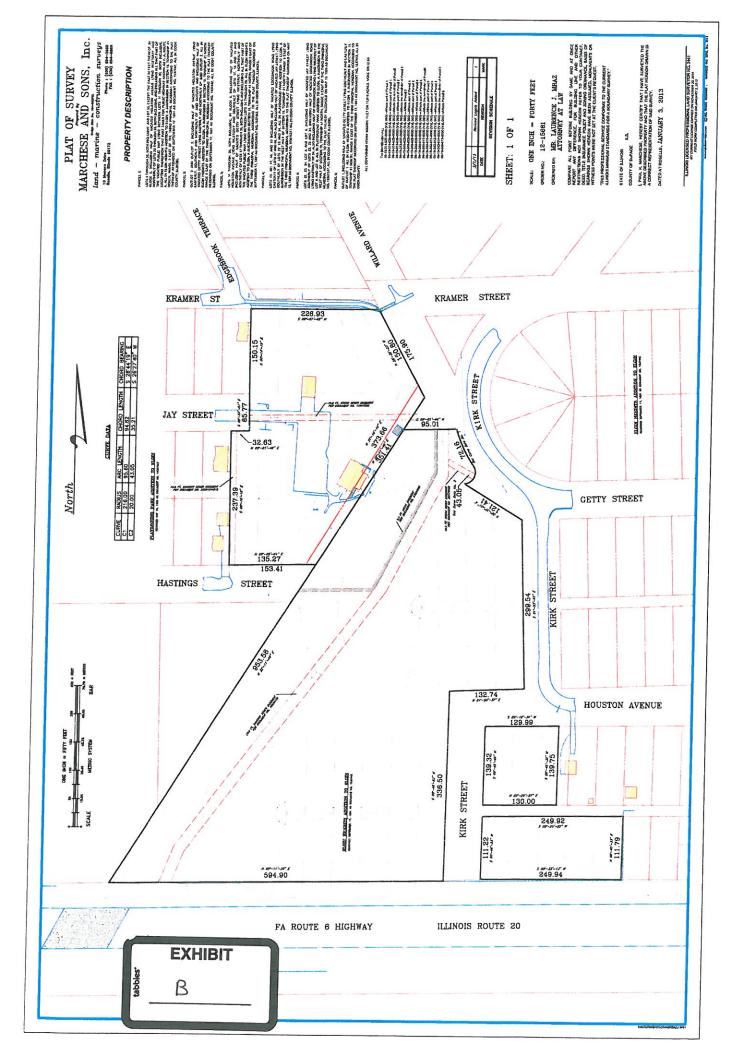
Lots 22, 23, 24, Lot A and Lot B, including half of vacated Jay Street lying Southerly of Lots 22, 23 and 24, including half of vacated Edgebrook Road lying Easterly of 24, also including half of Edgebrook Road lying Westerly of Lot A and Lot B, all in Playground Park Addition to Elgin, a subdivision in the West half of Section 19, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded on May 10, 1929 as Document No. 10367527, all in Cook County, Illinois.

#### Parcel 6:

Outlot 1, including half of vacated Getty Street lying Southerly and Easterly of Outlot 1, all in Elgin Heights Addition to Elgin, a subdivision in Section 19, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded on September 17, 1891 as Document No. 1537442, all in Cook County,

Note: For informational purposes only, the land is known as:

Elgin, IL



|--|

# A RESOLUTION APPROVING OF A PAYMENT SOLUTIONS SERVICE AGREEMENT BETWEEN HANOVER TOWNSHIP AND LEXISNEXIS VITALCHEK NETWORK, INC.

#### RECITALS

- A. The Hanover Township (the "Township") Board of Trustees (the "Board") held a public hearing pursuant to Section 20 of the Local Governmental Acceptance of Credit Cards Act (50 ILCS 345/20) (the "Act") regarding the acceptance of credit card payments for fees, taxes, fines, charges and/or costs imposed by, owing to, or collected by or on behalf of the Township that are authorized under the Township Code (60 ILCS 1/1-1, et seq.), the Act, and/or otherwise authorized by law ("Authorized Obligations").
- B. Notice of said hearing was published in the Daily Heard and posted at the Township and on the Township's web-site in accordance with Section 20 of the Act.

