



240 S. Illinois Route 59, Bartlett, Illinois 60103

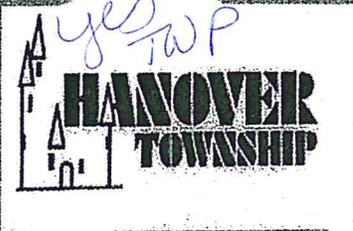
**Regular Meeting of Town Board**  
*February 19, 2013*  
**7:00 PM**

**A G E N D A**

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
  - A. Veterans Honor Roll
    - 1. SP4 Russell C. Earnest
    - 2. CPL Nathan Withaeger
  - B. Lord of Life Lutheran Church Endowment Committee
  - C. Re/Max Central- Susan Camiliere, Jackie Fiorillo, & Karen Moersch
  - D. Whole Food Market
  - E. Storage Mart
  - F. Government Finance Officers Association Budget Award
- V. Reports
  - A. Supervisor’s Report
  - B. Clerk’s Report
  - C. Highway Commissioner’s Report
  - D. Assessor’s Report
  - E. Treasurer’s Report
  - F. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
  - A. Regular Meeting Minutes of February 11, 2013
  - B. Consideration of Electrical Aggregation Services Agreement
- IX. Executive Session
- X. Other Business
- XI. Adjournment

**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.**



yes TWP

LM

### VETERANS HONOR ROLL

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

7:00 PM

NAME: Russell Earnest

ADDRESS: 127 LAWN LN

CITY/ZIP CODE: ELGIN, IL 60120

PHONE #: 847-731-0294 (CELL 847-833-8096)

DATE OF BIRTH: 10-2-1940

BRANCH OF SERVICE: Army

HIGHEST RANK ATTAINED: SP4

YEARS OF SERVICE: FROM Nov. 7, 1960 TO Nov 6, 1963

MEDALS AWARDED OR OTHER CITATIONS:  
SHARPSHOOTER

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. McGuire*

Supervisor



# HANOVER TOWNSHIP

## VETERANS HONOR ROLL

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

**NAME:** Nathan Withaeger

**ADDRESS:** 115 E. Oltendorf Rd

**CITY/ZIP CODE:** Streamwood 60107

**PHONE #:** 847-707-9062

**DATE OF BIRTH:** 10-13-1979

**BRANCH OF SERVICE:** USMC

**HIGHEST RANK ATTAINED:** CPL.

**YEARS OF SERVICE: FROM** 2001 **TO** 2009

**MEDALS AWARDED OR OTHER CITATIONS:**  
Global war on terrorism expeditionary medal, Global war on terrorism service medal, National defence, Sea service deployment, certificate of Commendation

**INJURIES:** back injury

**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. McGuire*  
**Supervisor**

*yes TWP*

*not attending mail cert*

# DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Human Resources Requests</i>	131	N/C	1,320	N/C
<i>New Employee Orientations</i>	4	N/C	13	N/C
<i>Technology work orders</i>	34	21	253	249
<i>Resident Contacts</i>	2,853	1,944	17,602	19,211
<i>Percent of Budget Expended</i> (83% of year)	5.4%	9.6%	59.1%	56.1%
<i>Grant application submissions</i>	0	0	9	6

## Department Highlights

- On January 8<sup>th</sup> held the annual Employee Appreciation Lunch at Moretti's. This year two awards were added to the program - the Trish Simon Core Values Award and the Rookie of the Year. For the second year we also awarded for Excellence in Service. The 2012 award winners: Rookie of the Year went to Amanda Teachout, Volunteer Coordinator/Prevention specialist with Youth & Family Services; Excellence in Service Award went to Tracey Colagrossi, Program Manager with Senior Services; Trish Simon Core Values Award went to Rick Nelson, Operations Manager with Facilities & Maintenance. We also provided anniversary awards to employees for five and ten years of service with the Township.
- Attended the Illinois Association of Township Administrator's meeting on January 16 hosted by Hanover Township.
- The finance budget workshop was held on January 23rd.
- Runzel Reserve update: The Runzel Reserve lowest qualified bidder, Martam Construction, was awarded the contract on June 19. The permit was approved the week of October 29 and construction began on November 5. The work that was completed before winter included site clearing, soil grading, completing the survey layout, installation of the water supply system, and to begin installation for the park bridges, electrical work, and dry stream bed. The Reserve is scheduled to be dedicated in early April.
- Environmental Sustainability Workgroup update: In January the ESW focused on allocating its remaining budget for the current fiscal year. Up to \$600 was authorized for the purchase of reusable travel mugs that will be distributed to Township staff. The Senior Services Department was authorized a purchase of up to \$250 to be used for the purchase and planting of a large red bud tree to be planted in Runzel Reserve and dedicated at their Earth Day Ceremony. Finally, \$400 was authorized for an ESW sponsored Lunch and Learn to be held on March 20th focusing on reducing Carbon Footprints. Some discussion was also held about developing energy conservation practices for each of the Township's buildings. This topic will be further explored at the next meeting.

### *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.*

# OFFICE OF THE CLERK

Report for January, 2013



SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Passports</i>	236	214	1476	1093
Photo Fees	\$905	\$665	\$5,345	\$3,135
Total Passport Fees & Photo Fees	\$6,155	\$4,810	\$46,068	\$38,496
<i>Cook County Vehicle Stickers</i>	1	3	211	188
<i>Fishing/Hunting Licenses</i>	2	1	134	129
Fishing/Hunting Agent Fees	\$1.75	\$.50	\$55.50	\$94.75
<i>Handicap Placards</i>	16	24	181	257
<i>Voter Registration</i>	0	2	375	152
<i>FOIA Request</i>	4	2	15	24
<i>Telephone Inquiries</i>	65	150	855	1959
<i>Election Judges</i>	0	-	11	-
<i>Early Voting Applications</i>	0	-	112	-

## Department Highlights

### Community Outreach:

The Clerk and Mrs. Duval attended the Hanover Township Employee Awards Luncheon.

### Clerk Duties:

The Clerk administered the oath of office to two new Mental Health Board members.

### FOIA Request:

Requests were made for candidate lists and copies of petitions for the April election. We responded in the appropriate amount of time.

### Professional Development:

The Clerk attended a TOI Board meeting and a Legislative Topics teleconference.

### Early Voting:

The Community Relations Office has been selected as an Early Voting Site for the February Primary.

### Records:

- Managers have been notified of the approved records disposal date; there will be a Community Shred Event on March 2, allowing easy disposal of approved documents.
- Hanover Township Board Meetings, Breakfast With The Board Workshops and Clerk's Services have been posted on the website Calendar for 2013.

### Cook County Motor Vehicle License Sticker Sales:

- An update on No Fee licenses was published in the Hanover Happenings newsletter.
- The 2013-14 Cook County stickers become available in mid-May.

### Mobile Driver Services:

Mrs. Duval assisted 15 residents during the Mobile Driver Services hosted by the Secretary of State's office in January at the Senior Center, where she also did Voter Registration.

### Upcoming Events:

- Board Meeting: February 11 at 7 p.m. in Veterans Hall.

### *Office of the Clerk Mission Statement:*

*The Clerk's office is continuously striving to provide fast, courteous service to Township residents, Board members, other departments and citizens through the most modern and cost effective methods available; and to maintain the township records in a systematic, orderly, logically organized and accessible manner.*

# OFFICE OF THE CLERK

Report for January, 2013



- Early Voting Starts for Primary Election: February 11, 2013
- Last Day of Early Voting for Primary Election: February 23, 2013
- Bid Opening: Senior Services Dispatch Software: February 25, 2013 at 10 a.m.
- First Day Absentee Ballot Applications Accepted for April 2013 Consolidated Election: February 28.
- Community Shred Event: Saturday, March 2 from 8:30 a.m.-12 p.m.
- Clerk's Services: Saturday, March 2 from 8:30 a.m.-12 p.m.
- Breakfast With The Board: March 2 at 8:30 a.m. in Veterans Hall.

*Office of the Clerk Mission Statement:*

*The Clerk's office is continuously striving to provide fast, courteous service to Township residents, Board members, other departments and citizens through the most modern and cost effective methods available; and to maintain the township records in a systematic, orderly, logically organized and accessible manner.*

# OFFICE OF THE ASSESSOR

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Administration</i>				
Office visits	1166	241	3296	5523
Building permits processed	241	189	3776	3703
Sales recording	118	160	1265	1124
Change of Name*	17	6	125	633
Property tax appeals	351	-	831	1208
Certificate of Errors	79	36	569	984
Property location updates	-	-	346	357
New owner mailings	-	121	692	934
Long time occupants*	3	8	25	153
<i>Exemptions</i>				
Home owner exemptions	22	-	37	138
Senior home owner exemptions	244	-	276	564
Senior freeze exemptions*	536	-	751	923
Miscellaneous exemptions	54	2	149	318
<i>Foreclosures</i>	62	32	555	463

\* Denotes notary requirement

## Department Highlights

- Extended Tuesday hours, open until 6:00 p.m. – December had a total of 3 Visitors after 4:30pm.
- For Thursday's at the Community Relations Office - December we had a total of 3 visitors.
- We added 35 new e-mail contacts to our list, bringing the list to a total 1,030 contacts
- We opened for Board of Review Appeals on December 16th thru January 17th
- Senior exemption's are due to go out January 4<sup>th</sup>, changed from the original date of December 21.

### *Office of the Assessor Mission Statement:*

*The Hanover Township Assessor is your nearest liaison to the Cook County Assessor's Office. Our duty is to provide professional assistance with questions you may have regarding your real estate assessments and tax bills.*

# OFFICE OF COMMUNITY HEALTH

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Appointments</i>				
ProTimes	20	35	268	244
TB skin test	2	14	88	107
Cholesterol	4	4	152	123
Pharmaceutical Assistance Programs	1	4	57	139
Miscellaneous labs	20	6	165	131
Other	58	59	491	652
Total (unduplicated)	123	122	1151	1343
<i>Clinic Clients</i>				
Victory Centre of Bartlett	11	20	131	151
Glendale Terrace	0	2	67	103
Community Relations Office -Elgin	8	7	114	34
Clare Oaks (Diabetes Support Group)	0	7	48	46
Astor Avenue	5	8	174	126
Total (unduplicated)	23	44	541	379
<i>Public Education &amp; Health Promotion</i>				
Media coverage	4	5	33	49
Informational seminars	1	0	17	30
Ask A Pharmacist Program Participants	3	n/a	3	n/a
<i>Primary Care Provider Support</i>	2	28	176	377
<i>Phone Triage</i>	523	558	6477	6580
<i>Embracelet Program</i>	5	3	71	153

## Department Highlights

- On Friday, January 4, 2013 three residents participated in our new “Ask a Pharmacist Program.” A pharmacist from CVS provides a free consultation for residents to ask questions about the medications they are taking.
- KidCare held their monthly Children Immunization Clinic and saw 6 adults, 18 Children with 47 immunizations given.
- On Wednesday, January 16, 2013 Podiatrist Dr. Rick Ginsberg held his monthly clinic at the OCH Lower Level Office and saw 13 clients.
- Director Smith attended the Bartlett Fire Department Staff Meeting on Tuesday, January 22, 2013 and the newly formed Health Initiatives Council meeting for the American Cancer Society on Wednesday, January 23, 2013.
- On Friday, January 25, 2013 met with Open Door Clinic in Elgin to discuss STI services, treatment, support groups and education offered to residents in the community.
- On Monday, January 28, 2013 toured the Willow Creek Care Center in Hoffman Estates to learn about their upcoming dental and eye clinics due to open in the summer of 2013.
- On Wednesday, January 30, 2013 the Office of Community Health presented a Senior Women’s Health Workshop: “What Every Woman Should Know.” Physical Therapist, Christina Christie led this successful workshop that 19 residents attended.

### *Office of Community Health Mission Statement:*

*Our mission of the Office of Community Health is to provide education and health promotion, prevent the spread of disease and illness, and to assist residents in accessing quality health services.*

# OFFICE OF COMMUNITY AND VETERANS AFFAIRS

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Website Visits</i>	7,644	5,959	65,730	52,310
<i>Facebook Likes</i>	3	0	591	552
<i>Media Releases</i>	5	6	56	48
<i>Veteran Contacts</i>	9	N/C	77	N/C
<i>Total Veterans served</i>	8	N/C	50	N/C
<i>Total Resident Contacts (Elgin office)</i>	196	N/A	1,701	N/A

## Department Highlights

- Attended Rolling Knolls site visit and planning session hosted by Cook County Planning Department and Forest Preserve District on January 14.
- Attended Relay for Life committee meeting on January 14. Relay for Life Kickoff event is Friday, February 22.
- Veterans' Advocate Bill Tiknis and Tom Kuttentberg met with Anna Stachulak, Community Relations Director for Congressman Peter Roskam to discuss veterans' issues and outreach.
- Hanover Happenings was compiled and sent out to residents on February 1.
- Met with Izaak Walton League members about archery programming
- Met with Rep. Dennis Reboletti and his Legislative Aide Liz Gajos on January 28 along with Administrator Barr and Supervisor McGuire.
- Coordinated Emergency Services meeting with South Barrington Village President Frank Munao on January 28.
- Attended Chapel Creek Homeowners' Association meeting at Villa Olivia on January 28 with Supervisor McGuire, Hwy. Commissioner P. Craig Ochoa and Trustees Burke and Krick
- Met with American Legion Post 57 on January 29 to discuss collaboration of senior programs and promotion of legion and Township programs.
- Attended Blackhawk Residents Association meeting on January 29
- Met with Management Analyst Warfield and Director Parquette on January 30 to discuss outreach plans for CDBG grant for Izaak Walton Center
- Coordinated and participated in Izaak Walton site visit for staff on January 30
- Attended OSOT planning meeting on January 30
- Continued to coordinate with Cook County Department of Building and Zoning on TEO IGA
- Coordinating with Weblinx, Inc. on creation of a mobile version of the Township's website. Mobile website to launch in February.

