

EAST DUNDEE

PRESIDENT AND BOARD OF TRUSTEES

Regular Meeting

Monday, March 6, 2023

6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room
115 E. 3rd Street, East Dundee, IL 60118

1. Call to Order
2. Roll Call – Trustee Brittin
3. Pledge of Allegiance
4. Public Comment
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Regular Village Board Meeting Minutes Dated February 6, 2023](#)
 - b. [Motion to Accept the Warrants List in the Amount of \\$149,371.16](#)
 - c. [Motion to Approve a Resolution in Support of Tax Increment Financing](#)
6. Other Agenda Items
 - a. [Motion to Approve an Ordinance a Special Use Permit for Crushing and Recycling of Concrete and Asphalt and the Resale of the Material for a Portion of the Property Located at 590 Healy Road, East Dundee, Il, 60118 \(Portion of PIN 01-30-300-009-0000\) Located in the M-1 Manufacturing District](#)
 - b. [Motion to Approve an Ordinance Amending Chapter 116 of the Village of East Dundee Village Code to Amend the Class F Liquor License to Allow for a Current Liquor Licensee to Exceed its Classification of Liquor License for One Day, and for the Retail Sale of Spirits in its Original Package at a Special Event](#)
 - c. [2022 Police Department Activity Presentation](#)
 - d. [Discussion of a Proposal from Hendrickson Flying Service, Inc. for Aerial Treatments Associated with the Eradication of Spongy Moth Caterpillars and Provide Staff with Direction Regarding Whether to Proceed with Coordinating Aerial Treatments in the Spring of 2023](#)
 - e. [Motion to Approve an Ordinance Authorizing Abatement of the Tax Levy for General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF](#)

- [Revenue Bonds \(Route 25 TIF\) And General Obligation 2015 and General Obligation 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois](#)
- f. [Motion to Approve a Resolution Authorizing the Execution of a Contract Between Direct Energy and the Village of East Dundee as a Supplier of Energy](#)

7. Village President and Board Reports

8. Staff Reports

9. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.

10. Adjournment

CALL TO ORDER

President Lynam calls to order the Village of East Dundee Regular Village Board Meeting at 6:00 p.m.

ROLL CALL:

Trustees Kunze, Brittin, Sauder, Treiber and President Lynam. Trustees Mahony and Saviano were absent.

Also in attendance: Village Administrator Erika Storlie, Deputy Chief of Police Josh Fourdyce, Village Engineer Joe Heinz, Attorney Kelly Gandurski and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: Recited

PUBLIC COMMENT: None

CONSENT AGENDA:

- a. **Motion to Approve the Regular Village Board Meeting Minutes Dated December 19, 2022**
- b. **Motion to Accept the Warrants List in the Amounts of \$364,340.42**
- c. **Motion to Approve a Resolution Authorizing the Village Administrator to Enter into an Agreement with EPS Environmental Services, of Chicago, Illinois, to Perform Environmental Testing for the Village of East Dundee in the Amount of \$33,585**

Motion to approve the consent agenda by Kunze/Treiber.

Roll: Ayes – 4 – Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 2 – Mahony and Saviano. Motion carries.

OTHER AGENDA ITEMS:

- a. **Discussion and Direction for a Special Event and Depot Rental Application and the Approval of a Class F Special Event Liquor License for Aliano's Ristorante**

Laura Ehrhard, representative for Aliano's, addressed the Village Board with a request for permission to close River Street, between Barrington Ave. and Railroad St. and to host live music until 11 p.m. or midnight. She mentioned that they are looking into different companies for security personnel. Trustee Brittin voiced that she would like the live music to end at a time consistent with other past nighttime events. Ehrhard advised that they would like to sell retail bottles of limoncello for consumption off the premises. Administrator Storlie advised that the class F liquor license does not currently have a provision for packaged retail sale of alcoholic beverages. She said if the Board is agreeable, an amendment can be made for a one-day special event, which would be brought back before the Village Board for approval. The Board was in consensus to approve the applicant's request allowing for the retail sale of the packaged limoncello. There was also consensus for the request to close River Street and to allow live music until 11 p.m.

- b. **Motion to Approve an Amendment to Ordinance, Title III: Administration, Chapter 36: Administrative Adjudication, Section 36.15: Authorization to Impound, Boot or Tow Motor Vehicle**

Motion to Approve an Amendment to Ordinance, Title III: Administration, Chapter 36: Administrative Adjudication, Section 36.15: Authorization to Impound, Boot or Tow Motor Vehicle by Treiber/Brittin.

Discussion:

Administrator Storlie explained that Chief Kruger discovered that there was a gap in the village's code in comparison to other communities as it relates to recouping costs for certain criminal activities. Deputy Chief Fourdyce added that misdemeanor offenses are being added in addition to felony offenses.

Roll: Ayes – 4 – Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 2 – Mahony and Saviano. Motion carries.

c. Motion to Approve a Resolution Authorizing a Snow Event Parking Restriction Pilot Program

Motion to Approve a Resolution Authorizing a Snow Event Parking Restriction Pilot Program by Brittin/Sauder.

Discussion:

Administrator Storlie stated that there are streets in the village with limited width and when there is snow build up, vehicles encroach into the street making it difficult for emergency vehicles and others to pass through. This pilot program is being proposed to allow on-street parking on one side of designated streets during snow events of up to two inches of snow for the balance of the current snow season (December 1 through March 31) and for the 2023-2024 snow season. This would be effective beginning tomorrow with only advisory citations being issued. She advised that the program will be advertised this summer and that signage will be placed at the affected streets. Trustees Brittin and Kunze stated that they were not comfortable issuing advisory citations until there is signage. Administrator Storlie stated that there will be no enforcement until there is signage. Trustee Sauder requested for two streets be added to the street list, Railroad and Hill streets between Van Buren and 4th street.

Motion to Amend the Original Motion to Include Railroad and Hill Streets by Brittin/Sauder.

Roll: Ayes – 4 – Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 2 – Mahony and Saviano. Motion carries.

Approval of the Ordinance as Amended.

Roll: Ayes – 4 – Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 2 – Mahony and Saviano. Motion carries.

d. Motion to Approve an Ordinance Amending Title VII (Traffic Code), Chapter 70 (General Provisions), Section 70.04 (Amendments) of the Village of East Dundee Municipal Code Regarding Parking During Snow Events

Motion to Approve an Ordinance Amending Title VII (Traffic Code), Chapter 70 (General Provisions), Section 70.04 (Amendments) of the Village of East Dundee Municipal Code Regarding Parking During Snow Events

Discussion:

Trustee Sauder asked if there would be signage put in place to make the change clear. Administrator Storlie advised that signage will be placed throughout the village and the new signs will need to be budgeted for.

Roll: Ayes – 4 – Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 2 – Mahony and Saviano. Motion carries.

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Reported that he and Administrator Storlie met with Representative Krishnamoorthi today looking for direction on how to acquire grant funding. He stated they also met with Representative Moeller for much of the same.

Brittin: Congratulated Black and Gray Brewing Co. on their four year anniversary.

Kunze: None

Mahony: None

Sauder: None

Saviano: None

Treiber: None

REPORTS: STAFF

Village Administrator: None

Village Attorney: None

Police Chief: None

Public Works Director: None

Building Inspector: None

Finance Director: None

Village Engineer: None

Management Analyst: None

EXECUTIVE SESSION: None

Motion to adjourn the Regular Village Board meeting to Executive Session at 6:33 p.m. for (c)(1) Personnel, (c)(5) Acquisition of Property and (c)(6) Sale of Property by Kunze/Brittin.

Roll: Ayes – 4 – Kunze, Brittin, Treiber and Sauder. Nays – 0. Absent – 2 – Mahony and Saviano. Motion carries. Meeting adjourns.

The Village Board will not be taking any action in Executive Session and will therefore, not be returning to the Regular Board Meeting.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
AFLAC					
926617	AFLAC	02/26/2023	823.00		27-01-2215
Total AFLAC:			823.00		
AMERICAN LEGAL PUBLISHING CORPORATION					
23574	CODE UP-DATE	03/23/2023	120.00		01-12-5260
Total AMERICAN LEGAL PUBLISHING CORPORATION:			120.00		
ANA LOPEZ - C/O PETTY CASH - PD					
030623	KCCPA LUNCHEON CHIEF KRU	03/06/2023	80.00		01-21-5420
030623	COFFEE	03/06/2023	22.12		01-21-5580
Total ANA LOPEZ - C/O PETTY CASH - PD:			102.12		
AT&T					
021323	ATT W/S	02/13/2023	272.08		60-33-5320
Total AT&T:			272.08		
BEVERLY MATERIALS INC.					
288235	STONE - KING WATER MAIN BR	02/28/2023	137.03		60-33-5140
Total BEVERLY MATERIALS INC.:			137.03		
BLUE CROSS BLUE SHIELD					
030123	BCBS ADMIN	03/01/2023	4,842.44		01-12-5060
030123	BCBS FIN	03/01/2023	1,297.85		01-14-5060
030123	BCBS PD	03/01/2023	26,780.45		01-21-5060
030123	BCBS BLDG	03/01/2023	1,760.21		01-25-5060
030123	BCBS PW	03/01/2023	5,735.38		01-31-5060
030123	BCBS EMP CONTRIB	03/01/2023	4,615.26		27-01-2207
030123	BCBS RETIREES	03/01/2023	5,789.62		27-01-2210
030123	BCBS WTR/SWR	03/01/2023	7,919.38		60-33-5060
Total BLUE CROSS BLUE SHIELD:			58,740.59		
CENTURY SPRINGS					
2036836 20442	EDPD WATER	02/28/2023	119.16		01-21-5630
2006817	DEPOT WATER	02/28/2023	22.58		01-37-5330
Total CENTURY SPRINGS:			141.74		
CINTAS FIRST AID & SAFETY					
4148100682	FLOOR MATS - VH	03/01/2023	28.02		01-12-5110
4148100655	MATS PD	03/01/2023	45.68		01-21-5121
Total CINTAS FIRST AID & SAFETY:			73.70		
COM ED					
021323	COM ED VH	02/13/2023	113.62		01-31-5510
021323	COM ED STREETS	02/13/2023	158.56		28-01-5510
Total COM ED:			272.18		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
COMED					
022423	COM ED STREETS	02/24/2023	264.35		28-01-5510
Total COMED:			264.35		
COVERALL NORTH AMERICA DBA					
1010710795	CLEANING VH	03/01/2023	329.00		01-12-5110
1010710795	CLEANING POLICE	03/01/2023	595.00		01-21-5121
1010710795	CLEANING PW 446 ELGIN AVE	03/01/2023	95.00		01-31-5110
1010710795	CLEANING DEPOT	03/01/2023	95.00		01-31-5196
1010710795	CLEANING PW PRAIRIE LAKE	03/01/2023	236.00		60-33-5110
1010710795	CLEANING PW 401 ELGIN AVE	03/01/2023	236.00		60-33-5111
Total COVERALL NORTH AMERICA DBA:			1,586.00		
CURRENT TECHNOLOGIES					
731069	PD CAMERA SERVICE	02/15/2023	660.00		01-21-5286
Total CURRENT TECHNOLOGIES:			660.00		
DOWN TO EARTH LANDSCAPING					
82122	DISPOSAL TREE DEBRIS	02/28/2023	120.00		01-31-5570
97744	TREE DEBRIS - ICE STORM	02/24/2023	120.00		01-31-5570
82121	VB WATER MAIN BREAK	02/28/2023	243.00		60-33-5140
Total DOWN TO EARTH LANDSCAPING:			483.00		
DUNDEE NAPA AUTO PARTS					
438644	JUMPER CABLES	02/23/2023	37.35		01-31-5640
438644	WW GENERATOR BATTERY	02/23/2023	173.46		60-33-5141
Total DUNDEE NAPA AUTO PARTS:			210.81		
DW-SERVANT FUND (EAST DUNDEE) LLC					
022723	BDD REV DUNDEE GATEWAY	02/27/2023	4,166.67		33-01-5876
Total DW-SERVANT FUND (EAST DUNDEE) LLC:			4,166.67		
ED'S, RENTAL & SALES INC					
381657-3	LIFT RENTAL	02/24/2023	270.00		01-31-5530
381732-3	LIFT RENTAL	02/24/2023	975.00		01-31-5530
Total ED'S, RENTAL & SALES INC:			1,245.00		
ELROD FRIEDMAN LLP					
013123	PROF LEGAL SERV	01/31/2023	7,696.50		01-12-5230
013123	PD PROF LEG SERV	01/31/2023	206.50		01-21-5230
013123	DOWNTOWN TIF	01/31/2023	800.00		39-01-5230
013123	PW W/S LEGAL	01/31/2023	265.50		60-33-5230
013123	590 HEALY RD	01/31/2023	88.50		85-01-2395
Total ELROD FRIEDMAN LLP:			9,057.00		
EMERGENCY TELEPHONE SYS BOARD OF DUPAGE					
022123	RUGGEDIZED RADIOS	02/21/2023	2,000.00		01-21-5630

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total EMERGENCY TELEPHONE SYS BOARD OF DUPAGE:			2,000.00		
FOX RIVER STUDY GROUP					
012423	FOX RIVER STUDY GROUP	01/24/2023	787.00		60-33-5410
Total FOX RIVER STUDY GROUP:			787.00		
H&H ELECTRIC CO.					
40885	STREET LIGHT REPAIR	02/22/2023	3,887.30		01-31-5150
Total H&H ELECTRIC CO.:			3,887.30		
HAWKINS, INC.					
6406058	WW CHEMICALS	02/15/2023	4,825.25		60-33-5651
Total HAWKINS, INC.:			4,825.25		
HELPING HAND IT					
23-42342	IT SERVICES	02/16/2023	385.00		01-12-5286
23-42364	IT SERVICES	02/24/2023	119.99		01-12-5286
23-42513	IT SERVICES	03/01/2023	2,457.93		01-12-5286
Total HELPING HAND IT:			2,962.92		
HUB INTERNATIONAL MIDWEST LTD					
3058253	NOTARY BOND BI	02/07/2023	20.00		01-21-5630
3058349	NOTARY BOND AK	02/07/2023	20.00		01-21-5630
Total HUB INTERNATIONAL MIDWEST LTD:			40.00		
ILLINOIS DEPT. OF TRANSPORTATION					
63001	TRAFFIC SIGNAL MAINTENANC	02/21/2023	1,715.26		01-31-5150
63181	TRAFFIC SIGNAL MAINTENAN	02/17/2023	1,543.74		01-31-5150
Total ILLINOIS DEPT. OF TRANSPORTATION:			3,259.00		
ILLINOIS PUBLIC RISK FUND					
79371	W/C ADMIN	02/13/2023	779.21		01-12-5520
84403	AUDIT W/C ADMIN	02/27/2023	1,584.64		01-12-5520
79371	W/C FIN	02/13/2023	584.41		01-14-5520
84403	AUDIT W/C FIN	02/27/2023	1,188.48		01-14-5520
79371	W/C PD	02/13/2023	3,183.71		01-21-5520
84403	AUDIT W/C PD	02/27/2023	6,474.53		01-21-5520
79371	W/C BLDG	02/13/2023	389.61		01-25-5520
84403	AUDIT W/C BLDG	02/27/2023	792.32		01-25-5520
79371	W/C W/S	02/13/2023	592.13		01-31-5520
84403	AUDIT W/C W/S	02/27/2023	1,146.85		01-31-5520
79371	W/C PW	02/13/2023	562.93		60-33-5520
84403	AUDIT W/C PW	02/27/2023	1,204.18		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			18,483.00		
Joseph Rybialek					
021623	MILEAGE & MEALS TRAININ	02/16/2023	75.11		01-21-5420