**BE IT RESOLVED** by the Board of Trustees (the "Board") of Hanover Township, Cook County, Illinois, as follows:

**SECTION ONE:** The Recitals are incorporated into the body of this Resolution as though fully set forth herein.

SECTION TWO: The Board hereby finds and determines that acceptance of credit card payments for the Authorized Obligations (as defined in the Recitals) is in the best interests of the citizens and governmental administration of the Township and Township taxpayers.

SECTION THREE: The Board further finds and determines that the service fees set forth in the Payment Solutions Service Agreement, between Hanover Township and LexisNexis VitalChek Network, Inc. ("LexisNexis") (which were obtained by a competitive bidding process implemented by Cook County, Illinois), a copy of which is attached hereto and incorporated herein (the "Agreement") are in the best interest of the Township and will result in increased governmental cash flows, reduction of government overhead, improved governmental financial security, and the benefit of public convenience.

**SECTION FOUR:** The Board hereby approves of the Agreement between the Township and LexisNexis.

**SECTION FIVE:** The Board hereby authorizes the Township Supervisor to sign the Agreement on behalf of the Township, and authorizes the Township Supervisor and Administrator to perform such acts as necessary to carry out the term of the Agreement and/or as necessary for the acceptance of credit card payments for Authorized Obligations.

SECTION SIX: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION SEVEN: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION EIGHT: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VO	TE:	
AYES:		
NAYS:		
ABSENT:		
PASSED:	May 9, 2013	
APPROVED:	May 9, 2013	
		Brian P. McGuire, Township Supervisor
ATTEST:		
Katy Dolan Baun	ner, Township Clerk	_
	CER	TIFICATION
Township, Cook of Resolution	County, Illinois, and t , enacted	r certify that I am the Township Clerk of Hanover hat the foregoing is a true, complete and exact copy d on May 9, 2013, and approved on May 9, 2013, as cords of Hanover Township.
		Katy Dolan Baumer, Township Clerk



# LexisNexis® VitalChek Network Inc. Payment Solutions Service Agreement

This agreement ("Agreement") is entered into this 19th day of March, 2013, by and between LexisNexis VitalChek Network Inc., a Tennessee Corporation having a place of business at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 ("LN-VCN") and Hanover Township, with an address at 250 South Route 59, Bartlett, IL 60103 ("Customer").

WHEREAS, LN-VCN is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

WHEREAS, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");

**NOW THEREFORE**, in exchange for the mutual consideration set forth herein, LN-VCN and Customer do hereby agree as follows:

- 1. LN-VCN shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service as described on Schedule 1.
- 2. LN-VCN shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the hardware and software associated with the Service.
- LN-VCN will make payment to Customer in an amount equal to Customer's charges for all properly
  authorized requests in connection with services rendered by Customer and which are correctly
  processed through the Service. Such payments shall be made in a manner acceptable to both Customer
  and LN-VCN.
- 4. LN-VCN will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by LN-VCN, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in LN-VCN's reasonable discretion. The applicable Fees are detailed on Schedule 2 attached hereto.
- 5. This Agreement shall be effective as of the date first set forth above and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least thirty (30) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.



- 6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by LN-VCN's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
- 7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, LN-VCN has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "LN-VCN Policies). A copy of the LN-VCN Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Each party acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within a party's systems, such party will immediately notify the other party, and provide the other party and/or its processor or the relevant card company access to the other party's facilities and all pertinent records to conduct a review of the other party's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.
- 8. Customer will work with LN-VCN in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
- 9. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
- 10. It is agreed that under this Agreement LN-VCN does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by LN-VCN.
- 11. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to LN-VCN, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.

Confidential

- 12. EXCEPT A PROVIDED HEREIN, NEITHER LN-VCN NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
- 13. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
- 14. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.
- 15. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including attorney's fees and court costs.

**IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

CUSTOMER	LEXISNEXIS VITALCHEK NETWORK INC.
By:	By:
	Jeff Piefke
Title:	Title: Vice President, General Manager
Date:	Date:



### Schedule 1

### Hardware and Software

Pad VPS W	Ingenico 5100 and Pin Pa

#### Schedule 2 -Fees

2.13% on all credit/debit	
transactions *	

\* LN-VCN will charge consumers the listed rate/fee for credit card transactions processed. LN-VCN reserves the right to not process card transactions where card regulations do not allow the card consumer to be charged a convenience fee of any kind, or to convert the percentage fee to a fixed fee where card regulations permit only a fixed fee for a particular transaction.