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# DEPARTMENT OF EMERGENCY SERVICES

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Volunteers</i>				
Total volunteers	33	26	33	26
New volunteers	1	0	15	15
Volunteer hours	71.5	116.25	2,517.25	1,860
<i>Training</i>				
Total hours	122	104.5	1,244.5	1,185
<i>Details</i>				
Township events	0	0	22	22
Municipal Event Assistance	0	2	29	23
Emergency call outs	2	3	44	35
Safety Patrols	3	4	22	28
Miscellaneous	0	0	3	15

## Department Highlights:

- The Emergency Operations Plan and the associated work necessary to obtain it were completed. Turned in early in the month, the document was signed off on by Director Masters of Cook County Department of Homeland Security on February 5<sup>th</sup>, 2013. Future work with Cook County will include joint training and exercise work.
- We hosted the emergency management group Suburban Mutual Assistance Response Team (SMART) here in Bartlett. SMART holds monthly meetings and we belong to this group among others.
- The Department of Emergency Services held their annual volunteer appreciation event. Members were recognized and annual honors were awarded.

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# DEPARTMENT OF FACILITIES & MAINTENANCE

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Administration</i>				
Vehicle service calls	28	18	361	215
Work orders	60	39	656	639
Event set-ups/tear downs	104	155	1530	1594
<i>Energy Efficiency – Electricity (Kw)</i>				
Astor Avenue Community Center	5,049	4,343	35,987	40,237
Town Hall	9,600	9,360	93,360	133,320
Senior Center	29,550	28,188	366,549	443,398
<i>Energy Efficiency – Gas (Therms)</i>				
Astor Avenue Community Center	775.95	709.71	2,078.54	1,859.25
Town Hall	1,574.20	1,328.45	3,729.93	4,185.45
Senior Center	2,543.63	1,315.83	17,726.86	16,476.66

## Department Highlights

- Continued renovations in the YFS department. Sanding all walls and painting with fresh new colors. Removal of all old carpet floor repairs and installation of new vinyl flooring.
- Hired outside professional company to come in and pump out and clean all grease traps, sump and ejector pits.
- Shoveled and salted all township facilities sidewalks
- Each of our last two snow events we had to bring in our Township mechanic to service vehicles. One driver came in at 9pm for a break and vehicle would not start, and at a different time a vehicle quit running while on Route 59. The township mechanic was called and he was on the scene within 30 minutes and was able to get the vehicle running enough to drive it back to the shop and complete repair.

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# HIGHWAY DEPARTMENT

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Winter Season</i>				
Snow (inches)				
Salt (tons)	284	305	363	521
Overtime hours				
<i>Fall Season</i>				
Branch pick-up (truckloads)				

## Department Highlights

- January precipitation was more active than December. The Department used 284 tons of salt.
- Started looking at Recycling Extravaganza 2013. The date is scheduled for August 3, 2013.
- 2013 Resurfacing project will be Rohrssen Road from Bode to Golf Rd.
- We will use SpaceCo engineering services for the 2013 road project.

*Hanover Township Mission Statement:*

*Hanover Township is committed to providing an array of quality, cost effective, community based services; and to acting as a dynamic and responsive organization that delivers services in a responsible and respectful manner.*

# OFFICE OF THE MENTAL HEALTH BOARD

Report for January, 2013

SERVICE PROVIDED	DECEMBER 2012	DECEMBER 2011	FYTD 2013	FYTD 2012
<i>Grant Funding</i>				
Ongoing clients	668	774	668	774
New clients	219	306	3133	3397
Prevention Programming Presentations	14	20	189	225
Number in audience	160	962	8909	9667
<i>TIDE</i>				
Participants	7	9	8	12
Rides	71	135	962	1138
<i>Resource Center</i>				
Organizations providing services	5	7	5	7
Clients served	77	64	611	631

## Department Highlights

- The Mental Health Board met in January for its FY14 grant allocations. They voted to approve \$741,000 in specific allocations. They will move Family Service Association to a fee for service format to ensure accurate reporting from the agency. The Clinical Interventionist grant request from Youth and Family Services was the only new program request for FY14 and the board moved to approve an award of \$50,000 for the program.
- The MHB approved a capital grant request from Easter Seals of DuPage and Fox Valley for \$7,640 to finalize capital improvements for their Elgin site which is utilized by township residents.
- The board approved a trial membership proposal from the Association of Community Mental Health Authorities of Illinois (ACMHAI). Membership dues for 2013 will be waived and membership for 2014 would \$500 should the board want to continue with the group to determine the value of participation.
- The MHB Planning Committee has continued meeting to work on its three year strategic plan. The plan will be submitted to the Mental Health Board at our February meeting for review and recommendations.
- NAMI-Hanover Township has officially merged with NAMI-Schaumburg. They will not be using the Township for meeting space due to low attendance for our area. The group will be renamed NAMI-Schaumburg Area and include Hanover, Schaumburg, and Elk Grove Townships.
- Continued working with Family Service Association on their HT client numbers. After two additional submissions, we have resolved concerns with the Adult Therapy program. They are still working on accurate numbers for the Youth Therapy program.
- Met with new Safe from the Start Program Coordinator Carrie Estrada to introduce her to the Mental Health Board as well as logistics of the Community Resource Center
- Began notifying all grant recipients of the close of the fiscal year to ensure all staff development, capital, challenge, and regular grant payments are finalized by the close of the year
- Met with IT company that hosts MHB grant website to review possibilities of changing reporting. Due to relative high costs, the MHB will wait to improve the website after finalizing new reporting based on strategic plan recommendations. At that time, the MHB will research other website options along with current company to ensure the most cost efficient program.

### *Mental Health Board Mission Statement:*

*The mission of the Hanover Township Mental Health Board is to advocate for increasing the availability and quality of mental health services through the development of a comprehensive and coordinated system of effective and efficient program delivery, accessible to all residents of Hanover Township*

# DEPARTMENT OF SENIOR SERVICES

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Programming Division</i>				
Planned programs	179	116	1643	1135
Participants	1655	1224	17103	14500
Participants (unduplicated)	523	488	1305	1165
Wait listed (unduplicated)	65	30	656	781
Art & Computer classes	54	50	444	488
Art & Computer class participants	424	517	3861	4371
New volunteers	5	1	67	48
Total volunteers (unduplicated)	122	98	1289	661
Volunteer hours reported	1336	1373	15426	15313
Meals delivered by volunteers	1024	1114	9284	11141
<i>Social Services Division</i>				
Clients served (unduplicated)	238	210	1052	944
Energy Assistance	13	47	516	394
Prescription drugs & health insurance assistance	75	70	1364	1779
Public Aid	10	23	152	202
Social Service programs	8	8	94	96
Social Service program participants	69	80	955	1210
Lending Closet transactions	80	53	592	596
<i>Transportation Division</i>				
One way rides given	1670	1571	17346	15079
Individuals served (unduplicated)	223	179	655	626
New riders	14	28	161	176
Unmet requests for rides	27	34	251	146

## Department Highlights

- Transportation submitted an application to Pace to lease a bus similar to the vehicle that the Township is currently leasing.
- Social Services Reception Aides began scheduling tax aide appointments on 1/14/13.
- Programming: Memoir Writing, Life Line Screening, Silver Screen with the Supervisor, Understanding Alzheimer's, Triad, Music Video planning, Positive Action Group went to Feed My Starving Children in Aurora. War Horse, Cadillac Palace Theatre, National Hellenic Museum; Adler Planetarium; Chicago Indoor French Market & Bus Tour, Potawatomi Casino. Evening & Saturday: Strong & Fit Exercise, Yoga, Bingo Night, Texas Holdem' Basics, Spanish II, Chair Massage, Rumba, Supper Club, Cooking: Easy Asian Snacks and Whole Foods cooking class: Hearty Winter Soups, Facebook, Pinterest.
- OCH & Senior Services have agreed on cross-training of lower level reception staff.
- Social Services delivered 99 thank you notes to employees of Fellowes, Inc. in appreciation and recognition of their partnership with our Adopt-A-Senior program.
- Social Services staff toured Claremont Nursing Facility in Hanover Park with staff from Office of Community Health. A Social Services Specialist represented Hanover Township Senior Services at Elgin Hispanic Outreach group. Trainings: LGBT in Aging, Budgeting for Older Adults.
- Senior Services applied for a MHB Staff Development Grant to attend ASA Conference.

### *Senior Services Mission Statement:*

*With respect, innovation and a dedication to excellence, Senior Services is committed to facilitating programs and services that promote independence, a sense of community, and well being for mature adults in Hanover Township.*

# DEPARTMENT OF WELFARE SERVICES

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>General Assistance</i>				
General Assistance clients	22	19	213	164
General Assistance appointments	56	42	539	433
Emergency Assistance appointments	22	16	302	166
Emergency Assistance approved	5	7	47	59
Crisis intake clients	310	253	2826	1231
Access to Care	4	5	71	19
<i>LIHEAP Applications/PIPP Recertifications</i>				
Office	103	96	769	547
Circuit Breaker	0	3	2	12
<i>Social Services</i>				
ComEd Hardships	4	Closed	87	22
Weatherization	6	3	17	34
<i>Food Pantry</i>				
Served (Households)	796	732	9273	8274
New applications	127	85	1220	1014
Food Donations	30	60	564	579
<i>Community Center Walk-Ins</i>	327	375	3928	3817

## Department Highlights:

- With the assistance of staff and auxiliary staff we are currently up to 30 vendors for the Job Fair with more vendors expected. The Job Fair is scheduled for March 21<sup>st</sup> from 2:00 – 5:00pm. This year we will also host a resume writing workshop at no charge to residents.
- Job Clubs are expected to begin in April. Presenters and topics are being finalized.
- Supervisor's Community Service Award nominations have been submitted to the committee. The banquet is scheduled for Wednesday, April 3<sup>rd</sup> at the Bartlett Fire Barn. Invitations will be mailed the first week of March.
- Veteran Honor Roll Dinner is March 7<sup>th</sup> with two seating's at 3:00 and 5:30.
- CEDA continues to come weekly at Astor Avenue to offer Emergency Relief services to our Residents by offering assistance with car repairs, dental care and vision care programs. CEDA also provides free resume updating and writing once per month at Astor Avenue.
- Staff attended CEDA Weatherization training to keep us up to date on the processes and available programs.
- The quarterly audit was conducted with no violations for both General Assistance as well as Emergency Assistance.
- Thank you letters have been mailed to all sponsors and supporters from the holiday season.
- We continue to receive food donations from Jewel through the Northern Illinois Food Bank programs. In January 386 boxes of food were received which included milk, meats and fresh vegetables.
- After School Snack continues Monday thru Friday from 2:30 – 3:30 with homework help available.
- Kiwanis Club of Streamwood has agreed to staff the food pantry the fourth Saturday of each month. Currently, the first Saturday is staffed by St. Johns, second by auxiliary staff, and third and fifth by Immanuel United Church of Christ. The goal is to have each Saturday staffed by a community group or organization.
- The first spring mobile food pantry will be held at St. John's on March 26<sup>th</sup> at 10am.