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total Joseph Rybialek:			75.11		
KLEIN, THORPE AND JENKINS, LTD					
022423	PROFESSIOINAL SERVICES	02/24/2023	160.00		01-12-5230
022423	POLICE LEGAL SERV	02/24/2023	1,395.00		01-21-5230
022423	TIF #3 DOWNTOWN	02/24/2023	67.50		39-01-5230
022423	590 HEALY RD	02/24/2023	427.50		85-01-2395
Total KLEIN, THORPE AND JENKINS, LTD:			2,050.00		
M & A PRECISION TRUCK REPAIR					
21492	SAFETY LANE	02/16/2023	72.00		01-31-5120
21492	SAFETY LANE.	02/16/2023	72.00		60-33-5120
Total M & A PRECISION TRUCK REPAIR:			144.00		
MARK LADENDORF JR					
1088	PAINT RAS/WAS BUILDING	01/13/2023	7,000.00		60-33-5111
Total MARK LADENDORF JR:			7,000.00		
NICOR GAS					
022323	PD GAS	02/23/2023	746.58		01-31-5510
022323	WATER NICOR	02/23/2023	160.02		60-33-5510
Total NICOR GAS:			906.60		
NORTHSTOCK, INC					
31621	EXPLOSION PROOF HEATER -	02/27/2023	6,930.90		60-33-5111
Total NORTHSTOCK, INC:			6,930.90		
PADDOCK PUBLICATIONS, INC					
243402	525 MAIN	02/26/2023	85.10		01-12-5330
Total PADDOCK PUBLICATIONS, INC:			85.10		
PALUMBO MANAGEMENT LLC					
14977	ISP OF MATERIAL KING WATER	02/23/2023	165.00		60-33-5140
Total PALUMBO MANAGEMENT LLC:			165.00		
PRINCIPAL LIFE INSURANCE CO					
021623	ADMIN VIS DENT LIFE	02/16/2023	302.53		01-12-5060
021623	FIN VIS DENT LIFE	02/16/2023	118.67		01-14-5060
021623	PD VIS DENT LIFE	02/16/2023	1,989.32		01-21-5060
021623	BLDG VIS DENT LIFE	02/16/2023	129.83		01-25-5060
021623	PW VIS DENT LIFE	02/16/2023	449.99		01-31-5060
021623	EMP CONT VIS DENT LIFE	02/16/2023	757.74		27-01-2208
021623	W/S VIS DENT LIFE	02/16/2023	609.99		60-33-5060
Total PRINCIPAL LIFE INSURANCE CO:			4,358.07		
QUADIENT FINANCE USA, INC					
022123	ADMIN POSTAGE	02/21/2023	56.00		01-12-5680
022123	FINANCE POSTAGE	02/21/2023	79.20		01-14-5680

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
022123	POLICE POSTAGE	02/21/2023	57.42		01-21-5680
022123	BLDG POSTAGE	02/21/2023	128.00		01-25-5680
022123	W/S POSTAGE INK	02/21/2023	113.70		01-31-5610
022123	W/S POSTAGE INK	02/21/2023	3.98		01-31-5610
Total QUADIENT FINANCE USA, INC:			438.30		
SITEONE LANDSCAPE SUPPLY, LLC					
126696827-00	TOPSOIL	02/06/2023	117.51		01-31-5150
Total SITEONE LANDSCAPE SUPPLY, LLC:			117.51		
STAPLES ADVANTAGE					
8069249422	OFFICE SUPPLIES	02/11/2023	87.28		01-21-5610
Total STAPLES ADVANTAGE:			87.28		
SUMMIT SQUARE ASSOCIATION					
030123	ASSOCIATION DUES	03/01/2023	1,910.27		01-12-5410
Total SUMMIT SQUARE ASSOCIATION:			1,910.27		
TRAFFIC CONTROL & PROTECT					
113895	STREET SIGN	02/17/2023	50.00		01-31-5150
113896	SNOW PARKING SIGNS	02/17/2023	1,052.00		01-31-5150
Total TRAFFIC CONTROL & PROTECT:			1,102.00		
VERIZON WIRELESS					
9927318422	VERIZON ADMIN	01/11/2023	56.34		01-12-5320
9927318422	VERIZON FIN	01/11/2023	92.35		01-14-5320
9927318422	VERIZON PD	01/11/2023	288.62		01-21-5320
9927318422	VERIZON B&Z	01/11/2023	56.34		01-25-5320
9927318422	VERIZON PW	01/11/2023	262.21		01-31-5320
9927318422	VERIZON SWR/WTR	01/11/2023	165.72		60-33-5320
9927722544	W/WW DIALER MODEMS	01/20/2023	68.26		60-33-5320
Total VERIZON WIRELESS:			989.84		
WATER PRODUCTS COMPANY-AURORA					
314659-2/28/2	HYDRANT REPAIR KITS	02/28/2023	1,814.00		60-33-5140
Total WATER PRODUCTS COMPANY-AURORA:			1,814.00		
WELCH BROTHERS, INC.					
3213290	GRAVEL - ROAD SHOULDER	02/14/2023	160.00		01-31-5150
3213386	KING WATER MAIN BREAK	02/15/2023	80.00		60-33-5140
Total WELCH BROTHERS, INC.:			240.00		
WEX INC					
87371174	FUEL CHARGES PD	02/24/2023	3,824.68		01-21-5620
87371174	B&Z FUEL	02/24/2023	2.00		01-25-5620
87371174	FUEL CHARGES PW	02/24/2023	1,214.05		01-31-5620
87371174	FUEL CHARGES WS	02/24/2023	836.71		60-33-5620

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total WEX INC:			5,877.44		
WILLIAM C ZELSDORF					
021523	DEPOT 02/15/23 - 02/19/23	02/26/2023	240.00		01-12-6010
021523	DEPOT 02/22/23 - 02/26/23	02/26/2023	240.00		01-12-6010
Total WILLIAM C ZELSDORF:			480.00		
Grand Totals:			149,371.16		

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Memorandum



To: Village President and Board of Trustees

From: Erika Storlie, Village Administrator

Subject: TIF Support Resolution

Date: March 6, 2023

Action Requested:

Staff recommends Village Board approval of a resolution supporting current Tax Increment Financing (TIF) state law.

Funding Source:

N/A

Summary:

The Village has responsibly utilized Tax Increment Financing (TIF) to fund development of property throughout the Village and to invest in public improvements and infrastructure for the benefit of the community. TIF law, which is part of state law, has been under attack for many years by lawmakers who seek to reduce its capacity, duration, eligibility criteria, or otherwise diminish its capabilities. This legislative session alone fourteen bills have been introduced that seek to modify or change current TIF law to the detriment of municipalities.

In order to help support current TIF law the Illinois Municipal League as well as the Metro West Council of Governments has requested that each Illinois community pass a TIF support resolution to be shared with state lawmakers, with the goal of showing that TIF is a vital necessity for villages and cities, and it should be left unchanged and intact.

Any changes to the TIF legislation that hamper a municipality's ability to assist with the responsible development of property will ultimately end up costing residents more and therefore staff submits this resolution for board consideration.

Attachments:

TIF Support Resolution

RESOLUTION NUMBER ____-23

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS,
IN SUPPORT OF TAX INCREMENT FINANCING**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Village of East Dundee has the responsibility to promote economic development and revitalization of underperforming areas within the East Dundee; and

WHEREAS, The Village of East Dundee recognizes that Tax Increment Financing ("TIF") is a means to address areas of blight, support development and promote local job creation and retention; and

WHEREAS, TIF incentives directly contribute to the expansion of the local tax base and attracts private development and new businesses to the Village of East Dundee; and

WHEREAS, the availability of TIF is a critical mechanism to spur economic development for the Village of East Dundee; and

WHEREAS, the President and Board of Trustees of the Village of East Dundee find that the availability of TIF as an economic development tool is essential for the continuing economic vitality of the Village of East Dundee.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein; and

SECTION 2: The Village of East Dundee urges the Illinois General Assembly and Governor to protect TIF in its current form as a valuable economic development tool without additional restrictions on municipal governments and the communities they serve; and

SECTION 3: The Village of East Dundee Clerk shall forward a copy of this Resolution to the Illinois Municipal League.

ADOPTED this 6th day of March, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 6th day of March, 2023.

Jeffrey J. Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this ____ day of _____, 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on _____, 2023.

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: 590 Healy Road, LLC Crushing and Recycling Special Use Permit

Date: March 06, 2023

Action Requested

The Planning and Zoning & Historic Preservation Commission ("PZHC") recommend Village Board approval of an ordinance granting a special use permit to 590 Healy Road, LLC for crushing and recycling of concrete and asphalt and the resale of the material for a portion of the property located at 590 Healy Rd., East Dundee, IL, 60118 (portion of PIN 01-30-300-009-0000) located in the M-1 Limited Manufacturing District ("Property").

Summary

Staff has received an application from Tracy Lampignano, manager of 590 Healy Road, LLC along with their engineering firm, Mackie Consultants, LLC ("Applicant") regarding the Property. Applicant came before the PZHC on November 3, 2022 where this special use request public hearing was tabled. The PZHC then met on February 2, 2023 and continued the public hearing for the special use request to continue their operation of crushing and recycling of concrete and asphalt and resale of the material on a portion of their site. Click [here](#) for a link to that agenda packet, and click [here](#) for a link to the video recording. Currently, in Section 157.065(A)(1)(a)(5) on the Zoning Ordinance crushing is a special use in the M-1 Limited Manufacturing District. Staff has determined in order for this use to continue, the Applicant must seek a special use permit.

Note: As mentioned above, this item was tabled at first by the PZHC at the due to lack of adequate information supplied by the applicant. This special use request is part of one of four original requests from Applicant's original application. The Village Board approved an ordinance for a special use permit for outside vehicle and equipment parking and storage ([ord 23-02](#)), as well as an ordinance for a variance requiring off-street parking to be paved and a variance requiring certain lighting ([ord 22-57](#)). Since this item was tabled, it is now coming before the Village Board for consideration.

The Applicant states that this particular use will operate on a specific portion of their lot. As an exhibit to the attached ordinance the area being considered for special use is denoted on the map. Further, the Applicant has related that they will invest in a dust-control irrigation system that is similar to their Glenview, IL operations site. Staff has attached the Glenview irrigation

map for reference. Staff is comfortable with this method of dust management. Additionally, Applicant states, as always, they will run their sweepers on the road intermittently to keep the roads clean and safe.

The PZHC reviewed the request and made the following motion:

Motion to recommend approval of the special use request with the following conditions: i) crushing and recycling of concrete and asphalt and the resale would only apply, and all other uses under the special use permit would not apply; ii) hours of operation between 6:00 am to 4:00 pm Monday through Saturday; iii) applicant will provide staff-approved screening around the special use site; iv) work with staff to provide a finished hard-surface area near the street visible entrance and within 48 months of the start of their operation

Staff has worked with Applicant and Applicant agreed to an acceptable landscape screening plan that includes a minimum of 8-ft. fencing on the north side of the future Heinz Road extension and on the west side of the special use site. The Applicant has also agreed to an acceptable method of construction of screening which also consists of an opaque gate that will be on the North side of the future Heinz Road extension and an approximate 24-ft. by 50-ft. paved concrete surface on the ground of the entrance/exit on the North side of the future Heinz Road extension. This meets the condition set forth by the PZHC.

If the Village Board seeks to approve of the special use permit, staff recommends a modification of conditions be added/revised to the special use permit ordinance. Staff has prepared two ordinances for the Village Board to review and consider: one with the conditions recommended by the PZHC, and one with the conditions recommended by the PZHC as well as staff's additions/revisions. Staff recommends the PZHC's ordinance be modified to with the following:

- Hours of operation between 7:00 am to 4:00 pm Monday through Friday, 7:00 am to 3:00 pm on Saturdays, closed on Sundays
- Work with staff to provide a finished hard-surface area near the street visible entrance and within 18 months of commencement of this operation.
- A dust-control irrigation system that is substantially similar to the applicants Glenview, IL operations site is to be implemented within 6 months of approval of the special use.
- The applicant will do what is required under the law to establish East Dundee as the situs for the payment of sales tax, to the extent the law allows East Dundee to be the situs for the payment of sales tax.

The Village Board may choose to approve all or some of these staff-recommended conditions and may also amend the ordinance to add additional conditions as it sees fit.

Attachments

Findings of Fact

Glenview, IL Irrigation Site Map

Ordinances – one with condition from PZHC, and one with conditions from the PZHC and Staff
Redacted Application

590 Healy

SI

EAST DUNDEE

Planning and Zoning & Historic Commission Meeting

Findings of Fact – Special Use

Property Location: 590 Healy; PIN 01-30-300-009-0000 in the M- 1 Manufacturing District

Hearing Date: November 3, 2022

Special Use

Requested: Crushing and grinding

Staff has determined the below findings of fact for the PZHC's consideration and review:

1. The use is not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; Circle one; Yes/No/Not Applicable (N.A.), Explain:

Unknown *yes, per PZHC* *MB*

2. The use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; Yes/No/N.A.

Yes

3. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided; Yes/No/N.A.

Yes

4. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; Yes/No/N.A.

Yes

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village? The 2002 office/industrial development comp. plan goal states: "To ensure a strong diversified employment base which will provide jobs and strengthen the economy of East Dundee". This aligns with the proposed special use.

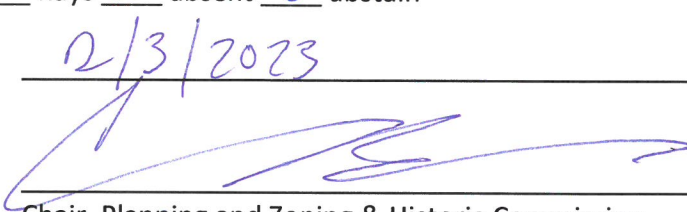
Based on the information contained in the application and the testimony and evidence presented at the public hearing, the Planning and Zoning & Historic Commission voted on the approval of these findings of fact and the requested special use(s) resulting in the following vote:

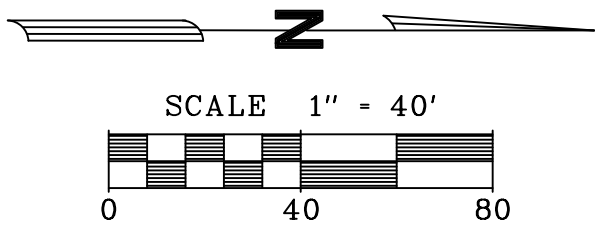
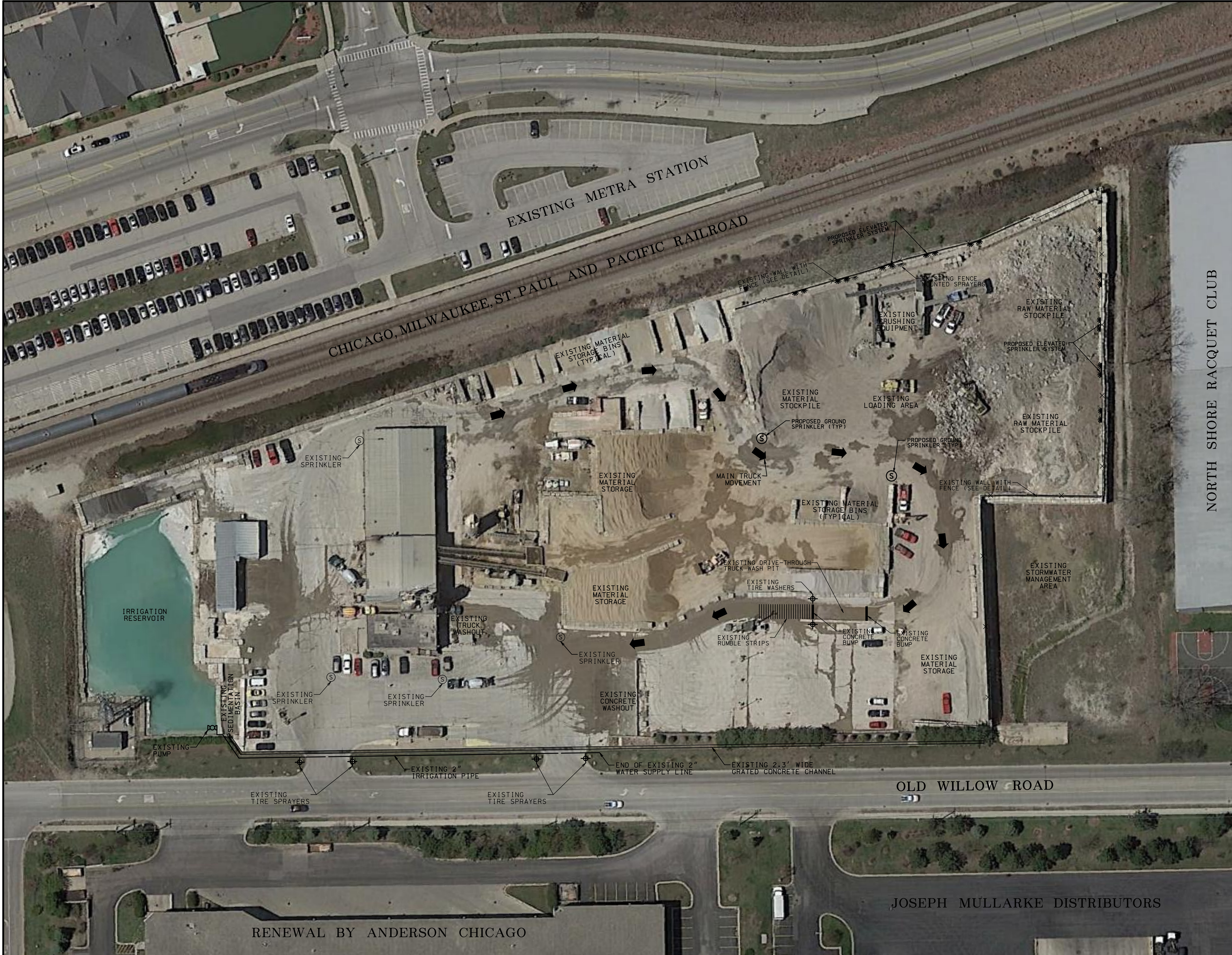
5 ayes 0 nays 2 absent 0 abstain