#### MASTER POWER SUPPLY AGREEMENT

#### AGREEMENT BY AND BETWEEN THE TOWNSHIP OF HANOVER AND

# TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE TOWNSHIP'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("	'Agreement"), is entered into as of this	day of	, 2013
("Effective Date")	between the TOWNSHIP of Hanover,	Cook County,	Illinois, an Illinois township
("Township") and	("Su	pplier") (each	a "Party" and collectively,
the "Parties").			

#### **RECITALS**

- A. The Township has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an optout program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.
- C. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.
- D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
  - a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
  - b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS Retail Electric Supplier Service with Rider PORCB Purchase of Receivables and Consolidated Billing; and
  - c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
  - d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Township desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

#### **AGREEMENT**

In consideration of the mutual covenants and agreements contained herein, the Township and the Supplier agree as follows:

#### ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

# ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1 "Aggregate" means the total number of Eligible Customers that are within the unincorporated portion of the Township.
- 2.2 "Aggregation Ordinance" means that certain ordinance adopted by the Township authorizing the Program.
- 2.3 "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4 "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid and attached to this Agreement as Exhibit A.
- 2.5 "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B.
- 2.6 "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.7 "ComEd" means Commonwealth Edison.
- 2.8 "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.9 "Confidential Information" means the information defined in Section 9 of this Agreement.
- 2.9.5 "Corporate Authorities" means the Township Board of Trustees of Hanover Township, Cook County, Illinois.

- 2.10 "Customer Information" means that certain information that the Electric Utility is required to provide to the Corporate Authorities of the Township pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility's records at the time of the request.
- 2.11 "Data" means the data defined in Section 9 of this Agreement.
- 2.12 "Electric Utility" means ComEd.
- 2.13 "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the unincorporated portion of the Township that are not otherwise part of a municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.
- 2.14 "Energy" means generated electricity.
- 2.15 "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.16 "Extended Term" means the term defined in Section 5.1 of this Agreement.
- 2.17 "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.
- 2.18 "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, PORCB, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.19 "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.20 "ICC" means the Illinois Commerce Commission
- 2.21 "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-126.
- 2.22 "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Township to identify the Supplier.
- 2.23 "New Customers" means the customers defined in Section 4.3.9 of this Agreement.
- 2.24 "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

- 2.25 "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.26 "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.27 "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.28 "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Township on April 16, 2013, pursuant to the Aggregation Statute.
- 2.29 "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.30 "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement.
- 2.31 "Program" means the electricity aggregation program operated by the Township in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the unincorporated portion of the Township for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.32 "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.33 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.34 "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.35 "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.
- 2.36 "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.
- 2.37 "Supplier" means \_\_\_\_\_ and the lawful successor, transferee, designee, or assignee thereof.
- 2.38 "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

- 2.39 "Term" means the period of time defined in Section 5.1 of this Agreement.
- 2.40 "Township" means the Township of Hanover, Cook County, Illinois.
- 2.41 "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

# ARTICLE 3 PROGRAM RESPONSIBILITIES

- 3.1 Township Responsibilities.
  - 3.1.1 Customer Information. The Township shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd.
  - 3.1.2 Notices and Customer Information from ComEd. The Township shall promptly forward to Supplier the Customer Information received from ComEd and each Party will promptly provide to the other Party any notices received by that Party from ComEd concerning the accounts of Eligible or Participating Customers.
  - 3.1.3 Submittals to ComEd. The Township shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers.
  - 3.1.4 No Township Obligations to Provide Services. The Parties acknowledge and agree that the Township is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Township to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.
  - 3.1.5 No Township Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Township to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.
- 3.2 Supplier Obligations.
  - 3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Township is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
  - 3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

- 3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Township prior to issuance.
- 3.2.4 That all information provided by The Supplier to Township or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times.