### *Welfare Services Mission Statement:*

*Hanover Township Welfare Services is committed to improving the welfare of Hanover Township residents experiencing hardships. Providing resources and support to empower residents in achieving self-sustainability; to serve promptly with dignity and respect.*

# DEPARTMENT OF YOUTH AND FAMILY SERVICES

Report for January, 2013

SERVICE PROVIDED	JANUARY 2013	JANUARY 2012	FYTD 2013	FYTD 2012
<i>Outreach &amp; Prevention</i>				
Open Gym participants	1357	932	9990	7371
Open Gym participants (unduplicated)	484	324	994	1181
Alternative to Suspension referrals	15	23	86	238
Alternative to Suspension participants (unduplicated)	58	47	102	74
<i>Clinical</i>				
Therapy clients (total attended)	302	259	3213	2771
Therapy clients (unduplicated)	138	129	568	271
Total families	68	53	616	496
New families	3	9	52	54
Clinical hours	295	250	2358	2240
Group session participants	695	408	4437	2007
<i>Tutoring Participants</i>				
Total	76	109	1055	928
Unduplicated	47	54	170	165

## Department Highlights:

- Grant funding from the Best Buy Children's Foundation is being used to fund a certified teacher from Elgin High School to work with students identified as failing three or more classes.
- All Clinicians and Prevention Specialists have completed a three day RENEW training, which is the PBIS high school Tier III intervention training.
- Letters of support are being secured for the Cook County Community Block Development Grant for the Izaak Walton League, which include: Dr. Jose Torres, Principals from Lords Park, Hilltop, and Huff Elementary Schools, Gail Borden Library, the Girl Scouts of Northern Illinois, and Loyola University, Chicago.
- Research is being conducted on developing an outdoor archery range for the Izaak Walton League, including certification of staff, equipment, and maintenance of a range.
- John Parquette, LCSW, will be participating in a three day retreat with various members of School District U-46 to complete recommendations for the Transformational Task Force.
- Sarah Spunt, LSW, recently joined the Youth and Family Services Team as a Clinical Interventionist. This position is funded by the Hanover Township Mental Health Board to conduct PBIS Tier II school based group work and to develop and implement substance abuse prevention programming for the Township.
- Aafreen Syed is completing her undergraduate internship at the Open Gym Program. Aafreen is implementing skills building training at all of the Open Gym sites.
- Planning has resumed for the development of a teen Open Gym Program to be offered at the Streamwood Park District's Park Place.
- Notes on report: Open Gym Participants (unduplicated) in FY13 is lower than FY12 due to participants consistent participation throughout the year and fewer drop outs. Alternative to Suspension Referrals for FY13 is lower than FY12 due to start up and inappropriate referrals from schools. Current referrals are low due to participants remaining in programming school year to school year. Family Therapy Clients (unduplicated) for FY13 is larger than FY12 due to less clinical staff turnover.

### *Youth & Family Services Mission Statement:*

*The mission of Hanover Township Youth and Family Services is the prevention of juvenile delinquency and the promotion of positive development in young people. This is accomplished by providing services which help to strengthen families, to provide outreach to children and teens at risk of school failure and delinquency, and to contribute to the building up of a healthier community for all Township youth.*

**Hanover Township**  
Board Audit Report  
From 2/12/13 to 2/19/13

	Subtotal	Alexian Invoices	Total
Total Town Fund	40,495.64	92.25	40,587.89
Total Senior Center	8,389.69	61.00	8,450.69
Total Welfare Services	2,431.87		2,431.87
Total Road and Bridge	3,008.43		3,008.43
Total Mental Health Board	44,858.11	8,500.00	53,358.11
Total Retirement	0.00		
Total Vehicle	0.00		
Total Capital	0.00		
Total All Funds	<u>99,183.74</u>	<u>8,653.25</u>	<u>107,836.99</u>

The above "Subtotal" column has been approved for payment this 19th day of February 2013.

The above "Total" column has been approved for payment this 19th day of February 2013.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Trustee

**Hanover Township  
Board Audit Report  
February 12 - 19, 2013**

Type	Date	Num	Name	Memo	Amount
<b>1103 - Senior Center - Revenue</b>					
<b>1103500 - Senior Programs</b>					
Check	2/12/2013	97948	Stanley Kaleta	Casino Refund	64.00
Total 1103500 - Senior Programs					64.00
<b>1103509 - Lending Closet</b>					
Check	2/12/2013	97947	Dan Kenna	Lending Closet Refund	45.00
Total 1103509 - Lending Closet					45.00
Total 1103 - Senior Center - Revenue					109.00
<b>1014 - Town Fund - Expenditures</b>					
<b>101CAP - Capital Expenditures</b>					
<b>1014430 - Computer Equipment &amp; Software</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Server Backup Monthly Subscription	150.00
Check	2/12/2013	97942	Current Technologies Corporation	Inv# 3431 Server Service Agreement	179.38
Check	2/15/2013	97965	All Information Services	Inv# 23032 Phone Network Labor	312.50
Total 1014430 - Computer Equipment & Software					641.88
Total 101CAP - Capital Expenditures					641.88
<b>101CHN - Community Health</b>					
<b>1014453 - Printing</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Marketing Postcards (100)	19.25
Total 1014453 - Printing					19.25
<b>1014454 - Travel</b>					
Check	2/15/2013	97955	Hoch, Keely P	Mileage Reimbursement	36.09
Check	2/15/2013	97957	Arriola, Stacy A	Mileage Reimbursement July 2012 - January 2013	108.34
Total 1014454 - Travel					144.43
<b>1014459 - Professional Services</b>					
Check	2/15/2013	97956	Alexian Brothers Health System	Patient# G.9319 Lab Work	92.25
Total 1014459 - Professional Services					92.25
<b>1014461 - Miscellaneous</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Volunteer Medical Director Appreciation Supplies	80.10
Total 1014461 - Miscellaneous					80.10
<b>1014466 - Communications</b>					
Check	2/12/2013	97952	Sprint	Acct# 897162515 Monthly Charges	59.20
Total 1014466 - Communications					59.20
<b>1014468 - MHB Perscription Reimbursements</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	MHB Perscription Reimbursement	475.19
Total 1014468 - MHB Perscription Reimbursements					475.19
Total 101CHN - Community Health					870.42
<b>101COM - Community Center Ops</b>					
<b>1014361 - Utilities</b>					

**Hanover Township  
Board Audit Report  
February 12 - 19, 2013**

Type	Date	Num	Name	Memo	Amount
Check	2/12/2013	97949	Nicor 75	Acct# 75-08-57-1000 4 Monthly Charges	209.89
Check	2/12/2013	97950	Nicor 65	Acct# 65-08-57-1000 5 Monthly Charges	197.41
Check	2/15/2013	97974	Com Ed 016 (Astor)	Acct# 8584152016 Monthly Charges	428.58
Total 1014361 - Utilities					835.88
Total 101COM - Community Center Ops					835.88
<b>101CVA - Community &amp; Veteran Affairs</b>					
<b>101CMA - Community Relations</b>					
<b>1014617 - Equipment &amp; Furniture</b>					
Check	2/15/2013	97991	Wells Fargo Financial Leasing	Acct# 001-0090075-002 Copier Machine Rental	62.50
Total 1014617 - Equipment & Furniture					62.50
<b>1014622 - Satellite Office Lease</b>					
Check	2/12/2013	97935	Renz Center	CRO Rent	872.50
Total 1014622 - Satellite Office Lease					872.50
<b>1014625 - Communications</b>					
Check	2/15/2013	97969	Breese Journal & Publishing Company	Inv# 76631 Hanover Happenings Winter/Spring	7,951.38
Total 1014625 - Communications					7,951.38
Total 101CMA - Community Relations					8,886.38
Total 101CVA - Community & Veteran Affairs					8,886.38
<b>101ES - ES - Expenditures</b>					
<b>1014802 - Equipment</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Mobile Food Pantry Directional Signs	208.40
Check	2/12/2013	97937	Richard David	Station Supplies	97.35
Check	2/12/2013	97938	Mick Rogala	Station Supplies - Trailer Connections/Signs/ Labels/Camera	571.34
Check	2/12/2013	97944	Fleet Safety Supply	Inv# 57214 Strobe Light / Assembly	316.80
Check	2/15/2013	98006	Carquest Auto Parts Stores	Adapters/Gaskets/Drain Plug/	74.86
Total 1014802 - Equipment					1,268.75
<b>1014803 - Uniforms</b>					
Check	2/12/2013	97951	Ray O'herron Co., Inc.	Inv# 67638 Full Uniform	371.55
Check	2/12/2013	97951	Ray O'herron Co., Inc.	Inv# 67578 Tie Clip/Tie Bar/Hat/Nameplate	113.50
Total 1014803 - Uniforms					485.05
<b>1014807 - Miscellaneous</b>					
Check	2/12/2013	97939	John McGuire	Streamwood Assistance Callout Supplies	34.22
Total 1014807 - Miscellaneous					34.22
<b>1014809 - Pre-Volunteer Screening</b>					
Check	2/12/2013	97953	Verify (XHANEM)	Inv# 755875 Background Check	16.00
Total 1014809 - Pre-Volunteer Screening					16.00
<b>1014812 - Volunteer Appreciation</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Annual Volunteer Appreciation Dinner / Supplies	2,224.82
Check	2/12/2013	CC J...	JP Morgan Chase	Annual Volunteer Appreciation Dinner Entertainment	400.00

## Hanover Township Board Audit Report February 12 - 19, 2013

Type	Date	Num	Name	Memo	Amount
Total 1014812 · Volunteer Appreciation					2,624.82
<b>1014814 · Communications</b>					
Check	2/12/2013	97952	Sprint	Acct# 897162515 Monthly Charges	35.17
Total 1014814 · Communications					35.17
Total 101ES · ES - Expenditures					4,464.01
<b>101ISE · Insurance &amp; Employee Benefits</b>					
<b>1014513 · Employee Wellness</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Employee Wellness	18.18
Total 1014513 · Employee Wellness					18.18
Total 101ISE · Insurance & Employee Benefits					18.18
<b>101LEA · Legal &amp; Auditing</b>					
<b>1014502 · Legal Services</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Legal Mailing	50.85
Check	2/15/2013	97982	Bryan E. Mraz & Associates	Legal Fees January 2013	13,505.00
Total 1014502 · Legal Services					13,555.85
Total 101LEA · Legal & Auditing					13,555.85
<b>101MAIN · Facilities Maintenance</b>					
<b>1014214 · Equipment Maintenance - Senior</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	HVAC Unit Part	10.16
Total 1014214 · Equipment Maintenance - Senior					10.16
<b>1014221 · Cell Phone/Communications</b>					
Check	2/12/2013	97952	Sprint	Acct# 897162515 Monthly Charges	170.59
Total 1014221 · Cell Phone/Communications					170.59
<b>1014225 · Grounds Maintenance</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Salt Spreader	396.48
Total 1014225 · Grounds Maintenance					396.48
Total 101MAIN · Facilities Maintenance					577.23
<b>101THE · Town Hall Expense</b>					
<b>1014403 · Utilities - Town</b>					
Check	2/15/2013	97973	Com Ed 006 (Town)	Acct# 7826009006 Monthly Charges	674.39
Total 1014403 · Utilities - Town					674.39
Total 101THE · Town Hall Expense					674.39
<b>101TOE · Town Office Expense</b>					
<b>1014401 · Postage</b>					
Check	2/15/2013	97977	Easy Permit Postage	Acct# 8000-9090-0585-2392 Postage	200.00
Total 1014401 · Postage					200.00
<b>1014404 · Office Supplies</b>					

**Hanover Township  
Board Audit Report  
February 12 - 19, 2013**

Type	Date	Num	Name	Memo	Amount
Check	2/15/2013	97988	Staples	Inv# 3190595878 Counterfeit Detector	19.99
Total 1014404 · Office Supplies					19.99
<b>1014412 · Travel Expenses</b>					
Check	2/15/2013	97964	Imperato, Alexandra M	Mileage Reimbursement	11.64
Total 1014412 · Travel Expenses					11.64
<b>1014414 · Memberships, Subs &amp; Publication</b>					
Check	2/12/2013	97946	Township Officials of Illinois-Trstee Div	TOI Trustees Division Dues	30.00
Total 1014414 · Memberships, Subs & Publication					30.00
<b>1014424 · Education &amp; Training</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	ILCMA Registration - J. Barr	150.00
Check	2/12/2013	CC J...	JP Morgan Chase	Business Writing Workshop - A. Imperato	258.00
Total 1014424 · Education & Training					408.00
<b>1014429 · Miscellaneous</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Employee Appreciation	45.06
Check	2/12/2013	CC J...	JP Morgan Chase	Township Email Marketing	37.19
Check	2/12/2013	CC J...	JP Morgan Chase	Annual Employee Awards (3)	300.00
Check	2/12/2013	CC J...	JP Morgan Chase	Annual Employee Appreciation Lunch (70)	1,231.84
Total 1014429 · Miscellaneous					1,614.09
<b>1014530 · Financial Administration</b>					
Check	2/15/2013	97979	Governmental Accounting, Inc	Inv# 5470 Monthly Contract Billing	4,930.00
Total 1014530 · Financial Administration					4,930.00
<b>1014531 · Community Affairs</b>					
Check	2/12/2013	97943	Dee's Catering Service, Inc.	Inv# 15504 Breakfast with Board	303.25
Check	2/15/2013	97980	Kwik Print	Inv# 49040 OSOT Mailer Envelopes	69.20
Total 1014531 · Community Affairs					372.45
Total 101TOE · Town Office Expense					7,586.17
<b>104ASR · Assessor's Division</b>					
<b>1044405 · Office Supplies</b>					
Check	2/15/2013	97988	Staples	Inv# 3191740937 Toner Cartridge	157.99
Total 1044405 · Office Supplies					157.99
<b>1044415 · Dues, Subs &amp; Publications</b>					
Check	2/15/2013	97987	The Sidwell Company	Inv# 91454 Annual Atlas Service	245.60
Total 1044415 · Dues, Subs & Publications					245.60
Total 104ASR · Assessor's Division					403.59
<b>107CLK · Clerk's Department</b>					
<b>1074202 · Office Supplies</b>					
Check	2/15/2013	97988	Staples	Inv# 3191740941 Toner Cartridge	151.33
Total 1074202 · Office Supplies					151.33