Date:

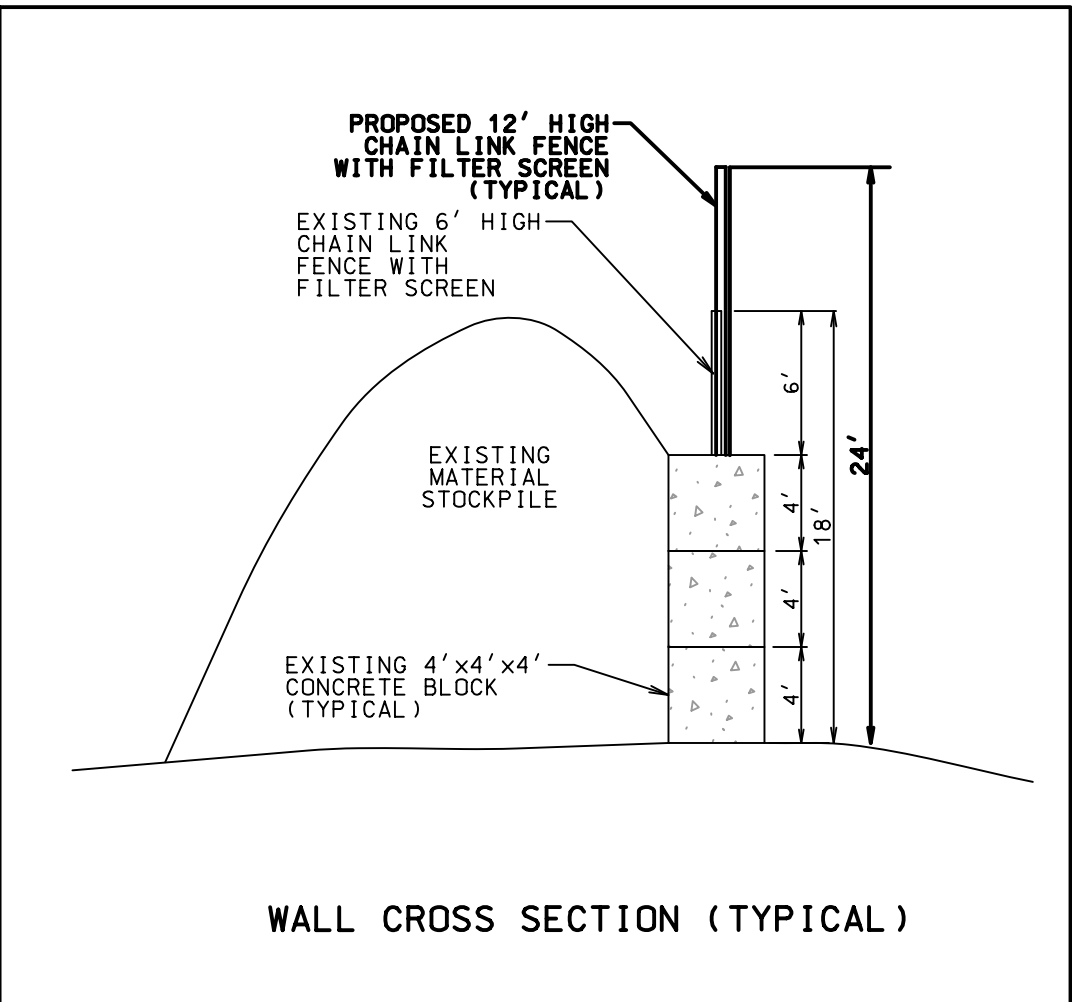
2/3/2023

Signature:


Chair, Planning and Zoning & Historic Commission



LEGEND	
TIRE SPRAYERS	
SPRINKLER	
ABOVE GRADE IRRIGATION PIPE	
BELOW GRADE IRRIGATION PIPE	
BLOCK WALL WITH FENCE	
FENCE MOUNTED SPRAYER	



- GENERAL NOTES:
- EXISTING DUST CONTROL MEASURES ARE BASED ON FIELD OBSERVATION ON JULY 30, 2015.
 - THE STOCKPILE HEIGHTS WILL BE REDUCED AND MAINTAINED BELOW THE LEVEL OF THE SCREEN FENCE.
 - DETAILS OF SPRINKLER SYSTEM WILL BE PROVIDED UNDER SEPARATE COVER.

2/7/2015 10:45:42 AM
R:\2734\Engineering\2734-Mackie-Map.dwg

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
A LAMP CONTRACTORS, INC

1900 WRIGHT BLVD
SCHAUMBURG, IL 60193

		DESIGNED	TKB
		DRAWN	DWP
		APPROVED	MTL
		DATE	8-5-2015
		SCALE	1" = 40'
DATE	DESCRIPTION OF REVISION	BY	

DUST CONTROL PLAN
2900 OLD WILLOW ROAD
GLENVIEW, ILLINOIS

SHEET	
1	OF 1
PROJECT NUMBER	2734
© MACKIE CONSULTANTS, LLC, 2015	
ILLINOIS FIRM LICENSE 184-002694	

ORDINANCE NUMBER 23-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, GRANTING A SPECIAL USE PERMIT FOR CRUSHING AND RECYCLING OF CONCRETE AND ASPHALT AND THE RESALE OF THE MATERIAL FOR A PORTION OF THE PROPERTY LOCATED AT 590 HEALY ROAD, EAST DUNDEE, IL, 60118 (PORTION OF PIN 01-30-300-009-0000) LOCATED IN THE M-1 MANUFACTURING DISTRICT

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to Section 157.065 of the Village of East Dundee Zoning Ordinance ("Zoning Ordinance") and the Village's home rule authority, the Village President and Board of Trustees of the Village ("Corporate Authorities") may provide for and allow the classification of special uses in its zoning ordinances; and

WHEREAS, under the authority of the Zoning Ordinance, 590 Healy Road LLC property with PIN 01-30-300-009-0000 located in East Dundee, Illinois ("Property"), as legally described in Section 2 below, in the M-1 Limited Manufacturing District, in which crushing is allowed if the Corporate Authorities first grant a special use permit; and

WHEREAS, pursuant to the Zoning Ordinance, any person owning or having an interest in property may file an application to use such property for one or more of the special uses provided for in the zoning district in which the land is situated; and

WHEREAS, the Corporate Authorities have received a request for a special use permit for crushing and recycling of concrete and asphalt and the resale of the material at the Property ("Application") from the owner of the Property, 590 Healy Road LLC ("Applicant"); and

WHEREAS, notice of a public hearing on the Application before the Village's Planning and Zoning Commission was duly given and a public hearing was held on the Application on November 3, 2022 and then tabled to February 2, 2023; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.065 of the Zoning Ordinance for a special use permit and recommended approval of the Application, and related findings of fact; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission's findings of fact and recommendations on the Application, and hereby approve the proposed special use for crushing and recycling of concrete and asphalt and the resale of the material on the Property subject to the conditions set forth below;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Approval of Special Use Permit. The Corporate Authorities hereby approve the Application in part, and deny in part, a special use permit for the Property (as depicted in Exhibit A) legally described as:

PIN 01-30-300-009-0000

LOT 2 IN FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2014 AS DOCUMENT 1404429095.

Commonly known as 590 Healy, East Dundee, IL 60118 for crushing and recycling of concrete and asphalt and the resale of the material for the north portion of the future Heinz Road extension.

SECTION 3: Conditions of Approval. That the special use permit granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

1. Crushing and recycling of concrete and asphalt and the resale would only apply, and all other uses under the special use permit would not apply.
2. Hours of operation between 6:00 am to 4:00 pm Monday through Saturday
3. Applicant will provide staff-approved screening around the special use site.
4. Work with staff to provide a finished hard-surface area near the street visible entrance and within 48 months of the start of their operation.

SECTION 4: Failure to Comply with Conditions. The failure of Applicant, or its successors or assigns, to comply with one or more of the conditions listed in Section 3 above shall be grounds for the potential revocation of the Special Use Permit. Upon notice, a hearing will be held. The notice will provide Applicant 14 days in which to respond and answer. A hearing will be held no sooner than 30 days after the service of the notice.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 6th day of March 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 6th day of March 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 6th day of March 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on March ___, 2023.

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: _____
Applicant

Date: March __, 2023

Exhibit A

ORDINANCE NUMBER 23-_____

AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, GRANTING A SPECIAL USE PERMIT FOR CRUSHING AND RECYCLING OF CONCRETE AND ASPHALT AND THE RESALE OF THE MATERIAL FOR A PORTION OF THE PROPERTY LOCATED AT 590 HEALY ROAD, EAST DUNDEE, IL, 60118 (PORTION OF PIN 01-30-300-009-0000) LOCATED IN THE M-1 MANUFACTURING DISTRICT

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to Section 157.065 of the Village of East Dundee Zoning Ordinance (“Zoning Ordinance”) and the Village’s home rule authority, the Village President and Board of Trustees of the Village (“Corporate Authorities”) may provide for and allow the classification of special uses in its zoning ordinances; and

WHEREAS, under the authority of the Zoning Ordinance, 590 Healy Road LLC property with PIN 01-30-300-009-0000 located in East Dundee, Illinois (“Property”), as legally described in Section 2 below, in the M-1 Limited Manufacturing District, in which crushing is allowed if the Corporate Authorities first grant a special use permit; and

WHEREAS, pursuant to the Zoning Ordinance, any person owning or having an interest in property may file an application to use such property for one or more of the special uses provided for in the zoning district in which the land is situated; and

WHEREAS, the Corporate Authorities have received a request for a special use permit for crushing and recycling of concrete and asphalt and the resale of the material at the Property (“Application”) from the owner of the Property, 590 Healy Road LLC (“Applicant”); and

WHEREAS, notice of a public hearing on the Application before the Village’s Planning and Zoning Commission was duly given and a public hearing was held on the Application on November 3, 2022 and then tabled to February 2, 2023; and

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 157.065 of the Zoning Ordinance for a special use permit and recommended approval of the Application, and related findings of fact; and

WHEREAS, the Corporate Authorities have reviewed the Planning and Zoning Commission’s findings of fact and recommendations, and the recommendations of Village staff, on the Application, and hereby approve the proposed special use for crushing and recycling of concrete and asphalt and the resale of the material on the Property subject to the conditions set forth below;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

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PIN 01-30-300-009-0000

LOT 2 IN FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2014 AS DOCUMENT 1404429095.

Commonly known as 590 Healy, East Dundee, IL 60118 for crushing and recycling of concrete and asphalt and the resale of the material for the north portion of the future Heinz Road extension.

SECTION 3: Conditions of Approval. That the special use permit granted herein shall be constructed, operated and maintained in accordance with any plans and diagrams submitted as part of the Application, and shall be subject to the following terms and conditions:

1. Crushing and recycling of concrete and asphalt and the resale would only apply, and all other uses under the special use permit would not apply.
2. Hours of operation between 7:00 am to 4:00 pm Monday through Friday, 7:00 am to 3:00 pm on Saturdays, closed on Sundays.
3. Applicant will provide staff-approved screening around the special use site.
4. Work with staff to provide a finished hard-surface area near the street visible entrance and within 18 months of commencement of this operation.
5. A dust-control irrigation system that is substantially similar to the applicants Glenview, IL operations site is to be implemented within 6 months of approval of the special use.
6. The applicant will do what is required under the law to establish East Dundee as the situs for the payment of sales tax, to the extent the law allows East Dundee to be the situs for the payment of sales tax.

SECTION 4: Failure to Comply with Conditions. The failure of Applicant, or its successors or assigns, to comply with one or more of the conditions listed in Section 3 above shall be grounds for the potential revocation of the Special Use Permit. Upon

notice, a hearing will be held. The notice will provide Applicant 14 days in which to respond and answer. A hearing will be held no sooner than 30 days after the service of the notice.

SECTION 5: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 6th day of March 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this 6th day of March 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this 6th day of March 2023, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on March ___, 2023.

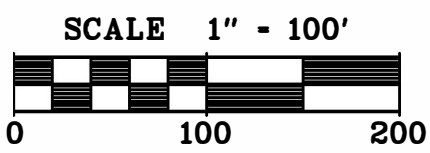
The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: _____
Applicant

Date: March ___, 2023

Exhibit A

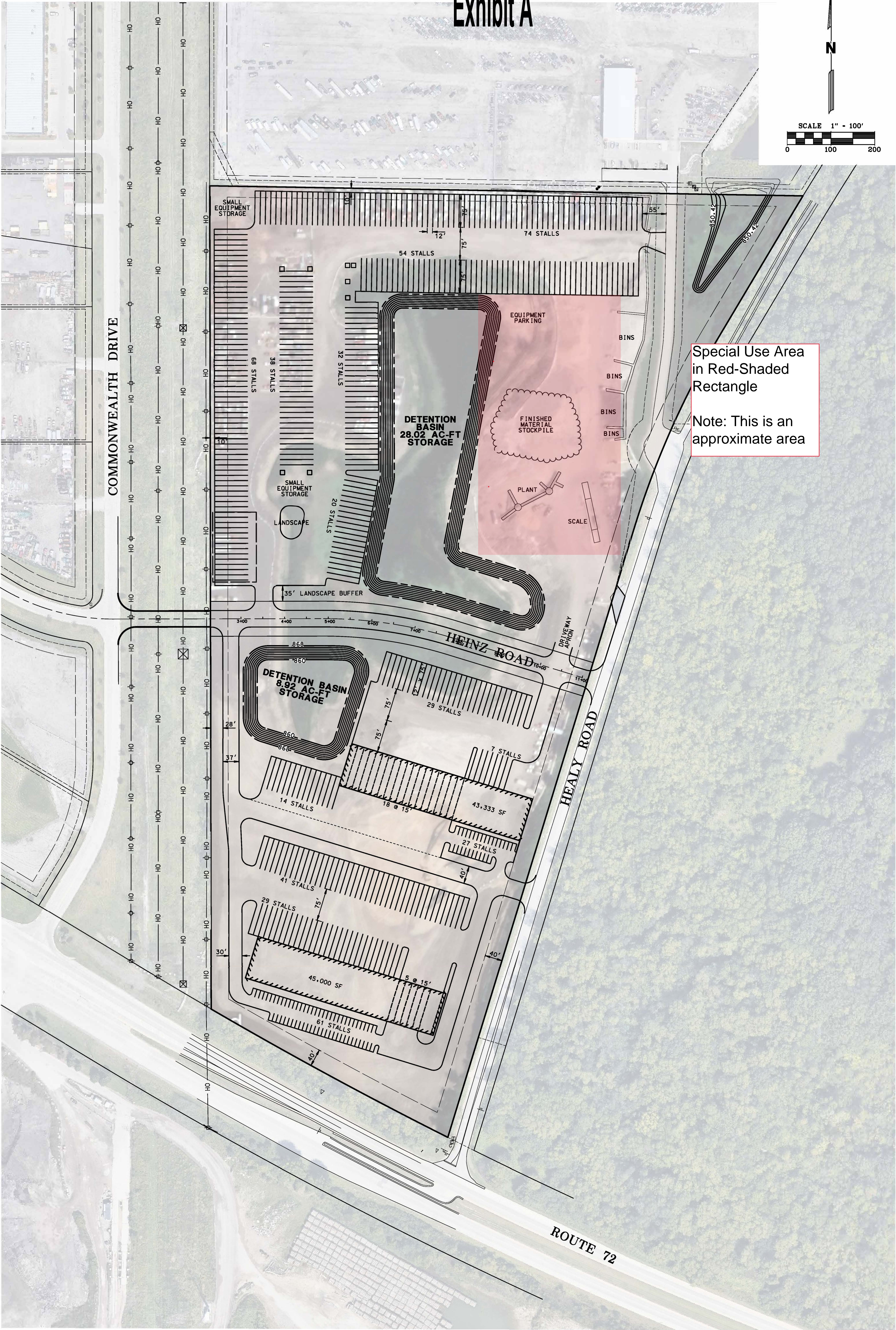
Exhibit A



N

Special Use Area
in Red-Shaded
Rectangle

Note: This is an
approximate area



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

			DESIGNED	MRM
			DRAWN	MRM
			APPROVED	SRK
			D A/E	09/30/2022
			SCALE	1" = 100'
D A/E	DESCRIPTION OF REVISION		BY	

CONCEPT SITE PLAN
590 HEALY ROAD
EAST DUNDEE, ILLINOIS

SHEET	
1	OF 1
PROJECT NUMBER: 3692	
© MACKIE CONSULTANTS, LLC, 2022	
ILLINOIS FIRM LICENSE 184-002694	



October 14, 2022

Mr. Chris Ranieri
Building & Zoning Department
Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118

**Re: Special Use Request
590 Healy Road
East Dundee, Illinois**

Dear Mr. Ranieri:

On behalf of our client 590 Healy, LLC, please find enclosed a Special Use request associated with the 590 Healy site. The applications for both Truck Parking and CCDD Salvage and Reprocessing are enclosed. Because the application references legal description of the entire property and the special uses requested are limited to specific areas, we have prepared exhibits and narrative to document the extents of each.