# ARTICLE 4 SUPPLIER SERVICES

- 4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.
  - 4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.
    - 4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.
    - 4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.
    - 4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.
    - 4.1.1.4 Transmission and Delivery to Electric Utility.
      - 4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Township acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.
      - 4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

- 4.1.2 Pricing. Except as provided in Section 4.1.3 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may impose an early termination fee on Withdrawing Customers pursuant to Section 4.3.5 of this Agreement. The Township acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.
- 4.1.3 Price Guarantee. If the rates for Tariffed Service to a particular rate class are set below the Price during the Term of this Agreement, Seller will either (a) provide the Services to Participating Customers in such class at a price equal to the rate for Tariffed Services, or (b) after taking all steps necessary to return all Participating Customers to the Electric Utility, terminate this Agreement without damages or early termination fees to either Party. The Supplier may adjust the pricing monthly; reducing the following month's Price when the previous month's Price is higher than the Tariff Service rate. Notwithstanding the foregoing, termination under this Section 4.1.3 may be avoided if the Township, in its sole and absolute discretion, determines that the Aggregation Program should remain in place at the Price without the need to match. In such an event, the Parties shall enter into a written agreement and the Township shall not waive any rights set forth herein by allowing the Price to remain in place without the need to match unless the Township specifically agrees in writing.
- 4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:
  - 4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Township, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:
    - 4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website described Section 4.2.1.3. The form and content of the Opt-Out Notices must be approved by the Township prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the form attached in Exhibit F.
    - 4.2.1.2 Notices to Special Billing Customers. The Township acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service,

and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.

- 4.2.1.3 Toll Free Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number and secure website for the use of Eligible Customers to opt out of the Program. The toll-free number must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the internet address of the secure website. Supplier will be required to support Spanish speaking residents and customers with disabilities.
- 4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Township concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Township with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or the secure website.
- 4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.
- 4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:
  - 4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.
  - 4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.
  - 4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement
  - 4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

- 4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.
- 4.3.6 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier may assess an early termination fee of \$\_\_\_\_ to Withdrawing Customers, provided that no early termination fee may be assessed to Withdrawing Customers who notify the Supplier that they are withdrawing because they are moving out of the unincorporated portion of the Township.
- 4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.
- 4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:
  - 4.3.8.1 Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
  - Rate BESH Basic Electric Service Hourly Pricing
  - Rate RDS Retail Delivery Service; and

(collectively, the "Special Billing Customers").

- 4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:
  - 4.3.9.1 Any Eligible Customer within the Township that moves to a new location within the unincorporated portion of the Township;
  - 4.3.9.2 Any Eligible Customer that moves into an existing location within the unincorporated portion of the Township;

- 4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").
- 4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:
  - 4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Township acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers
  - 4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.
    - 4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:
    - Residential Single Family Without Electric Space Heat Delivery Class
    - Residential Single Family With Electric Space Heat Delivery Class
    - Residential Multi Family Without Electric Space Heat Delivery Class
    - Residential Multi Family With Electric Space Heat Delivery Class
    - 4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:
    - 15,000 kWh's or less Delivery Class
- 4.5 Compliance Services. The Supplier shall assist the Township in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Township may reasonably request from time to time.
- 4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Township at any time the Township requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Township. Load data shall include:
  - Historical Usage Data
  - Capacity Peak Load Contribution (PLC) values and effective start and end dates.
  - Network Service Peak Load Contribution (PLC) values and effective start and end dates.

- Meter Bill Group Number.
- Rate Code.

#### ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of
() consecutive monthly billing periods starting from the initial meter read date designated by the
Township in consultation with the Supplier in 2013, and expires at the end of the last day
of theth billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").
The Township and the Supplier may extend the Term for additional periods of time up to 3 years for
each extension, by written agreement approved and executed by each Party (each an "Extended
Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended
Term may be construed or applied in any manner to create any expectation that any right or authority
related to this Agreement granted by the Township to the Supplier will continue beyond the Term or
an approved Extended Term. Notwithstanding the provisions of this Section 5.1, if the rate for
Tariffed Service falls below the Price during the Term, the Supplier may terminate this Agreement
after returning Participating Customers to Tariffed Service as provided in Section 4.1.3 of this
Agreement.

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Township may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

# ARTICLE 6 REMEDIES AND TERMINATION

- Township's General Remedies. In addition to every other right or remedy provided to the Township under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Township may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Township, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
  - 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.

- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
  - 6.1.3.1 The Township will give written notice to the Supplier of the Township's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Township has not received a response from the Supplier, or if the Township does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Township will conduct a hearing on the proposed termination. The Township will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Township's intent to terminate this Agreement.
  - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Township will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
  - 6.1.3.3 The decision of the Township must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Township's demand, must reimburse the Township for all costs and expenses incurred by the Township, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Township.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Township's termination of the Agreement pursuant to Section 6.1 or 4.1.3. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Township's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

# ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

- 7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.
- 7.2 Regulatory Event. The following shall constitute a "Regulatory Event":
  - a. <u>Illegality</u>. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
  - b. <u>Adverse Government Action</u>. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
  - c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
  - d. Occurrence of Regulatory Event. Within ten (10) days of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as

possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

# ARTICLE 8 INDEMNIFICATION AND INSURANCE

- 8.1 Indemnification. The Supplier shall indemnify and hold harmless the Township, its officials, officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Township. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Township shall give the Supplier timely written notice of its obligation to indemnify and defend the Township after the Township's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Township. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Township by reference to the limits of insurance coverage described in this Agreement.
- 8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Township Administrator, or his designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Township Administrator, or his designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Township and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Township. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

# ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, officers, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the

Township with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Township, shall not be a violation of this Section.

- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's confidential information, will be and remain the sole property of the Township. The Supplier must promptly deliver all Data to the Township at the Township's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.
- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-122, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.
- 9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Township shall warrant to ComEd that customer-specific information provided to the Township in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:
  - 9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
  - 9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
  - 9.4.3 Supplier and Township acknowledge that Customer Information remains the property of the Township and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Township's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.
  - 9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Township, within 60 days after ComEd provides the information to Township. Township will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement.

#### ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Township

To Supplier

Hanover Township 250 South Route 59 Bartlett, Illinois, 60103

Attention: James Barr, Township Administrator

With a copy to:

With a copy to:

Bryan E. Mraz & Associates, PC 111 E. Irving Park Road Roselle, Illinois, 60172

Attention: Laurence J. Mraz

- 10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
  - a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
  - b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
  - c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
  - d. It has reviewed and understands this Agreement; and
  - e. It, to the extent applicable, shall comply with all the Requirements of Law.
- 10.3 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric

Collaborate, dated \_\_\_\_\_\_, 2012, are accurate and there have been no material changes to that information. Any exceptions are noted on attached exhibit and made part of this Agreement.

- 10.4 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.
- 10.5 Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.6 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.7 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.
- 10.8 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.
- 10.9 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- 10.10 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.11 No Third-Party Beneficiaries. Nothing in this Agreement is intended, either expressly or impliedly, to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.12 No Waiver of Rights, Immunities and/or Privileges. Nothing in this Agreement shall be constructed as an express or implied waiver of any rights, substantive or procedural and/or any common law and/or statutory immunities and/or privileges that the Township and/or any of its officials, officers, employees and/or agents may have under Federal or state law; such rights, immunities and privileges are expressly reserved.

- 10.13 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- 10.14 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.
- 10.15 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Township and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- 10.16 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Township.
- 10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier:	Hanover Township:
Signed:	Signed:
Printed/Typed Name:	Printed/Typed Name: Brian P. McGuire
Title:	Title: Hanover Township Supervisor
Date:	Date:, 2013
Attest:	Attest:
	Katy Dolan Baumer, Hanover Township Clerk

### EXHIBIT A

### **BID PACKAGE**

### **EXHIBIT B**

### BID RESPONSE

### **EXHIBIT C:**

### **PRICE**

Opt-Out Program:
Residential Customer Class
Price:¢ per KWh
Commercial Customer Class
Price:¢ per KWh
The above pricing includes% renewable power
Opt-In Program:
Residential Customer Class
Price:¢ per KWh – 100% Renewable
Commercial Customer Class
Price:¢ per KWh – 100% Renewable
Term: months
Supplier will / will notmake a civic contribution annually at the rate of \$0.001 per KWh for all usage consumed and paid for by participants of the Aggregation Program.
Termination Fees:
Residential
Commercial -

#### **EXHIBIT D**

#### **INSURANCE COVERAGES**

- A <u>Worker's Compensation and Employer's Liability</u> with limits not less than:
  - (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. <u>Comprehensive Motor Vehicle Liability</u> with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

- C. Comprehensive General Liability (CGL)
  - a. with coverage written on an "occurrence" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

b. with coverage written on a "claims made" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "claims made" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- D. <u>Professional Liability Insurance.</u> With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract
- E <u>Umbrella Policy.</u> Any excess or umbrella policy maintained by Supplier must provide excess coverage over underlying Supplier's insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy (see below), the excess or umbrella policy becomes effective to cover such loss.
- F. <u>Owner as Additional Insured.</u> Owner shall be named as an Additional Insured on all policies except for:

#### Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Hanover Township, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives (collectively, the "Additional Insured").