# Hanover Township Board Audit Report February 12 - 19, 2013

Type	Date	Num	Name	Memo	Amount
Total 107CLK · Clerk's Department					151.33
<b>109YFS · Youth &amp; Family Services</b>					
<b>109ADM · Administration &amp; Clinical</b>					
<b>1094611 · Education &amp; Training</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Loyola University Meeting	56.37
Check	2/15/2013	97958	AITCOY	AITCOY Workshop Registration (9)	180.00
Total 1094611 · Education & Training					236.37
<b>1094614 · Printing</b>					
Check	2/15/2013	97966	A1 Trophies & Awards, Inc	Inv# 13427 Name Badge	7.95
Check	2/15/2013	97980	Kwik Print	Inv# 48985 Business Cards	26.80
Total 1094614 · Printing					34.75
<b>1094619 · Office Supplies</b>					
Check	2/15/2013	97986	Quill Corporation	Inv# 9237442 Appointment Book	16.44
Total 1094619 · Office Supplies					16.44
<b>1094620 · Community Affairs</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Printed Certificates Paper	19.37
Check	2/15/2013	97961	Bailey, Lisa E	Tier II Groupwork Supplies	18.94
Total 1094620 · Community Affairs					38.31
<b>1094623 · Travel</b>					
Check	2/15/2013	97962	Robl, Jared R	Mileage Reimbursement	49.16
Check	2/15/2013	97963	Evans {1}, Tor	Mileage Reimbursement	61.60
Total 1094623 · Travel					110.76
Total 109ADM · Administration & Clinical					436.63
<b>109OUT · Outreach &amp; Prevention</b>					
<b>1094643 · Education &amp; Training</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Brain Healing Workshop - A. Chacon	50.00
Check	2/12/2013	CC J...	JP Morgan Chase	Behavioral Problems Workshop - A. Chacon	30.00
Total 1094643 · Education & Training					80.00
<b>1094644 · Travel</b>					
Check	2/15/2013	97959	Teachout, Amanda A	Mileage Reimbursement	123.56
Check	2/15/2013	97960	Chacon, Alejandra E	Mileage Reimbursement	87.01
Total 1094644 · Travel					210.57
<b>1094647 · Office Supplies</b>					
Check	2/15/2013	97986	Quill Corporation	Inv# 9128317 Copy Paper	35.90
Total 1094647 · Office Supplies					35.90
<b>1094650 · Program Supplies</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Aleternative to Suspension Games/Books/Toys	440.34
Check	2/12/2013	CC J...	JP Morgan Chase	Open Gym Toys/Games/Books	487.48
Check	2/12/2013	CC J...	JP Morgan Chase	Alternative to Suspension Supplies - Canvas	83.85
Total 1094650 · Program Supplies					1,011.67

**Hanover Township  
Board Audit Report  
February 12 - 19, 2013**

Type	Date	Num	Name	Memo	Amount
<b>1094651 - Cellphones</b>					
Check	2/12/2013	97952	Sprint	Acct# 897162515 Monthly Charges	147.81
Total 1094651 - Cellphones					147.81
Total 109OUT - Outreach & Prevention					1,485.95
Total 109YFS - Youth & Family Services					1,922.58
Total 1014 - Town Fund - Expenditures					40,587.89
<b>1104 - Senior Center - Expenditures</b>					
<b>1104ADM - Administration</b>					
<b>1104523 - Recruitment</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Receptionist Job Ad	25.00
Check	2/12/2013	97954	Verify (XHTSSE)	Inv# 755887 Background Check	28.00
Total 1104523 - Recruitment					53.00
<b>1104524 - Utilities</b>					
Check	2/15/2013	97971	Com Ed 009 (Snr)	Acct# 7826010009 Monthly Charges November	2,070.09
Total 1104524 - Utilities					2,070.09
<b>1104525 - Telephone &amp; High Speed Internet</b>					
Check	2/12/2013	97952	Sprint	Acct# 897162515 Monthly Charges	518.05
Total 1104525 - Telephone & High Speed Internet					518.05
<b>1104527 - Equipment Purch/Rental/Repair</b>					
Check	2/15/2013	97990	Wells Fargo Financial Leasing 001	Acct# 001-0090075-001 Copier Machine Rental	351.00
Total 1104527 - Equipment Purch/Rental/Repair					351.00
<b>1104528 - Office Supplies</b>					
Check	2/12/2013	97940	A1 Trophies & Awards, Inc	Inv# 13446 Name Badges (2)	19.90
Total 1104528 - Office Supplies					19.90
<b>1104536 - Education &amp; Training</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	AISC Conference Registration (2)	190.00
Total 1104536 - Education & Training					190.00
<b>1104542 - Senior Satellite Service</b>					
Check	2/12/2013	97935	Renz Center	CRO Rent	1,308.50
Check	2/15/2013	97991	Wells Fargo Financial Leasing	Acct# 001-0090075-002 Copier Machine Rental	62.50
Total 1104542 - Senior Satellite Service					1,371.00
Total 1104ADM - Administration					4,573.04
<b>1104SOC - Social Services</b>					
<b>1104515 - Programming</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Chicago Flower Show Tickets (32)	419.00
Check	2/12/2013	CC J...	JP Morgan Chase	Book CLlub Supplies	20.41
Check	2/12/2013	CC J...	JP Morgan Chase	DVD Box Set (Reimbursed by Senior Committee)	47.80
Check	2/12/2013	CC J...	JP Morgan Chase	Elgin Programming DVD Supplies (2)	94.90
Check	2/12/2013	CC J...	JP Morgan Chase	Netflix Movie Subscription	11.99

## Hanover Township Board Audit Report February 12 - 19, 2013

Type	Date	Num	Name	Memo	Amount
Check	2/12/2013	CC J...	JP Morgan Chase	Exercise Club Supplies	10.06
Check	2/12/2013	CC J...	JP Morgan Chase	Card Club Mah Jongg Tiles (12 Sets)	96.00
Check	2/12/2013	CC J...	JP Morgan Chase	National Trivia Day Supplies	77.88
Check	2/12/2013	CC J...	JP Morgan Chase	Book Club Supplies	7.49
Check	2/12/2013	CC J...	JP Morgan Chase	Pizza and a Movie Program	110.57
Check	2/12/2013	CC J...	JP Morgan Chase	Irish Band Deposit	20.00
Check	2/12/2013	CC J...	JP Morgan Chase	Chicago Auto Show Admission(32)	192.00
Check	2/12/2013	CC J...	JP Morgan Chase	Now and Forever Theater Tickets (32)	930.00
Check	2/12/2013	CC J...	JP Morgan Chase	Senior Outing (31)	742.45
Check	2/12/2013	CC J...	JP Morgan Chase	National Hellenic Museum Trip (30)	180.00
Check	2/15/2013	97978	Frostline Inc	Inv# 33323 Multipurpose Room Audio Enhancer	65.55
Total 1104515 · Programming					3,026.10
<b>1104519 · Senior Assistance</b>					
Check	2/12/2013	97936	Whaba Medical, Inc	Medical Assistance.	200.00
Total 1104519 · Senior Assistance					200.00
<b>1104531 · Computer Instruction</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Document Scanner	36.97
Total 1104531 · Computer Instruction					36.97
<b>1104532 · Visual Arts</b>					
Check	2/12/2013	97945	Hobby Lobby	Program Supplies	9.98
Total 1104532 · Visual Arts					9.98
Total 1104SOC · Social Services					3,273.05
<b>1104TRN · Transportation</b>					
<b>1104518 · Vehicle Maintenance</b>					
Check	2/15/2013	97983	Mitchell 1	Acct# 979637 Online Technical Support	69.71
Check	2/15/2013	98006	Carquest Auto Parts Stores	Motor Oil	88.08
Total 1104518 · Vehicle Maintenance					157.79
<b>1104549 · Recruitment</b>					
Check	2/12/2013	97941	Alexian Bros Corporate Health Services	Inv# 467098 Pre Employment Physical	61.00
Total 1104549 · Recruitment					61.00
<b>1104550 · Telephone</b>					
Check	2/12/2013	97952	Sprint	Acct# 897162515 Monthly Charges	276.81
Total 1104550 · Telephone					276.81
Total 1104TRN · Transportation					495.60
Total 1104 · Senior Center - Expenditures					8,341.69
<b>2024 · Welfare Services - Expenditures</b>					
<b>2024ADM · Administration</b>					
<b>2024204 · Equipment Purchase &amp; Rental</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Coat Racks (3)	19.99
Check	2/12/2013	CC J...	JP Morgan Chase	Office Equipment/Bulletin Boards (2)	609.98
Check	2/12/2013	CC J...	JP Morgan Chase	Office Decor	11.22

## Hanover Township Board Audit Report February 12 - 19, 2013

Type	Date	Num	Name	Memo	Amount
Check	2/12/2013	97952	Sprint	Acct# 897162515 Monthly Charges	101.07
Total 2024204 · Equipment Purchase & Rental					742.26
<b>2024213 - Community Affairs / Misc</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Employee Appreciation	49.00
Total 2024213 · Community Affairs / Misc					49.00
Total 2024ADM · Administration					791.26
<b>2024HOM · Home Relief</b>					
<b>2024105 - Clothing</b>					
Check	2/12/2013	CC J...	JP Morgan Chase	Clothing/Personal Care Stipends (13)	1,640.61
Total 2024105 · Clothing					1,640.61
Total 2024HOM · Home Relief					1,640.61
Total 2024 · Welfare Services - Expenditures					2,431.87
<b>3034 · Road &amp; Bridge - Expenditures</b>					
<b>3034ADM · Administration</b>					
<b>3034701 - Legal</b>					
Check	2/15/2013	97981	Kopon Airdo, LLC	Inv# 154-0001-10947 Legal Fees	1,538.17
Total 3034701 · Legal					1,538.17
<b>3034711 - Utilities</b>					
Check	2/15/2013	97972	Com Ed 8009 (R&B)	Acct# 7826008009 Monthly Charges	174.74
Total 3034711 · Utilities					174.74
<b>3034713 - Service Charges</b>					
Check	2/15/2013	97967	Business Card - Bank of America	Account Charges	31.99
Total 3034713 · Service Charges					31.99
Total 3034ADM · Administration					1,744.90
<b>3034ROD · Road Maintenance</b>					
<b>3034602 - Operating Supplies &amp; Materials</b>					
Check	2/15/2013	97976	Continental Weather Svc	Inv# 12803 Weather Forecasting	150.00
Check	2/15/2013	97983	Mitchell 1	Acct# 979637 Online Technical Support	69.71
Check	2/15/2013	97984	Menard's	Inv# 11637 Hex Bolts	8.17
Check	2/15/2013	97985	Martin Implement Sales, Inc	Inv# A23947 Screws/Muffler	76.23
Check	2/15/2013	97989	Terrace Supply Company	Inv# 923280 Cylinder Rental	10.23
Total 3034602 · Operating Supplies & Materials					314.34
<b>3034610 - Street Lighting</b>					
Check	2/15/2013	97970	Com Ed 152	Acct# 0045120152 Monthly Charges	279.55
Check	2/15/2013	97975	Com Ed 051	Acct# 5619024051 Monthly Charges	33.94
Total 3034610 · Street Lighting					313.49
Total 3034ROD · Road Maintenance					627.83
<b>303EQM · Equipment</b>					

**Hanover Township  
Board Audit Report  
February 12 - 19, 2013**

Type	Date	Num	Name	Memo	Amount
<b>3034609 - Maintenance Vehicles &amp; Equip</b>					
Check	2/15/2013	97968	Bonnell Industries, Inc	Inv# 144534 Turbo Assembly/Angle Cylinder	541.84
Check	2/15/2013	98006	Carquest Auto Parts Stores	Alternator	93.86
Total 3034609 - Maintenance Vehicles & Equip					635.70
Total 303EQM - Equipment					635.70
Total 3034 - Road & Bridge - Expenditures					3,008.43
<b>5054 - Mental Health - Expenditures</b>					
<b>5054ADM - Administration</b>					
<b>5054014 - Equip / Database</b>					
Check	2/15/2013	97988	Staples	Inv# 3190595878 Toner	99.99
Total 5054014 - Equip / Database					99.99
Total 5054ADM - Administration					99.99
<b>5054COM - Community Resource Center</b>					
<b>5054210 - Utilities</b>					
Check	2/15/2013	98001	Village of Streamwood Water Billing Dept.	Acct# 105-0062-00-01 Water/Sewer	18.33
Total 5054210 - Utilities					18.33
<b>5054213 - Janitorial</b>					
Check	2/15/2013	97999	JaniKing	Inv# 2130539 Monthly Contract Billing	414.00
Total 5054213 - Janitorial					414.00
<b>5054250 - Building Maintenance</b>					
Check	2/15/2013	98000	Groot Recycling & Waste Services Inc	Acct# 16790-001 Monthly Charges	39.15
Check	2/15/2013	98002	Orkin Pest Control	Inv# 80928619 Pest Control	50.00
Total 5054250 - Building Maintenance					89.15
<b>5054286 - Agency Support Services</b>					
Check	2/15/2013	97993	PAETEC	Acct# 9097797 Monthly Charges	
Check	2/15/2013	97993	PAETEC	Acct# 1173538 Monthly Charges	67.11
Total 5054286 - Agency Support Services					67.11
Total 5054COM - Community Resource Center					588.59
<b>5054SVC - Service Contracts</b>					
<b>5054100 - Children's Advocacy Ctr - CASI</b>					
Check	2/15/2013	98004	Childrens Advocacy Ctr of Nwst Co Cou...	CASI	5,000.00
Total 5054100 - Children's Advocacy Ctr - CASI					5,000.00
<b>5054102 - CAC Family Support</b>					
Check	2/15/2013	98004	Childrens Advocacy Ctr of Nwst Co Cou...	Family Support Services	125.03
Total 5054102 - CAC Family Support					125.03
<b>5054103 - CAC Safe from the Start</b>					
Check	2/15/2013	98004	Childrens Advocacy Ctr of Nwst Co Cou...	Safe From the Start	3,500.00
Total 5054103 - CAC Safe from the Start					3,500.00