Truck Parking

The truck parking special use request is broken into two areas as illustrated on the Special Use Areas Exhibit, enclosed. We request a permanent special use approval for the area North of the Proposed Heinz Road extension and that it be allowed as the principal use of the site.

The areas south of Heinz Road are expected in the long run to be developed as shown in the attached Concept Plan which has not yet been formally submitted for an entitlement process. In this current request, we are asking that the Village convey a temporary principal use for truck parking until such time as the building planned for the south end of the site is constructed. At that time, the truck parking special use would revert to an accessory use.

CCDD Salvage and Reprocessing

We request special use approval in the area identified as CCDD Salvage and Reprocessing on the Special Use Areas Exhibit to conduct import, stockpiling, crushing, processing and sales of concrete and asphalt materials. Currently such loads are imported to the site under an IEPA CCDD permit, but the noted operations are expected to continue even after the mass import of CCDD material as fill is completed. If the operator seeks to close the CCDD permit but continue operating the concrete and asphalt recycling operations, the operator will procure necessary permits from Cook County and/or IEPA.

As a courtesy, we have also enclosed the Concept Site plan for the overall future development after CCDD operations have concluded, but the applicant acknowledges that at this time the exhibit is informational and does not constitute any entitlements until final engineering and final plats of subdivision are provided.

Please contact me if you should have any questions or require additional information.

Very truly yours,
MACKIE CONSULTANTS, LLC

Steven R. Kaminski, PE
Senior Project Manager

N:\3692\Correspondence\221014.Ltr. to E.Dundee.Special Use Request.SRK.docx



Project Address: 590 Healy Road
East Dundee, Illinois 60118

PROPERTY DESCRIPTION:

LOT 2 IN FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 2014 AS DOCUMENT 1404429095.



Project Address: 590 Healy Road
East Dundee, Illinois 60118

List of properties within 250':

01-30-300-003-0000
Commonwealth Edison Company
3 Lincoln Center FL4
Oakbrook Ter, Illinois

01-30-100-016-0000
Nation Retail Prop
2 Westbook CP CTR500
Westchester, IL

01-30-300-008-0000
Beverly Lake Forest Preserve of Cook County
536 North Harlem Ave.
River Forest, IL



P&Z File # _____

**APPLICATION FOR DEVELOPMENT APPROVAL:
SPECIAL USE, REZONING AND VARIANCE REVIEW AND APPROVAL**

This form is to be used for all special use applications (except Planned Developments) to be heard by the Village of East Dundee. To complete the form properly, please review the accompanying *Village of East Dundee Instruction Manual for Application for Development Review*. **Failure to complete this form properly will delay its consideration.**

PART I. GENERAL INFORMATION

A. Project Information

1. Project/Owner Name: 590 Healy Road, LLC
2. Project Location: 590 Healy Road, East Dundee, IL
3. Brief Project Description:
Special Use requests to permit rock crushing, and recycling and resale of clean construction and demolition debris ("CCDD"). The existing stone and gravel quarry and CCDD facility will
continue operating at the subject site in conjunction with the requested Special Uses.
4. Project Property Legal Description:
See survey, attached, for overall project site legal description.
See Special Use Area Exhibit for breakdown of use areas within property.
5. Project Property Size in Acres and Square Feet: Approximately 42 Acres, per survey
6. Current Zoning Status: M1
7. Current Use Status: Stone and gravel quarry, and clean construction and demolition debris facility
8. Surrounding Land Use Zoning: M1 zoning located north of Illinois Route 72
9. Zoning District Being Requested (if applicable): N/A
10. Parcel Index Numbers of Property: 01-30-300-009-0000

B. Owner Information

1. Signature: _____
2. Name: 590 Healy Road, LLC c/o Tracy Lampignano, Manager

C. Billing Information (Name and address all bills should be sent to)

1. Name/Company: 590 Healy Road, LLC c/o Tracy Lampignano, Manager

PART III. JUSTIFICATION OF THE PROPOSED SPECIAL USE

Please answer all questions but be concise and brief in your answers. If additional pages are needed to complete your answers, please be sure to include the appropriate and complete question number for each response. Applicants are encouraged to refer to drawings or other application materials as necessary to add clarity to their answers. **Applicants are also encouraged to refer to Special Use Criteria Section 157.224(C)(2) or Variances, Section 157.207(C) or Rezoning.**

IF YOU ARE APPLYING FOR A REZONING PLEASE WRITE A PARAGRAPH ON WHAT THE CURRENT ZONING IS AND WHY YOU ARE REQUESTING A REZONING

FOR A SPECIAL USE COMPLETE THE FOLLOWING, FOR VARIANCES ONLY SKIP TO PAGE #4:

1. Will the Special Use be injurious to the enjoyment of other property in the immediate vicinity for the purposes already permitted, nor will the special use substantially diminish and impair property values within the neighborhood?

No. The requested Special Uses will permit area-compatible uses at the

subject property. The subject property has operated as stone and gravel quarry, and

clean construction and demolition debris facility for over 50 years. The subject

property is located in and surrounded by the M1 zoning district where uses are of similar appearance.

2. Will the establishment of the Special Use, impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district?

No the proposed Special Used will support redevelopment of a stone and gravel quarry and CCDD facility

that has operated at the subject property for over 50 years. Compatible manufacturing uses have been

established around the subject property over the last 50 years, and will presumably continue to do so

independent of the requested Special Uses.

3. Have or will adequate utilities, access roads, drainage or necessary facilities be provided for?

Adequate utilities, access roads, drainage, and all necessary facilities already exist and serve the subject

property. The proposed Special Uses will benefit from the existing lot conditions, and will not alter or change

those facilities.

4. Have or will adequate measures be taken to provide ingress and egress to minimize traffic congestion in the public streets?

The proposed Special Uses will facilitate development that will include connection of Heinz Road from Healy Road

to Commonwealth Drive that will provide a significant benefit to traffic routing and reduce existing U-turn

movements on Route 72. Traffic congestion and safety will improve as a result.

5. How is the proposed special use in harmony with the purposes, goals, objectives, policies and standards of the Village of East Dundee Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice, by the Village?

The Special Uses proposed and locations as illustrated in the Special Use Area Exhibit are compatible with the M-1

zoning district and quite consistent with existing and expected future development in the immediate

vicinity. The Special Uses will facilitate the provision of needed support services for the region that

are necessary for ongoing regional construction capacity and logistical support for commercial and

industrial operations and, as such, constitute a net benefit to the Village and surrounding area.

IF YOU ARE APPLYING FOR A VARIANCE COMPLETE THE FOLLOWING:

1. From which specific standard of the Village Code is a Variance requested (include Code section number)?

Landscaping Section 157.149 (C), Paving Section 157.147 (B) (2) & 157.149 (B), and
Lighting Section 157.147 (D) for Vehicle/Truck Parking.

2. For this site, what does the Code require?

The code requires access (section 157.147) for off-street parking facilities. It is anticipated to use the same ingress and egress points so no new traffic patterns appear necessary or are proposed to accommodate the uses that would be established by the requested variance. The code also requires Design and Maintenance (157.149) for Surfacing, landscaping, and lighting, Landscaping Section 157.149 (C), Paving Section 157.147 (B) (2) & 157.149 (B), and

3. What is proposed?

Please see the attached

4. What unique circumstances have caused the need for a variance?

Please see the attached

5. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

Please see the attached

6. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations are carried out?

Please see the attached

7. Specifically, what conditions are present on the property that would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

Please see the attached

8. Other than financial return, what other purposes is the variance request based on?

Please see the attached

9. Has the alleged difficulty been created by any person presently having an interest in the property?

No alleged difficulty has been created by any person presently having an interest in the property.

10. Please give an explanation for any questions answered YES .

- a. Will the granting of the variation be detrimental to the public welfare? (Circle)
- b. Injurious to surround properties? (Circle)
- c. Impair an adequate supply of light and air to adjacent property? (Circle)
- d. Endanger public health and safety? (Circle)
- e. Substantially diminish property values within the neighborhood? (Circle)
- f. Conformance to the Land Use Plan? (Circle)

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO



PLANNING AND ZONING & HISTORIC COMMISSION MEETING SCHEDULE
MEETING TIME 7:00PM
***THURSDAY EVENING UNLESS DENOTED**

Planning & Zoning petitions must be received 35 days prior to meeting date for petitions requiring Public hearings. 15 days prior when no Public hearing is required.

Historic Commission Meetings (as needed)

Applications submittals must be received & approved by the Building official for presentation to the Commission minimum of 15 days prior to meeting date.

Per ordinance, the Historic Commission must meet within 15 days of application submittal acceptance date and be duly considered by the Commission or a Certificate of Appropriateness would be deemed issued for failure to meet in the designated time.



**APPLICATION AGREEMENT
TO PAY COSTS INCURRED AND HOLD THE VILLAGE HARMLESS**

The Undersigned applicant acknowledges that the Village of East Dundee may seek advice and counsel from professional sources outside the employee staff of the Village of East Dundee in consideration of the application submitted to the Village of East Dundee by the applicant, including the services as those provided by the Village Staff, Village Attorney, Village Engineer, Planner and Fire Protection District.

The applicant further acknowledges that testimony of all witness at Public Hearings may be recorded before a court reporter and that full transcripts of the proceedings may be prepared and retained by the Village of East Dundee as part of the official record concerning the said applicant and the applicant's costs.

As an express condition in making the said application and the consideration thereof by the Village of East Dundee, the undersigned, both personally and on behalf of the applicant, agrees to hold the Village harmless and agrees to pay forthwith the costs and expenses that may be incurred by the Village of East Dundee for such professional services, including the costs and expenses of recording and transcribing any testimony at Public Hearings in connection with the said application.

The owner hereby authorizes, support and consents to this request for variation, and further authorizes, agrees and consents to allow the temporary installation and display by the Village of East Dundee of Public Notice (signage) upon the subject property.

The applicant, having read this application and fully understanding the purpose thereof, declares that the proceeding statement made are true and that the information provided herein is complete to the best of the applicant's knowledge and belief.

Individually and for the Applicant

10.17.22
Date

590 Healy Road, East Dundee, IL

Address

Project Description:

Special Uses proposed at 590 Healy Road, East Dundee, IL



Affidavit of Ownership & Control

I (We), Tracy Lampignano, as Manager of 590 Healy Road, LLC. do hereby certify or affirm that I am the owner(s), contract purchasers, or beneficiary(s) of the title holding trust for the aforesaid described property and hereby make application of such.

Signature: [Signature]

Owner: 590 Healy Road, LLC

SUBSCRIBED AND SWORN TO before me this
17 day of Oct, 2022.

[Signature]
(NOTARY SIGNATURE)



(NOTARY STAMP)



Affidavit & Disclosure Agreement

To cover the Village expenses relating to applications for site plans, Subdivisions, Annexations, Zoning Amendments, Special Uses, Variations and the like:

Applications shall deposit the sum required based on the type and extent of the applicants project. Any bills received by the village and any costs incurred by the Village related to the project will be billed to the applicant. Upon payment of all bills to the Village the applicant will receive their deposit back.

Signature:  _____

Print Name: 590 Healy Road, LLC c/o Tracy Lampignano, Manager

Project Address: 590 Healy Road, East Dundee, IL

IF YOU ARE APPLYING FOR A VARIANCE COMPLETE THE FOLLOWING:

1. From which specific standard of the Village Code is a Variance requested (include Code section number)?

Paving Section 157.147 (B) (2) & 157.149 (B), and Lighting Section 157.147 (D) for Vehicle/Truck Parking.

2. For this site, what does the Code require?

The code requires access (section 157.147) for off-street parking facilities. It is anticipated to use the same ingress and egress points so no new traffic patterns appear necessary or are proposed to accommodate the uses that would be established by the requested variance. The code also requires Design and Maintenance (157.149) for Surfacing, landscaping, and lighting, Paving Section 157.147 (B) (2) & 157.149 (B), and lighting section 157.147 (D)

3. What is proposed?

Please see the attached

4. What unique circumstances have caused the need for a variance?

Please see the attached

5. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

Please see the attached



3. What is proposed?

Paving Requirements (157.147 (B) (2) & 157.149 (B)): Variation is requested to permit recycled asphalt grindings as a drive aisle and parking pavement surface within Truck Parking and CCDD Recycling Special Use areas. This variation does not apply to the permanent Accessory Use Truck Parking area.

Lighting Section (157.149 (D)): Variation to release the applicant from requirements to install permanent lighting in the CCDD Recycling and Principal Use Truck Parking use areas.

4. What unique circumstances have caused the need for a variance?

Paving Requirements (157.147 (B) (2) & 157.149 (B)): Prior to reclamation, the site was a sand and gravel quarry. Such sites have been traditionally not readily developable after reclamation via CCDD materials because the cost of evenly conducting compaction of the fill soils across the entire site results in land costs in excess of its retail value. The requirement of rigid pavements such as concrete or conventional asphalt would result in the site being economically non-productive after the completion of mine reclamation. When flexible pavement such as recycled asphalt are an allowed pavement, soil compaction can be focused on critical building envelopes, public roadways and utility corridors at limited cost and no adverse impact on resident or consumer use of the area.

Lighting Section (157.149 (D)): CCDD recycling operations typically occur during daylight hours to avoid noise impacts during night hours. Because the truck parking areas are not accessible to the general public, there is not a need to provide security lighting and its omission is a benefit to the preserved open spaces of the forest preserve property East of Healy Road.

5. What specific mitigation measures will be used to ensure that the essential character of the area will not be altered? (Suitability of Present Area)

Paving Requirements (157.147 (B) (2) & 157.149 (B)): The applicant's operations at the CCDD recycling site include loaders and other heavy equipment readily suited for the maintenance of smooth, clean and attractive surfaces in the recycled asphalt pavement (RAP) areas, thus addressing the maintenance difficulties typically cited in the reasons such materials are not ordinarily permitted as the pavement surface. In fact, the RAP is a pervious surface when compared to conventional asphalt pavement which produces less storm water runoff.

Lighting Section (157.149 (D)): Since the operational needs of the Special Use users do not benefit from the provision of permanent fixed lighting, the omission has no negative impacts, but the positive impacts include less spillover effects on the adjacent Forest Preserve natural habitat areas to the East.

6. Specifically, how do the particular physical surroundings, shape, or topographical condition of the property result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations are carried out?

Paving Requirements (157.147 (B) (2) & 157.149 (B)): As noted above, the prior use of the site as a sand and gravel mine poses a high hazard of settling and pavement breakup to conventional pavements. RAP surfaces are more flexible and adapt better to the soil conditions on sites such as this one.

Lighting Section (157.149 (D)): Surroundings pose no extra hardship for the owner of compliance, but normal compliance would pose more negative effects on the adjacent forest preserve natural habitats.

7. Specifically, what conditions are present on the property what would not be applicable generally to other property within the same zoning classification? (Suitability of Zoning)

Paving Requirements (157.147 (B) (2) & 157.149 (B)): As noted above the prior mining history of the site and CCDD fill pose extraordinary challenges for the provision of conventional pavements and their maintenance.

Lighting Section (157.149 (D)): None. The variation is based on the fact that no benefit is provided to the property use and the omission of fixed permanent lighting enhance the function of the adjacent Forest Preserve property.

8. Other than financial return, what other purposes is the variance request based on?

Paving Requirements (157.147 (B) (2) & 157.149 (B)): As noted above the RAP surface is expected to provide a superior performance, appearance and reliability outcome than conventional pavement given the fill soils placed in this former mine site.

Lighting Section (157.149 (D)): Aside from the reduced cost of omitting fixed lighting, its omission will provide a net benefit to the adjacent Forest Preserve site compared to a standard installation.

Memorandum



To: Village President and Board of Trustees

From: Franco Bottalico, Assistant to the Village Administrator

Subject: Class F Liquor License Amendment

Date: March 06, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance amending Chapter 116 of the Village of East Dundee Village Code to amend the Class F liquor license to allow for a current liquor licensee to exceed its classification of liquor license for one day, and for the retail sale of spirits in its original package at a special event.