Nothwithstanding any provision herein to the contrary, Supplier's CGL and excess/umbrella coverages shall be primary with respect to any insurance and/ or self-insurance maintained by the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance and/or self-insurance maintained by the Additional Insured shall be in excess of Supplier's insurance and shall not contribute with it.

G. <u>Other Parties as Additional Insureds.</u> In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies



Supervisor
Brian P. McGuire

Clerk
Katy Dolan Baumer

Assessor Thomas S. Smogolski

Highway Commissioner

P. Craig Ochoa

Frank Liquori

Trustees
Mary Alice Benoit
William T. Burke
Howard Krick

Sandra Westlund-Deenihan

Administrator James C. Barr May 7, 2013

To: Hanover Township Board

From: James C. Barr, Township Administrator

Katie Delaney, Assistant Township Administrator

Re: Major Medical Coverage – July 1, 2013 to June 30, 2014

In April, the Township received the renewal rates from United Healthcare, (UHC). For the past three years, the Township has provided major medical insurance through UHC. The Township received a three percent increase in major medical premium rates with UHC.

To ensure these rates were competitive for the market, Candos Insurance Agency conducted an employee benefit census and requested a quote for similar services from various insurance providers, including Blue Cross Blue Shield of Illinois (BCBSIL). BCBSIL, being the most competitive, was given a full application from the Township to review and was able to provide a more thorough and precise quote. BCBSIL offered a 12.97 percent increase for a similar insurance package.

Some major considerations for the major medical coverage period have involved keeping plan options as similar to current offerings as possible; maintaining an option of three plan types, (a Participating Provider Option, a Small Network Participating Provider Option, and a High Deductible Health Plan, coupled with a Health Savings Account); maintain an employer contribution of \$1,200 to the Health Savings Account option; and keeping premium costs as low as possible.

After reviewing both UHC and BCBSIL benefit offerings, continuing with UHC is the better option for the Township since it is consistent with benefits currently offered to employees and UHC provides more favorable rates.

It is staff's recommendation to continue providing benefits through UHC in 2013/2014. UHC's plan offerings will stay the same. The cost will increase by three percent. Looking at the cost of insurance benefits over the past three years, this increase is moderate due to the 7.5 percent increase the Township received last year.

Further, staff continues to recommend the employer contribution model for any employee enrolled in the High Deductible Health Plan by contributing \$600 twice annually to meet the majority of their individual deducible; as well as continue with the \$2,400 annual waiver for eligible staff to waive the option of joining our major medical plan.

Candos Agency also received quotes from vendors for ancillary benefits – dental, vision, and life coverage. After an extensive analysis of our current plan options, staff recommends staying with the current dental and life carrier, MetLife, with a seven

percent increase over last year's rates. In addition, staff recommends staying with the current vision carrier, VSP, with rates remaining the same over last year's rates. A summary of this analysis is attached.

Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

### 6/1/2013

# **Hanover Township**

Carrier					UnitedHe	ealthcare*						
Plan		PPO	<b>PPO X6-O</b> HMO NN-P 20-A (H.S.A.)									
Coinsurance		90/7	70%		100/	/50%		100	/80%			
Individual Deductible		\$250	)/500		\$0/3	3000		\$150	0/3000			
Family Deductible		\$750	/1500		\$0/9	9000		\$3000/	(6000 (1)			
Out of Pocket Limit**		\$1000	)/2000		\$0/6	6000		\$100	0/2000			
Family Out of Pocket		\$3000	)/6000		\$0/9	9000		\$2000/	4000 (1)			
Doctor Co-Pay		\$25/ded,	then 70%		\$2	25		Ded, th	en 100%			
		\$10/3	30/50		\$10/	30/50		Ded, then \$10/30/50				
Lifetime Maximum		5,000,000			5,000,000			5,000,000				
Network		Choic	e Plus		CORE			Choice Plus				
Web Address		<u>www.my</u>	uhc.com		www.myuhc.com			www.myuhc.com				
**Excludes Deductible												
Medical Rate:		<u>Current</u>	<u>Final Renewal</u>		<u>Current</u>	<u>Final Renewal</u>		<u>Current</u>	Final Renewal			
Employee Only	16	\$552.65	\$569.23	15	\$521.84	\$537.50	1	\$482.68	\$497.16			
Employee/Spouse	3	\$1,160.56	\$1,195.38	4	\$1,095.88	\$1,128.77	0	\$1,013.63	\$1,044.04			
Employee/Child	0	\$950.56	\$979.08	3	\$897.57	\$924.51	1	\$830.21	\$855.12			
Family	2	\$1,669.01	\$1,719.08	3	\$1,575.97	\$1,623.26	1	\$1,457.69	\$1,501.42			
Total	21	\$15,662.10	\$16,131.98	25	\$19,631.74	\$20,220.89	3	\$2,770.58	\$2,853.70			
Current					\$38,06	64.42						
Renewal			\$39,206.57									
Increase			3.00%									

Original renewal was a 6% Increase, and we received Rate Relief on 4/12/13.

Coverage highlights are provided for easy-to-follow comparitive purposes only and should not be relied on as absolute. For details of coverage provisions, limitations, conditions and exclusions, please refer to the health carriers plan design or your policy.

(1) The Individual Deductible has not been satisfied until the Family Deductible has been met.

### 6/1/2013

## Hanover Township

Carrier		BlueCross BlueShield of Illinois										
Plan		PPO	43323		НМО	B106		HDHP	91605		NBP	42326
Coinsurance		80/6	60%		10	0%		100/	80%		90/	60%
Individual Deductible		\$250	)/500		N	/A		\$1,	500		\$250	0/500
Family Deductible		\$750	/1500		N	/A		\$300	00 (1)		\$750	/1500
Out of Pocket Limit**		\$1000	0/2000		\$1,	500		\$1,	500		\$1000	0/2000
Family Out of Pocket		\$3000	0/6000		\$3,0	000		\$300	00 (1)		\$3000	0/6000
Doctor Co-Pay		\$20/de	d, 60%		\$2	20		Ded, the	en 100%		\$20/de	ed, 60%
Prescription Drug		\$15/3	\$15/30/50 \$10/40/60 Ded, then 80% \$10/40/60						40/60			
Lifetime Maximum		Unlir	nited	ited Unlimited Unlimited U					Unlii	mited		
Network		BC/BS	S PPO	PO BlueAdvantage HMO BC/BS PPO BlueChoice S					Select PPO			
Web Address						www	.bcbsil.	.com				
**Excludes Deductible												
Medical Rate:		Quoted	Underwritten		Quoted	Underwritten		Quoted	Underwritten		Quoted	Underwritten
Employee Only	19	\$441.13	\$619.94	4	\$350.49	\$496.87	1	\$380.41	\$534.60	8	\$420.53	\$590.99
Employee/Spouse	6	\$908.57	\$1,302.15	0	\$721.88	\$1,043.64	0	\$783.50	\$1,122.90	1	\$866.16	\$1,241.36
Employee/Child	3	\$834.14	\$1,235.37	0	\$662.74	\$990.12	0	\$719.31	\$1,065.31	1	\$795.19	\$1,177.69
Family	4	\$1,301.58	\$1,917.59	0	\$1,034.12	\$1,536.89	0	\$1,122.41	\$1,653.62	2	\$1,240.82	\$1,828.06
·		\$21,541.63	\$30,968.23		\$1,401.96	\$1,987.48		\$380.41	\$534.60		\$7,507.23	\$10,803.09
Quoted Premiu	m	\$30,831.23										
Underwritten Prem	nium	\$44,293.40										

The BCBS Rate Offer is 12.97% higher than new UHC rates.

Coverage highlights are provided for easy-to-follow comparitive purposes only and should not be relied on as absolute. For details of coverage provisions, limitations, conditions and exclusions, please refer to the health carriers plan design or your policy.

# **Hanover Township**

Ancillary Analysis- Monthly cost

### Rates as of 6/1/12

MetLife	Dental	\$2,831.83
VSP	Vision	\$490.99
MetLife	Basic Life	\$301.00

Total \$3,623.82

6/1/13 Renewal	Original Renewal Offer		Revised Renewal Offer			
Dental Vision Basic Life	MetLife VSP MetLife	\$3,171.50 \$490.99 \$301.00	MetLife VSP MetLife	\$3,030.06 \$490.99 \$301.00		
	Total	\$3,963.49	Total	\$3,822.05		
	Increase Anc. Expense	\$339.67	Revised Increase	\$198.23		
	Ann. Increase	\$4,076.04	Revised Ann. Increase	\$2,378.76		

\*roster based on 56 enrolled from 2012