1:28 PM

02/15/13

Accrual Basis

## Hanover Township Board Audit Report February 12 - 19, 2013

Type	Date	Num	Name	Memo	Amount
<b>5054142 - Centro De Informacion</b>					
Check	2/15/2013	98003	Centro de Informacion	Mental Health Services at Glendale Terrace	7,500.00
Total 5054142 - Centro De Informacion					7,500.00
<b>5054162 - Tide Project</b>					
Check	2/15/2013	97995	A#1 Cab Dispatch Inc	Tide Invoices 2/6/13	599.50
Total 5054162 - Tide Project					599.50
<b>5054165 - Alexian Bros - Outpatient Psych</b>					
Check	2/15/2013	98005	Alexian Mental Health Center	Senior Mental Health Serivces	8,500.00
Total 5054165 - Alexian Bros - Outpatient Psych					8,500.00
<b>5054180 - Capital Grant Fund</b>					
Check	2/15/2013	97994	Boys & Girls Club of Elgin	Capital Grant Award - Bus	10,000.00
Check	2/15/2013	97996	Maryville Academy	Capital Grant Award - Sensory Integration Furniture	1,800.00
Check	2/15/2013	97997	Ecker Center for Mental Health	Capital Grant Award - Flooring	13,750.00
Check	2/15/2013	97998	Clarewoods Academy	Capital Grant Award - Communication Equipment	1,815.00
Total 5054180 - Capital Grant Fund					27,365.00
<b>5054199 - Elgin Family Ctr - Adult Psych</b>					
Check	2/15/2013	97992	Greater Elgin Family Care Center	Adult Psychiatric Services	80.00
Total 5054199 - Elgin Family Ctr - Adult Psych					80.00
Total 5054SVC - Service Contracts					52,669.53
Total 5054 - Mental Health - Expenditures					53,358.11
<b>TOTAL</b>					<b>107,836.99</b>



I. Call to Order/Roll Call

Supervisor McGuire called the meeting to order at 7:12 p.m. Clerk Dolan Baumer called the roll; present were Trustees Benoit, Krick and Westlund-Deenihan, and Supervisor McGuire. Trustee Burke arrived at 7:22 p.m.

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

Staff and others present included Administrator James Barr, Assistant Administrator Katie Delaney, Manager of Community Relations Thomas Kuttentberg, Management Analyst Thomas Warfield, Mrs. Hope Duval, and Attorney Larry Mraz. Also present were Terraence Lally and Richard Spilky of Integrys Energy Services.

II. Supervisor McGuire asked everyone to stand and join him in the Pledge of Allegiance.

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 this evening.

V. Reports:

A. *Supervisor's Report:* Supervisor McGuire reported that Welfare Services had a surprise audit by Administration this past week; all went well. Regular and surprise audits are part of the reforms made since 2009. Township Topics Day is on May 7.

B. *Clerk's Report:* Clerk Dolan Baumer reported that Early Voting for the February Elgin Primary is ongoing at our Elgin office. She thanked Mr. Kuttentberg for handling the Early Voting there.

C. *Assessor's Report:* Assessor Smogolski offered no report. Mr. McGuire reported that he has heard from residents who have been through the office with very high satisfaction; kudos to the staff there.

D. *Highway Commissioner's Report:* Commissioner Ochoa reported that the date of the 4th annual recycle event will be August 3 from 8 a.m.-1 p.m.

E. *Treasurer's Report:* A motion was made by Trustee Benoit and seconded by Trustee Westlund-Deenihan to approve the Treasurer's Report subject to final audit, and followed by a roll call vote. Roll call: Ayes: Trustees Benoit, Burke, Krick, Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

F. *Trustee Committee Liaison Reports:*

a. Senior Citizen Services: Trustee Krick noted that the committee had a presentation by the Streamwood Park District staff regarding Park Pride; the committee will adopt a park as a result of the presentation.

b. Youth: Trustee Benoit reported that the Leaders Award nominations are due on Friday. Two vacancies exist on the committee; Mr. Kuttentberg was asked to do a press release to spur interest.

c. Environmental Workgroup: Trustee Westlund-Deenihan reported that new cups have been ordered; that the Township will be working with Terra Cycle to recycle print cartridges - the money will be donated to the Township Foundation; and that Mr. Warfield has created a

carbon footprint baseline for further analysis.

- d. Mental Health Board: Trustee Burke reported that the Board is reviewing grants applications.

VI. Bill Paying

Mr. Barr offered the bills in two requests for approval, with bills for payment to Alexian Brothers for \$1,256.16; a motion was made by Trustee Westlund-Deenihan and seconded by Trustee Benoit to pay the Alexian invoices of \$1,371.00. Roll call: Ayes: Trustees Burke, Krick, Westlund-Deenihan, and Supervisor McGuire. Abstain: Trustee Benoit. Nays: none. Motion carried.

Mr. Barr asked that the Board approve the bills from January 16 through February 11, 2013 as presented.

a. Town Fund	\$96,981.44
b. Senior Center Fund	34,614.79
c. Welfare Services Fund	21,362.16
d. Road and Bridge Fund	8,598.81
e. Mental Health Fund	38,384.32
f. Retirement Fund	0.00
g. Vehicle Fund	100.00
h. Capital Fund	8,347.36
Total All Funds:	<u>\$208,388.88</u>

A motion was made by Trustee Burke to approve the bill as presented for December 19 through January 15, 2013; Trustee Benoit seconded the motion. Roll call: Ayes: Trustees Benoit, Burke, Krick, and Westlund-Deenihan, and Supervisor McGuire. Nays: none. Motion carried.

- VII. Unfinished Business: Mr. McGuire asked Mr. Barr for an update on the Runzel Reserve: he reported that the project is on schedule for completion in early spring with a dedication in April.

VIII. New Business:

A. Regular Meeting Minutes of January 15, 2013 and the Workshop Minutes of February 2, 2013:

Clerk Dolan Baumer submitted the Regular Meeting Minutes of January 15, 2013 and the Workshop Meeting Minutes of February 2, 2013 for review and approval by the Board. A motion was made by Trustee Benoit to approve the regular meeting minutes of January 15, 2013 and the Workshop Meeting Minutes of February 2, 2013 with a second by Trustee Burke. Roll call: Ayes: Trustees Benoit, Burke, and Krick, and Supervisor McGuire. Abstain: Trustee Westlund-Deenihan. Nays: none. Motion carried.

- B. Executive Session Minutes of January 15, 2013: A motion was made by Trustee Burke and seconded by Trustee Benoit to approve ordinance the Executive Session Minutes of January 15, 2013, as presented. Roll call: Ayes: Trustees Burke, Krick, and Benoit, and Supervisor McGuire. Abstain: Trustee Westlund-Deenihan. Nays: None. Motion carried.

C. Acceptance of the Finance Committee Report

1. FY14 Tentative Budget Ordinance for Hanover Township: A motion was made by Trustee Burke and seconded by Trustee Westlund-Deenihan to approve ordinance #021113HT FY14 Tentative Budget Ordinance for Hanover Township. discussion ensued. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

2. FY14 Tentative Budget Ordinance for Hanover Township Road District: A motion was made by Trustee Benoit and seconded by Trustee Westlund-Deenihan to approve ordinance #021113RD FY14 Tentative Budget Ordinance for Hanover Township. Roll call: Ayes:

Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

3. Vehicle Replacement: The Finance Committee's recommendation is to purchase a senior vehicle bus, one replacement maintenance vehicle, and perhaps one or more Emergency Services vehicles. The motion to fund the Vehicle Fund as recommended was made by Trustee Westlund-Deenihan and seconded by Trustee Burke. Discussion ensued. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

4. FY14-19 Capital Improvement Plan: The Finance Committee recommended three main projects for FY14-19, including improvements to the Izaak Walton League property (primarily funded by CDBG), reconstruction of the Town Hall parking lot, and a Senior Center solar power and energy efficiency project, as well as miscellaneous other Town Hall projects. The motion to accept the Finance Committee recommendations as presented was made by Trustee Westlund-Deenihan and seconded by Trustee Benoit. Discussion ensued. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

D. Resolution Authorizing submission of a CDBG Request for the Izaak Walton Property Improvements: A motion was made by Trustee Burke to approve resolution # 0211131 authorizing the submission of a CDBG request for the Izaak Walton property improvements. Trustee Benoit seconded the motion to approve resolution #0211131. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

E. Resolution Authorizing Cook County Intergovernmental Agreement regarding Township Enforcement Officers: A motion was made by Trustee Burke to approve the resolution #0211132 authorizing the Cook County Intergovernmental Agreement regarding Township Enforcement Officers. The motion to approve resolution #0211132 was seconded by Trustee Westlund-Deenihan. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

IX. Executive Session: No motion was made to go into Executive Session.

X. Workshop: Discussion of Electrical Aggregation: Trustee Westlund-Deenihan made a motion at 7:58 p.m. to go into a Workshop to discuss the electrical aggregation; it was seconded by Trustee Burke. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

Supervisor McGuire asked Clerk Dolan Baumer to call the roll, present at the Workshop for the discussion of Electrical Aggregation: Present were Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Mr. Barr introduced Terry Lally and Richard Spilky from Integrys who led the group through the basic process of electrical aggregation for a town, the basic premise being that it would be less expensive for the residents if they got together and purchased their electricity through a company like Integrys. Discussion ensued. Mr. McGuire thanked the Integrys representatives for their time during this education process.

The Board adjourned from the Workshop at 8:31 p.m. with a motion by Trustee Benoit and second by Trustee Burke. Roll call: Ayes: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire. Nays: None. Motion carried.

The Board reconvened the Special Meeting of the Town Board at 8:31 p.m. Roll call: Trustees Burke, Krick, Benoit, and Westlund-Deenihan, and Supervisor McGuire.

XI. Other Business: Mr. McGuire shared a note he received from Opal Waldman thanking the Board for

her birthday celebration. Mr. Barr reminded the Board that the next meeting will be on February 19.

XII. Adjournment: There being no further business to come before this Board, Supervisor McGuire asked for a motion to adjourn at 8:34 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



**MEMORANDUM**

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**TO:** HANOVER TOWNSHIP BOARD  
**FROM:** JAMES C. BARR, TOWNSHIP ADMINISTRATOR  
**SUBJECT:** ELECTRICAL AGGREGATION SERVICES  
**DATE:** FEBRUARY 15, 2013

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At the February 11, 2013 Township Board meeting Integrys Energy Services presented information during the workshop regarding a potential Electrical Aggregation services agreement. This would include Integrys acting as the Township consultant throughout the process and having them serve as the authorized energy supplier. The Township attorney has raised concerns with this option as outlined in the attached memorandum.

Another option is to consider the Northern Illinois Municipal Electric Collaborative (NIMEC). This organization would only serve as the consult for the Electrical Aggregation process and there would be an open bidding process for the supplier. NIMEC is not an energy supplier. The Village of Hanover Park has successfully partnered with NIMEC over the past year and they have been recommended by staff at the Illinois Power Authority.

Both companies are compensated by the successful energy supplier so that there is no cost to the Township. If the referendum should fail there is also no cost to the Township. It would be highly advantageous to engage a firm to advise the Township given their expertise at the electrical aggregation process and their ability to advise officials and staff on the referendum and governance procedures.

Based upon the concerns raised by the attorney regarding Integrys consultant/supplier model and contract language, along with NIMEC's successful partnership with Hanover Park and open bid supplier model; staff recommends the agreement with NIMEC to serve as the electrical aggregation consultant. This would enable Integrys to submit a bid as a potential supplier during the open bid process.

Attached are documents from both companies and a memorandum from Attorney Mraz. Please let me know if I can provide any additional information. Thank you for your time and consideration.

BRYAN E. MRAZ  
BEM@MRAZLAW.COM

LAURENCE J. MRAZ  
ASSOCIATE  
LJM@MRAZLAW.COM

## MEMORANDUM

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TO: James Barr, Township Administrator

FROM: Larry Mraz, Township Attorney

DATE: February 11, 2013

RE: Integrys Agreement and Electricity Aggregation

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After reviewing the proposed Agreement (the "Agreement") between the Township and Integrys Energy Services, Inc. ("Integrys" or the "Company"), it is my opinion that entering the Agreement would conflict with the requirements of the Section 1-92 of the Illinois Power Agency Act (the "Act") for the reasons explained below.