Summary:

At the February 6, 2023 Village Board meeting, the Village Board granted Ms. Laura Ehrhard of Aliano's (Applicant') permission to host their first-ever Italian Fest on Saturday, August 5, 2023. The Applicant also desires to allow for retail sales of packaged to-go alcoholic beverages during their special event to be consumed off premises. To do so, the Village Board should approve the following amendments to Section 116.05(A)(15), *Class F*:

Section 116.05(A)(15) of the Village Code, entitled "Class F" is hereby amended as follows:

(15) *Class F*. Special events license for the retail sale of all kinds of legal alcoholic liquors for consumption on the premises as defined below. This license is not a right of any current license holder and shall be granted at the sole discretion of the Liquor Commissioner and upon a finding that the applicant has adequately met or provided for the following conditions and restrictions:

(a) The applicant must submit a site map depicting the premises to be licensed upon which the special event will occur including depicting all structures and rights-of-way within 100 feet of the licensed premises perimeter and proof of a legal right to occupy such premises during the duration of the special event.

(b) The license would be issued only to licensees holding a valid class of license permitting the consumption of alcoholic beverages on premises, **and the Liquor Commissioner, in their discretion, may grant a one (1) day license to exceed the licensee's currently-held valid class of license for the purpose of the special event.**

(c) Each licensee would be limited to hours of operation for alcoholic liquor sales of no greater than between the hours of 11:00 a.m. to 8:00 p.m. However, more expansive or limited hours may be approved by the Liquor Commissioner in their discretion.

(d) Applicant for a special events license would be required to give proof, satisfactory to the Liquor Commissioner, of adequate provision for the following:

1. Public sanitary facilities;
2. Refuse and waste disposal arrangements;
3. General security and crowd control;
4. Liability and property damage insurance with carriers and in amounts satisfactory to the Commissioner; and
5. Means of securing the physical perimeter of the premises from entry by minors and adequate security arrangements to ~~insure~~ **ensure** that minors are not served alcoholic beverages.

(e) In the event a portion of public right-of-way is requested for such license, permission would be required from the Village Board.

(f) Fees would be established for each event as set forth in the annual fee schedule.

(g) This license does ~~not~~ include the retail sale of spirits in its original package **for one (1) day of the special event, at the discretion of the Liquor Commissioner, but in no event may the spirits sold at the special event be consumed at the special event or on the public way. It shall be the responsibility of the licensee to ensure that said packaged spirits are not consumed at the special event or on the public way.**

Attachments:

Ordinance Amending Class F Special Events in the Alcoholic Beverages Code

ORDINANCE NUMBER 23-_____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, AMENDING CHAPTER 116 OF THE VILLAGE OF EAST
DUNDEE VILLAGE CODE TO AMEND THE CLASS F LIQUOR LICENSE TO
ALLOW FOR A CURRENT LIQUOR LICENSEE TO EXCEED ITS CLASSIFICATION
OF LIQUOR LICENSE FOR ONE DAY, AND FOR THE RETAIL SALE OF SPIRITS
IN ITS ORIGINAL PACKAGE AT A SPECIAL EVENT**

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Illinois Liquor Control Act, 235 ILCS 5/1-1, *et seq.*, authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcohol liquor, and to establish rules and regulations for the sale thereof; and

WHEREAS, the President and Board of Trustees have determined it to be in the best interest of the Village to amend the Class F liquor license provided for in the Village of East Dundee Village Code (“Village Code”) to allow the retail sale of spirits of 40 proof or more at special events; and

**NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE
COUNTIES, ILLINOIS, AS FOLLOWS:**

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated as Section 1 as if restated herein.

SECTION 2: Amendments. That the Village Code is hereby amended as follows, with additions underlined and deletions struck through:

AMENDMENT:

Section 116.05(A)(15) of the Village Code, entitled “Class F” is hereby amended as follows:

(15) *Class F.* Special events license for the retail sale of all kinds of legal alcoholic liquors for consumption on the premises as defined below. This license is not a right of any current license holder and shall be granted at the sole discretion of the Liquor Commissioner and upon a finding that the applicant has adequately met or provided for the following conditions and restrictions:

(a) The applicant must submit a site map depicting the premises to be licensed upon which the special event will occur including depicting all structures and rights-of-way within 100 feet of the licensed premises perimeter and proof of a legal right to occupy such premises during the duration of the special event.

(b) The license would be issued only to licensees holding a valid class of license permitting the consumption of alcoholic beverages on premises, and the Liquor Commissioner,

in their discretion, may grant a one (1) day license to exceed the licensee's currently-held valid class of license for the purpose of the special event.

(c) Each licensee would be limited to hours of operation for alcoholic liquor sales of no greater than between the hours of 11:00 a.m. to 8:00 p.m. However, more expansive or limited hours may be approved by the Liquor Commissioner in their discretion.

(d) Applicant for a special events license would be required to give proof, satisfactory to the Liquor Commissioner, of adequate provision for the following:

1. Public sanitary facilities;
2. Refuse and waste disposal arrangements;
3. General security and crowd control;
4. Liability and property damage insurance with carriers and in amounts satisfactory to the Commissioner; and
5. Means of securing the physical perimeter of the premises from entry by minors and adequate security arrangements to ~~insure~~ **ensure** that minors are not served alcoholic beverages.

(e) In the event a portion of public right-of-way is requested for such license, permission would be required from the Village Board.

(f) Fees would be established for each event as set forth in the annual fee schedule.

(g) This license does ~~not~~ include the retail sale of spirits in its original package **for one (1) day of the special event, at the discretion of the Liquor Commissioner, but in no event may the spirits sold at the special event be consumed at the special event or on the public way. It shall be the responsibility of the licensee to ensure that said packaged spirits are not consumed at the special event or on the public way.**

(Intentionally left blank)

SECTION 3: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid and unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be hereby repealed.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2023 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this _____ of _____ 2023.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Memorandum



To: Village President and Board of Trustees
Erika Storlie, Village Administrator

From: James R. Kruger, Chief of Police

Subject: Police Department Activity Presentation

Date: March 6, 2023

Action Requested:

N/A

Funding Source:

N/A

Summary:

The Village Administrator requested the Chief of Police to provide an overview of the 2022 Police Department activity for the Village Board. This presentation will be a summary of the information that will be contained in the 2022 Annual Report to be distributed mid-March.

Attachments:

2022 Police Department Overview Presentation.



2022 POLICE ACTIVITY PRESENTATION

EAST DUNDEE POLICE DEPARTMENT

MARCH 6, 2023

REVIEW OF 2022 ACTIVITY

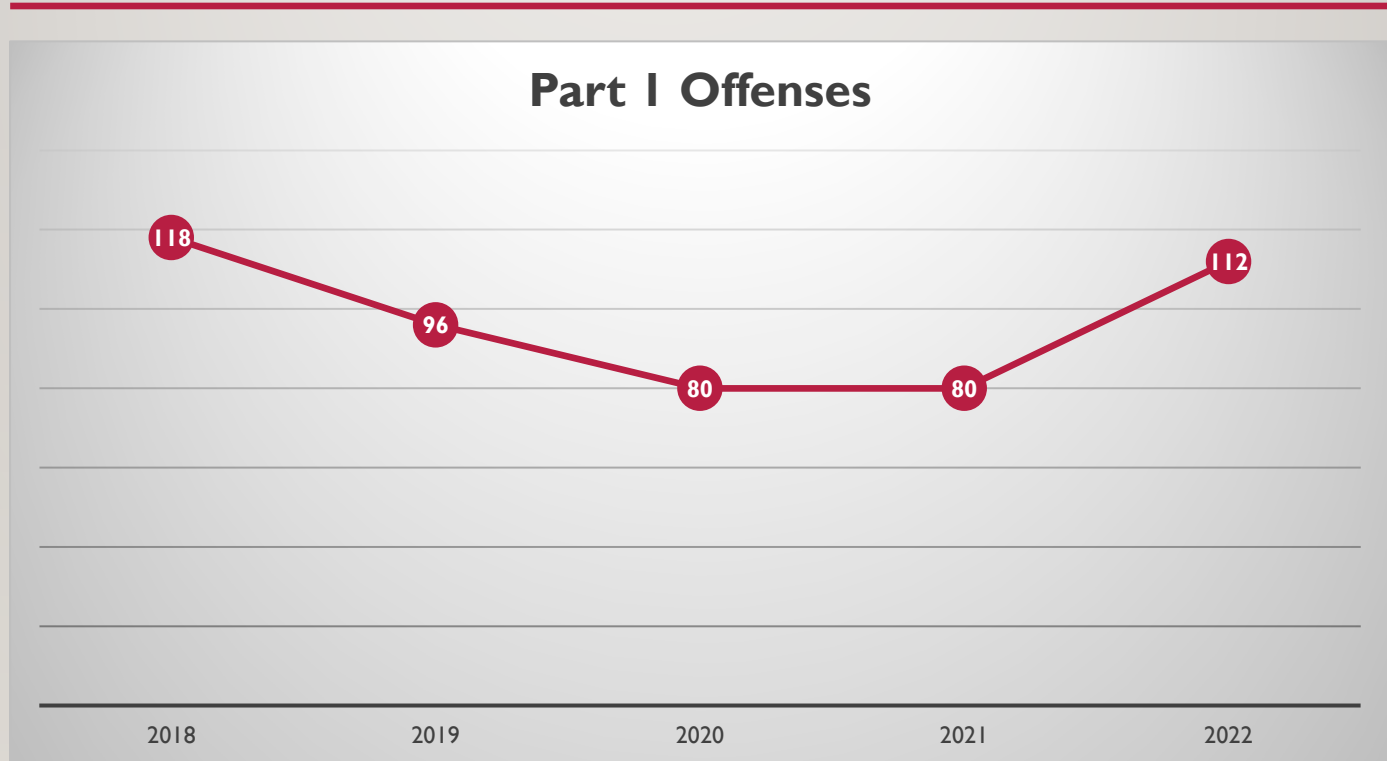
- Calls for Service
- Part I and Part II Offenses
- Service Calls and False Alarms
- Traffic Crashes
- Traffic Enforcement
- DUI Arrests
- Major Incidents