I had a number of issues with the Agreement, but rather than spending time drafting changes and negotiating the changes, the basic proposal itself appears to be in conflict with the Section 1-92 of the Act. Under the terms of the Agreement, Integrys would be the consultant and the supplier and the Township would not solicit bids or proposals from other suppliers. The Act is inconsistent re the bidding requirements. As I will explain below, reading Section 1-92 in its entirety, the intent of the Act is to solicit competitive proposals from qualified companies and enter an Agreement with the company offering the best prices. This is not just my opinion – but the opinion of the Chief Legal Counsel for the Illinois Power Agency (IPA), the Agency that effectively administers the Act. The IPA ensures that the process of power procurement is conducted in an ethical and transparent fashion.

The Act is admittedly poorly drafted and contains conflicting language. Section 1-92(c) provides as follows:

"(c) The **process for soliciting bids for electricity and other related services and awarding proposed agreements for the purchase of electricity and other related services shall** be conducted in the following order:

“(1) The corporate authorities, township board, or county board may solicit bids for electricity and other related services.

“(1.5) A township board shall request from the electric utility those residential and small commercial customers within their aggregate area either by zip code or zip codes or other means as determined by the electric utility. The electric utility shall then provide to the township board the residential and small commercial customers, including the names and addresses of residential and small commercial customers, electronically. The township board shall be responsible for authenticating the residential and small commercial customers contained in this listing and providing edits of the data to affirm, add, or delete the residential and small commercial customers located within its jurisdiction. The township board shall provide the edited list to the electric utility in an electronic format or other means selected by the electric utility and certify that the information is accurate.

“(2) Notwithstanding Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, an electric utility that provides residential and small commercial retail electric service in the aggregate area must, upon request of the corporate authorities, township board, or the county board in the aggregate area, submit to the requesting party, in an electronic format, those account numbers, names, and addresses 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; provided, however, that any township board has first provided an accurate customer list to the electric utility as provided for herein.

“Any corporate authority, township board, or county board receiving customer information from an electric utility shall be subject to the limitations on the disclosure of the information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, and an electric utility shall not be held liable for any claims arising out of the provision of information pursuant to this item (2).”

Section 1-92(a) also has conflicting language:

“(a) The corporate authorities of a municipality, township board, or county board of a county may adopt an ordinance under which it may aggregate in accordance with this Section residential and small commercial retail electrical loads located, respectively, within the municipality, the township, or the unincorporated areas of the county and, for that purpose, may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.”

The conflicting use of the words “shall” and “may” creates ambiguity regarding the bidding process. Paragraph c above uses the term “shall” when referring to the

bidding process, followed by the term “may” in sub-paragraph (1) as well as paragraph (a).

The cardinal rule of statutory construction is to ascertain and give effect to the legislature's intent. *In re Donald A.G.*, 221 Ill.2d 234, 246, 302 Ill.Dec. 735, 850 N.E.2d 172 (2006). The best indication of this intent remains the language of the statute, which must be given its plain and ordinary meaning. *Id.* A statute must be read in its entirety, keeping in mind the subject it addresses and the legislature's apparent objective in enacting it. *Board of Education, Joliet Township High School District No. 204 v. Board of Education, Lincoln Way Community High School District No. 210*, 231 Ill.2d 184, 198, 325 Ill.Dec. 217, 897 N.E.2d 756 (2008). This court, when interpreting a statute, will presume that the legislature did not intend absurdity, inconvenience, or injustice. *Heron v. E.W. Corrigan Construction Co.*, 149 Ill.2d 190, 195, 172 Ill.Dec. 200, 595 N.E.2d 561 (1992).

When reading Section 1-92 as a whole, the procedures involve passing and filing a Resolution and certifications to put the opt out public question/referendum on the ballot (based on the Act and the Election Code), hiring a consultant (optional – but for practical purposes necessary – also certain mandatory disclosures are required by the consultant explained below), developing a plan of operation with the assistance of the IPA, publishing notices and holding hearings regarding the plan, adopting the plan (using an ordinance), and soliciting bids from suppliers.

It makes little sense and is inconsistent with the Act to enter a contract with a company that is both the consultant and supplier and then to develop the plan and never obtain competitive proposals from several reputable suppliers. Integrys is certainly a reputable supplier – that's not the issue. The issue is circumventing the process of obtaining competitive prices.

I discussed this matter with the Acting Director for IPA, Arlene Juracek, who by way of disclosure I have known since working for the Illinois Commerce Commission. Although IPA has not issued a formal opinion, Ms. Juracek was very clear that she and the Chief Legal Counsel for IPA interpret the Act as requiring the Township to solicit proposals/bids from suppliers. IPA's interpretation of the use of “may” as used in the Act is simply that the Township can decide not to adopt a plan and ordinance and/or enter a contract with a supplier – even if the opt out referendum is approved (again – not a formal opinion). While courts are not bound by interpretations of agencies and this is not a formal opinion, great deference is given to agencies that administer and/or enforce a statute. I realize we are not dealing with a Court hearing an appeal of an administrative agency's decision. My point is simply that it is recognized that the IPA has expertise re the Act and what the intentions of the General Assembly are with respect to the Act. **Since this matter involves the issue of potentially violating a legal requirement to solicit bids – where the Act is not entirely clear – act with prudence and solicit bids – especially where the Chief Legal Counsel for the IPA has opined that this is required.** The IPA is aware of Integrys interpretation of the Act and rejects it. It should also be noted that the IPA is obligated under the Act to provide

assistance to townships in completing plans and with the bidding process. Another indication of the deference given under the Act to the IPA – including with respect to the specific issue of bidding.

Ironically, the Agreement itself requires the Township to represent to Integrys that the Township has performed all necessary acts – including competitive bidding. Based on IPA's interpretation of the Act (and mine as well), the Township would be violating the Act and breaching its Agreement with Integrys by not soliciting bids.

I am not familiar with all of the units of government that use Integrys, but with respect to the City of Chicago, it's my understanding that the City selected Integrys after obtaining proposals from other suppliers – rather than simply disregarding the competitive bidding procedures.

Recommended Course of Action:

Ms. Juracek recommends hiring a consultant (an RFQ can be used, but not required), use an RFQ to determine qualified suppliers (Integrys would be a qualified supplier), and ultimately obtain bids from qualified suppliers. The consultant is obligated to make disclosures regarding its relationships with and remunerations and commissions, etc. relative to suppliers. This provision alone should make it clear that the consultant and supplier should not be one and the same entity or affiliated in any way.

The above requirements regarding publications of legal notices, hearings, adopting a plan of operation and governance by ordinance (minimum requirements of the plan are specified in the Act and IPA provides additional recommendations as well as model plans) are also required.

Ms. Juracek recommended receiving bids from pre-qualified suppliers and holding the bid opening on the same day as the Board meeting. As you will recall from our energy contracts, suppliers are reluctant to lock a rate for more than 24 hours before the contract is signed. If they are required to – they will add a premium into the bid price to reflect the risk (i.e., of holding their rates locked/fixed for more than 24 hours before receiving a signed contract – the longer this period, the greater the premium).

She also recommends obtaining pricing for one (1) year (base bid), two (2) years (alternate #1) and three (3) years (alternate #3). Of course the consultant would assist the Township with this.

As mentioned at the Board meeting, the consultant's fees are customarily required to be paid by the supplier awarded the contract (which ultimately is passed on to the consumers). I realize this is complex, but that's why a consultant's services are required (and as explained above – a consultant who will not be the supplier).



**Aggregation Program Agreement  
Between**

**IntegrYS Energy Services, Inc. and the TownshipCity of \_\_\_\_\_, Hanover, Illinois**

This Aggregation Program Agreement, is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Agreement”), by and between the TownshipCity of \_\_\_\_\_, Hanover, Illinois (“Municipality”), a political subdivision of the State of Illinois, and IntegrYS Energy Services, Inc. (“IntegrYS”), a Wisconsin corporation with an office located at 20 N. Wacker Drive, Suite #2100, Chicago, IL 60606. IntegrYS and the Municipality are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

**WITNESSETH**

**WHEREAS**, pursuant to 20 ILCS 3855/1-92, the Municipality desires to aggregate the residential and small commercial retail electrical loads located within its jurisdictional boundaries and arrange for competitive retail electric supply for these retail electrical accounts (the “Aggregation”); and

**WHEREAS**, the Municipality has selected IntegrYS Energy Services, Inc. as the supplier for the Aggregation; and

**WHEREAS**, the Parties desire to establish the rights and obligations of the Parties with respect to aggregating, determining a price and supplying the Aggregation (the “Program”).

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

**ARTICLE 1: TERM**

1.1 **Term of Agreement.** This Agreement shall be effective upon execution by the Parties and shall continue in effect through the last meter read date in a Delivery Period agreed upon on a fully executed Confirmation identifying a Price and Delivery Period for the Program. The Parties can agree to extend the terms of this Agreement by agreeing to a Price(s) for a subsequent Delivery Period(s).

**ARTICLE 2: INTEGRYS’ PERFORMANCE**

2.1 **Pre-Aggregation Duties.** IntegrYS will:

- (a) provide a sample referendum to the Municipality that specifies that the electors vote Yes or No to grant the Municipality authority to arrange for the supply of electricity for those residents and small commercial retail electric customers who do not elect to opt-out of the Aggregation;
- (b) provide a sample Ordinance to the Municipality based on the results of the referendum;
- (c) provide a sample Plan of Operation and Governance and a sample notice for newspaper publication of the public hearings to be held to the Municipality; attend public hearings; review comments and concerns about draft Plan of Operation and Governance with Municipality;
- (d) provide draft to the Municipality of Informational materials, including as applicable an introductory letter, Opt-Out notice, and welcome letter;
- (e) promote referendum based on guidance provided by the Municipality using mutually-agreed upon methods;
- (f) establish a toll-free telephone number staffed with customer service representatives to address questions of residents and small business owners that are potential Aggregation participants; and

(f) assist the Municipality with its request for the generic electrical load profiles for each delivery class that will be included in the Aggregation pursuant to Commonwealth Edison's (the "Utility") tariff.

2.2 **Aggregation Duties.** Integrys will:

(a) mail Informational Materials and customer terms and conditions to the potential Aggregation participants, which participant names and addresses are to be transferred to Integrys pursuant to 3.2(a));

(b) develop and activate landing page on Integrys' website for the Aggregation;

(c) assist the Municipality with the requests for the delivery of data from the Utility and the completion and filing of any Utility-required forms;

(d) negotiate the initial Delivery Period and Price to be offered through the Program;

(e) maintain a list of potential participants who elect to opt-out of the Aggregation (if applicable) and maintain a list of Aggregation participants who have either provided consent to join the Aggregation or are automatically participants of the Aggregation as a result of inaction; and

(f) enroll the Aggregation.

### **ARTICLE 3: MUNICIPALITY'S PERFORMANCE**

3.1 **Pre Aggregation Duties.** The Municipality will:

(a) draft and submit a referendum to its residents, pursuant to Illinois law, to determine whether the Aggregation will occur only with the prior consent of each person owning, occupying, controlling, or using an electric load center proposed to be aggregated ("Opt-In Aggregation") or in the alternative whether all proposed participants will automatically become a participant in the Aggregation unless they affirmatively decline participation in the Aggregation (an "Opt-Out Aggregation");

(b) provide guidance on acceptable promotional activities (i.e. newspaper ads, billboards, mailers, locations for informational meetings, etc.) in support of referendum;

(c) adopt an Ordinance for the Opt-Out Aggregation if directed by the electors subject to the aforementioned referendum, or in the alternative adopt an Ordinance for Opt-In Aggregation;

(d) draft a Plan of Operation and Governance that complies with the requirements set forth in 20 ILCS 3855/1-92, schedule two public hearings on the Plan of Operation and Governance, publish notice of the hearings once per week, for two consecutive weeks in a newspaper of general circulation in the jurisdiction, hold at least two public hearings on the draft Plan of Operation and Governance, and adopt a final Plan of Operation and Governance;

(e) submit to Commonwealth Edison a request for the generic electrical load profiles for each delivery class that will be included in the Aggregation pursuant to the Utility's tariff and transfer such data to Integrys;

(f) provide the Municipality's logo for Informational Materials;

(g) review, timely propose revisions (if applicable) and approve the Informational Materials, including as applicable an introductory letter, Opt-Out notice, and welcome letter; and

(h) prepare Municipality employees to direct residents to Integrys' customer service telephone number or website.

3.2 **Aggregation Duties.** The Municipality will:

(a) submit to the Utility a request for the identification of the retail customers located within the boundaries of the Municipality that are in the delivery class(es) that will be included in the Aggregation and transfer such data to Integrys. (Note this data is obtained by the Municipality pursuant to the applicable Utility tariff and will be used by Integrys for mailing Informational Materials);

(b) negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties;

(c) submit the Utility (i) the Utility-required form (which shall reflect the Municipality's representation and warranty that it has adopted an ordinance), (ii) a list of retail customers that have elected to opt-out of the Aggregation (if applicable), and (iii) a list of all retail customers included in the Aggregation; and

(d) transfer to Integrys the account numbers received from the Utility as a result of the submittal noted in (c) above, which sets forth the participants in the Aggregation.

#### **ARTICLE 4: TERMS OF SERVICE, PRICE, AND ADDITIONS**

- 4.1 **Terms of Service.** The terms of service between each participant in the Aggregation and Integrys shall be set forth in the contract between them, substantially in the form attached hereto as Attachment 1. The Price for specific Delivery Periods shall be mutually agreed upon by Integrys and the Municipality in writing on a fully executed Confirmation and included in the final terms of service distributed (which final terms of service shall be referred to as the "Terms and Conditions").
- 4.2 **Establishing a Price.** To establish a Price, Integrys will submit a Price for a specific Delivery Period to [appropriate title for authorized individual] ("Municipality Designee") in the form of a confirmation, substantially similar to Attachment 2. The Price for the Delivery Period submitted to the Municipality in this form is **not** an offer. This submittal will contain market sensitive pricing, which pricing is subject to change until the document is executed by both the Municipality Designee on behalf of the Municipality, and Integrys. If the Price and Delivery Period submitted to the Municipality meets with the Municipality's approval, then the Municipality Designee shall promptly execute the document and return it via fax to Integrys. Upon receipt by Integrys, Integrys will verify that the Price for the Delivery Period is still available, and if so, will execute the document (creating a fully executed Confirmation) and return the Confirmation by fax to the Municipality for its records. Only a fully executed Confirmation shall be binding, form a part of this Agreement, and evidence an agreement between Integrys and the Municipality with respect to the Price for a specific Delivery Period for the Aggregation.
- 4.3 **Market Information.** When discussing pricing alternatives, Integrys may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Integrys shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Municipality shall make all decisions independently. Integrys has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement, the Terms and Conditions, or any Confirmation. Integrys has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Municipality in connection with this Agreement or any Confirmation
- 4.4 **Adding to the Aggregation after planned Program enrollments.** After the initial enrollment of the Aggregation (or after subsequent planned Program enrollments for a specific Delivery Period and Price agreed upon by Municipality and Integrys) Integrys may allow other potential participants to enroll with Integrys through various methods, including without limitation direct contact between an individual potential participant and Integrys via telephone or Integrys' website, and/or en masse through a special offering. For potential, eligible residential participants who enroll with Integrys other than during a planned Program enrollment that corresponds to a specific Delivery Period and Confirmation between Integrys and the Municipality, such residential participant shall pay the same rate as those who joined during a planned Program enrollment. For potential, eligible small commercial participants who enroll with Integrys other than during a planned Program enrollment that corresponds to a specific Delivery Period and Confirmation between the Municipality and Integrys, may pay a different rate than those who join during a planned Program enrollment.

- 4.5 **Service Inquiries.** Integrys shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. All emergency or other service disruption concerns should continue to be directed to the Utility.

## **ARTICLE 5: PUBLICITY AND TERMINATION**

- 5.1 **Press Releases.** The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.
- 5.2 **Program Endorsement.** The Municipality and Integrys shall cooperate in disseminating information to all potential Aggregation participants concerning the Program and the Municipality's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Integrys. Similarly, any use of the Municipality's official seal for advertising or promotional purposes is subject to review and approval by the Municipality. Upon mutual agreement of the Parties, the Parties may utilize Municipality resources for advertising, promotion and consumer communications of the Municipality's selection of Integrys as the Municipality's sole preferred supplier for the Aggregation. The Municipality warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the preceding clause shall prohibit the Municipality from making factual statements in response to inquiries about the Aggregation or the Program.
- 5.3 **Default and Termination.** This Agreement may be terminated early: (1) if either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure thirty (30) days after written Notice of such failure is provided by one Party to the other, or (2) upon the occurrence of a Regulatory Event, as provided for in Section 5.4. Upon termination for any reason this Agreement shall be of no further force and effect, except for those obligations that survive termination (including without limitation those set forth in Article 6). The obligations of Integrys and each Aggregation participant set forth in the Terms and Conditions shall survive termination.

5.4 **Regulatory Event.**

The following will constitute a "Regulatory Event":

- (a) **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- (b) **Adverse Government Action.** 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.

Upon 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 will 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 the Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement.

- 5.5 **Early Termination Fee.** If the Aggregation is served by a retail electric supplier other than Integrys within 12 months of the passing of the referendum for any reason other than (a) Integrys' Default under this Agreement

or (b) a Regulatory Event, then the Municipality shall pay liquidated damages to Integrys in the amount of (A) \$0.001 per kilowatt-hour (“kWh”), multiplied by (B) the number of kWh that will be served by the other retail electric supplier for the Aggregation (as calculated by Integrys in its commercially-reasonable discretion) for the shorter of (i) 12 months or (ii) the term of the arrangement with the other retail electric supplier. The Parties expressly acknowledge that upon the circumstances contemplated under this Section 5.5, damages would be difficult to ascertain and quantify and agree that this provision is reasonable in light of the anticipated or actual harm to Integrys and is not a penalty.

**ARTICLE 6: DISCLAIMER AND LIMITATION OF LIABILITY**

- 6.1 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTEGRYS MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.2 **Limitation of Liability.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT 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: MISCELLANEOUS**

- 7.1 **Entire Agreement.** This Agreement including all Attachments, fully executed Confirmations, and fully executed amendments, constitute the entire Agreement and understanding between the Parties with respect to the services, which are included herein. All prior written and verbal agreements and representations with respect to these services are merged into and superseded by this agreement.
- 7.2 **Amendment.** All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.
- 7.3 **Non-Assignability.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided however, with notice to the Municipality, Integrys may assign this Agreement to an affiliate, provided that Integrys Energy Services, Inc. remains liable for Integrys’ obligations hereunder.
- 7.4 **Method of Notification.** Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

<b>Notices to Integrys:</b>	<b>Notices to the Municipality:</b>
Integrys Energy Services, Inc. Attn: Contract Administration 20 N. Wacker Drive, Ste # 2100 Chicago, IL 60606	, IL Attn: , IL

Telephone:	Telephone:
Facsimile:	Facsimile:
<b>With a copy to:</b> Contract Administration Integrus Energy Services, Inc. 1716 Lawrence Drive DePere, WI 54115 Telephone: 920-617-6067 Facsimile: 920-617-6070	<b>With a copy to:</b>      Telephone: Facsimile:

- 7.5 **Waivers.** No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 7.6 **Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws.
- 7.7 **No Third Party Beneficiaries.** The Parties do not intend for this Agreement to have, nor are there, any third party beneficiaries. Nothing herein shall be construed to create a private right of enforcement in any person or entity, it being the Parties' intent for this Agreement to only be enforceable by the Parties themselves.

#### **ARTICLE 8: REPRESENTATIONS AND WARRANTIES**

- 8.1 **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;
  - (d) It has reviewed and understands this Agreement; and
  - (e) It will comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.
- 8.2 **Additional Representations.** The Municipality hereby further represents to Integrus, as of the date of this Agreement, that:

- (a) The Municipality's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Municipality is organized pursuant to its authorizing statutes and regulations;
- (b) This Agreement does not constitute any kind of investment by the Municipality that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Municipality (or any of its officials in their respective capacities as such) or its property is subject;
- (c) The Municipality has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental authority is required in connection with the execution, delivery and performance of the Agreement;
- (d) With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Municipality is obligated to comply. Municipality Designee is duly authorized to execute Confirmations on behalf of the Municipality with respect to the Aggregation;
- (e) The Municipality is not relying on any representations, other than those set forth in Section 8.1, in entering into this Agreement; and
- (f) The Municipality is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Municipality independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

<p><del>Township</del><b>Village of _____, Hanover, IL</b></p> <p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p><b>APPROVED AS TO FORM (if required):</b></p> <p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p><b>Integrus Energy Services, Inc.</b></p> <p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>
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## AUTOMATIC AGGREGATION - Electricity Purchase and Sale Terms and Conditions

The Township/City of — Hanover ("Municipality"), pursuant to the aggregation authority conferred upon it by \_\_\_\_\_, which passed by a majority of the vote on \_\_\_\_\_ and Ordinance \_\_\_\_\_ establishing the program, selected Integrity Energy Services, Inc. to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as "Buyer") for each account referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the "Account"), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of (the "Effective Date"):

**1. Enrollment:**

a. **Opt-Out:** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE POSTCARD POSTMARKED NO LATER THAN [date] OR BY CALLING [PHONE] BY [date].**

b. **Eligibility:** To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality's jurisdictional boundaries, (ii) must be served by Commonwealth Edison (the "Utility") on a residential or small commercial rate class (0-100kW or Watt Hour) provided such small commercial account consumes less than 15,000 kWh annually, and (iii) may not be under contract with another competitive supplier, on the Utility's real-time pricing, on bundled hold with the utility, or franchised service with a municipal account.

c. **Term:** This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) successful enrollment by the Utility identified and (b) if applicable, the passage of the Rescission Period (defined in Section 2) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of Buyer's Utility accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and to participate in the Utility's purchase of receivables program (including service class and past payment history), (ii) Seller's determination, in its sole discretion, of price availability, and (iii) the accuracy and completeness of any information submitted by Buyer. Service will commence on meter read dates in **[date]** and shall remain in effect for \_\_\_\_\_ billing cycles/continue through the [month/year meter read] ("Initial Term"), unless terminated pursuant to the terms of this Agreement.

**2. Rescission Period:** Buyer may cancel its enrollment without penalty within 5 days of the effective date of the switch to Seller's service ("Rescission Period").

**3. Price:**

a. **Fixed Rate:** For the Initial Term, Buyer shall pay the Fixed Rate multiplied by the billing cycle usage for Account(s) identified in the letter accompanying this Agreement. For the Initial Term, the Fixed Rate is \_\_\_\_\_ **¢ per kWh**. Both Parties recognize that Seller's charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator, the Federal Energy Regulatory Commission, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (i) any increase in such tariff charges or (ii) other increase in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable.

b. **Switching Fees:** While Seller does not charge Buyer a separate fee to switch to Seller's service, if Buyer is currently receiving electricity pursuant to an agreement with an alternative retail electric supplier, that supplier may charge Buyer for switching electricity providers. If the Utility charges a fee for enrolling the Account to Seller's service, Seller will reimburse Buyer for any such fees.

**4. Renewal:** Between 30 and 60 days prior to the end of the Initial Term or a Renewal Term (whichever is in effect, hereinafter the "Current Term"), Seller may send Buyer an offer for a Renewal Term. This offer will include, without limitation, the new Price, any applicable early termination fees, and the Renewal Term ("Offer"). In the event Seller does not receive Buyer's rejection of the Offer within \_\_\_\_\_ days, the Offer will be deemed accepted by Buyer without the need for further signature or other affirmative action by Buyer. If Buyer rejects the Offer in the manner directed in the Offer, Buyer's Accounts will be returned to Utility service at the end of the Current Term. If Seller does not submit an Offer to Buyer and instead indicates that the Agreement will be extended on a month to month basis at prevailing market rates, then the Agreement will be extended as set forth in the notice or terminated as directed by Buyer.

**5. Billing and Payment:** Buyer will be invoiced for Seller's charges and the Utility's delivery charges by the Utility on the invoice(s) Buyer receives from the Utility, and such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller's charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Seller may cause the Utility to correct previous invoices in the event of invoicing errors.

**6. Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect

and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**7. Termination; Remedies:** If either Party defaults on its obligations under this Agreement (which may include Buyer's switching to another electric supplier or the Utility or Buyer's failure to pay the Utility), the other Party may terminate this Agreement, as applicable. Seller reserves the right to charge Buyer early termination fees for Buyer's termination after the Rescission Period of Section 2 that has not resulted from Seller's default. Seller may invoice Buyer directly for any early termination fees and payment of any early termination fees shall be due within 10 days of the invoice date. Buyer agrees damages would be difficult to quantify upon a default and agree that this is not a penalty. The early termination fees shall be \$50 per Account for residential accounts and, for commercial Accounts, the early termination fees per Account shall be calculated as (a) the average monthly usage in kilowatt-hours (kWh) applicable each Account per the Utility, multiplied by (b) the number of billing cycles remaining in the Term, multiplied by (c) \$0.005 per kWh. Seller will waive such early termination fee if Buyer moves (either within or outside of the Municipality's boundaries), and provides notice to Seller that Buyer is moving prior to terminating.

**8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.**

**9. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or independent system operator.

**10. Questions, Complaints and Concerns:** Buyer may contact Seller by calling [phone], at Seller's website at [www.integrysenergy.com](http://www.integrysenergy.com), or by writing to **20 N. Wacker Drive, Ste #2100, Chicago, IL 60606, Attn: Customer Service**. For issues concerning this Agreement, Seller will attempt to resolve the matter within five (5) business days after receiving the call or letter. If Buyer is not satisfied with the response, or to obtain consumer education materials, Buyer can contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers or visit the Illinois Commerce Commission's website at [www.icc.illinois.gov](http://www.icc.illinois.gov). Buyer may also contact the Illinois Attorney General's Office at 1-800-386-5438 (Northern Illinois), 1-800-243-0618 (Central Illinois), or 1-800-243-0607 (Southern Illinois).