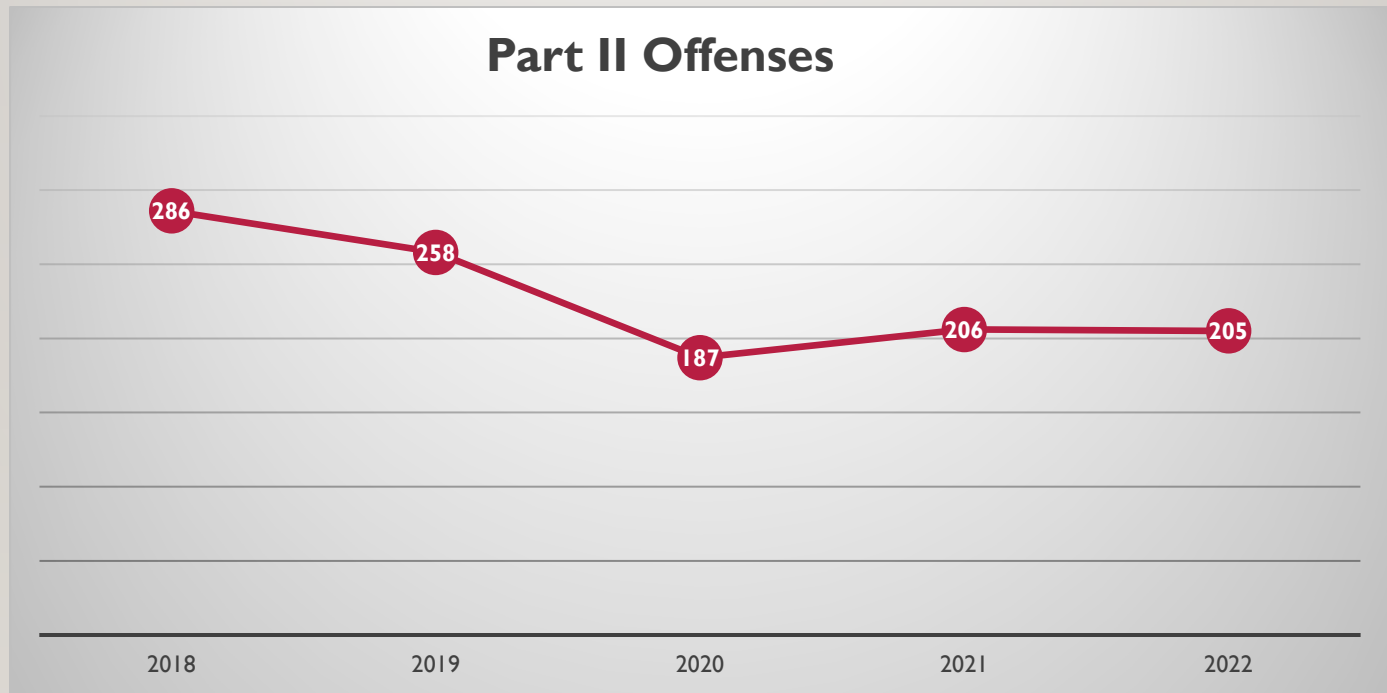
CALLS FOR SERVICE



PART I OFFENSES



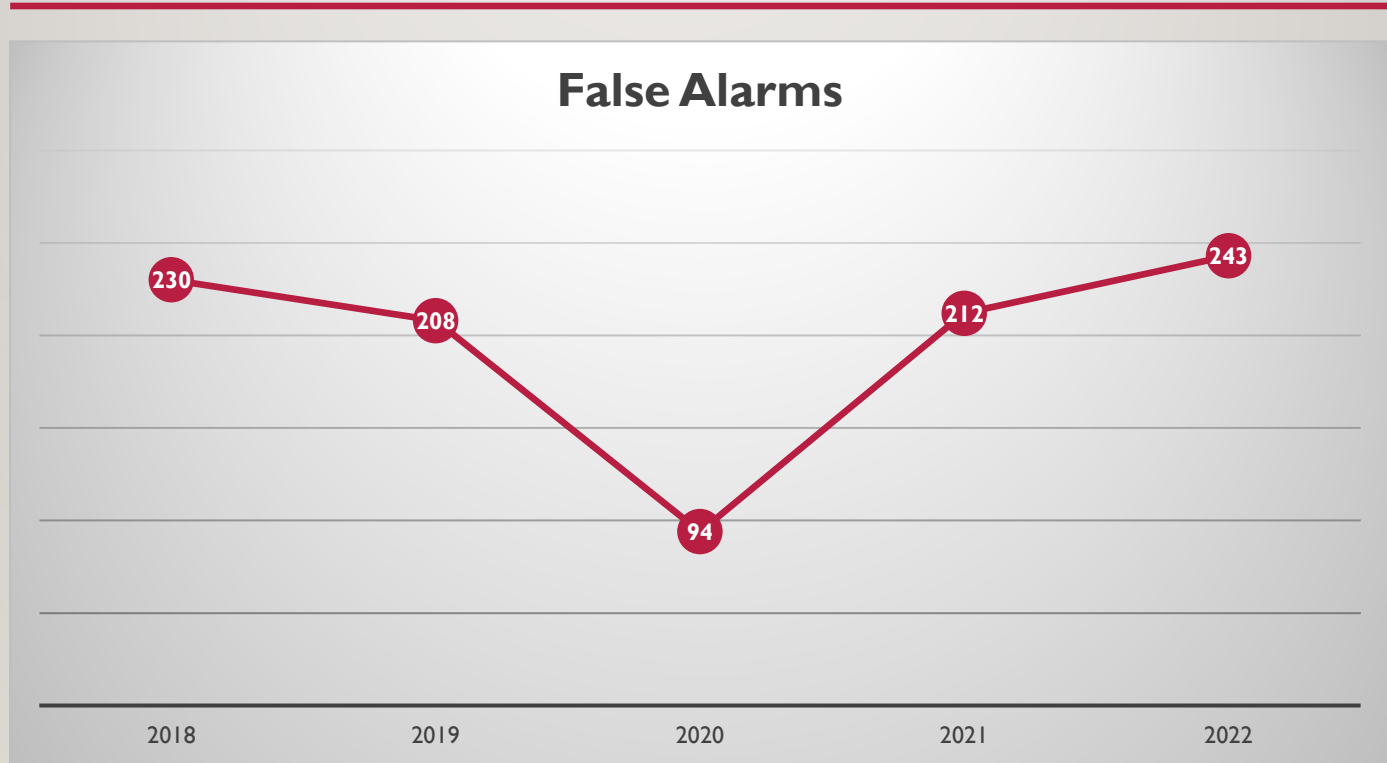
PART II OFFENSES



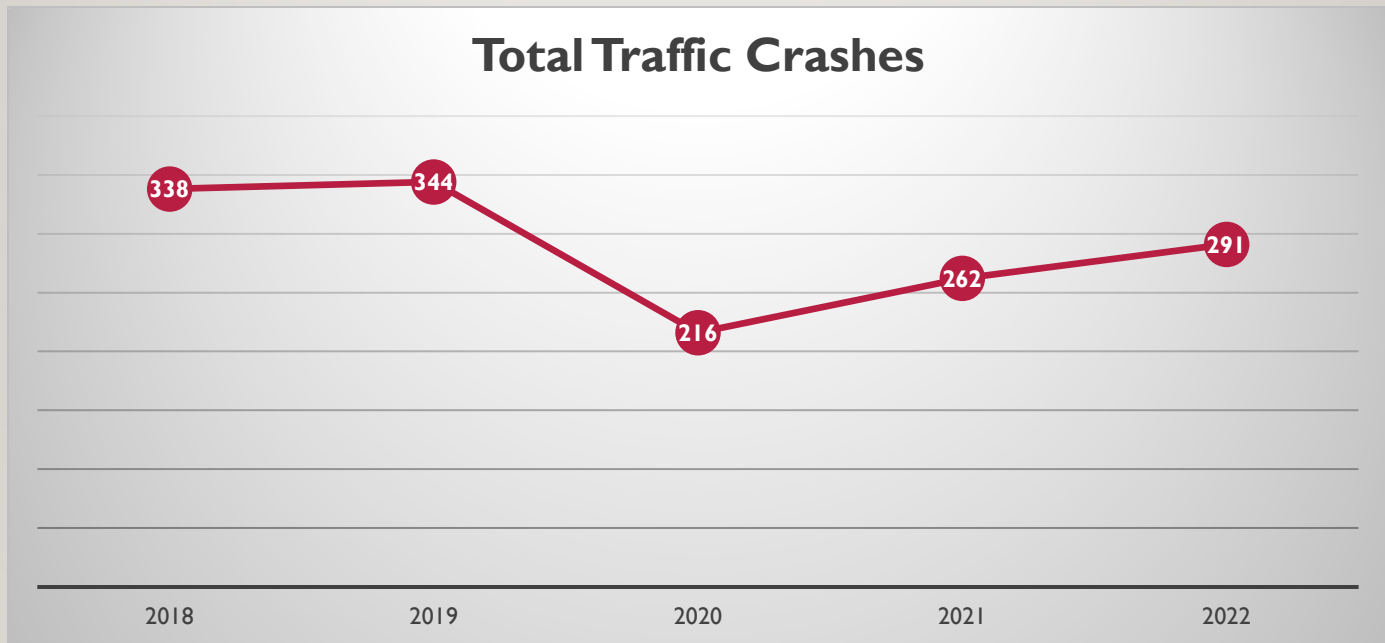
SERVICE CALLS



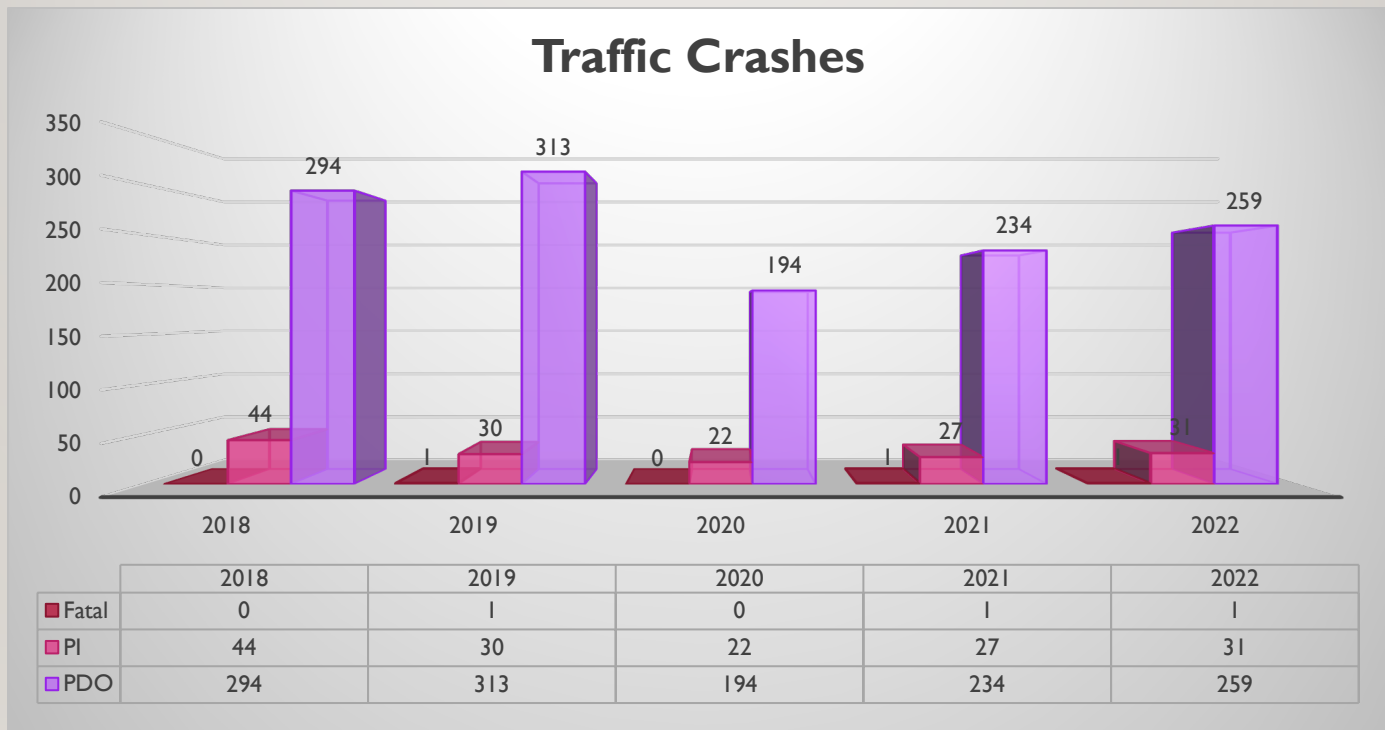
FALSE ALARM RESPONSE



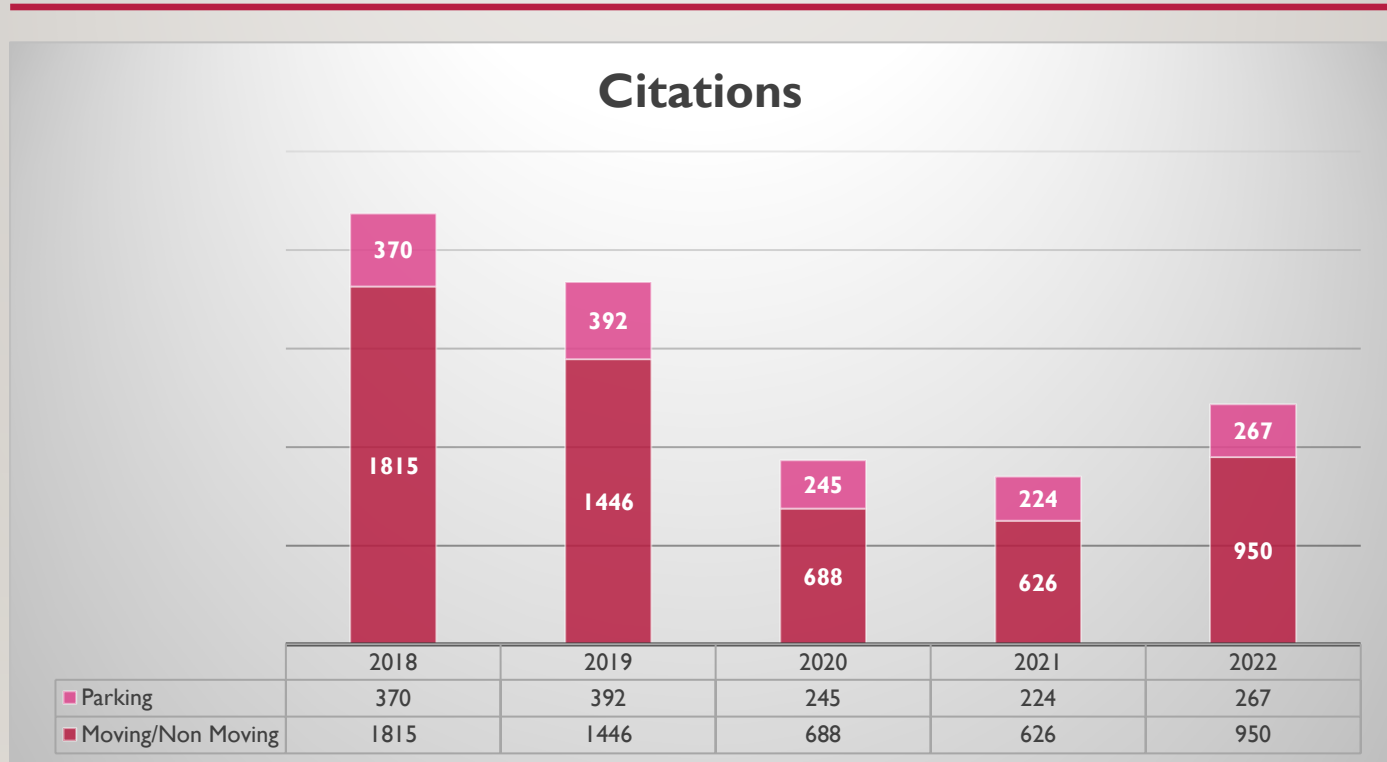
TRAFFIC CRASHES



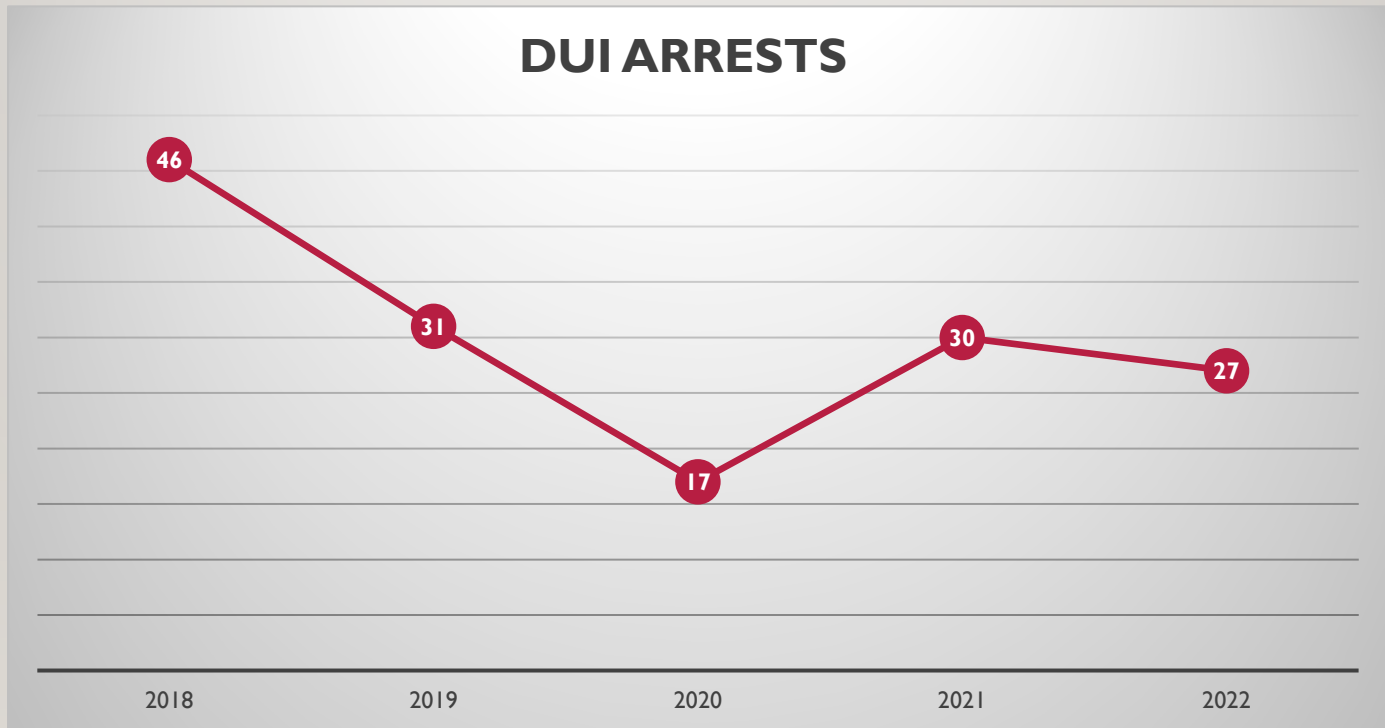
CRASH BREAKDOWN



TRAFFIC ENFORCEMENT



DUI ENFORCEMENT



COMPARISON

- East Dundee
 - 15 Full Time Officers
 - 4,985 Calls for Service
 - 112 Part I Offenses
- West Dundee
 - 21 Full Time Officers (2 Additional Projected)
 - 4,946 Calls for Service
 - 114 Part I Offenses



WORKLOAD

- East Dundee
 - $4,985 \text{ CFS} / 14 \text{ FTE}^* = 356.07 \text{ Calls Per FTE}$
 - 2 FT Officers Down all of 2022
 - 6 PT worked 2100 Hours in 2022 Reported to ILETSB
- West Dundee
 - $4,946 \text{ CFS} / 21 \text{ FTE} = 235.52 \text{ Call Per FTE}$

*EDPD 2022 Authorized Compliment 15 FT, 6 PT



MAJOR INCIDENTS

- Major Injury Traffic Crash- Rt 25
- Aggravated Battery with a Firearm
- Double Fatal Traffic Crash- Rt 72 E of Van Buren
- Aggravated Discharge of Firearm



Memorandum

To: Village President and Board of Trustees

From: Phil Cotter, Director of Public Works

Subject: Discussion of Aerial Treatments for the Spongy Moth

Date: March 6, 2023



Action Requested:

Staff requests Village Board discussion of a proposal from Hendrickson Flying Service, Inc. (Rochelle, IL) for aerial treatments associated with the eradication of spongy moth caterpillars and to provide staff with direction regarding whether to proceed with coordinating aerial treatments in the spring of 2023.

Funding Source:

There are no funds appropriated in the FY 2023 Budget for this program. If the Village Board elects to proceed with aerial treatments, staff proposes to use capital funds for an application in FY 2023 and budget for aerial treatment(s) in SY 2023.

The Illinois Department of Agriculture (IDOA) indicates that since established populations/infestations of the spongy moth have been present in the East Dundee area for over 20 years, the Village is required to manage its own populations/infestations. Therefore, no federal or state funds are available to assist with this proposed eradication program.

Summary:

Spongy moth (*Lymantria dispar*) is a highly destructive forest pest that is capable of feeding on hundreds of different species of trees and plants - most preferably oaks. East Dundee is home to many mature oak trees that are predominantly located on private properties. Last summer staff collected data from 24 traps, provided by the IDOA, to assist with delineating the extent of known infestations in East Dundee. Moths were found in every trap and the count data indicated that there are spongy moth infestations throughout the Terrace and Lakewood Estates neighborhoods.

According to the IDOA, spongy moth caterpillars consume as much leaf tissue as they can, as quickly as they can, to obtain nourishment to become reproducing adults. Spongy moth eggs hatch from early spring to mid-May when temperatures are at/above 60-degrees Fahrenheit. The moth only feeds during the caterpillar stage, which can last seven to ten weeks through

spring and summer and can cause significant damage. If a tree loses more than 50% of its leaves for more than two years in a row, it could be weakened and may not survive. A single caterpillar can consume 11 square feet of vegetation during its lifetime so the presence of millions of caterpillars can severely affect trees and forests.

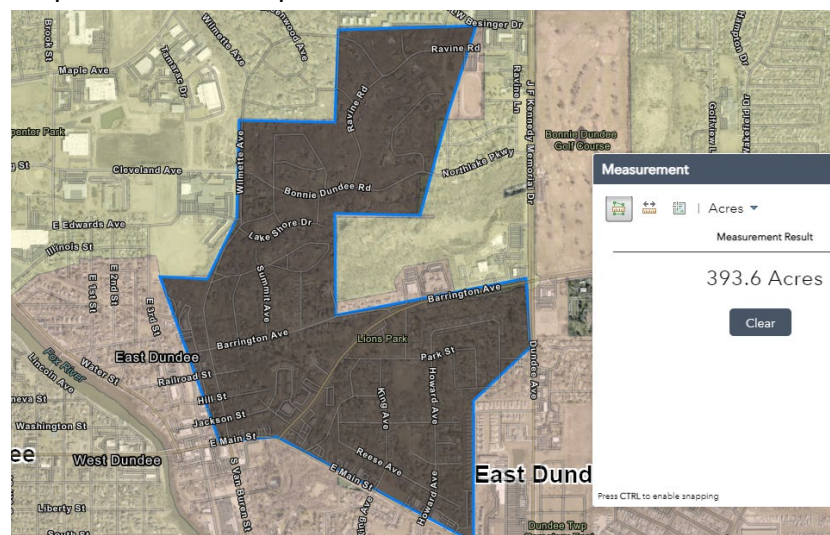
One of the most effective options for treating for the spongy moth is the aerial application of *Bacillus thuringiensis* var. *kurstaki* (Btk), a naturally occurring soil bacteria that interferes with the spongy moth caterpillars' digestive system, which eventually kills the caterpillars. The ideal time to treat is late April or May (depending on leaf and moth development) with the first application, followed by a second application in mid to late May (approximately 7-14 days after the first application). Aerial treatments of Btk is the safest and most selective method of reducing the number of caterpillars and protecting the foliage of host trees. Attached to this memorandum are some general questions/answers associated with the application of Btk for the eradication of spongy moth caterpillars.

Staff solicited a proposal from Hendrickson Flying Service for the aerial application of Btk during the spring of 2023. Two maps of East Dundee were provided as treatment area options – see below. Option #1 targets the areas with documented infestations and Option #2 expands coverage to areas with possible infestations and includes the Flats, downtown, and an area south of IL 72. A summary of costs associated with each treatment area option, as proposed by Hendrickson, is as follows:

Treatment Option #1: 394 acres x \$51.00/acre x 2 treatments = \$40,188.00

Treatment Option #2: 575 acres x \$45.60/acre x 2 treatments = \$52,440.00

Map of Treatment Option #1:



Hendrickson Flying Service indicates that they would need the Village's approval to proceed by mid-March so they can prepare a flight plan, submit the plan to the Federal Aviation Administration (FAA) for approval, and allow the FAA time to review and approve. A public notice is required in advance of any aerial treatment, along with a comprehensive public education of this program. It should be noted that if aerial treatment does occur in 2023, the treatment areas will be subsequently monitored to evaluate the effectiveness of treatment and assess whether follow-up treatment in 2024 is needed (which would be dependent on caterpillar populations).

It is important to note that the vast majority of oak and other trees with spongy moth infestations are located on private properties. If the Village Board opts to not proceed with any treatments, it will be up to private property owners to fund the service on their own. If the direction is to proceed, staff will draft a resolution and place the item on the next agenda for approval.

Staff contacted Dundee Township (Open Space) who indicate that they have not noticed any spongy moth issues on Dundee Township properties – except for the West Dundee cemetery on IL 31. Staff attempted to contact the Villages of West Dundee and Carpentersville to solicit their interest in aerial treatment - neither community responded.

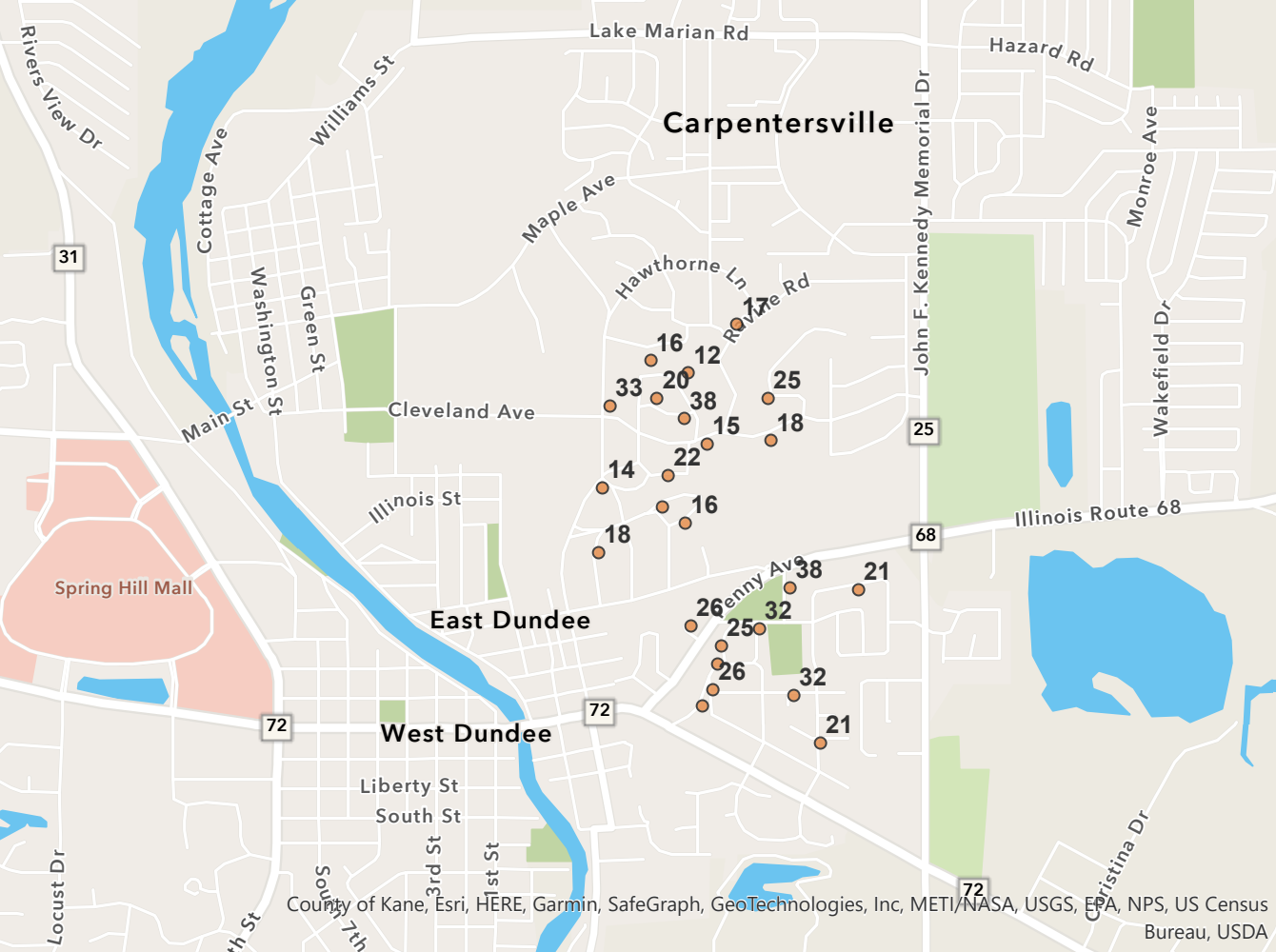
More detailed information on the spongy moth can be found on the Village's [website](#).

Attachment:

2022 Trap Counts

Proposal from Hendrickson Flying Service

Questions & Answers About Using Btk to Control Spongy Moth



**HENDRICKSON FLYING SERVICE, INC.**

21532 Quitno Road
Rochelle, IL 61068
Phone: 815.384.5151
Fax: 815.384.3101

PROPOSAL

PROPOSAL SUBMITTED TO: Philip Cotter, Director of Public Works	TODAY'S DATE: 02/28/2023
PHONE NUMBER: 847-844-1256	JOB NAME: 2023 East Dundee, IL Aerial BTK
ADDRESS, CITY, STATE, ZIP: 120 Barrington Avenue, East Dundee, IL 60118	JOB LOCATION: East Dundee, IL

Hendrickson Flying Service, Inc. (HFS) proposes to furnish material and labor necessary for the completion of:

Two (2) Aerial Applications of Bacillus Thuringiensis Kurstaki (BTK) to combat Spongy Moth infestation in the Village of East Dundee, Illinois (map attached), as specified by Philip Cotter, Director of Public Works. The proposed aerial application operations will be conducted according to the following specifications:

- HFS will use the BTK product Foray 48B (Product label, SDS and OMRI certification included with this proposal) at a rate of 64 fl oz/acre.
- HFS will conduct the operation with a Bell 206 B3 rotor-wing aircraft (helicopter) equipped with an AgNav GPS tracking and guidance system, Isolair spray system, and Micronair nozzles. An application report detailing spray date, applied products, pilot-in-command, etc. will be submitted upon operation completion.
- Prior to aerial application operations, the Village of East Dundee will notify the public of the treatments, informing them of application timing, product, and aircraft to be used, and any other public information deemed suitable. HFS will provide samples of public notice used for previous BTK aerial treatments upon request.
- Prior to aerial application, HFS will draft a congested area plan and submit to the FAA for operation approval. The Village of East Dundee will provide the following documents to be included in the congested area plan prior to its submission to the FAA:
 - Signed/Approved Contract
 - Proof of hire (a PO is acceptable)
 - A copy of public notice
- The first aerial BTK application will occur in late April or May of 2023, depending on leaf and Spongy Moth caterpillar development, with the second and final application occurring 7-14 days later.
- The Village of East Dundee and HFS will agree on an application date at least five (5) days in advance of spray operations. This will allow for appropriate equipment preparation as well as scheduling operations around potential adverse weather conditions.
- For safety reasons, aerial application operations will be conducted at the full discretion of HFS and the pilot-in-command. If conditions arise that are perceived to be detrimental to pilot, crew and/or equipment safety, the safety of those in and around the surrounding area, or to a successful and quality aerial application, HFS reserves the right to cancel or reschedule any and all aerial operations. HFS will work closely with the Village of East Dundee to reschedule operations in a timely and urgent manner as appropriate.
- HFS and its employees are appropriately licensed by the Illinois Department of Agriculture to apply pesticides aerially. Proof of licensure is available upon request.
- A certificate of Liability and Workman's Compensation insurance naming the Village of East Dundee as an additional insured will be provided upon proposal acceptance.
- Please choose a per acre pricing options for aerially applying BTK (note, per acre pricing is for one application. The second required application would be billed at the same per acre fee as the first):
 - **OPTION 1 - If treating 394 acres: \$51.00/acre.** _____ *Initial if choosing this option*
 - **OPTION 2 - If treating 575 acres: \$45.60/acre.** _____ *Initial if choosing this option*

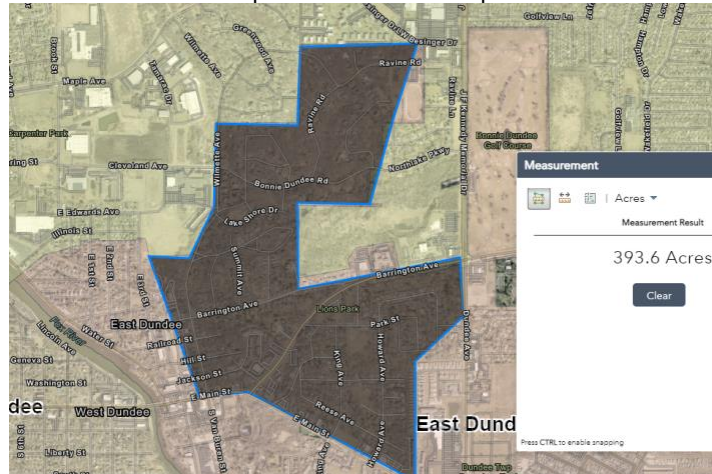


HENDRICKSON FLYING SERVICE, INC.

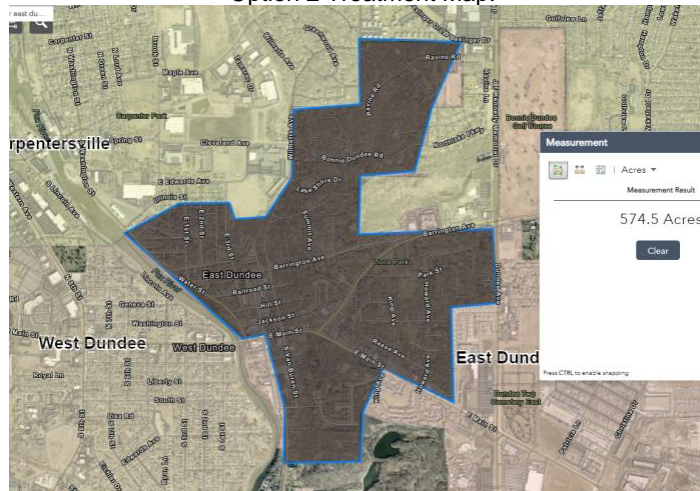
21532 Quitno Road
Rochelle, IL 61068
Phone: 815.384.5151
Fax: 815.384.3101

Village of East Dundee Proposed BTK Treatment Maps

Option 1 Treatment Map:



Option 2 Treatment Map:



H.F.S. proposes to furnish material and labor - complete in accordance with above specifications and per acre fee schedule.

Payment as follows: Payment to be invoiced to and paid by the Village of East Dundee upon completion of the specified aerial application operation. All material and services are guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. H.F.S. to carry liability, comprehensive chemical and all other necessary insurance. All H.F.S. workers are fully covered by Workmen's Compensation Insurance. Accounts overdue beyond 30 days of billing will be charged at an interest rate of 1.5% per annum. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

**Authorized
Signature** _____

**Note: this proposal may be withdrawn by
H.F.S. if not accepted within 30 days.**

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Printed Name _____

Signature _____

Date of Acceptance _____

Q&A'S ABOUT USING BTK TO CONTROL LYMANTRIA DISPAR (GYPSY MOTH)

ILLINOIS DEPARTMENT OF AGRICULTURE, NORTHERN ILLINOIS FIELD OFFICE, DEKALB 815.787.5476



Q: WHAT IS THE LYMANTRIA DISPAR, AND WHY IS IT A PROBLEM?

A: The *Lymantria dispar* is an insect with a big appetite for oaks. Each caterpillar can grow up to 2 inches long and can consume up to 11 square feet of foliage from early May until June. When abundant, caterpillars can



completely defoliate trees. Although healthy trees can survive defoliation, repeated removal of leaves can kill a tree. Older, less vigorous trees suffering from drought can be killed by a single defoliation. Capable of feeding on 500 plants, this pest threatens Illinois forests and suburban landscapes.

Lymantria dispar caterpillars are also a public nuisance in recreational and residential areas that are known for their oaks. The rain of caterpillars and their excrement from treetops can discourage even the heartiest hikers from taking a walk in the park. Some people develop rashes or allergies to caterpillar hairs that float through the air.

Q: WHAT IS BTK, AND HOW DOES IT KILL THE LYMANTRIA DISPAR?

A: Btk, short for *Bacillus thuringiensis* var. *kurstaki*, is a bacterium found naturally on leaves and in the soil. These bacteria are tiny little factories that produce protein crystals that kill specific groups of insects.

When eaten, the protein crystals tear the cells that line the intestine of susceptible insects, causing them to die from bacterial infection. The source of this infection can be the Btk spores in Btk insecticide or any of a number of species of bacteria already present in the insect gut. Death can occur within a few hours to a few weeks after Btk application. The strain commonly known as "kurstaki" is used to produce the *Lymantria dispar* insecticide that kills the caterpillars of various moths and butterflies.



Q: HOW IS BTK INSECTICIDE USED TO KILL LYMANTRIA DISPAR?

A: In Illinois, most Btk applications are applied from aircraft to areas where *Lymantria dispar* threaten trees and the public. A series of two treatments are applied in early May, when caterpillars are small and most susceptible to Btk. Sprays outside of the generally infested area are applied to eliminate isolated populations of moths, thereby slowing the spread of the *Lymantria dispar* infestation through the state. In counties where *Lymantria dispar* is

already established, these sprays are designed to prevent or reduce defoliation and nuisance problems

Btk bacteria do not cause diseases in people, mammals, birds, or fish. Btk insecticide can cause some minor and temporary irritation to exposed skin, eyes, ears, nose, and throat. However, numerous studies of large communities of people exposed to Btk during aerial sprays for *Lymantria dispar* and other caterpillars have repeatedly failed to find any significant adverse risks to the health of the general public.

Btk has safely and successfully used to control *Lymantria dispar* throughout North America for many decades. It is also applied to food crops the day they are harvested; honeybees, ladybugs and other beneficial insects are not affected by Btk.

Q: ISN'T IT BETTER TO "BE SAFE THAN SORRY" AND COMPLETELY AVOID EXPOSURE TO BTK?

A: Most North Americans have already been repeatedly exposed to Btk. Because Btk naturally persists in soil and is also sprayed on many crops (including those that are organically grown), it is likely that most of us have been exposed to Btk during the course of our daily lives. If a person eats fruits and vegetables purchased at a grocery store, he or she has probably already ingested Btk, without any ill effects.



Q: HOW CAN I AVOID EXPOSURE FROM THE EFFECTS OF BTK SPRAY?

A: Despite its record as one of the safest pest control methods available, local residents may choose to minimize their exposure to the Btk spray. To do so, remain indoors at least 10 minutes after the aircrafts have finished spraying. Wait until spray or dew has dried before letting children play outside. If for some reason you come in contact with Btk spray, wash the affected area with soap and water.



Q: WILL BTK SPRAYS KILL OTHER BUTTERFLIES?

A: Yes, but they will not eliminate them. Btk only kills butterflies and moths that are in the caterpillar stage. Most of Illinois' butterflies, including Monarch butterflies, are not in the caterpillar stage until over a month after the aerial spray, when the Btk protein has degraded. The spray does not contaminate the area with Btk bacteria. Furthermore, only small parts of the forest are targeted for spray. Butterflies outside the spray area are not affected.

Q: WILL BTK SPRAYS TAKE THE PAINT OFF MY CAR?

A: No. Some people living in spray areas have reported the presence of a fine dust after the spray, but this easily washes off and does not harm the finish.

For more information please contact the Illinois Department of Agriculture, Northern Field Office, Dekalb

2280 Bethany Road, Dekalb, IL 60115. 815-787-5476



Memorandum



To: Village President and Board of Trustees
CC: Erika Storlie, Village Administrator
From: Brandiss J. Martin, Administrative Services Director
Subject: Abatement Ordinance for Tax Year 2023
Date: March 6, 2023

Action Requested:

Staff recommends Village Board approval of an ordinance authorizing abatement of the tax levy for General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF Revenue Bonds (Route 25 TIF), as well as General Obligation Bonds 2015 and 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois.

Funding Source:

Bond payments are allocated as follows:

Bond Description	Bond Payment Funding Source	Payment Amount
General Obligation Bond 2012A	Prairie Lakes Fund 35 (39.1%) Christina Drive Fund 36 (15.3%) Dundee Crossings Fund 38 (34.2%) Downtown Fund 39 (11.4%)	\$541,456
General Obligation Bond 2012B	Dundee Crossings Fund 38 <ul style="list-style-type: none">• JD Byrider – \$176,364• Village – \$39,372	\$218,262
Limited Obligation Revenue Bond 2012	Route 25 Fund 46	\$137,250
General Obligation Bond 2015	Downtown Fund 39	\$908,600
General Obligation Bond 2016	Downtown Fund 39	\$85,950
TOTAL		\$1,891,518

Summary:

The majority of the Village's debt consists of general obligation bonds which are backed by the Village's ability to levy and collect property taxes. As such, the County automatically levies the required annual debt service, also known as debt payments, directly from East Dundee property owners on the property tax bill.

The Village has historically abated, or cancelled, the property taxes that would otherwise be collected to pay the Village's debt and instead, makes these payments from other revenues.

The attached ordinance commits the Village to paying the debt service from other sources and notifies the county to cease any property tax collection that would otherwise be associated with these payments for the corresponding tax year.

Legislative History:

The Village Board reached a consensus to continue this abatement process during the 2022 tax levy discussion that took place at the December 19, 2022 Village Board meeting.

Attachments:

Ordinance Authorizing Abatement of the Tax Levy for General Obligation Bond 2012A, General Obligation Bond 2012B, 2012 TIF Revenue Bonds (Route 25 TIF), as well as General Obligation Bonds 2015 and 2016 for the Village of East Dundee, Kane and Cook Counties, Illinois.

ORDINANCE NUMBER 23 - _____

ORDINANCE AUTHORIZING ABATEMENT OF THE TAX LEVY FOR GENERAL OBLIGATION BOND 2012A, GENERAL OBLIGATION BOND 2012B, 2012 TIF REVENUE BONDS (ROUTE 25 TIF) and GENERAL OBLIGATION 2015 and GENERAL OBLIGATION 2016 FOR THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of East Dundee, Kane and Cook Counties, Illinois (the “Village”) a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with power and authority to perform any function pertaining to its government and affairs, and

WHEREAS, the President and Board of Trustees of the Village have deemed it to be in the best interest of the Village that certain taxes heretofore levied as hereinafter provided, be abated.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. Abatement of Tax. The taxes levied by Kane and Cook counties for the debt service requirements of General Obligation Bond 2012A in the amount of Five Hundred Forty-One Thousand, Four Hundred Fifty-Six Dollars (\$541,456), General Obligation Taxable Bond 2012B in the amount of Two Hundred Eighteen Thousand, Two Hundred Sixty-Two Dollars (\$218,262), 2012 Limited Obligation Revenue Bond in the amount of One Hundred Thirty-Seven Thousand, Two Hundred and Fifty Dollars (\$137,250), General Obligation 2015 in the amount of Nine Hundred Eight Thousand and Six Hundred Dollars (\$908,600), and General Obligation 2016 in the amount of Eighty Five Thousand and Nine Hundred and Fifty thousand Dollars (\$85,950), for the Village of East Dundee, Kane and Cook counties are hereby abated in their entirety.

Section Two. Filing of Ordinance. Upon adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the Clerk of Cook and Kane Counties, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the stub fiscal year commencing May 1, 2023 and ending December 31, 2023 in accordance with the provisions above.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its passage by the Village Board and signing and approval by the Village President.

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

Section Five. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Six. Publication. This ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this _____ day of _____, 2023, pursuant to a roll call vote as follows:

Trustee	Motion	Second	Ayes	Nays	Absent	Abstain
Sarah Brittin						
Scott Kunze						
Kathleen Mahony						
Andy Sauder						
Tricia Saviano						
Rich Treiber						

Approved by me this _____ day of _____, 2023.

Jeffrey Lynam, President

Published in pamphlet form this _____ day of _____, 2023, under the authority of the President and Board of Trustees.

ATTEST:

Katherine Diehl, Village Clerk

Recorded in the Village Records on _____, 2023.

Memorandum

To: Village President and Board of Trustees

From: Brandiss J. Martin, Administrative Services Director

Subject: Electric Utility Contract for Village Facilities

Date: March 6, 2023



Action Requested:

Staff recommends approval of a resolution authorizing the execution of a 24-month contract between Direct Energy and the Village of East Dundee as a Supplier of Energy for select municipal facilities and infrastructure.

Funding Source:

The following Funds: General, Motor Fuel Tax, and Water/Sewer

Summary:

On April 1, 2019, the Village entered into an agreement with Constellation New Energy (CNE) to act as the Village's sole energy provider for its business accounts, including accounts for 611 E Main Street, the Wastewater Treatment Facility, Water Treatment Facility, Streets Garage, lift stations, water towers, street lights, and electronic sign, from April 2019 to March 2023 at the cost of \$0.0542 per Kilowatt Hour (kwh).

Staff, with the assistance of a broker, solicited and received bids from a number of energy suppliers. Due to their competitive pricing, staff is recommending the Village transition from CNE to Direct Energy as its energy supplier. In the proposed 24-month contract, Direct Energy would provide electricity to the Village at the cost of \$0.06095/kwh, leading to a savings of \$60,292 over the ComEd rate of \$0.09780/kwh. Annually, it is estimated that the electricity accounts covered by the proposed contract would cost \$102,684.77. It should be noted that the electricity supply costs were at historic lows due to low trends in the market as well as COVID-19 and that further reductions in price are unlikely. There are two types of accounts that are not included in by the proposed contract with Direct Energy. Certain types of street lights are eligible for lower electricity supply costs than what can be provided by Direct Energy due to their usage of electricity at nonpeak times. Other accounts, such as for the emergency sirens, Village Hall, and Police Station, are eligible for electricity at no cost due to the Village's franchise agreement with ComEd. Due to the reduction in total energy costs over the life of the

agreement, staff is recommending approval of the proposed 24-month contract with Direct Energy.

**24-month rate is subject to change on a daily basis due to industry market conditions prior to signing of contract.*

Should the current contract expire without a replacement contract with Direct Energy or an alternative supplier, the Village's accounts will revert to the ComEd rate of \$0.09780/kwh leading to an approximate 39% increase in the cost of energy for the accounts covered by the contract.

Attachments:

Resolution

Contract

RESOLUTION NUMBER 23 - ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE VILLAGE OF EAST DUNDEE AND DIRECT ENERGY AS A SUPPLIER OF ENERGY

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of a Contract for Energy between The Village of East Dundee and Direct Energy.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the Village Administrator is hereby authorized and directed to execute the contract between the Village of East Dundee and Direct Energy, a copy of which is attached hereto and made a part hereof.

Section Two. **Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. **Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. **Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

Approved by me this _____ day of _____, 2023.

Jeff Lynam, Village President

Published in pamphlet form this _____ day of _____, 2023, under the authority of the President and Board of Trustees.

ATTEST:

Katherine Diehl, Village Clerk

Recorded in the Village Records on _____, 2023.



This Commodity Master Agreement ("CMA") among **Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business**, (collectively "Seller"), each a Delaware limited liability company, and **VILLAGE OF EAST DUNDEE INC.** ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of March 01, 2023.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation (s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.

3. Term: The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.

4. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.

5. Changes to Purchase Price: In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.

6. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 30 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.

7. Taxes: The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.

8. Disputes: If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

9. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

10. Material Deviation: Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).

11. Force Majeure: Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or

willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: **A.** Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent

practicable, before making the disclosure.

17. Indemnification; Limitation of Liability: **A.** Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. **B.** Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. **C.** NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

Other: **(A)** The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **(B)** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **(C)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy **(D)** Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. **(E)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(F)** Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer's consent. Buyer may not assign this Agreement without Seller's consent not to be unreasonably withheld. **(G)** This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(H)** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(I)** Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. **(J)** Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. **(K)** If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. **(L)** If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

Buyer: VILLAGE OF EAST DUNDEE INC.

Seller:

Direct Energy Business, LLC
Direct Energy Business
Marketing, LLC

By: _____
Name: Erika Storlie
Title: Village Administrator
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

INTERNAL USE ONLY: BOLT ID: 1514638 SFDC ID: 00158960 - TCPower Template FLAT - PJM w/New DR Version 35



Direct Energy Business, LLC
1001 Liberty Avenue Pittsburgh, PA 15222
1.888.925.9115
www.directenergy.com

Date: March 01, 2023
Product Code: PJM_FP_AI_IL
Contract ID: 1514638

CUSTOMER INFORMATION

Customer Name: VILLAGE OF EAST DUNDEE INC.

Contact Name: Erika Storlie

Address: 120 BARRINGTON AVE, EAST DUNDEE, IL,
60118-1311

Telephone: 847-428-4034

Fax:

Email: estorlie@eastdundee.net

Billing Contact:

3rd Party Bill Pay:

Billing Address:

Telephone:

Fax:

Email:

ELECTRICITY TRANSACTION CONFIRMATION - Illinois Fixed Price Classic Unbanded

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated March 01, 2023, as may be amended, (the "CMA"). If the referenced CMA is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such CMA. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: April 01, 2023, and will continue for a term of 24 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

BILL TYPE - SUPPLIER CONSOLIDATED

CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a material deviation has occurred, Contract Quantity shall include the applicable deviation in capacity and transmission tag values and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.

PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

PJM	Value
Energy	Included
Ancillaries	Included
Auction Revenue Rights (ARR)	Included
Capacity	Included
Losses	Included
Marginal Loss Credits	Included
Reliability Must Run	Included
RPS	Included
Transmission	Included
Applicable Taxes	Pass Through

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Auction Revenue Rights (ARR): Entitlements allocated annually to Fixed Transmission Service Customers that entitle the holder to receive an allocation of the revenues from the Annual FTR Auction.

Capacity: The Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).

Exhibit A: The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

Marginal Loss Credit: A credit provided by certain RTOs as a result of an over-collection of funds for transmission and distribution losses.

PJM: The Pennsylvania New Jersey Maryland Interconnection, L.L.C.

Regional Transmission Expansion Plan (RTEP): PJM's Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM's region.

Reliability Must Run (RMR): A unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.

Renewable Portfolio Standard (RPS): A regulation that requires the increased production of energy from renewable energy sources.

Services Fee: The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

Standardized Industrial Code (SIC): A four-digit numerical code assigned by the U.S. government to business establishments to identify the primary business of the establishment.

Transmission: The transportation of energy over high voltage wires from a generator to the Utility.

Utility Defined Loss Factor: Loss Factor as published in applicable utility tariff.

SPECIAL PROVISIONS

1.. As it relates to this Transaction Confirmation, the section of the CMA regarding material deviation shall be deleted in its entirety.

2.. Subject to the Purchase Price section (or the Changes to Purchase Price section, as applicable) of the CMA and Special Provision 3, no adjustments will be made to the Capacity Tag, Capacity Rate or Capacity Scalar components of the Purchase Price for the Delivery Period of this Transaction Confirmation.

3.. **Physical Change in Operation:** The Purchase Price is determined by Customer's historical usage, capacity tag, and transmission tag. If Customer operates on-site generation, battery storage or thermal storage, except where Customer is required to use emergency back-up generation when the Utility is not capable of delivering electricity, or if Customer has a change in facility operations that cause a change in their SIC code and a significant change in daily operations occurs, Seller may either i) adjust the purchase price in a commercially reasonable manner to account for the change in usage caused by such change in operation, or ii) the Parties may mutually agree on a new product structure, through the execution of a new Transaction Confirmation.

4.. If Seller concludes that a change in transmission rate or tag occurs and such change increase Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs.

5.. **Change in Utility Account Numbers:** The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

6.. **Third Party Charges:** Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

7.. Buyer will receive from Seller a monthly invoice following its meter read date for services provided under this Agreement as well as for the Utility delivery service charges, unless Seller is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for Service Location(s) that is initiated by the Utility (in such cases, Buyer will receive separate bills for Seller's charges (as set forth in the Billing and Payment section of the CMA) and for the Utility's charges until such time that the single bill option arrangement is available through Seller and approved by the Utility for the Service Location(s).

8.. **Nature of Service:** Buyer and Seller acknowledge that Seller does not intend to serve customers whose aggregate usage per Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's Service Locations within Utility's service area exceeds 15,000 kWh per year. Upon request Seller, Buyer shall provide evidence sufficient to prove that Buyer's usage within Utility's service area exceeds 15,000 kWh per year. If, at any

time, usage at Buyer's locations within a Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Seller reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Utility's service area]."

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

- ☒ Non-Exempt
☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	VILLAGE OF EAST DUNDEE INC.	Seller:	Direct Energy Business, LLC
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		Contract ID:	1514638
		Internal ID:	00158960

EXHIBIT A PRICING ATTACHMENT

**This Exhibit A is to the Transaction Confirmation dated March 01, 2023 between
DIRECT ENERGY BUSINESS LLC**

and

VILLAGE OF EAST DUNDEE INC.

for a term of 24 Months

Contract ID: 1514638

PJM_FP_AI_IL

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
0007040048	16 n 187 Rt 25	COMED	R73	PJM_WEST	0.3 / 0.2	04/23/2023	6.095	29,267
0297676003	401 Elgin Ave.	COMED	R74	PJM_WEST	78.1 / 97.8	04/23/2023	6.095	691,139
0439016038	441 Barrington	COMED	R73	PJM_WEST	1.0 / 0.9	04/23/2023	6.095	15,534
0861085074	120 Barrington Ave	COMED	R84	PJM_WEST	0.0 / 0.0	04/13/2023	6.095	573
0993068045	1 Hill St	COMED	R73	PJM_WEST	0.7 / 0.8	04/23/2023	6.095	31,882
1099088044	311 Barrington Ave	COMED	R73	PJM_WEST	0.7 / 0.0	04/13/2023	6.095	4,433
1508142006	1 Hill St	COMED	R73	PJM_WEST	1.0 / 1.2	04/23/2023	6.095	10,038
1543051075	209 Prairie Lake Rd	COMED	R73	PJM_WEST	3.2 / 2.9	04/23/2023	6.095	22,912
1720161027	34W011 Fox River Drive	COMED	R73	PJM_WEST	0.2 / 0.1	04/13/2023	6.095	1,803
1731052119	120 Barrington Ave	COMED	R82	PJM_WEST	0.0 / 0.0	04/13/2023	6.095	2,626
1851026117	120 Barrington Ave	COMED	R82	PJM_WEST	0.0 / 0.0	04/13/2023	6.095	3,904
1961102000	401 Dundee Ave.	COMED	R74	PJM_WEST	69.3 / 72.3	04/23/2023	6.095	582,617
2698051108	225 Prairie Lakes Road	COMED	RV2	PJM_WEST	85.9 / 197.4	04/23/2023	6.095	514,185
3093110012	120 Barrington Ave	COMED	R84	PJM_WEST	0.0 / 0.0	04/13/2023	6.095	1,231
3534082019	790 Dundee Ave.	COMED	R73	PJM_WEST	0.5 / 1.5	04/13/2023	6.095	62,389
5085119021	509 Water Street	COMED	R73	PJM_WEST	0.0 / 0.0	04/13/2023	6.095	865
7926517005	14N800 Route 25	COMED	R73	PJM_WEST	0.4 / 0.4	04/13/2023	6.095	2,794
8094762006	120 Barrington Ave	COMED	R72	PJM_WEST	0.5 / 0.5	04/13/2023	6.095	3,760

Total Annual Usage: 1,981,952

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023				39,598	164,438	157,144	156,281	157,207	148,486	153,258	156,322	181,433
2024	203,517	178,044	173,034	157,796	164,438	156,542	156,737	156,850	148,486	153,690	156,328	181,823
2025	203,517	171,924	173,034	112,775								

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null

and void.

Term of Months: **24 Months**

Meter Read Start Date: **April, 2023**

☐ Please aggregate my account onto one invoice

(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By: _____

Date: _____