**11. Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the delivery point, which shall be the Utility. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement (including without limitation the Account identification) shall be considered a Letter of Agency and constitutes the entire agreement between the Parties, superseding all verbal and written understandings. There are no third party beneficiaries to this Agreement and none are intended. This Agreement shall only be amended in writing signed by both Parties or with Notice from Seller to Buyer as described under Section 4 above. Buyer should contact the Utility in the event of an electric emergency at 1-800-Edison-1 (residential) or 1-877-4-ComEd-1 (commercial). Future correspondence may be sent by Seller to Buyer via first class mail and/or electronic mail.

<b>CONFIRMATION</b>	
<p>This Confirmation, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between Integrys Energy Services, Inc. and _____ (the "Municipality"), and forms a part thereof.</p>	
<p><b>Integrys and the Municipality agree that the Aggregation participants shall receive the Fixed Rate set forth below for the Delivery Period set forth below:</b></p>	
<p><b>Delivery Period:</b></p>	
<p><b>Fixed Rate: \$ _____ per kWh</b></p>	
<p>The Fixed Rate does not include utility distribution charges or applicable taxes. Both Parties recognize that Seller's charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator, the Federal Energy Regulatory Commission, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (i) any increase in such tariff charges or (ii) other increase in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable.</p>	
<p><b>ACKNOWLEDGED AND AGREED:</b></p>	
<p><del>Township</del><del>Village</del> of _____, <del>IL</del> <u>Hanover, IL</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Integrys Energy Services, Inc.</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

**This is not an offer. This Confirmation requires a signature from each Party to be effective.**

SAMPLE

# Electric Aggregation Program Schedule

- Township to execute, return agreement to NIMEC
- Implement education program, mailers
- Review Plan of Governance
- Advertise for Public Hearings
- Hold two Public Hearings
- April 9, 2013: consolidated election
- If passes, board ratifies second ordinance to establish program, approve Plan of Governance and delegate signing authority
- Load Data requested from Commonwealth Edison
- RFP to eligible suppliers
- Bid results received, Township to execute supplier agreement within 24 hours of receipt of bid pricing
- Opt out notices mailed to all eligible accounts – 14 day period
- ComEd sends rescission letter to accounts not opted out
- Data transfer commences between supplier and ComEd
- Conversion begins on meter read date 45-60 days following end of opt out period



[letterhead here]

March 18, 2013

Dear Hanover Township Resident,

Residents and small businesses in Hanover Township have a unique opportunity to lower their individual electricity supply costs while continuing to receive delivery from ComEd.

The State of Illinois enacted legislation to allow communities to aggregate or “pool together” their electric load to seek bids – ***the goal being to secure lower electric supply rates for residents and small businesses.*** For the Township to pursue this opportunity, voters must approve a referendum on the April ballot.

Residents in neighboring communities have passed similar referenda and are enjoying annualized savings of \$150 to \$300 per average single family home.

ComEd supports competition: “ComEd has long believed customer choice for electric supply was the right policy to spur innovation, competition and the lowest prices for power.” ComEd would still *deliver* electricity and maintain power lines while residents save money on electric *supply*. ComEd would continue to send one monthly bill and residents would still call ComEd in the event of an outage.

The referendum question on the April 9, 2013 ballot reads:

Shall the Township of Hanover have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?	YES NO
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No one is required to participate in the program. All residents not already switched to an alternate supplier would receive a letter with an opportunity to “opt out” of the plan.

For more information call 800-727-3820, visit the Illinois Commerce Commission’s FAQs at [pluginillinois.org/MunicipalAggregation.aspx](http://pluginillinois.org/MunicipalAggregation.aspx) or visit [www.Hanover-Township.org](http://www.Hanover-Township.org).

Sincerely,

*Supervisor's Signature*

[Township Supervisor Name Here]

This informational letter was **not** paid for by taxpayer dollars

This agreement dated \_\_\_\_\_, 2013 is between Hanover Township, Illinois (“Township”) and the Northern Illinois Municipal Electric Collaborative, Inc. (NIMEC).

The Township agrees to use NIMEC exclusively as its consultant and broker, should the Township pass a referendum in April 2013 authorizing the Township to aggregate its residents’ and small commercial electric loads to procure lower electric rates.

NIMEC agrees to assist the Township with material to be used to educate its residents, provide template documents, assist with public hearings, bid out the residential load along with other NIMEC members, and assist in the transition from ComEd to the new electric supplier.

NIMEC will do this at no charge to the Township. NIMEC is compensated by the winning electric supplier. In the event that the referendum does not pass, there will be no charge to the Township.

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Hanover Township, Illinois

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Northern Illinois Municipal Electric Collaborative, Inc.  
417 Cherry Creek Lane, Suite 250  
Prospect Heights, Illinois 60070

**AGREEMENT FOR CONSULTING SERVICES**  
**REGARDING THE AGGREGATION OF ELECTRICITY PROGRAM**

THIS AGREEMENT entered into as \_\_\_\_\_, 2013 by and between Northern Illinois Municipal Electric Collaborative, 417 Cherry Creek Lane, Suite 250, Prospect Heights, Illinois 60070 (“NIMEC”) and Hanover Township (“Township”).

**WHEREAS**, on \_\_\_\_\_, 20\_\_, the Township Board of Trustees passed Ordinance No. \_\_\_\_\_ providing for the Submission to the Electors of the Township of Hanover, \_\_\_\_\_ County, Illinois the Question Whether the Township Should Have the Authority under Public Act 096-0176 to Arrange for the Supply of Electricity for Its Residential and Small Commercial Retail Customers Who Have Not Opted Out of Such Program; and

**WHEREAS**, at the Consolidated Election to be held on Tuesday, April 9, 2013, the following proposition will be submitted to the voters of Hanover Township, \_\_\_\_\_ County, Illinois.

Public question regarding program for Aggregation of Electricity.

Shall the Township of Hanover have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?

**WHEREAS**, the Township Board of Trustees has determined that it would be in the best interests of the Township to obtain a consultant to assist the Township in implementing the program; and

**WHEREAS**, NIMEC is experienced in providing consulting services to municipalities in arranging for the supply of electricity.

NOW, THEREFORE, the parties hereto agree as follows:

1. ASSISTANCE IN COMMUNICATING WITH THE PUBLIC PRIOR TO THE ELECTION.

(a) The Parties acknowledge that advocacy is not permitted by a township prior to an election with respect to a proposition on the ballot.

(b) NIMEC shall provide assistance to the Township in communicating with the public prior to the election in accordance with all legal requirements and through appropriate means.

2. ASSISTANCE IN ARRANGING FOR THE SUPPLY OF ELECTRICITY.

(a) In the event that said proposition is approved by the voters, the Township agrees to use NIMEC as its exclusive consultant in arranging for the supply of electricity for the duration of the initial contract of the aggregation program under the terms and conditions set forth herein.

(b) NIMEC shall provide the Township with a list of potential suppliers and assist the Township in preparing a Request for Proposals from qualified suppliers capable of providing electricity to meet the needs of residential and small commercial retail customers within the Township who do not opt out of the program.

(c) Upon the Township receiving responses to its Request for Proposals, NIMEC shall assist the Township in reviewing and evaluating the price and other terms and conditions in each proposal and the qualifications, including capacity and reliability, of each of the suppliers with the aim of obtaining the best price and most favorable terms and conditions for electricity supplied to residential and small commercial retail customers within the Township who do not opt out of the program.

(d) NIMEC shall investigate and advise the Township as to the potential for aggregating electricity supply with other municipalities and counties to leverage purchasing power, if there is an advantage to doing so.

(e) Upon the Township selecting an electricity supplier, NIMEC shall assist the Township in negotiating the proposed contract.

(f) In the event that the Township has not accepted a proposal from any of said suppliers and entered into a contract with such supplier within one hundred and twenty (120) days after said proposition is approved by the voters and all other legal prerequisites are met, such as ComEd publishing its rates, the Township may at any time thereafter terminate this Agreement by giving NIMEC a 5-day written notice thereof without any financial or other obligation to NIMEC and seek a supplier from other sources.

3. ASSISTANCE IN PROVIDING INFORMATION TO RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS.

(a) NIMEC may assist the Township in providing information to residential and small commercial retail customers within the Township regarding the program through newsletters, direct mail, water bill inserts, interviews on the local cable television channel, group presentations, a website, etc.

(b) Also, NIMEC shall also provide the following services as requested by the Township.

(1) Train Township Staff to receive calls from residential and small commercial retail customers and assist in responding thereto.

(2) Preparation and/or review of an Opt Out letter in conjunction with Supplier and securing a high level of readership thereof.

- (3) Work with the Supplier and ComEd to identify and make contact with “missing” customers who did not receive the Opt Out letter.
- (4) Manage data flow from Supplier to ComEd and vice versa to ensure that data is in required format.
- (5) Sort the ComEd data to ensure that customer classes are not included or excluded unless appropriate to do so.
- (6) Provide template document for Plan of Operation and Governance and assist in making any revisions thereto.
- (7) Lead public meetings as needed (no less than two).
- (8) Monitor the Program for the duration of the initial contract.
- (9) Perform such other duties and responsibilities as may be reasonably requested by Township Administrator and/or Assistant Township Administrator.

4. CONFIDENTIALITY. The Parties acknowledge that certain customer information obtained from ComEd and/or the Supplier must be held in confidence in accordance with legal requirements and each of the Parties agree to fully comply with all of its legal obligations regarding confidential customer information.

5. CONFORMITY WITH LEGAL REQUIREMENTS. Each of the Parties agree to fully comply with all rules, regulations, directives and policies regarding the Aggregation of Electricity Program when and if adopted and/or issued by the Illinois Commerce Commission, the Illinois Attorney General’s Office and/or any other governmental agency or authority. Also, the Parties agree to amend or otherwise modify this Agreement to conform to such rules, regulations, directives or policies to the extent that it may be necessary to do so.

6. NIMEC'S COMPENSATION. For all of the services provided hereunder, NIMEC's only compensation shall be its receipt of a fee from the supplier with whom the Township enters into a contract at the rate of \$0.0008 /kWh only for the term of the first contract.

7. CONTINGENCY. This agreement is contingent upon said proposition being approved by the voters at the April 9, 2013 Consolidated Election and all other legal prerequisites being met, and shall automatically terminate if said proposition fails to be approved by the voters or all other legal prerequisites are not met.

8. TERM. If said proposition is approved by the voters, the term of this Agreement shall extend for a period ending June 1, 2015.

9. TERMINATION. Either Party may terminate this Agreement upon giving the other Party a 10-day written notice thereof if the other Party is in breach of any term, condition or provision of this Agreement, provided that the Party in breach shall be allowed to cure said breach within said 10-day period.

10. NOTICES. All requests, notices, demands, authorizations, directions, consents, waivers or other documents required by this Agreement shall be in writing and shall be delivered in person to, or shall be mailed by certified or registered mail, postage prepaid, addressed as follows:

If to NIMEC: David Hoover  
Northern Illinois Municipal Electric Collaborative  
417 Cherry Lane  
Suite 250  
Prospect Heights, Illinois 60070

If to Township: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. APPLICABLE LAWS. This Agreement shall be governed by the laws of the State of Illinois. In any legal action relating to this Agreement, venue shall lie in the Circuit Court of \_\_\_\_\_ County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the aforesaid date at \_\_\_\_\_, \_\_\_\_\_ County, Illinois.

HANOVER TOWNSHIP

NORTHERN ILLINOIS MUNICIPAL  
ELECTRIC COLLABORATIVE

By: \_\_\_\_\_  
As Its Supervisor

By: \_\_\_\_\_  
As Its \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Township Clerk

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

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

# NIMEC: NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE

## About NIMEC:

- Utility consultants 20 years, 140 municipal clients
- Formed in 2007: water pumping, street lighting, municipal aggregation
- 95 municipal aggregation programs completed for 1.7 million IL residents
- These include: Hanover Park, Hoffman Estates, West Dundee, Carol Stream, South Barrington, Glendale Heights, Glen Ellyn

## Community Electric Aggregation Experience:

- 2011: 10 of first 19 municipal programs in the State of Illinois
- 2012: 85 municipal programs completed

## Voter Education Results:

Referendum passage rate in 2012

NIMEC: 97%

Other communities: 76%

## Methodology:

- Competitive pricing from multiple ICC-qualified power suppliers
- Rate guarantee
- Speed to market: bid in April, power flow in summer

## Pricing Results through October 2012:

NIMEC: 4.47 ¢      Other Consultants: 4.64 ¢      Single Supplier: 4.78 ¢

Annualized difference:	\$18/household	\$33/household
	\$200,000/village	\$400,000/village

## NIMEC Working Model:

- Educate Voters
- Lead Public Hearings
- Provide Document Templates
- Order ComEd Data
- Prepare RFP
- Power Supply Agreement
- Present Bids
- Oversee Implementation
- Service residents through full term

**NIMEC**

NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE