

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, DECEMBER 18, 2023 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting November 27, 2023 (APPROVE)
 - c. Warrants \$2,020,153.45
 - d. ORDINANCES RELATING TO THE ILLINOIS PAID LEAVE AMENDMENT
 - i. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING THE VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK (PASS)
 - ii. ORDINANCE NO. _____ - AN ORDINANCE EXCLUDING THE VILLAGE OF WILLOWBROOK AS A MUNICIPAL EMPLOYER FROM COVERAGE UNDER THE PAID LEAVE FOR ALL WORKERS ACT AND AMENDING THE VILLAGE CODE TO REQUIRE A FORM OF PAID LEAVE FOR VILLAGE EMPLOYEES (PASS)
 - e. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN DROPCOUNTRY, INC. AND THE VILLAGE OF WILLOWBROOK FOR A WATER UTILITY CUSTOMER PORTAL (ADOPT)
 - f. ORDINANCE NO. _____ - AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2023 AND ENDING APRIL 30, 2024, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
 - g. RESOLUTION NO. _____ - A RESOLUTION ADOPTING A RETIREMENT HEALTHCARE FUNDING PLAN (ADOPT)
 - h. ORDINANCE NO. _____ - AN ORDINANCE AMENDING TITLE 1 ENTITLED "ADMINISTRATIVE" OF CHAPTER 2 ENTITLED "ADMINISTRATION" OF THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO CHAPTER 15 ENTITLED "ADMINISTRATIVE ADJUDICATION OF MUNICIPAL ORDINANCE VIOLATIONS" (PASS)

- i. DUPAGE WATER COMMISSION & CITY OF CHICAGO WATER SUPPLY CONTRACTS
 - i. ORDINANCE NO. _____ - AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS (PASS)
 - ii. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO (ADOPT)
- j. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A MASTER SOFTWARE LICENSE AGREEMENT BY AND BETWEEN DACRA TECH, LLC AND THE VILLAGE OF WILLOWBROOK (ADOPT)
- k. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (ADOPT)
- l. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER FOR THE EXECUTIVE DRIVE FLOOD CONTROL PROJECT AND AWARDED A CONTRACT TO MARTAM CONSTRUCTION, INC. (PASS)
- m. ORDINANCE NO. _____ - AN ORDINANCE AMENDING CHAPTER 6 ENTITLED "PUBLIC WAYS AND PROPERTY" OF TITLE 4 ENTITLED "MUNICIPAL SERVICES", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, BY ADDING THERETO SECTION 4-6-4 ENTITLED "REGULATIONS REGARDING PLANTING OF TREES ON PUBLIC WAYS" (ADOPT)
- n. ORDINANCES ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE FOLLOWING GENERAL OBLIGATION BONDS OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
 - i. ORDINANCE NO. _____ - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
 - ii. ORDINANCE NO. _____ - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE \$8,920,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022A OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

- iii. ORDINANCE NO. _____ - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE \$1,020,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022B OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS(PASS)

NEW BUSINESS

- 6. ORDINANCE NO. _____ - AN ORDINANCE GRANTING A CERTAIN VARIATION FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 638 67th STREET, WILLOWBROOK, ILLINOIS (PASS)
- 7. ORDINANCE NO. _____ - AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," AND SECTION 3-12-19 ENTITLED "HOURS" OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS(PASS)
- 8. VILLAGE FEE AND FINE UPDATE ORDINANCES
 - i. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 3-1A-1 ENTITLED "FEES ENUMERATED" OF CHAPTER 1A ENTITLED "LICENSE FEES" OF TITLE 3 ENTITLED "BUSINESS REGULATIONS AND SECTION 4-2-11 ENTITLED "PERMIT FEES" OF CHAPTER 2 ENTITLED "BUILDING CODE" OF TITLE 4 ENTITLED "MUNICIPAL SERVICES" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
 - ii. ORDINANCE NO. _____ - AN ORDINANCE AMENDING SECTION 3-9-18 ENTITLED "PENALTIES" OF CHAPTER 9 ENTITLED "HOTELS; ROOMING HOUSES" OF TITLE 3 ENTITLED "BUSINESS REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

PRIOR BUSINESS

- 9. TRUSTEE REPORTS
- 10. ATTORNEY'S REPORT
- 11. CLERK'S REPORT
- 12. ADMINISTRATOR'S REPORT
- 13. MAYOR'S REPORT
- 14. EXECUTIVE SESSION
- 15. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, NOVEMBER 27, 2023, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at 6:45 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Chief Financial Officer Lora Flori, Director of Parks and Recreation Dustin Kleefisch, Chief Lauren Kaspar, Deputy Chief Gerard Wodka, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

ABSENT: Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trills asked Deputy Chief Wodka to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

No visitors present.

5. OMNIBUS VOTE AGENDA:

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

- a. Waive Reading of Minutes (Approve)
- b. Minutes – Board of Trustees Regular Meeting November 13, 2023 (APPROVE)
- c. Warrants \$319,459.05
- d. RESOLUTION NO. 23-R-76 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK SETTING THE 2024 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS OF THE MAYOR AND BOARD OF TRUSTEES AND THE SCHEDULE OF REGULAR MEETINGS OF COMMISSIONS AND COMMITTEES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (ADOPT)
- e. RESOLUTION NO. 23-R-77 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LIVING WATERS CONSULTANTS, INC. ("LWC") TO PROVIDE FINAL ENGINEERING SERVICES TO THE VILLAGE OF WILLOWBROOK FOR THE BORSE PARK STREAM AND POND ENHANCEMENTS (ADOPT)

- f. MOTION – A MOTION TO APPROVE AN OFFER OF EMPLOYMENT TO MR. RICHARD VALENT AS DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF WILLOWBROOK (PASS)

Mayor Trills asked the Board if there were any items to be removed from the Omnibus Vote Agenda.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 23-R-78 – A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING, RATIFYING AND CONFIRMING A CONTRACT WITH LEVEL UP RETAIL SERVICES FOR THE INSTALLATION OF FITNESS COURT EQUIPMENT AT MIDWAY PARK (ADOPT)

Director Kleefisch noted that on August 14th, the Board approved the installation of the fitness court equipment at Midway Park through a verified vendor of the National Fitness Campaign (No.23-R-41). That vendor was Dynamic Resources Inc., with a proposal in the amount of \$27,000. Dynamic Resources Inc. was unable to meet the scheduling needs of the project timeline.

Staff reached out to the National Fitness Campaign for another verified vendor. The recommended vendor, Level Up Retail Services, confirmed that they would be able to meet the scheduling needs of the Village and agreed to install the equipment. The installation, however, was now classed as a “cold weather” installation and would be an additional \$2,000, for a new total of \$29,000.

The installation of the fitness court was completed on November 10th. Staff is seeking the approval of an amendment to resolution No.23-R-41 to revise the vendor to Level Up Retail Services and an increase in the payment amount to \$29,000.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to adopt Resolution No. 23-R-78 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

7. RESOLUTION NO. 23-R-79 - A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION 6031-6037 BENTLEY AVENUE – BENTLEY WOODS SUBDIVISION (ADOPT)

Director Krol stated that on April 10, 2023, the Village Board approved Ordinance 23-0-11 for the preliminary plat of subdivision for Bentley Woods to include a lot line adjustment to re-subdivide two (2) single-family residential vacant parcels into eleven (11) parcels including ten single-family residential buildable lots and one stormwater and wetland easement lot.

Based on the review and approval of Christopher Burke Engineering for the final plat of subdivision, staff recommends adopting the resolution.

Mayor Trilla questioned if there was one lot that was not being built on. Director Krol indicated that one lot, with a single-family home, would be sold separately.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution No. 23-R-79 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

8. Borse Park Storm Sewer Improvement Project

- i. RESOLUTION NO. 23-R-80- A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MAURO SEWER CONSTRUCTION, INC. FOR THE BORSE PARK SEWER REPLACEMENT PROJECT (ADOPT)

Foreman Passero asked for Board approval for two contracts for the Borse Park Storm Sewer Improvement project: Mauro Construction Company for the replacement portion and National Power Rodding for the storm sewer lining portion of the project.

The main storm lines consist of two different materials, corrugated metal pipe (CMP) and reinforced concrete pipe (RCP). There is a total of 590' of corrugated metal pipe, of which 205' has deteriorated past the point where it is compatible with the installation of an interior liner. Staff received seven competitive bids for the replacement of the corrugated metal pipe, opened on November 6th. The lowest responsible bid, from Mauro Sewer Construction, was \$68,875.

The remaining 385' feet of corrugated pipe are suitable for lining. Lining the storm sewer line, as opposed to replacing it, requires considerably less excavation and restoration, which in turn lowers the overall cost of the project. Four competitive bids were received for the lining project, opened on November 13th. National Power Rodding bid of \$69,050 was the lowest responsible bid.

Staff budgeted a total of \$184,160 for the storm sewer improvement portion of the Borse Park Improvement Project. For the lining portion, \$108,640 was budgeted. The National Power Rodding bid of \$69,050 will realize savings of \$39,590. For the replacement pipe, \$75,520 was budgeted. The Mauro Construction bid of \$68,875 will result in \$6,645 savings. Total overall savings of \$46,235 will be realized for the storm sewer lining and replacement portions of the project.

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adopt Resolution No. 23-R-80 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

ii. RESOLUTION NO. 23-R-81 - A RESOLUTION DECLARING THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AND APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH NATIONAL POWER RODDING CORPORATION FOR THE BORSE PARK STORM SEWER LINING PROJECT (ADOPT)

MOTION: Made by Trustee Neal and seconded by Trustee Mistele to adopt Resolution No. 23-R-81 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

9. RESOLUTION NO. 23-R-82 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ESTIMATING THE PROPERTY TAXES TO BE LEVIED FOR THE 2023 PROPERTY TAX LEVY (PASS)

Chief Financial Officer Flori explained that, beginning in FY2006, the Board levied Special Recreation Tax as an alternative to funding certain Parks and Recreation expenditures from revenue sources of the General Fund. The Special Recreation Tax Levy funds eligible expenditures to ensure that the Village is compliant with the Americans with Disabilities Act (ADA). The following expenditures are funded by the Special Recreation Tax Levy:

- Village of Willowbrook's current membership in the Gateway Special Recreation Association through August 2024 and its membership in the Southeast Association for Special Parks and Recreation (SEASPAR) beginning in September 2024.
- Expenditures in assisting recreation participants requiring ADA accommodations, such as one-on-one aides.
- Improvement to Village parks and playgrounds to provide better accessibility.

The proposed Special Recreation Tax Levy for 2023 is \$71,133, which is a 2.5% decrease from the prior year's requested tax levy. All property taxes collected are restricted to being used on special recreation activities.

Following the passage of the tax levy estimate, a 20-day waiting period is required per Illinois statute prior to adopting the tax levy. Village staff will present the ordinance to adopt the Special Recreation Tax Levy at the December 18, 2023 Village Board meeting.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adopt Resolution No. 23-R-82 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal read a note received from resident Jim Werley praising the traffic light at 67th Street and Clarendon Hills Road. As an avid bike rider, he feels this light was so necessary and noted that the rush hour can now be navigated. Mayor Trilla agreed with the resident.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hahn had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran shared a milestone for the Finance department. A few years ago, when the Village began working with Lauterbach & Amen, one of the goals was to become a "triple crown community", meaning three certificates of achievement in financial planning had been received from the Government Finance Officers Association (GFOA). Historically the Village has received two awards, the Certificate of Achievement for Excellence in Financial Reporting, and the Distinguished Budget Presentation Award. The third award received,

making the Village a triple crown winner, is the Popular Annual Financial Reporting Award.

In 2021, 30 communities in the state of Illinois received this. GFOA will not announce the full release of the 2021-2022 awards until spring of 2024. Congratulations to Chief Financial Officer Flori and her team.

Mayor Trilla also thanked Ms. Flori and her team for all their hard work. He noted that this is another sign that the Village continues to move in the right direction.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

5 ILCS 120/2(c)(1) - The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees.

5 ILCS 120/2(c)(11) - Active Litigation.

5 ILCS 120/2(c)(5)- The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether particular parcel should be acquired.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 7:07 p.m. and move to Executive Session.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

16. ADJOURNMENT

Regular meeting adjourned and the Board moved into Executive Session.

PRESENTED, READ, and APPROVED.

_____, 2023.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

December 18, 2023

GENERAL CORPORATE FUND	-----	\$	314,940.20
WATER FUND	-----	\$	231,059.98
SSA ONE BOND & INTEREST FUND	-----	\$	267,550.00
CAPITAL PROJECT FUND	-----	\$	391,512.61
DEBT SERVICE FUND	-----	\$	275,445.50
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	9,644.66
17 SERIES 2022 BOND	-----	\$	530,000.50
TOTAL WARRANTS	-----	\$	2,020,153.45

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
11/29/2023	APCH	101143	WILLIAM & AYLEEN ABRAMOWICZ	COMM. DEV. BOND & DEPOSITS PAYABLE	210-109	00	4,500.00
11/29/2023	APCH	101145	PEEK A BOO FACE PAINTING LLC	COMMUNITY EVENTS	585-522	20	270.00
11/29/2023	APCH	101146	RECORD-A-HIT ENTERTAINMENT	COMMUNITY EVENTS	585-522	20	1,000.00
12/01/2023	APCH	344 (E) *#	WEX BANK	FUEL/MILEAGE/WASH	455-303	10	261.49
				FUEL/MILEAGE/WASH	630-303	30	5,553.84
				FUEL/MILEAGE/WASH	710-303	35	1,765.59
				FUEL/MILEAGE/WASH	810-303	40	2.00
				CHECK APCHK 344 (E) TOTAL FOR FUND 01:			7,582.92
12/05/2023	APCH	101147#	PETTY CASH OR CASH	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	120.00
				OFFICE SUPPLIES	455-301	10	3.26
				PUBLIC RELATIONS	475-365	10	68.00
				ACTIVE ADULT PROGRAM	590-517	20	150.00
				ACTIVE ADULT PROGRAM	590-517	20	135.00
				ACTIVE ADULT PROGRAM	590-517	20	121.00
				ACTIVE ADULT PROGRAM	590-517	20	195.00
				FUEL/MILEAGE/WASH	630-303	30	50.00
				OPERATING EQUIPMENT	630-401	30	7.53
				OFFICE SUPPLIES	710-301	35	60.72
				MAINTENANCE - VEHICLES	735-409	35	27.42
				FEES/DUES/SUBSCRIPTIONS	810-307	40	4.00
				CHECK APCHK 101147 TOTAL FOR FUND 01:			941.93
12/07/2023	APCH	101148	SARAH'S PONY RIDES INC	COMMUNITY EVENTS	585-522	20	1,550.00
12/18/2023	APCH	101149	911 TECH, INC.	EDP LICENSES	640-263	30	1,350.00
12/18/2023	APCH	101150#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	789.17
				INTERNET/WEBSITE HOSTING	460-225	10	122.16
				INTERNET/WEBSITE HOSTING	640-225	30	3,063.74
				INTERNET/WEBSITE HOSTING	715-225	35	122.16
				INTERNET/WEBSITE HOSTING	715-225	35	122.16
				INTERNET/WEBSITE HOSTING	715-225	35	122.22
				INTERNET/WEBSITE HOSTING	715-225	35	122.16
				CHECK APCHK 101150 TOTAL FOR FUND 01:			4,463.77
12/18/2023	APCH	101151	ALAN F. FRIEDMAN, PHD	PERSONNEL RECRUITMENT	630-131	30	828.75
12/18/2023	APCH	101152	ALPINE BANQUETS	ACTIVE ADULT PROGRAM	590-517	20	500.00
12/18/2023	APCH	101153	AMERICAN LEGAL PUBLISHING	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	572.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/18/2023	APCH	101154	ANN CONRAD	REIMBURSEMENTS - TREE PLANTING	310-910	00	100.00
12/18/2023	APCH	101155#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	168.84
				PHONE - TELEPHONES	630-201	30	2,011.47
				TELEPHONES	710-201	35	285.31
				CHECK APCHK 101155 TOTAL FOR FUND 01:			2,465.62
12/18/2023	APCH	101156#	B & E AUTO REPAIR & TOWING	OTHER RECEIPTS	310-913	00	250.00
				MAINTENANCE - BUILDING	630-228	30	827.24
				CHECK APCHK 101156 TOTAL FOR FUND 01:			1,077.24
12/18/2023	APCH	101157	BANNERVILLE USA INC	COMMUNITY EVENTS	585-522	20	265.50
12/18/2023	APCH	101158	BENJAMIN KADOLPH	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	163.24
12/18/2023	APCH	101159	BESTWAY CHARTER TRANSPORTATION,	ACTIVE ADULT PROGRAM	590-517	20	895.00
12/18/2023	APCH	101160	BILL KAY CHEVROLET	MAINTENANCE - BUILDING	630-228	30	200.00
				MAINTENANCE - BUILDING	630-228	30	636.98
				MAINTENANCE - BUILDING	630-228	30	200.00
				MAINTENANCE - BUILDING	630-228	30	200.00
				MAINTENANCE - BUILDING	630-228	30	237.33
				MAINTENANCE - BUILDING	630-228	30	200.00
				MAINTENANCE - BUILDING	630-228	30	200.00
				CHECK APCHK 101160 TOTAL FOR FUND 01:			1,874.31
12/18/2023	APCH	101161	BLACK GOLD SEPTIC	MAINTENANCE	725-410	35	425.00
12/18/2023	APCH	101162	BROADWAY IN CHICAGO	ACTIVE ADULT PROGRAM	590-517	20	2,604.00
12/18/2023	APCH	101163*#	CALLAHAN PLUMBING & IRRIGATION	MAINTENANCE - BUILDING	466-228	10	410.00
12/18/2023	APCH	101165	CHICAGO DRONE LIGHT SHOWS, INC.	COMMUNITY EVENTS	585-522	20	15,000.00
12/18/2023	APCH	101166	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	810-302	40	791.00
12/18/2023	APCH	101167	CHOICE SCREEENING	PERSONNEL RECRUITMENT	455-131	10	27.00
12/18/2023	APCH	101168*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	268.50
				ENGINEERING SERVICES	820-262	40	357.00
				ENGINEERING SERVICES	820-262	40	501.50
				ENGINEERING SERVICES	820-262	40	1,074.00
				ENGINEERING SERVICES	820-262	40	382.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				CHECK APCHK 101168 TOTAL FOR FUND 01:			2,583.00
12/18/2023	APCH	101169	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	2,586.45
				ENGINEERING SERVICES	820-262	40	475.01
				ENGINEERING SERVICES	820-262	40	537.00
				ENGINEERING SERVICES	820-262	40	699.96
				ENGINEERING SERVICES	820-262	40	573.75
				CHECK APCHK 101169 TOTAL FOR FUND 01:		4,872.17	
12/18/2023	APCH	101170	CLASS ACT	COMMUNITY EVENTS	585-522	20	2,760.00
12/18/2023	APCH	101171	COLLEGE OF DUPAGE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	225.00
12/18/2023	APCH	101172#	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	235.71
				INTERNET/WEBSITE HOSTING	715-225	35	344.85
				CHECK APCHK 101172 TOTAL FOR FUND 01:			
12/18/2023	APCH	101173#	COMED	RED LIGHT - ADJUDICATOR	630-246	30	0.75
				RED LIGHT - ADJUDICATOR	630-246	30	0.65
				ENERGY - STREET LIGHTS	745-207	35	1,064.02
				ENERGY - STREET LIGHTS	745-207	35	32.53
				ENERGY - STREET LIGHTS	745-207	35	1,432.90
				CHECK APCHK 101173 TOTAL FOR FUND 01:		2,530.85	
12/18/2023	APCH	101174	DUPAGE CNTY CHIEFS OF POL.ASSN.	FEES/DUES/SUBSCRIPTIONS	630-307	30	825.00
12/18/2023	APCH	101175#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	185.46
				SANITARY (825 MIDWAY)	570-250	20	48.49
				SANITARY (825 MIDWAY)	570-250	20	34.20
				SANITARY (825 MIDWAY)	570-250	20	10.18
				SANITARY (7760 QUINCY)	630-250	30	201.84
				SANITARY USER CHARGE	725-417	35	17.41
				CHECK APCHK 101175 TOTAL FOR FUND 01:		497.58	
12/18/2023	APCH	101177*#	FALCO'S LANDSCAPING INC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,695.00
				STREET IMPROVEMENTS	765-685	35	3,705.00
				CHECK APCHK 101177 TOTAL FOR FUND 01:		8,400.00	
12/18/2023	APCH	101178	FEDERAL EXPRESS CORP.	PRINTING & PUBLISHING	550-302	20	102.46
12/18/2023	APCH	101179	FIRE CONTROL, INC	MAINTENANCE - BUILDING	630-228	30	950.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/18/2023	APCH	101180	FIRST STUDENT, INC.	COMMUNITY EVENTS	585-522	20	196.30
12/18/2023	APCH	101181	FOSTER & FOSTER, INC.	AUDIT SERVICES	620-251	25	3,200.00
12/18/2023	APCH	101182*#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	630-228	30	164.00
12/18/2023	APCH	101183	FRANKOVELGIA KYM	ACTIVE ADULT PROGRAM	590-517	20	300.00
12/18/2023	APCH	101184	FSS TECHNOLOGIES LLC	MAINTENANCE - BUILDING	466-228	10	475.00
12/18/2023	APCH	101186*#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	15,328.38
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	90.30
				LIFE INSURANCE - COMMISSIONERS	435-148	07	28.00
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	5,898.25
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	93.10
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	2,594.18
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	43,172.31
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,841.87
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	5,876.09
				CHECK APCHK 101186 TOTAL FOR FUND 01:			76,922.48
12/18/2023	APCH	101187*#	GTO SEALCOATING & PAVING	MAINTENANCE	725-410	35	2,200.00
12/18/2023	APCH	101188	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	630-201	30	75.00
12/18/2023	APCH	101191	HOUSEAL LAVIGNE ASSOCIATES LLC	SPECIAL PROJECTS	810-305	40	1,577.50
12/18/2023	APCH	101193	IL ASSN. CHIEFS OF POLICE	FEES/DUES/SUBSCRIPTIONS	630-307	30	150.00
12/18/2023	APCH	101195	IL FIRE & POLICE COMM. ASSN.	FEES/DUES/SUBSCRIPTIONS	435-307	07	400.00
12/18/2023	APCH	101196	ILLINOIS DEPT. OF TRANSPORTATION	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	1,929.63
12/18/2023	APCH	101197	ILLINOIS MUNICIPAL LEAGUE	FEES/DUES/SUBSCRIPTIONS	410-307	05	1,030.00
12/18/2023	APCH	101198#	KEVRON PRINTING & DESIGN INC	OFFICE SUPPLIES	710-301	35	49.10
				OFFICE SUPPLIES	810-301	40	458.97
				CHECK APCHK 101198 TOTAL FOR FUND 01:			508.07
12/18/2023	APCH	101199	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
				FUEL/MILEAGE/WASH	630-303	30	300.00
				CHECK APCHK 101199 TOTAL FOR FUND 01:			600.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/18/2023	APCH	101201#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	810-315	40	150.00
				CHECK APCHK 101201 TOTAL FOR FUND 01:			600.00
12/18/2023	APCH	101202	LA FASTENERS INC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	21.59
12/18/2023	APCH	101204*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,540.00
12/18/2023	APCH	101205	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	13,115.54
				FEES - VILLAGE ATTORNEY	470-239	10	6.70
				FEES - VILLAGE ATTORNEY	470-239	10	110.00
				FEES - VILLAGE ATTORNEY	470-239	10	452.00
				CHECK APCHK 101205 TOTAL FOR FUND 01:			13,684.24
12/18/2023	APCH	101206	LIVING WATERS CONSULTANTS	CONTINGENCIES	490-799	10	2,500.00
12/18/2023	APCH	101207	LOMAR CODE ENFORCEMENT	CODE ENFORCE INSPECTION	830-119	40	1,440.00
12/18/2023	APCH	101208	LORI RINELLA	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	21.22
12/18/2023	APCH	101209	MALLON AND ASSOCIATES, INC.	CONTINGENCIES	490-799	10	2,500.00
12/18/2023	APCH	101213#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	1,222.50
				MAINTENANCE - BUILDING	466-228	10	16,632.00
				MAINTENANCE - EQUIPMENT	570-411	20	640.00
				MAINTENANCE - BUILDING	630-228	30	1,222.50
				CHECK APCHK 101213 TOTAL FOR FUND 01:			19,717.00
12/18/2023	APCH	101214	NATIONAL ASSOC OF FIRE INVESTIGA	FEES/DUES/SUBSCRIPTIONS	630-307	30	55.00
12/18/2023	APCH	101215#	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	185.80
				NICOR GAS (825 MIDWAY)	570-235	20	168.94
				NICOR GAS (7760 QUINCY)	630-235	30	433.62
				NICOR GAS	725-415	35	276.35
				CHECK APCHK 101215 TOTAL FOR FUND 01:			1,064.71
12/18/2023	APCH	101217	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	160.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	75.00
				CHECK APCHK 101217 TOTAL FOR FUND 01:			235.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/18/2023	APCH	101218#	NOVOTNY ENGINEERING	CONTINGENCIES	490-799	10	630.00
				CONTINGENCIES	490-799	10	720.00
				STREET IMPROVEMENTS	765-685	35	2,697.50
				CHECK APCHK 101218 TOTAL FOR FUND 01:			4,047.50
12/18/2023	APCH	101219	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	455-131	10	267.00
12/18/2023	APCH	101220#	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	7,325.75
				EDP EQUIPMENT/SOFTWARE	640-212	30	2,843.00
				CHECK APCHK 101220 TOTAL FOR FUND 01:			10,168.75
12/18/2023	APCH	101221	PARAMOUNT THEATRE	ACTIVE ADULT PROGRAM	590-517	20	570.00
12/18/2023	APCH	101222	POLICE LAW INSTITUTE	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	480.00
12/18/2023	APCH	101223	PORTER LEE CORPORATION	OPERATING EQUIPMENT	630-401	30	82.36
12/18/2023	APCH	101224	QUADIENT LEASING USA, INC.	POSTAGE & METER RENT	455-311	10	707.49
12/18/2023	APCH	101225	QUIK IMPRESSIONS GROUP	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	2,570.00
				POSTAGE & METER RENT	455-311	10	3,043.91
				CHECK APCHK 101225 TOTAL FOR FUND 01:			5,613.91
12/18/2023	APCH	101226	RATHS, RATHS & JOHNSON, INC.	ENGINEERING SERVICES	820-262	40	1,038.00
				ENGINEERING SERVICES	820-262	40	1,409.50
				CHECK APCHK 101226 TOTAL FOR FUND 01:			2,447.50
12/18/2023	APCH	101227	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	280.35
				OPERATING EQUIPMENT	630-401	30	35.96
				OPERATING EQUIPMENT	630-401	30	25.56
				OPERATING EQUIPMENT	630-401	30	124.99
				OPERATING EQUIPMENT	630-401	30	289.50
				CHECK APCHK 101227 TOTAL FOR FUND 01:			756.36
12/18/2023	APCH	101228	READY REFRESH	WELLNESS	480-276	10	176.38
12/18/2023	APCH	101229	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	349.76
12/18/2023	APCH	101230	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,841.84
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	2,895.10
				CHECK APCHK 101230 TOTAL FOR FUND 01:			4,736.94

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
12/18/2023	APCH	101231	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	151.00
12/18/2023	APCH	101232#	SEMMER LANDSCAPE	LANDSCAPE MAINTENANCE SERVICES	565-342	20	10,151.87
				ROUTE 83 BEAUTIFICATION	755-281	35	10,151.88
				CHECK APCHK 101232 TOTAL FOR FUND 01:			20,303.75
12/18/2023	APCH	101233	SIKICH LLP	AUDIT SERVICES	620-251	25	20,000.00
				AUDIT SERVICES	620-251	25	4,000.00
				CHECK APCHK 101233 TOTAL FOR FUND 01:			24,000.00
12/18/2023	APCH	101234*#	TAMELING GRADING	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,070.00
12/18/2023	APCH	101236	THE BLUE LINE	PERSONNEL RECRUITMENT	630-131	30	597.00
12/18/2023	APCH	101237	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	2,112.50
				FEES - FIELD COURT ATTORNEY	630-241	30	2,200.00
				FEES - FIELD COURT ATTORNEY	630-241	30	2,506.25
				CHECK APCHK 101237 TOTAL FOR FUND 01:			6,818.75
12/18/2023	APCH	101238	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	430.00
				ELEVATOR INSPECTION	830-117	40	86.00
				CHECK APCHK 101238 TOTAL FOR FUND 01:			516.00
12/18/2023	APCH	101239	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	216.21
12/18/2023	APCH	101241	TKB ASSOCIATES INC	DOCUMENT STORAGE/SCANNING	460-267	10	3,600.00
12/18/2023	APCH	101242	TRANSUNION RISK AND ALTERNATIVE	FEES/DUES/SUBSCRIPTIONS	630-307	30	75.00
12/18/2023	APCH	101243	ULTIMATE RENTAL SERVICES, INC	COMMUNITY EVENTS	585-522	20	3,877.40
12/18/2023	APCH	101247	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	466-228	10	325.48
12/18/2023	APCH	101248	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
12/18/2023	APCH	101249#	WILLOWBROOK FORD INC.	BUILDING PERMITS	310-401	00	2,038.00
				MAINTENANCE - BUILDING	630-228	30	269.90
				CHECK APCHK 101249 TOTAL FOR FUND 01:			2,307.90
12/18/2023	APCH	101250#	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	40.00
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	40.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				SCHOOLS/CONFERENCES/TRAVEL	410-304	05	40.00
				OFFICE SUPPLIES	455-301	10	40.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	40.00
				SCHOOLS/CONFERENCES/TRAVEL	455-304	10	40.00
				SCHOOLS/CONFERENCES/TRAVEL	550-304	20	40.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	40.00
				SCHOOLS/CONFERENCES/TRAVEL	630-304	30	40.00
				SCHOOLS/CONFERENCES/TRAVEL	810-304	40	40.00
				CHECK APCHK 101250 TOTAL FOR FUND 01:			400.00
12/18/2023	APCH	346(E)#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	399.79
				OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	19.99
				OFFICE SUPPLIES	630-301	30	1,032.67
				OFFICE SUPPLIES	630-301	30	(336.42)
				OFFICE SUPPLIES	630-301	30	(36.99)
				OFFICE SUPPLIES	710-301	35	20.18
				OFFICE SUPPLIES	710-301	35	(20.18)
				OFFICE SUPPLIES	810-301	40	57.44
				CHECK APCHK 346(E) TOTAL FOR FUND 01:			1,136.48
				Total for fund 01 GENERAL FUND			314,940.20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
12/01/2023	APCH	344 (E) *#	WEX BANK	FUEL/MILEAGE/WASH	401-303	50	526.09
12/18/2023	APCH	101163*#	CALLAHAN PLUMBING & IRRIGATION	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	325.00
12/18/2023	APCH	101164	CARROLL CONSTRUCTION SUPPLY	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	122.16
12/18/2023	APCH	101168*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	405-245	50	358.00
12/18/2023	APCH	101177*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,185.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,625.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,750.00
				STREET IMPROVEMENTS SERVICES	430-281	50	4,875.00
				STREET IMPROVEMENTS SERVICES	430-281	50	5,375.00
				CHECK APCHK 101177 TOTAL FOR FUND 02:			24,810.00
12/18/2023	APCH	101185	GBJ SALES, LLC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	596.00
12/18/2023	APCH	101186*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	4,695.62
				HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,105.92
				CHECK APCHK 101186 TOTAL FOR FUND 02:			5,801.54
12/18/2023	APCH	101187*#	GTO SEALCOATING & PAVING	STREET IMPROVEMENTS SERVICES	430-281	50	2,600.00
12/18/2023	APCH	101189*#	HINSDALE NURSERIES, INC.	STREET IMPROVEMENTS SERVICES	430-281	50	(48.00)
12/18/2023	APCH	101192	IANNANTONE, CHRISTINE	CUSTOMER OVERPAYMENT	280-135	00	354.26
12/18/2023	APCH	101194	IL ENVIRONMENTAL PROTECTION AGEN	INTEREST - IEPA LOAN	449-105	50	5,823.48
				PRINCIPAL - IEPA LOAN	449-106	50	21,400.62
				CHECK APCHK 101194 TOTAL FOR FUND 02:			27,224.10
12/18/2023	APCH	101200	KLOEPFER CONSTRUCTION, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,040.00
12/18/2023	APCH	101204*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,360.00
12/18/2023	APCH	101211	METROPOLITAN INDUSTRIES INC	PHONE - TELEPHONES	401-201	50	138.00
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	138.00
				CHECK APCHK 101211 TOTAL FOR FUND 02:			276.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
12/18/2023	APCH	101212	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,839.00
12/18/2023	APCH	101216	NJ RYAN TREE & LANDSCAPE LLC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,170.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,685.00
				CHECK APCHK 101216 TOTAL FOR FUND 02:			7,855.00
12/18/2023	APCH	101234*#	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,495.00
				STREET IMPROVEMENTS SERVICES	430-281	50	3,416.05
				CHECK APCHK 101234 TOTAL FOR FUND 02:			7,911.05
12/18/2023	APCH	101235	TAMELING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,019.36
				STREET IMPROVEMENTS SERVICES	430-281	50	462.60
				STREET IMPROVEMENTS SERVICES	430-281	50	602.21
				STREET IMPROVEMENTS SERVICES	430-281	50	500.40
				CHECK APCHK 101235 TOTAL FOR FUND 02:			2,584.57
12/18/2023	APCH	101244	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	260.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	190.00
				CHECK APCHK 101244 TOTAL FOR FUND 02:			450.00
12/18/2023	APCH	101245	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50	552.83
				POSTAGE & METER RENT	401-311	50	833.08
				CHECK APCHK 101245 TOTAL FOR FUND 02:			1,385.91
12/18/2023	APCH	347(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	117,609.80
12/18/2023	APCH	349(E)*#	UMB BANK N.A.	INTEREST - BOND	449-102	50	4,250.50
				PRINCIPAL - BOND	449-104	50	11,829.00
				CHECK APCHK 349(E) TOTAL FOR FUND 02:			16,079.50
Total for fund 02 WATER FUND							231,059.98

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 06 SSA ONE BOND & INTEREST FUND							
12/18/2023	APCH	348 (E)	MCHENRY SAVINGS BANK	BOND PRINCIPAL EXPENSE	550-401	60	215,000.00
				BOND INTEREST EXPENSE	550-402	60	52,550.00
				CHECK APCHK 348 (E) TOTAL FOR FUND 06:			267,550.00
				Total for fund 06 SSA ONE BOND & INTEREST FUND			267,550.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
11/29/2023	APCH	101144	LEVEL UP RETAIL SERVICES	MIDWAY PARK UPGRADE	600-342	55	29,000.00
12/18/2023	APCH	101168*#	CHRISTOPHER B. BURKE	RESURFACING	600-313	55	179.00
				RESURFACING	600-313	55	1,432.00
				CHECK APCHK 101168 TOTAL FOR FUND 10:			1,611.00
12/18/2023	APCH	101182*#	FOX TOWN PLUMBING INC	MIDWAY PARK UPGRADE	600-342	55	15,878.00
12/18/2023	APCH	101189*#	HINSDALE NURSERIES, INC.	BORSE PARK IMPROVEMENT PROJECT	600-340	55	258.00
				BORSE PARK IMPROVEMENT PROJECT	600-340	55	494.00
				CHECK APCHK 101189 TOTAL FOR FUND 10:			752.00
12/18/2023	APCH	101190	HOPPY'S LANDSCAPING, INC.	MIDWAY PARK UPGRADE	600-342	55	114,341.49
12/18/2023	APCH	101203	LANDWORKS LTD	MIDWAY PARK UPGRADE	600-342	55	151,560.45
12/18/2023	APCH	101210	MARTAM CONSTRUCTION, INC.	MIDWAY PARK UPGRADE	600-342	55	13,498.57
				MIDWAY PARK UPGRADE	600-342	55	3,956.45
				CHECK APCHK 101210 TOTAL FOR FUND 10:			17,455.02
12/18/2023	APCH	101240	TILES IN STYLE, LLC	MIDWAY PARK UPGRADE	600-342	55	59,864.65
12/18/2023	APCH	101246	WELD-ALL, INC.	BORSE PARK IMPROVEMENT PROJECT	600-340	55	1,050.00
Total for fund 10 CAPITAL PROJECT FUND							391,512.61

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 11 DEBT SERVICE FUND							
12/18/2023	APCH	349 (E) *#	UMB BANK N.A.	BOND PRINCIPAL	550-401	70	228,171.00
				BOND INTEREST	550-402	70	47,274.50
				CHECK APCHK 349(E) TOTAL FOR FUND 11:			275,445.50
				Total for fund 11 DEBT SERVICE FUND			275,445.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
12/18/2023	APCH	101176	ELROD FRIEDMAN LLP	LEGAL FEES	401-242	15	9,276.02
12/18/2023	APCH	101186*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	368.64
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			9,644.66

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 17 SERIES 2022 BOND							
12/18/2023	APCH	349(E)*#	UMB BANK N.A.	BOND PRINCIPAL EXPENSE	550-401	80	350,000.00
				BOND INTEREST EXPENSE	550-402	80	6,952.50
				BOND INTEREST EXPENSE	550-402	85	173,048.00
				CHECK APCHK 349(E) TOTAL FOR FUND 17:			
				Total for fund 17 SERIES 2022 BOND			530,000.50
TOTAL - ALL FUNDS							2,020,153.45

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d.

DATE: December 18, 2023

SUBJECT:

ORDINANCES RELATING TO THE ILLINOIS PAID LEAVE AMENDMENT

- i. AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING THE VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK
- ii. AN ORDINANCE EXCLUDING THE VILLAGE OF WILLOWBROOK AS A MUNICIPAL EMPLOYER FROM COVERAGE UNDER THE PAID LEAVE FOR ALL WORKERS ACT AND AMENDING THE VILLAGE CODE TO REQUIRE A FORM OF PAID LEAVE FOR VILLAGE EMPLOYEES

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Sean Halloran, Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is recommending passage of the attached ordinances regarding the paid leave amendment and its impact on the Village.

PREVIOUS ACTION TAKEN

At the October 9, 2023 Committee of the Whole meeting, the Village Board provided positive direction regarding staff's proposal.

BACKGROUND/SUMMARY

On March 13, 2023, Illinois Governor J. B. Pritzker signed the Paid Leave for All Workers Act ("Act"). The Act is the first statewide paid leave law in Illinois; it mandates paid leave "for any reason" for employees. The new Act, including the leave accrual requirements, will take effect on January 1, 2024. The Act applies to Illinois employers of any size, including most state and local government employers.

The law does not apply to employees covered by a collective bargaining agreement who work in the construction industry or for a national and international parcel, document, and freight transportation service (including delivery and pickup). In all other cases, the law will not affect bona fide CBAs in effect on Jan. 1, 2024 (July 1, 2024 for state agencies), but CBAs after that date will have to explicitly waive the law's requirements in clear and unambiguous terms.

Paid leave under the Act may be taken by an employee for any reason of the employee's choosing, or for no reason at all, and must be provided by the employer upon the employee's request, which request may be provided to the employer without advance notice, if the leave is not foreseeable as determined by the employee. The Act excludes certain governmental employers from the mandates of the Act, including school districts and park districts, but fails to exclude municipalities from the mandates of the Act. The workforce of the Village provides essential and continuing governmental services, including police and public works services, the operations of which could be severely disrupted by the application of the above-referenced impromptu leave mandated under the Act.



Home-rule municipalities have the ability, through the use of home rule powers, to exclude themselves, as a municipal employer, from coverage under the Act. By taking this approach, Village employees will not be given the additional 40 hours of paid leave through the Act. However, the benefits provided to full-time employees of the Village exceed the benefits afforded under the Act. Union employees receive paid leave benefits under the applicable collective bargaining agreement, and non-union employees receive paid leave benefits recently approved by the Board in 2022 through the update to the Employee Handbook. If the Board took action to exclude the Village from coverage under the Act, there would be no change to existing benefits afforded to employees of the Village.

Staff recommends the Board take the following actions prior to January 1, 2024:

- The Village Board will approve an ordinance that will preempt itself as a municipality from the state's Paid Leave Act.
- The Village Board will approve the Employee Handbook as an ordinance.

FINANCIAL IMPACT

There is no financial impact regarding this discussion item.

RECOMMENDED ACTION:

Staff is seeking passage of the ordinances to preempt the Village from the Illinois Paid Leave Act and adopt the Employee Handbook.

ORDINANCE NO. 23-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK APPROVING
AND ADOPTING THE VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK**

WHEREAS, the Village of Willowbrook (“Village”) adopted and approved a revised Village of Willowbrook Employee Handbook by resolution on February 13, 2023; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to revise and update the Village of Willowbrook Employee Handbook in the manner set forth on Exhibit “A”, attached hereto, and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated and made a part of this Ordinance as though set forth herein.

SECTION 2: The Village of Willowbrook Employee Handbook, attached hereto as Exhibit “A”, and made a part hereof, be and is hereby adopted and approved.

SECTION 3: The attached Employee Handbook shall be in full force and effect from and after December 19, 2023 and shall supersede and replace any and all current Employee Handbooks and/or Employee Personnel Manuals.

SECTION 4: All ordinances, or parts of any ordinances in conflict with this Ordinance are repealed, insofar as a conflict may exist.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5: Effective Date.

This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**VILLAGE OF WILLOWBROOK
EMPLOYEE HANDBOOK EFFECTIVE 2023**



Village of
WILLOWBROOK

EMPLOYEE HANDBOOK

EFFECTIVE 2023



TABLE OF CONTENTS

<i>Introduction</i>	<i>1</i>
SECTION 1.0 WELCOME	2
SECTION 1.1 COMMITMENT TO EMPLOYEES	2
SECTION 1.2 AUTHORITY OF THE HANDBOOK	2
SECTION 1.3 COMPLIANCE WITH LOCAL LAWS	2
SECTION 1.4 COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS	3
<i>General Employment Practices.....</i>	<i>4</i>
SECTION 2.0 EQUAL EMPLOYMENT OPPORTUNITY	5
SECTION 2.1 AT-WILL EMPLOYMENT STATUS	5
2.1.1 Job Duties.....	5
2.1.2 Reclassification.....	5
SECTION 2.2 EMPLOYEE RECRUITMENT, SELECTION AND APPOINTMENT.....	5
2.2.1 Application for Employment.....	6
2.2.2 Recruitment	6
2.2.3 Examinations and Testing	6
2.2.4 Candidate Interviews	6
2.2.5 Background Investigation	6
2.2.6 Conditional Offer of Employment.....	7
2.2.7 Drug Screening and Physical	7
2.2.8 Authority	7
SECTION 2.3 PROBATIONARY PERIOD.....	7
2.3.1 Duration for Probationary Period	7
2.3.2 Probation for Promoted Employees	8
SECTION 2.4 PROMOTION OR EMPLOYMENT OF RELATIVES.....	8
SECTION 2.5 EMPLOYMENT OF ELECTED OFFICIALS	9
SECTION 2.6 REQUESTS FOR INFORMATION REGARDING	9
CURRENT OR FORMER EMPLOYEES	9
SECTION 2.7 OUTSIDE EMPLOYMENT	10
<i>Administrative Policies.....</i>	<i>11</i>
SECTION 3.0 CONFIDENTIALITY	12
SECTION 3.1 CODE OF ETHICS.....	12
3.1.1 Ethical Conduct and Behavior	12
3.1.2 Gifts to Village Personnel	12
3.1.3 Statement of Economic Interest	12
SECTION 3.2 EMPLOYEE SAFETY.....	12
SECTION 3.3 LOCAL GOVERNMENT EMPLOYEES' POLITICAL RIGHTS.....	13
SECTION 3.4 SMOKE FREE WORKPLACE.....	13
SECTION 3.5 IDENTITY PROTECTION AND THEFT PREVENTION	13
SECTION 3.6 WORKPLACE INSPECTIONS.....	14
SECTION 3.7 ATTITUDE AND APPEARANCE FOR WORK	14
SECTION 3.8 LOSS OF PERSONAL PROPERTY	15
SECTION 3.9 EMPLOYEE RECORDS AND REPORTS.....	15
SECTION 3.10 CHANGE OF DEPENDENTS OR MARITAL STATUS.....	15
SECTION 3.11 CHANGE OF ADDRESS AND PHONE NUMBER	16
<i>Employee Conduct</i>	<i>17</i>
SECTION 4.0 EMPLOYEE CONDUCT AND DISCIPLINE	18
SECTION 4.1 ANTI-WORKPLACE VIOLENCE	20
SECTION 4.2 WEAPONS AND FIREARMS IN THE WORKPLACE	20



4.2.1 Concealed Carrying Prohibited.....	21
4.2.2 Exceptions for Carrying a Lawful Weapon onto Village Premises.....	21
4.2.3 Duty to Report.....	21
SECTION 4.3 ANTI-HARASSMENT / ANTI-DISCRIMINATION	21
AND OTHER INAPPROPRIATE BEHAVIOR.....	21
4.3.1 Purpose of Policy.....	21
4.3.2 Definitions and Prohibited Conduct	22
4.3.3 Individuals Covered Under The Policy	23
4.3.4 Responsibility of Supervisory Employees	23
4.3.5 Responsibility of Individual Employees	24
4.3.6 Complaint Process	24
4.3.7 Discipline/Sanctions	25
4.3.8 False and Frivolous Complaints	25
4.3.9 Education / Training.....	25
4.3.10 External Procedures for Filing a Complaint of Harassment or Discrimination	26
4.3.11 Whistleblower Protection Policy	27
4.3.12 Bullying.....	27
4.3.13 Non-Fraternization Policy	28
4.3.14 Anti-Retaliation Policy	29
4.3.15 Americans with Disabilities Act (ADA).....	29
SECTION 4.4 PERSONAL SOCIAL MEDIA USE	30
SECTION 4.5 DRUG FREE WORKPLACE POLICY	31
4.5.1 Definitions.....	32
4.5.2 Prohibitions.....	33
4.5.3 Reporting Requirement.....	33
4.5.4 Medicinal Cannabis Use	33
4.5.5 Circumstances Requiring Drug and Alcohol Testing.....	34
4.5.6 Use of Legal Drugs.....	35
4.5.7 Order to Submit to Testing	35
4.5.8 Confidentiality.....	35
4.5.9 Discipline/Penalties for Violation.....	35
4.5.10 Follow Up Testing	36
4.5.11 Voluntary Request for Assistance	36
SECTION 4.6 DRIVER'S LICENSE AND INSURANCE	37
SECTION 4.7 USE OF VILLAGE-OWNED EQUIPMENT, VEHICLES, AND SUPPLIES.....	37
SECTION 4.8 DRIVER OPERATIONS AND USE OF VILLAGE VEHICLES POLICY	37
4.8.1 Take-Home Vehicle Policy	38
4.8.2 Accident Reporting Procedures	38
SECTION 4.9 COMPUTER HARDWARE, SOFTWARE USE, ...	39
AND ELECTRONIC COMMUNICATIONS	39
4.9.1 User ID and Passwords	39
4.9.2 Use of Village Phones and Personal Cell Phones	39
4.9.3 Use of Hardware and Software	40
4.9.4 Use of the Internet.....	40
4.9.5 Electronic Communications.....	40
SECTION 4.10 TRAVEL AND TRAINING REIMBURSEMENTS	41
4.10.1 Overnight Travel	41
4.10.2 Same Day Travel	43
4.10.3 Mileage and Transportation	44
4.10.4 Submission of Reimbursement Requests	45
4.10.5 Non-Reimbursable Expenses	46
<i>Hours of Work, Compensation, Time Off and Other Prerequisites</i>	<i>48</i>
SECTION 5.0 TYPES OF EMPLOYMENT	49
SECTION 5.1 WORK SCHEDULE AND BREAKS.....	49
5.1.1 Full-time Employees	49



5.1.2 Remote Work Policy for Non-Union Employees.....	50
5.1.3 Part-Time Employees	55
5.1.4 Hours of Operation	55
SECTION 5.2 COMPENSATION.....	55
5.2.1 Overtime	56
5.2.2 Compensatory Time	56
SECTION 5.3. TIME OFF WORK.....	56
5.3.1 Leave to Vote	56
5.3.2 Jury Duty	57
5.3.3 Child Birth/Adoption Leave	57
5.3.4 Nursing Mothers in the Workplace Act	57
5.3.5 Bereavement Leave	57
5.3.6 Observed Holidays	59
5.3.7 Personal Leave.....	59
5.3.8 Vacation.....	60
5.3.9 Sick Leave	62
5.3.10 Catastrophic Leave	63
5.3.11 Victims' Economic Security Safety Act.....	66
5.3.12 Illinois School Visitation Rights Act	66
<i>Other Types of Leave</i>	<i>67</i>
SECTION 6.0 FAMILY MEDICAL LEAVE	68
6.0.1 General Provisions	68
6.0.2 Eligibility.....	68
6.0.3 Qualifying Events for Family Medical Leave (FML)	68
6.0.4 Serious Health Condition.....	69
6.0.5 Duration of Leave and Measurement Period.....	70
6.0.6 Procedure for Requesting FML	70
6.0.7 Village Notice of Eligibility.....	70
6.0.8 Certifications	71
6.0.9 Intermittent Leave or a Reduced Work Schedule.....	71
6.0.10 Designation of FML	72
6.0.11 Recertification.....	72
6.0.12 Employee Benefits During Leave.....	72
6.0.13 Use of Paid and Unpaid Leave	73
6.0.14 FML and Worker's Compensation.....	73
6.0.15 Intent to Return to Work	73
6.0.16 Return to Work and Fitness for Duty.....	73
SECTION 6.1 MILITARY FAMILY LEAVE.....	74
6.1.1 Qualifying Exigency Leave	74
6.1.2 Military Caregiver Leave	75
SECTION 6.2 MILITARY ASSIGNMENT LEAVE.....	78
SECTION 6.3 WORKER'S COMPENSATION.....	78
SECTION 6.4 TEMPORARY LIGHT DUTY ASSIGNMENTS	79
6.4.1 Secondary Employment While on Light Duty	79
6.4.2 Requesting Light Duty	79
6.4.3 Returning to Work.....	80
6.4.4 Work-Related Injury/Illness.....	80
6.4.5 Non-Work-Related Injury/Illness	80
<i>Employee Benefits and Separation of Employment</i>	<i>82</i>
SECTION 7.0 EDUCATIONAL ASSISTANCE PROGRAM	83
7.0.1 Eligibility.....	83
7.0.2 Initial Application and Course Updates.....	83
7.0.3 Reimbursement Level.....	83
7.0.4 Criteria to Determine Job Relatedness.....	84
7.0.5 Criteria for Reimbursement of Tuition Costs.....	84



7.0.6 Requesting Tuition Reimbursement	84
7.0.7 Terms of Repayment Agreement	85
SECTION 7.1 FRINGE BENEFITS	85
7.1.1 Employee Assistance Program	85
7.1.2 Health Insurance	86
7.1.3 Health Insurance Opt-Out Program	86
7.1.4 Vision Insurance	87
7.1.5 Dental Insurance	87
7.1.6 Flexible Spending Account (FSA)	87
7.1.7 Life and AD&D Insurance	88
7.1.8 Additional Life and AD&D Insurance	88
7.1.9 Defined Contribution Retirement Savings Plan	88
7.1.10 Pension Benefits	88
7.1.11 IMRF Supplementary Life Insurance –IMRF Members Only	88
7.1.12 IMRF Voluntary Contribution – IMRF Members Only	88
7.1.13 Consolidate Omnibus Budget Reconciliation Act	88
SECTION 7.2 SEPARATION OF EMPLOYMENT	89
7.2.1 Notice of Separation	89
7.2.2 Separation Date	89
7.2.3 Statement of Pay and Benefits	89
7.2.4 Health Insurance and Pension Benefits at Separation	89
7.2.5 Sick Leave Buyback at Retirement	90
7.2.6 Death Benefit	90
7.2.7 Exit Interview	90
7.2.8 Return of Village Property	90
7.2.9 Unemployment Benefits	90

Appendix A – What Every Worker Should Know About Unemployment Insurance	91



Introduction



SECTION 1.0 WELCOME

As a new employee, the Village of Willowbrook appreciates that you must master the details of your new job and must become acquainted with new people, new surroundings, and different working conditions. As an employee, this Employee Handbook, commonly referred to as “the Handbook” may serve as a reminder of important practices and policies, the many benefits provided to you as an employee, your employee responsibilities and other important matters.

SECTION 1.1 COMMITMENT TO EMPLOYEES

The Village of Willowbrook is committed to providing a sense of belonging to all employees, fostering a work environment of mutual trust, respect, dignity, and encouraging a collective commitment to excellence. It is the Village’s belief that it will achieve these goals through the employment of individuals who care about their jobs, take pride in themselves and their contributions, and understand the importance of teamwork.

SECTION 1.2 AUTHORITY OF THE HANDBOOK

This Handbook supersedes all previous Handbooks and all management memos that may have been issued in the past on the subjects covered. Policies and procedures outlined within this Handbook are in effect beginning February 14, 2023. It will answer many of your questions and provide a continuing source of information. Please read this Handbook carefully and keep it handy for future reference. The Department Directors and the Village’s Administrator’s Office staff are available to answer any questions you may have about this Handbook. To support the Village’s efforts to communicate important information regarding the employment relationship, you will be required to sign, upon hire and from time to time, a statement acknowledging receipt and notice of this Handbook.

It is also important for you to understand that the information contained in this Handbook is presented as a guide and is not intended to address every aspect of the employment relationship. This Handbook is not a contract, and its contents should not be interpreted as a contract between the Village and you or any of its employees.

The Village reserves the right to modify, suspend, terminate or change any or all of the contents of this Handbook.

SECTION 1.3 COMPLIANCE WITH LOCAL LAWS

The policies of this Handbook apply to all Village employees. However, sworn members of the Police Department are also subject to the rules and regulations of the Board of Police Commissioners, rules and orders of the Police Department, as well as provisions of Illinois statutes governing sworn police employees. While the Village believes that this Handbook complies with all such laws, to the extent there is a conflict between the terms of this Handbook and requirements imposed by any applicable law or ordinance, the Village will fully comply with the law or ordinance. Additionally, Village departments may establish working regulations and operating procedures to supplement the policies set forth in this Handbook.



SECTION 1.4 COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Certain employees of the Village are represented for purposes of collective bargaining by a union. Employees within the bargaining unit are covered by a written union contract, also known as a “collective bargaining agreement.” Many of the policies and benefits described in this Handbook apply to both union and non-union employees. However, in the event that there is any discrepancy between the information contained in this Handbook and matters contained in a collective bargaining agreement, the provisions of the collective bargaining agreement will control. In addition, this Handbook is not intended to and does not confer any benefits, compensation, or rights of any kind to union-represented employees that are greater than or extend beyond those required by the collective bargaining agreement.



General Employment Practices



SECTION 2.0 EQUAL EMPLOYMENT OPPORTUNITY

The Village is strongly committed to creating and preserving equal opportunity for all employees and applicants. The Village makes all employment decisions – including recruitment, hiring, compensation, training, promotion, transfer, discipline, termination, and other personnel matters – without regard to race, color, ancestry, religion, sex, national origin, age, disability, genetic information, veteran status, marital status, sexual orientation, or other legally protected characteristics or conduct. The Village's strong commitment to equal opportunity requires a commitment by each individual employee. Compliance with the letter and spirit of this policy is required of all employees. Violations of this policy should be immediately reported to your supervisor.

All recruitment, selection, placement, and training decisions made by the Mayor and Village Administrator will be based upon the job-related qualifications and abilities of the candidates. Any employee having an equal employment opportunity question, problem or complaint should communicate his/her concern to his/her supervisor, Department Head or to the Village Administrator.

SECTION 2.1 AT-WILL EMPLOYMENT STATUS

Employment with the Village for non-union employees is "at-will." This means that the Village has the right to terminate your employment at any time, with or without cause or advance notice, and you have the same right. Violation of any of the rules or policies in this Handbook may result in discipline, up to and including termination, depending on the circumstances. There is no requirement that employees be warned or suspended before being terminated.

2.1.1 Job Duties

The Village Administrator may, at any time, with or without notice, alter or change the responsibilities of a particular position, reassign or transfer job positions, or assign additional job responsibilities to an employee. From time to time, employees may be asked to work on special projects, or to assist with other work necessary or important to the operation of a team, work unit, department or the Village. Employees' cooperation and assistance in performing additional work is expected and appreciated.

2.1.2 Reclassification

Positions may be reclassified to a higher or lower position when the knowledge, skills, abilities and job responsibilities necessary to perform the job have changed enough to warrant such a reclassification. Positions may be reclassified contingent upon the recommendation of the supervisor for the position and approval by the Village Administrator. There is no six (6) month pay adjustment eligibility for reclassified positions.

SECTION 2.2 EMPLOYEE RECRUITMENT, SELECTION AND APPOINTMENT

Applicants for original appointment to a position or current employees applying for promotion or lateral movement shall be considered for such positions based on their qualifications, including such factors as job related education, experience, skills, and knowledge. No recruitment shall commence without the Mayor and Village Administrator's approval.



Recruitment and selection processes will be administered in such a manner as to provide equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Timely requests for accommodation during an application/interview process will be reviewed upon request and provided where reasonable. Village staff will ensure that disabled persons enjoy the same opportunities via reasonable accommodation as non-disabled employees and applicants to participate in and benefit from Village programs, services and activities.

2.2.1 Application for Employment

In general, applicants for Village employment are required to follow the instructions as outlined in the job posting. The application/resume shall include complete information relating to the applicant's experience, training, and other relevant qualifications for the position. Unless otherwise authorized by the Village Administrator or designee, the Village does not reimburse an applicant for travel, lodging, lost wages or related expenses resulting from the application process. Any evidence that an applicant, whether an internal applicant or one from outside the Village, falsified information, made fraudulent statements, or failed to provide all of the required information may be subject to discharge and/or disqualified from consideration for employment. Applicants may be also required to participate in an examination process demonstrating their capabilities prior to employment.

All offers of employment are conditional upon successful completion of a background check and pre-employment drug screen. Applicants may also be required to participate in an examination process demonstrating their workplace capabilities prior to employment. The results of these screenings and/or examinations are kept confidential, along with any medical information provided by or about an employee prior to or following an offer of employment, except to the extent disclosure is required pursuant to court order or lawfully issued subpoena.

2.2.2 Recruitment

It is the general policy that vacancies will be posted and open to current employees. These postings will typically appear on the Village's website and other applicable recruitment sources. The recruitment process, including the public posting of vacancies, may be altered with the approval of the Village Administrator.

2.2.3 Examinations and Testing

During the selection process for a position, examinations, assessment centers, tests and examples of work are some selection tools that may be used in determining an applicant's qualifications. Such tools may be written, oral, physical, a demonstration of a skill, or a combination thereof.

2.2.4 Candidate Interviews

Selected candidates for a position may participate in an interview process, which shall cover any relevant subject matter related to a candidate's qualification for the position being sought.

2.2.5 Background Investigation

Candidates offered a conditional offer of employment will be required to submit to a background investigation by either the Village or a third-party vendor. In all circumstances the Village will



comply with the rights and notification requirements outlined in the federal “Fair Credit Reporting Act.”

2.2.6 Conditional Offer of Employment

Successful candidates emerging from an evaluation process will be provided with the terms of the Village's offer of employment, conditioned upon successful completion of any required background check and medical examinations. Conditional written offers shall specify the terms of employment (e.g., starting date, rate of pay, the process for future increase and benefits) and any requirements to be satisfied (e.g., acquiring a license, certification, or requiring courses of study, etc.) within a given timeframe.

2.2.7 Drug Screening and Physical

Final candidates for all positions within the Village are required to submit to a drug screen as part of their condition of employment. If the test reports a negative or inconclusive test finding that qualifies the specimen as dilute or suspicious (e.g., unusual temperature) the Village shall require the candidate to submit to a re-test. A refusal to resubmit to additional drug testing, shall be treated as a failed result.

Final candidates for certain positions may also be required to pass a physical examination conducted by a Village designated occupational medical health provider as part of their condition of employment. In some cases, certain positions may be exempt from the physical examination portion due to special circumstances such as the shortness in length or term of employment or the nature of the physical demands of the position. All such exemptions require the approval of the Village Administrator's Office. As prescribed under privacy provisions of the American with Disabilities Act (ADA), all employees medical records are kept strictly confidential and are maintained in a centralized and secure location within Village Administrator's Office. Individual employee medical records are only available on a need-to-know basis and shall be done in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

2.2.8 Authority

The Mayor, with the advice and consent of the Village Board of Trustees, is the appointing authority for the Village Administrator. Except as otherwise may be provided by the Village Code of Ordinances, such as employees and officers that are appointed by the Mayor with the advice and consent of the Village Board of Trustees, and except for the appointment and removal of the Village Police Chief and Deputy Police Chief(s), and those Village employees and officers where appointment and discharge is under the jurisdiction of the Village Board of Police Commissioners, the Village Administrator and Mayor shall be responsible for and have the authority to recruit, interview, employ, promote, discipline or terminate all other Village employees.

SECTION 2.3 PROBATIONARY PERIOD

2.3.1 Duration for Probationary Period

The probationary period is a period during which all new and promoted employees are given an opportunity to demonstrate their ability to perform the requirements of the position for which they have been hired or to which they have been promoted. This period is 12 months for new employees (except Police Officers) and 6 months for promoted employees. The employee's



Department Head shall determine if the employee has successfully completed the probationary period.

At such times during the probationary period and in such manner as the Department Head may require, the employee's supervisor will make a report regarding the quality of the employee's work. The probationary period may be extended, at the Village's discretion, if the probationary employee requires an extended leave of absence. After six (6) months of the probationary period, a probationary employee may be eligible for a pay adjustment based on their supervisor's recommendation and approval of Department Head and Village Administrator. After satisfactory completion of the twelve (12) month probationary period, an employee may be eligible for a pay adjustment, based on their supervisor's recommendation and with the approval of the Department Head and Village Administrator. If a probationary employee's probationary period is extended beyond twelve (12) months, then the employee will be eligible for the above described twelve (12) month salary adjustment, only if and when the employee satisfactorily completes the probationary period. If the employee satisfactorily completes the probationary period, a salary adjustment may be retroactive to the end of the original twelve (12) month probationary period if the supervisor so recommends and approval is granted by the Department Head and Village Administrator.

This probationary period does not change the employee's at-will nature of employment. An employee may be terminated prior to the completion of the probationary period for any reason. In addition, successful completion of the probationary period does not grant property rights to the position, nor does completion of the probationary period create a contract or right to future employment with the Village.

2.3.2 Probation for Promoted Employees

Upon promotion, a regular employee will become a probationary promoted employee and shall be required to successfully complete a six (6) month probationary period before becoming a regular employee in the position to which the employee has been promoted. The probationary period for promoted employees shall begin on the employee's first day of work in the position to which the employee has been promoted. Accrued annual leave may be taken during this time. Promotional probationary employees will continue to accrue annual and sick leave during their probationary period.

The probationary promotion period may be extended if the probationary employee requires an extended leave of absence, for whatever reason, during that period. The Department Head may extend the probationary period for the same period of time as the leave of absence.

SECTION 2.4 PROMOTION OR EMPLOYMENT OF RELATIVES

Relatives of elected or appointed Village officials are disqualified from employment with the Village. Relatives of Village employees will only be considered for employment if the employment is consistent with the guidelines below. The Village will not consider or accept such applications of relatives if the employment of an employee's relative would result in the types of prohibited employment relationships identified below:

- A supervisor/subordinate relationship would or could reasonably exist between a relative and an employee. If a direct supervisory or managerial relationship would or could reasonably be established, relatives of the current employee cannot be considered as applicants for an



open position. This provision may be waived by the Village Administrator, following the recommendations of the Department Director, if it is determined that the best interests of the Village would be served.

- The employment of a relative would create an actual conflict of interest or the appearance of a conflict of interest based on the nature and responsibilities of the open position.

If employment of an immediate family members exists, or is later established (e.g., marriage), and an actual or potential conflict arises, the Village Administrator and the appropriate Department Director(s) will work to resolve the conflict by conciliation, transfer or other appropriate action, including termination. These situations will be resolved on a case-by-case basis.

Elected Officials: Mayor and Village Trustees.

Appointed Officials: All those currently holding appointive *office in the Village of Willowbrook on any Boards, Commissions or committees of citizens (e.g., ad hoc committees)* that are created by Village ordinance or resolution.

Relatives: Persons including husband, wife, domestic partner, father, mother, daughter, son, sister, brother, grandmother, grandfather, grandson, granddaughter, first cousin, niece, nephew, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step grandparent. In addition, any of the above listed related to your spouse or child, *i.e.*, your spouse's uncle.

SECTION 2.5 EMPLOYMENT OF ELECTED OFFICIALS

Due to actual and perceived conflicts of interest, the Village will not consider the applications for employment of elected Village officials or officials of any other level of government or political party that appears on an election ballot within the Village while they are in office or for one year after they leave office, except as otherwise provided by law.

SECTION 2.6 REQUESTS FOR INFORMATION REGARDING CURRENT OR FORMER EMPLOYEES

During the course of business, it is common to receive inquiries from third parties requesting various information regarding current or former employees. In the event of such an inquiry, it is generally the Village's policy to limit its response to confirm position title, and dates of employment. However, there may be circumstances when additional information is released under the following circumstances:

- When the employee has specifically authorized in writing the release of information;
- When the Village is legally obligated to provide the information;
- When information is needed by vendors which are or may be providing health benefits to employees when disclosure is authorized under the Village's HIPAA policy.



It is also common for current or former employees to identify current and former supervisors and co-workers as references on applications for employment or to request letters of recommendations. The Village supports current and former employees in their efforts to achieve their career goals and generally respond to such requests. If the employee being asked to serve as a reference is uncomfortable responding to the request or the feedback regarding the employee is sensitive in nature, please contact the Village Administrator's Office for additional guidance.

There is certain employment information under the Freedom of Information Act (FOIA) and the Personnel Record Review Act that the Village is obligated to release. In the event discipline is released to a third party, the employee will be notified in accordance with the requirements outlined in the relevant statutes.

SECTION 2.7 OUTSIDE EMPLOYMENT

The Village reserves the right to restrict outside employment. Employees of the Village may take additional jobs outside of their employment with the Village if certain criteria are met and the employee is not in a light duty or leave of absence status. Employees who are engaging in outside employment are to request approval from their Department Director to ensure there are no conflicts with the duties of their Village held position. Permission to work a second job will normally not be denied or revoked so long as the outside employment presents no real or apparent conflict of interest with Village work or goals, and so long as the employee's work for the Village does not suffer because of such outside employment. Generally, employees may engage in secondary employment if all three of the following conditions are met:

- The job presents no conflict with Village working hours;
- The employee's efficiency is not impaired as a result of the other job; and
- There is no conflict of interest between the employee's Village position and the outside job.

On occasion, certain departments may request employees from other departments sign up for extra details (*e.g.*, snow plowing). Only non-exempt employees will be eligible to sign up for these types of work assignments outside of their department. Any exceptions to this policy may be approved by the Village Administrator.



Administrative Policies



SECTION 3.0 CONFIDENTIALITY

The Village must maintain the confidentiality of various business records and information. All employees are strictly prohibited from using, copying, or disclosing confidential information, except as necessary to perform their job duties for the Village. Confidential information includes all business and financial records or information regarding the Village; information or records regarding any of its past or present employees; correspondence or contracts with any manufacturers, distributors, or other entity; or operating policies or procedures of the Village. All employees are expected to comply strictly with this policy both during and after their employment with the Village.

SECTION 3.1 CODE OF ETHICS

All employees and elected officials shall observe all rules and standards described in the Village's Code of Ethics. All employees shall comply with these rules and are responsible for reading the Village's Code of Ethics, and staying informed and current with any revisions or amendments to the Code which may be approved by the Board of Trustees. Ignorance of the Village's Code of Ethics will not be a defense to discipline imposed for a violation of the Code.

3.1.1 Ethical Conduct and Behavior

To maintain a safe and productive work environment, certain guidelines and expectations pertaining to employees' conduct must be followed.

3.1.2 Gifts to Village Personnel

The Village, as an institution of public confidence, is sensitive to any appearance of reward or favoritism. No public official or public employee shall solicit or accept any gift from any person.

Employees are prohibited from receiving rewards, gifts or any other compensation from individuals or organizations which is in violation of the State Officials and Employees Ethics Act under state statute. For questions regarding the prohibitions of the Act, please refer to the Village Administrator. Additionally, employees should not solicit or seek donations or contributions on behalf of other employees for gifts, sales of products or services, flowers or other reasons except with the prior approval of the Village Administrator (or designee).

3.1.3 Statement of Economic Interest

Certain Village employees are required to file an annual Statement of Economic Interest in accordance with 5 ILCS 420/4A *et seq.* Employees are to be referred to the applicable Illinois and DuPage County (<https://ei.dupageco.org/SEI/Login.aspx>) statutes for the current definition of who must file and procedures for doing so. Filing remains the ultimate responsibility of the individual employee.

SECTION 3.2 EMPLOYEE SAFETY

The Village Administrator (or designee) shall make reasonable efforts to promote among Employees and in the department's maximum standards for on the job safety. All employees shall be responsible for performing work assignments in the safest manner possible. Prime consideration shall always be given to safety in all work situations.



The Village may require an employee to undergo a medical examination by a doctor of the Village's choosing and at the Village's expense when the employee's Department Director reasonably believes, based on objective evidence, that the employee is unable to perform his/her essential job functions, or the employee will pose a direct risk to him/herself or others.

SECTION 3.3 LOCAL GOVERNMENT EMPLOYEES' POLITICAL RIGHTS

The Village of Willowbrook respects the right of employees to engage in political activities. However, employees shall restrict political campaign activities to non-working time and shall not be in any uniform that identifies the employee as an employee of the Village while engaging in political campaign activities. As such, no employee shall engage in political activities during working hours, or while on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village. Employees engaged in political activity shall not represent that such activity is on behalf of the Village. Village property shall not be used to advance political campaigns, nor shall campaign propaganda be posted or displayed on Village property or vehicles. No employee may use his or her official position to coerce or inhibit others in the free exercise of their political rights. Any employee found violating this policy will be subjected to disciplinary action, up to and including termination.

Please note that these prohibitions do not apply to workplace union, collective bargaining or grievance activities pertaining to wages, hours or working conditions.

SECTION 3.4 SMOKE FREE WORKPLACE

In accordance with the Smoke-Free Illinois Act and the Village's intent to provide a healthy work environment, smoking is prohibited within all buildings and Village owned vehicles. This policy also extends to electronic cigarettes and tobacco substitutes.

SECTION 3.5 IDENTITY PROTECTION AND THEFT PREVENTION

The Village complies with the Red Flag Rules, 16 CFR § 681, in order to detect, prevent and mitigate identity theft by identifying, detecting, and responding to identity theft red flags and the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*, in order to protect social security numbers (SSN) from unauthorized disclosure.

Improper disclosure of protected personal identifiers such as social security numbers may contribute to identity theft and any number of resulting credit problems. The Village has adopted this Policy to protect social security numbers from unauthorized disclosure. In accordance with the Illinois Identity Protection Act, only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents. All employees with access to social security numbers in the course of their job duties must undergo training to protect the confidentiality of the social security numbers.

Only employees who are required to use or handle information or documents containing SSN's may access such information or documents. Any request for social security numbers from an individual shall be accomplished in a manner which allows the social security number to be easily redacted if a document is required to be released as part of a public records request.

Any request for social security numbers from an individual shall include a statement of the purpose or purposes for which the social security number is being collected and used. Violation of the



provisions of this policy shall be grounds for discipline up to and including dismissal.

If you have questions about this policy or would like to report a violation (free of retaliation), you are encouraged to contact your Department Director (or designee). Any individual found to be in violation of this Policy will be subject to disciplinary action (no matter when discovered).

Employees are prohibited from:

- A. Posting or displaying SSN;
- B. Printing the SSN on any card required to access products or services;
- C. Requiring transmission of SSN over the internet, unless using a secure connection or an encrypted file;
- D. Printing the SSN on any mailed materials;
- E. Collecting, using or disclosing a SSN from an individual unless required to do so under State or Federal law, rules, regulations, or such use is necessary for the performance of an employee's duties and responsibilities;
- F. Disclosing SSN in Freedom of Information Act responses;
- G. Embedding or encoding SSN

SECTION 3.6 WORKPLACE INSPECTIONS

Employees do not have an expectation of privacy as to any Village property. The Village reserves the right to search with or without notice any employee's office, desk, files, locker, computer, e-mails, voicemails, technology, vehicle or any other area or article on Village premises. It should be noted that all offices, desks, files, lockers, and so forth, are the property of the Village and are issued to employees for business use and only during their employment with the Village, at any time, including Village vehicles, whether or not such property is locked or unlocked and whether or not the lock is Village owned or employee owned. Searches and inspections may be conducted at any time at the discretion of the Village consistent with the Village's administrative authority. The Village retains duplicate sets of keys for all desks and the cabinets. Employees are advised not to keep confidential and personal information, materials or belongings on Village property or stored in Village computers. Refusal to submit to a search or inspection can lead to discipline, up to and including termination of employment. Possession of prohibited articles such as illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials, may also result in discipline, up to and including termination of employment.

SECTION 3.7 ATTITUDE AND APPEARANCE FOR WORK

A friendly and courteous attitude by Village employees toward the public is required at all times. Similarly, employees are expected to deliver prompt, thorough, and efficient service to the public to the best of their ability. All employees are required to maintain a neat and clean personal appearance including clothing, personal hygiene and grooming appropriate for the position held and in conformance with the established dress code of their individual department.

All employees are required to maintain a clean, well-groomed appearance in conjunction with the position they hold, suitable for the work they perform and reflects favorably on the Village's image and identity. Uniformed and field positions must wear appropriate attire, and footwear.

If an employee reports to work in an unkempt or disheveled appearance or uniform, he/she may be sent home without pay and/or otherwise subject to appropriate disciplinary action.



It is the responsibility of the supervisors to monitor employees' dress, personal appearance and hygiene within their respective departments. An employee's immediate supervisor will discuss the subject of personal appearance or personal hygiene with the employee if it is felt that appearance or hygiene does not positively reflect the image of the Village.

SECTION 3.8 LOSS OF PERSONAL PROPERTY

Employees should maintain control of their personal property at work at all times. Articles of personal property that are found should be returned to the property owner or turned in to a supervisor. The Village assumes no responsibility for loss, damage to or theft of personal belongings on Village premises. Employees are advised not to carry large sums of money or other valuables with them to work or while working.

Employees suffering damage or loss of personal belongings because of an on-the-job accident should report the incident immediately to their supervisor. Determination of payment for costs incurred due to such accidents will be made in consultation with the Village Administrator's Office. Personal cell phones damaged on the job will generally not be replaced or paid for by the Village.

SECTION 3.9 EMPLOYEE RECORDS AND REPORTS

A complete record of all personnel actions will be maintained on each employee by the Village. Each file will include an application, reference letters, appointment notification, performance evaluations, personnel actions, earned benefits, commendations and other relevant information. Employees should ensure that their personnel file is accurate and up to date by immediately notifying their supervisor of changes of address, telephone number, marital status, dependents, and educational qualifications.

The procedure for employees to inspect their personnel file is governed by the Illinois Personnel Record Review Act (820 ILCS 40/1 *et seq.*). Employees may arrange to review their personnel file by contacting the Personnel Administrator. Those seeking to do so shall provide (7) days written advance notice by completing the "Request to View Personnel Records" form located on the Employee Services page of the EIC and submitting it to the Village Administrator's Office. Viewing of the file shall take place within a Village-owned office, and in the presence of an individual appointed by the Village to maintain the files. Records will be for official use only. In no instance will an employee be allowed to remove materials from his/her personnel file. If an employee disagrees with information contained in his or her personnel file, the employee can submit a written statement to be inserted in their file explaining his/her position, in compliance with the Illinois Personnel Record Review Act. and submitting it to the Village Administrator's Office. Viewing of the file shall take place within a Village-owned office, and in the presence of an individual appointed by the Village to maintain the files. Records will be for official use only. In no instance will an employee be allowed to remove materials from his/her personnel file. If an employee disagrees with information contained in his or her personnel file, the employee can submit a written statement to be inserted in their file explaining his/her position, in compliance with the Illinois Personnel Record Review Act.

SECTION 3.10 CHANGE OF DEPENDENTS OR MARITAL STATUS

Any change of dependents (*i.e.*, births, adoptions, changes in custody) or marital status (*i.e.*, marriage, divorce, civil union) must be reported to the Village Administrator's Office in writing



within 30 calendar days of the occurrence. Failure to report changes within 30 calendar days may result in the loss of health care benefits of the dependent and/or spouse. If timely notification of dependent and spousal changes is not made, the employee will have to wait for the next open enrollment period to properly enroll said dependents. The Village highly recommends employees who experience life events review their beneficiaries of all life insurance, investments and pension benefits at that time.

SECTION 3.11 CHANGE OF ADDRESS AND PHONE NUMBER

An employee must promptly notify their Department Director and the Village Administrator's Office in writing of any change of home address or telephone number. Employees are responsible for updating and verifying their contact information for their respective benefits, including but not limited to, pension and ICMA-RC.



Employee Conduct



SECTION 4.0 EMPLOYEE CONDUCT AND DISCIPLINE

It is expected that all employees' conduct and performance will conform to general standards of good conduct, professionalism, and business ethics, the requirements of the job, published and common-sense health and safety rules and practices, and applicable federal, state and local laws, rules, and regulations. All employees are expected to conduct themselves and behave in a manner which is conducive to the efficient operation of the Village. The Village strives to maintain a safe and pleasant working atmosphere for its employees, and expects all employees to observe the Village's rules, procedures and policies. All actions taken by employees should be in the public interest, as opposed to the individual or personal interest of the employee.

Whenever conduct of an employee falls below a desirable standard, Supervisors will point out, via oral and/or written reporting, the deficiencies at the time they are observed. Corrections and suggestions should be made in a constructive and helpful manner in an effort to elicit the cooperation of the employee. An employee may be put on a performance improvement plan and/or subject to disciplinary action for improper or inappropriate conduct, including, but not limited to violations of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, unacceptable attendance, failure to protect the interest and safety of the Village and of all employees, or other violations of reasonable rules of conduct and expectations.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of conduct that may result in disciplinary action, up to and including termination of employment. **This list is not all inclusive and incidents requiring discipline will be handled on a case-by-case basis:**

- A. Negligence or improper conduct leading to damage of Village-owned or resident-owned property;
- B. Failure to follow any federal, state, or Village law, rule or regulation while on duty or while in or on Village property or engaging in unlawful activity while on duty or while in or on Village property.
- C. Insubordination or other disrespectful conduct toward the public, Village officials or other employees;
- D. Violation of safety or health rules;
- E. Falsifying any Village records, including, but not limited to, time sheets, medical forms, student records, and employment applications, or other fraudulent statements or actions involving Village records or business activities
- F. Possession, use or distribution of alcohol or drugs during working hours.
- G. Possession or use of illegal substances on or off Village property.
- H. Reporting to work or working under the influence of alcohol or drugs.
- I. Physical or verbal abuse of another employee; physical violence, threats or intimidation; Sexual or other unlawful harassment;
- J. Possession of dangerous or unauthorized materials, such as explosives or firearms in the workplace (or any violation of the concealed carry laws or postings);
- K. Excessive absenteeism, tardiness;
- L. Unauthorized use of telephones, mail system, computers or any other Village-owned equipment, supplies or facilities;
- M. Unauthorized disclosure of privileged or customer proprietary information or confidential information;
- N. Unsatisfactory performance or conduct or inability to perform the requirements of the position;



- O. Improper or unauthorized use of Village vehicles, equipment or supplies;
- P. Accepting or soliciting bribes;
- Q. Sleeping while on duty; using scheduled work time for activities other than job performance unless permission has been granted for those activities by the supervisor;
- R. Any action which reflects discredit upon the Village or is a direct hindrance to the effective performance of the Village's operations.
- S. Failure to comply with any other Village policy or procedure as described in the Handbook or as otherwise communicated from time to time by the Village, or other misconduct as determined by the Village. Offensive, inappropriate or negative attitude, conduct or language directed toward the public (and/or in their presence).
- T. Theft, participating in a theft or attempted theft of Village property or property of any employee, resident, or visitor to the Village.
- U. Signing or swiping in or out for another employee or letting someone else sign or swipe in or out for you.
- V. Incompetence, negligence, inefficiency, failure or inability (with or without a reasonable accommodation if disabled) to perform the essential job duties required of the employee's position or class.
- W. Failure to do work assigned.
- X. Repeated absenteeism or tardiness.
- Y. Leaving job during working hours without permission.
- Z. Claiming sick leave under false pretenses or otherwise misrepresenting reason for time off or use of other benefits.

Repeated or chronic violation of the Village's policies or guidelines. The Village retains the sole discretion to determine what qualifies as inappropriate conduct and the form of discipline warranted in each situation and supports the use of progressive discipline procedures. Progressive discipline includes, but is not limited to, coaching sessions, verbal warnings, written warnings, suspension, and performance improvement plans. The Village reserves the right to administer any disciplinary actions on a case-by-case basis, giving consideration to the type and frequency of the misconduct at issue. Further, the at-will nature of the employment relationship between the Village and its employees allows the Village to terminate an employee at any time, with or without cause, for any or no reason and with or without notice.

Furthermore, it shall be the responsibility of the employee's Supervisor and/or the Department Director, as applicable, to document and record any and all violations of conduct by any employee. Documentation of infractions shall be retained in the employee's personnel file and under the jurisdiction of the Village Administrator's Office.

Forms of Discipline

Disciplinary action may involve any of the following. ***This list is not all-inclusive, and steps may be skipped within the discretion of management and/or language within a collective bargaining agreement, if applicable, based on the circumstances involved:***

A. Reprimand

The reprimand is usually issued, orally or in writing, when an employee's performance or conduct does not meet acceptable minimum standards. Generally, criteria for improvement of performance will be detailed and time limits set for accomplishment of acceptable performance.



B. Transfer

An employee may be involuntarily transferred where the employee's performance in their assigned position is below the acceptable minimum and where the supervisor determines that the employee's particular skills might be better utilized in a different position. No reduction in grade or regular base salary will occur when a transfer is made, but future increases may be delayed or curtailed for an indefinite period of time.

C. Demotion

Demotions for disciplinary reasons may be necessary in situations where an employee's work and/or behavior is unsatisfactory but does not merit dismissal. Such employees may be retained and assigned less responsible work and shall serve a performance evaluation period in the new position in accordance with the probationary conditions stated in this Handbook.

When a Department Head believes that a demotion is in order as a result of misconduct, poor quality of work, infraction of rules, or for other cause, the Department Head shall request that such action be taken by the Village Administrator.

D. Suspension

Any action on the part of the employee which is in violation of the orders of their supervisor or contrary to Departmental or Village rules, but not serious enough to warrant dismissal, may be suspended without pay. This power is exercisable by the Village Administrator. Prior to a suspension without pay, an employee shall be entitled to a pre-disciplinary hearing at which time the employee will be able to present any evidence in defense of the charges.

When a Department Head is suspended, the Village Administrator shall notify the Village Board in writing.

E. Dismissal

Serious or repeated misconduct or failure to satisfactorily perform the employee's job duties, may warrant dismissal. The notice of dismissal shall be in writing and shall state the specific charges and reasons for dismissal. Prior to dismissal, an employee shall be entitled to a pre-disciplinary hearing at which time the employee will be able to present any evidence in defense of the charges.

SECTION 4.1 ANTI-WORKPLACE VIOLENCE

The Village is committed to providing a safe and comfortable working environment for its employees. The Village is committed to promptly responding to situations which are brought to the attention of management and appear to raise the potential for violent behavior. Any employee who attempts to intimidate or commits an act of violence toward any other Village employee, customer, or vendor, or subtly or directly threatens or hints such action, will be subject to discipline, up to and including termination.

SECTION 4.2 WEAPONS AND FIREARMS IN THE WORKPLACE

The Village's policy is to maintain a work environment that is free of the possession and use of firearms, explosives, other weapons, or materials employed as a weapon. The Village requires



the cooperation of all individuals working on behalf of the Village in complying with this policy. Violations of the policy may lead to disciplinary action, up to and including termination.

No employee, or contractor, shall carry, wear, or otherwise possess, control, transfer, sell, give, deliver, accept, or use any weapons or materials employed as a weapon at any time on and off Village property in work areas, while performing work duties, or while operating Village equipment or vehicles. Willowbrook Police Officers are exempt from this restriction, as it relates to the performance of their job duties as law enforcement officers.

4.2.1 Concealed Carrying Prohibited

In addition to the prohibition on weapons in all Village work areas, Village facilities are a “prohibited area” under 430 ILCS 66/65 (a) (5) of the Illinois Firearms Concealed Carry Act and thus concealed carrying in or on any Village facility is not authorized by law, regardless of whether the individual possesses a concealed carry permit and/or FOID card.

4.2.2 Exceptions for Carrying a Lawful Weapon onto Village Premises

An individual may keep a lawful weapon in their personal vehicle properly parked and locked in a Village parking lot or parking area, so long as the weapon is kept (1) in compliance with all applicable Federal, State, and local laws and regulations, (2) entirely out of sight (such as glove compartment or trunk) within the locked vehicle, and (3) so long as the individual is properly licensed and otherwise complies with Village policy. Under no circumstances shall an individual bring a weapon into a Village building or work area.

Willowbrook Sworn Police Officers and civilian employees may possess weapons as authorized by Police Department Policy to fulfill their job duties. Other sworn law enforcement officers, who are on Village premises, in the course of their official duties may possess weapons issued by their respective law enforcement agency.

4.2.3 Duty to Report

Weapons on Village property, including Village-owned vehicles and equipment, are considered an immediate safety issue. Any individual who suspects or has knowledge of a weapon in Village-owned buildings, vehicles or equipment or is improperly stored in personal vehicles is required to call 911 and make a report to the Police Department. Any individuals with questions about bringing weapons onto Village premises should contact the Village Administrator’s Office.

SECTION 4.3 ANTI-HARASSMENT / ANTI-DISCRIMINATION AND OTHER INAPPROPRIATE BEHAVIOR

4.3.1 Purpose of Policy

The Village is committed to maintaining a work environment which is free from all forms of harassment or discrimination of any kind. In keeping with this commitment, the Village will not tolerate sexual harassment or any other form of harassment or discrimination of any kind based upon a person’s actual or perceived race, color, religion, sex, pregnancy, ancestry, national origin, age, disability, sexual orientation, marital status, citizenship status, or other legally protected group status, by its employees or against its employees by anyone, including supervisors, co-workers, officers, vendors, customers or any third party. This Policy is intended to assure that the Village is taking all steps to prevent harassment and discrimination in the



workplace and to correct harassing or discriminatory conduct that does occur before it becomes severe or pervasive.

Each Village employee and officer bears the responsibility to refrain from discrimination or harassment in the workplace. Village employees who engage in discriminatory or harassing conduct may be subject to disciplinary action, up to and including termination of employment with the Village. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from harassment or discrimination of any kind.

The Village also prohibits retaliation of any kind against anyone who has complained about discrimination or harassment, whether that concern relates to discrimination against or harassment of the individual raising the concern or against another individual.

4.3.2 Definitions and Prohibited Conduct

A. Sexual Harassment

Sexual harassment, for purposes of this policy, means any harassment or discrimination on the basis of an individual's actual or perceived sex or gender, including unwelcome sexual advances, requests for sexual favors, other verbal, non-verbal, or physical acts of a sexual or sex-based nature, where:

- (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can occur between men and women, or members of the same gender. This behavior is unacceptable in the work place itself and in other work-related settings such as business trips, court appearances and business-related social events.

Sexual harassment affects the victim and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequences. Sexually-oriented acts or sex-based conduct have no legitimate business purpose. Where such conduct is directed by a supervisor (or someone in a management position) toward a subordinate, the former will be held to a higher standard of accountability because of the degree of control and influence he or she has or is perceived to have over the employment conditions and benefits of the subordinate.

Prohibited acts of sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Such behavior may include, but is not limited to: unwanted sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls; touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, instant messaging, texts, Internet or computer usage); and other



physical, verbal or visual conduct of a sexual nature. Harassment that does not include sexual activity or language may also constitute discrimination if it is severe or pervasive and directed at employees because of their actual or perceived gender.

B. Other Forms of Harassment and Discrimination

Harassment or discrimination consists of unwelcome conduct of any kind, whether verbal or physical, or disparate treatment affecting an individual's terms and conditions of employment based upon a person's actual or perceived race, color, religion, sex (gender), pregnancy, ancestry, national origin, age, physical or mental disability, sexual orientation, marital status, citizenship status, or other legally protected group status.

Harassing conduct (based on other protected categories) includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail, instant messaging, texts, Internet or computer usage) because of his or her actual or perceived protected status.

The Village will not tolerate harassing or discriminatory conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment.

4.3.3 Individuals Covered Under The Policy

This policy covers all employees and officers of the Village. The Village will not tolerate, condone or allow harassment or discrimination, whether engaged in by fellow employees, supervisors, officers or by other non-employees who conduct business with the Village. The Village supports and encourages reporting of all incidents of harassment and discrimination, regardless of who the offender may be, and will promptly investigate all reported incidents. Where the alleged offender is not an employee or officer of the Village, the Assistant Village Administrator or the Village Administrator, in consultation with the complainant, will review the complaint and make every effort to identify a reasonable remedy if harassment or discrimination has been confirmed.

4.3.4 Responsibility of Supervisory Employees

Each supervisor is responsible for maintaining the workplace free from harassment and discrimination. This is accomplished by promoting a professional environment and by dealing with harassment and discrimination as well as other forms of employee misconduct. In addition, all supervisors are required to report complaints of harassment or discrimination to the Assistant Village Administrator or the Village Administrator. A supervisor must address an observed incident of harassment or discrimination or a complaint with seriousness, take prompt action to investigate it, report it, and end it, and implement appropriate disciplinary action. This also applies to cases where an employee tells the supervisor about behavior that constitutes sexual harassment, or other harassment or discrimination, but does not want to make a formal complaint. In addition, supervisors must ensure that no retaliation will result against an employee making a complaint of harassment or discrimination.



4.3.5 Responsibility of Individual Employees

Each individual employee and officer has the responsibility to refrain from harassment and discrimination in the workplace and to report incidents of harassment or discrimination. An individual employee who harasses or discriminates against a fellow employee is, of course, liable for his or her individual conduct and will be subject to disciplinary action, up to and including termination of employment.

4.3.6 Complaint Process

While the Village encourages individuals who believe they are being harassed or discriminated to firmly and promptly notify the offender that his or her behavior is unwelcome, the Village also recognizes that such a confrontation may be ineffective or impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, or even when such communication has occurred, the following steps should be taken to report a complaint of harassment or discrimination.

A. Reporting of Incident: All employees and officers are required to report any suspected harassment or discrimination by another person to his or her Department Head, except where the Department Head is the individual accused of harassment or discrimination. In that case, the complaint should be reported to the Assistant Village Administrator or the Village Administrator of the Village. In the case of an instance of sexual harassment, if the victim prefers to report the suspected harassment to someone of the same gender as that of the victim, the complaint can be reported to a Department Head of another Department or the Assistant Village Administrator. The report may be made initially either orally or in writing, but reports made orally must ultimately be reduced to writing.

B. Investigation of Complaint: When a complaint of harassment or discrimination has been reported, the Village Administrator (or Village President, in the event the Village Administrator is the individual accused of harassment or discrimination) or his or her designee will make a determination as to whether a detailed fact-finding investigation is necessary. (For example, if the alleged harasser does not deny the accusation, there would be no need to interview witnesses, and the Village could immediately determine appropriate corrective action.) If a fact-finding investigation is necessary, the Village Administrator or his or her designee will promptly initiate an investigation of the suspected harassment or discrimination. The fact-finding investigation will include an interview with the employee(s) who made the initial report, the person(s) towards whom the suspected harassment was directed and the individual(s) accused of the harassment or discrimination. Any other person who may have information regarding the alleged harassment or discrimination may also be interviewed.

C. Records; Confidentiality: Employees who report incidents of harassment or discrimination are encouraged to keep written notes in order to accurately record the offensive conduct. Every effort shall be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit, however, the Village advises that records it maintains and the complainant maintains may not be considered privileged from disclosure.

D. Timeframe for Reporting Complaint: The Village encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. Delayed reporting of complaints will not, in and of itself, preclude the Village from taking remedial action.



E. Protection Against Retaliation – Retaliation Prohibited: The Village will not in any way retaliate or permit any employee, officer or agent of the Village to retaliate against an individual who makes a report of harassment or discrimination or provides information related to such report. Any witness to an incident or participant in any investigation of harassment or discrimination is also protected from retaliation. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment or discrimination will be subject to the same disciplinary action provided for harassment/discrimination offenders, meaning disciplinary action up to and including termination of employment. No one making a complaint of harassment or discrimination or providing information related thereto will be retaliated against even if a complaint made in good faith is not substantiated. Similar to the prohibition against retaliation as set forth in this policy, whistleblower protection from retaliatory action is afforded under the State Officials and Employees Ethics Act (5 ILCS 430/15-10; 5 ILCS 430/70-5), the Whistleblower Act (740 ILCS 174/15(a)) and the Illinois Human Rights Act (775 ILCS 5/6-101).

F. Appeals: If either party directly involved in a harassment or discrimination investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written comments in a timely manner to the Village President, for review.

4.3.7 Discipline/Sanctions

Disciplinary action will be taken against any employee found to have engaged in harassment or discrimination of any other employee. The extent of sanctions may depend in part upon the length and conditions of employment of the particular employee and the nature of the offense. The Village has the right to apply any sanction or combination of sanctions, up to and including termination, to deal with unreasonable conduct, harassment or discrimination.

Where a hostile work environment has been found to exist, the Village will take all reasonable steps to eliminate the conduct creating such an environment.

4.3.8 False and Frivolous Complaints

If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, up to and including termination. False and frivolous charges do not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for an individual accused of harassment or discrimination, a false and frivolous charge is a severe offense that can itself result in disciplinary action, including termination.

4.3.9 Education / Training

Education and training for employees and officers at every level of the Village is critical to the success of the Village's policy against harassment and discrimination. This policy will be distributed to all employees and officers of the Village. All employees and officers are required to read and sign a receipt of the Village's policy. In addition, employees and officers will receive annual training regarding the Village's policy. The training shall include, at a minimum, the following: (i) the definition and a description of sexual harassment, unlawful discrimination, and harassment, including examples of each; (ii) details on how an individual can report an allegation of sexual harassment, unlawful discrimination, or harassment, including options for



making a confidential report to a supervisor or the Department of Human Rights; (iii) the definition and description of retaliation for reporting sexual harassment, unlawful discrimination, or harassment allegations utilizing examples, including availability of whistleblower protections under the Workplace Transparency Act, the Whistleblower Act, and the Illinois Human Rights Act; and (iv) the consequences of a violation of the prohibition on sexual harassment, unlawful discrimination, and harassment and the consequences for knowingly making a false report. A person who fills a vacancy in an elective or appointed office and all newly hired employees will complete his or her initial harassment and discrimination prevention training program within 30 days after commencement of his or her office or employment.

4.3.10 External Procedures for Filing a Complaint of Harassment or Discrimination

The Village hopes that any incident of harassment or discrimination can be resolved through the internal process outlined above. All employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR or the EEOC must be filed within three hundred (300) days of the incident. In addition, an appeal process is available through the Human Rights Commission (IHRC), after the IDHR has completed its investigation of the complaint.

The Illinois Department of Human Rights (IDHR) may be contacted as follows:

(312) 814-6200
(866) 740-3953

The Illinois Human Rights Commission (IHRC) may be contacted as follows:

CHICAGO	(312) 814-6269
TTY	(312) 814-4760

The United States Equal Employment Opportunity Commission (EEOC) may be contacted as follows:

(312) 872-9744
(866) 740-3953

An employee who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC may file a retaliation charge with either of these agencies. The charges must be filed within 300 days of the retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

Each Village employee and officer bears the responsibility to refrain from discrimination or harassment in the workplace. Village employees who engage in discriminatory or harassing conduct may be subject to disciplinary action, up to and including termination of employment with the Village. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from harassment or discrimination of any kind.



The Village also prohibits retaliation of any kind against anyone who has complained about discrimination or harassment, whether that concern relates to discrimination against or harassment of the individual raising the concern or against another individual.

4.3.11 Whistleblower Protection Policy

The Village encourages its employees to report improper activities in the workplace and will protect employees from retaliation for making any such report in good faith.

In addition, employees can refuse to participate in an activity that would result in a violation of local, state or federal laws, or a violation or noncompliance with a local, state or federal rule or regulation.

4.3.12 Bullying

The Village will not tolerate verbally or physically abusive conduct by anyone which harasses, disrupts, or interferes with another person's work performance or which creates an intimidating, offensive or hostile working environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of all employees, supervisors, elected or appointed officials, vendors, contractors, guests and other regular visitors of the Village. Bullying in the workplace interferes with another person's work performance. It is conduct that can be verbally or physically abusive; therefore it is not tolerated. All employees are expected to stop bullying in the workplace by demonstrating appropriate behavior consistent with these standards, and avoiding engaging in behavior that is inconsistent with these standards.

Bullying refers to actions or conduct, whether verbal or physical, toward or about an individual that has the purpose or effect of substantially interfering with an employee's work or work environment and that adversely affects an employee's ability to contribute to work or the work environment by placing the employee in reasonable fear of physical harm and/or by causing emotional distress. Bullying may occur verbally, physically, in writing (including emails, text messages and online postings) or non-verbally/non-physically (*i.e.*, hand gestures). Bullying may also involve an abuse of power across different classifications of employees (*i.e.*, supervisors, clerks, security personnel etc.)

Bullying includes an individual's repeated, intentional and/or targeted actions directed toward an employee (or a group of employees) that have the purpose or effect of abusing, intimidating, demeaning, degrading, threatening, coercing, and/or humiliating the employee(s). Workplace bullying is often characterized through purposeful use of insulting, hurtful, hostile, vindictive, cruel or malicious behaviors that undermine, disrupt or negatively impact an employee's ability to do their job.

Some examples of bullying include, but are not limited to:

- Persistent or arbitrary criticism; publicizing humiliating or false information about an employee's work or reputation;
- Gossip, rumors and innuendo;
- Tampering with a person's personal belongings or work equipment;



- Excessive teasing;
- Pranks, tricks or practical jokes that have the intent or effect of humiliating or embarrassing a person;
- Yelling or use of profanity or demeaning language; verbal abuse, threats and intimidation;
- Withholding necessary information or purposefully giving the wrong information;
- Setting another employee up to fail; deliberately undermining or sabotaging another employee's work;
- Systemic isolation, exclusion, ignoring or ostracizing of an individual from work, work interactions and the work environment;
- Deliberate, inappropriate or cruel jokes targeted toward an employee or made at an employee's expense;
- Staring, glaring or nonverbal intimidation and displays of hostility.

Any employee who has experienced or witnessed behavior that could constitute bullying should report the behavior to a supervisor or the Village Administrator's Office. The Village will investigate all complaints arising under this policy in accordance with the procedures set forth in section 4.4.6, and if it is determined that any employee has engaged in inappropriate conduct under this policy, management will take appropriate corrective and/or disciplinary action, up to and including termination.

4.3.13 Non-Fraternization Policy

Working relationships can sometimes evolve into personal relationships. When employees are engaged in a personal relationship, a conflict of interest may arise in certain instances. While the Village encourages a collegial and supportive atmosphere at work for its employees, personal relationships between employees may become a concern if they create an appearance of impropriety, impair the work of any employee; involve harassing, demeaning, or creating a hostile working environment for any employee; or disrupt the smooth and orderly flow of work within the office. In order to avoid conflicts of interest, the Village has implemented the following policy.

For purposes of this policy personal relationship includes dating; engagement to be married; cohabitation within the same household and living in a romantic partnership (excludes platonic roommates sharing living expenses); having a romantic or sexual relationship.

An employee may not supervise or hire a person with whom he or she is having a personal relationship. An employee may not work in a position where he or she has influence over the terms and conditions of the employment of a person with whom he or she has a personal relationship.

Employees that are in a personal relationship, regardless of whether one employee has supervisory authority over the other, must immediately report the relationship to their Supervisor, Department Head or the Village Administrator, so that the situation can be



evaluated. In case of an actual or potential conflict of interest, the Village will take prompt action. This may include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

If a relationship or social activity between two or more employees: has the potential or effect of involving the employees, their coworkers, or the Village in any kind of dispute or conflict with other employees or third parties; interferes with the work of any employee, creates a harassing, demeaning, or hostile working environment for any employee; disrupts the smooth and orderly flow of work within the office, or the delivery of services to the residents or customers; or tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship, the employee(s) involved may be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the circumstances. The Village also reserves the right to reassign any employee at its sole discretion in the event a conflict to this policy is identified.

No employee may use Village equipment or facilities for furtherance of non-work-related activities or relationships unless done through channels available to the public.

Failure to comply with this policy can lead to discipline, up to and including termination.

4.3.14 Anti-Retaliation Policy

The Village has a strict anti-retaliation policy, which includes employee protections under the Whistleblower Act (740 ILCS 174/15(a)), and Illinois Human Rights Act (775 ILCS 5/6-101). All employees should be advised that retaliation will not be tolerated against any person who has filed a complaint in regards to harassment, discrimination, sexual harassment or bullying; or who assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or who files a charge of discrimination or harassment; or who otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation will result in severe discipline, up to and including termination. Anyone experiencing or witnessing any conduct he or she believes to be discriminatory or retaliatory should immediately report such conduct using the complaint process set forth in Section 4.4.8.

4.3.15 Americans with Disabilities Act (ADA)

It is the policy of the Village to comply with all provisions of the Americans with Disabilities Act ("ADA"). The Village will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of his physical or mental disability. The Village also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job. If an employee has a disability and requires a reasonable accommodation in order to perform the essential functions of their job, the employee should contact the Village Administrator's Office to request such an accommodation. The Village will engage in an interactive process with the employee to identify the barriers, if any that are interfering with the employee's ability to perform the essential job functions. As part of the interactive process, the Village may request that the individual provide certain information from their health care provider related to their ability to perform the essential



job functions, with or without reasonable accommodation.

SECTION 4.4 PERSONAL SOCIAL MEDIA USE

At the Village, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

GUIDELINES

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Village, as well as any other form of electronic communication.

The same principles and guidelines found in the Village's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects residents, customers, suppliers, people who work on behalf of the Village or the Village's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

The same rules found in this Handbook apply to your activities online. Carefully read these guidelines paying specific attention to the Village's Anti-Harassment/Anti-Discrimination/Anti-Retaliation Policy identified in Section 4.4 of the Handbook. Ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, residents, customers, members, suppliers or people who work on behalf of the Village. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage residents, customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Village policy.



Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Village, its residents, fellow employees, members, customers, suppliers, or people working on behalf of the Village.

Post only appropriate and respectful content

- Maintain the confidentiality of the Village's private or confidential information.
- Do not create a link from your blog, website or other social networking site to a Village website without identifying yourself as a Village employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Village. If the Village is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Village, fellow employees, residents, members, customers, suppliers or people working on behalf of the Village.
- If you do publish a blog or post online related to the work you do or subjects associated with the Village, make it clear that you are not speaking on behalf of the Village. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Village."

Using social media at work

Refrain from using social media while on work time or on equipment provided by the Village, unless it is work-related as authorized by your manager or consistent with Village policies. Do not use the Village's email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

The Village prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

For more information

If you have questions or need further guidance, please contact the Village Administrator.

SECTION 4.5 DRUG FREE WORKPLACE POLICY

The public has a right to expect Village employees will not report to work under the influence of drugs or alcohol. The Village has a right to expect its employees to report to work ready for duty and to set a positive example for the community. In all instances, employees are expected to



maintain a safe workplace and to promote the safety of employees and the public. The Village has adopted a strict drug and alcohol-free workplace policy to provide a safe and healthy workplace for all employees, prevent accidents, and to comply with federal and state health and safety regulations.

The Village of Willowbrook, in compliance with its obligations under the Drug-Free Workplace Act of 1988 and the Illinois Drug-Free Workplace Act, hereby notifies all employees that the Village has a policy of maintaining a drug and alcohol-free workplace and that the unlawful manufacture, dispensing, possession, use or distribution of drugs or alcohol is prohibited on Village premises. All employees must abide by the terms of this policy as a condition of employment with the Village.

Note: Pursuant to federal law, employees in positions requiring a CDL are subject to the Controlled Substance and Alcohol Use and Testing regulations contained in 49 CFR § 382 *et seq.* Accordingly, such employees are governed by the federal regulations in addition to the provisions of this Village policy.

4.5.1 Definitions

“Drugs” include any controlled substance as listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550) and substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. §812, any drug which is not legally obtainable, and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages, or any other intoxicating substance. Prohibited substances include, but are not limited to: narcotics (heroin, morphine, etc.), cannabis (marijuana, hashish), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, “designer drugs”, etc.).

“Under the Influence of Alcohol” means an alcohol concentration of .02 or more, or actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use, or conduct involving alcohol adversely affecting the employee’s work performance, the safety of the employee, fellow workers, or the public, or the Village’s reputation.

“Under the Influence of Drugs” means a confirmed positive test result for drug use or their metabolites or conduct evidencing apparent impairment such as conduct involving drugs adversely affecting the employee’s work performance, the safety of the employee, fellow workers, or the public, or the Village’s reputation.

“Refusal to submit” means to obstruct the collection process, to submit an altered, adulterated, or substitute sample, or to fail to promptly provide specimen for testing when directed.

“Positive Test Results” means a positive result on both the initial screening test and confirming test.

“Sensitive Positions” are defined as those positions involving functions, duties and responsibilities which have a direct and substantial effect on public health or safety or the health or safety of co-workers.



“Qualifying Patient” is defined under 410 ILCS 130 Compassionate Use of Medical Pilot Program Act as a patient who holds a Registry Identification Card from the Department of Public Health permitting them to obtain and use legally prescribed medical cannabis.

4.5.2 Prohibitions

All employees shall be prohibited from:

- Consuming, possessing, or using alcohol or drugs at any time while on-call or during the employee's working hours, including breaks, on any of the Village's premises or job sites, including all Village facilities, properties, vehicles, and the employee's personal vehicle while engaged in the business of the Village;
- Using, selling, purchasing, manufacturing, dispensing, or delivering any drug during the employee's working hours, including breaks, while on call or when off duty;
- Being under the influence of alcohol and/or drugs while working or on call;
- Consuming alcohol or using drugs in public, outside of work hours, while in a Village uniform, or attire indicating employment with the Village;
- Consumption, possession, or being under the influence of marijuana, including medical cannabis products, as defined by 410 ILCS 130, during the employee's working hours, including breaks and while on call;
- Failing to report to their supervisor any known adverse side effects of the medication or prescription drugs which they are taking;

4.5.3 Reporting Requirement

It is the responsibility of the employee to report to their supervisor at the beginning of their shift of any restrictions from prescription drugs that have been prescribed for them by a physician, which could alter their behavior or impair their ability to perform work safely. If the employee finds that their behavior or ability to perform work safely has been compromised, they are to report this to a supervisor immediately. Failure to report the impact or potential impact of prescription drugs on an employee's ability to safely perform their job duties could subject the employee to discipline.

Employees must also report any criminal convictions the next business day after the conviction and must report any arrest the next business day, or prior to reporting to work, whichever is sooner, for purposes of facilitating investigation into the allegations to determine if there has been a violation of Village policy or other change in eligibility for continued employment.

Any employee of the Village convicted of a violation of any federal or state criminal statute involving the manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace must notify the Village no later than five (5) calendar days after such conviction, which is defined to include a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

4.5.4 Medicinal Cannabis Use

Effective January 1, 2014, the 410 ILCS 130 Compassionate Use of Medical Cannabis Pilot Program Act allows for the lawful use of medical cannabis for a “Qualifying Patient” whose physician certifies has a debilitating medical condition that the patient would receive therapeutic benefit from medical cannabis.



A “Qualifying Patient” is prohibited from and subject to discharge if they are found using, possessing, or being under the influence of legally prescribed medical cannabis during work hours, on Village property, or anywhere conducting business on behalf of the Village. Unless otherwise noted, “Qualified Patients” are required to comply with this policy, which will apply to Qualified Patients on the same basis as any other employee who violates a provision of this Policy.

A “Qualifying Patient” who is subject to random drug testing or drug testing as part of their required physical will be held to the same standards as employees not in possession of a Registry Identification Card.

4.5.5 Circumstances Requiring Drug and Alcohol Testing

There are several conditions or situations in which an employee will be ordered to submit to an alcohol or drug test. In conducting the drug test, the Village shall use only laboratories that are certified by the Substance Abuse and Mental Health Services Administration.

- Pre-employment Testing: All offers of employment are contingent upon applicants passing a drug test before beginning their employment with the Village. Refusal to submit to testing will result in disqualification of further employment consideration.
- Random Testing: Employees employed in safety sensitive positions may be subject to periodic or random testing. Employees are required to submit for testing when selected.
- Reasonable Suspicion Testing: If the Village has reasonable suspicion to believe an employee is under the influence of alcohol or drugs during the course of the employee’s shift, the Village has the right to require the employee to submit to alcohol and/or drug testing. Under no circumstances will the employee be allowed to drive themselves to the testing facility.

Reasonable suspicion shall be deemed to exist if the facts and circumstances warrant rational inferences by a supervisor that a person is using and/or is physically or mentally impaired due to being under the influence of a controlled substance. Reasonable suspicion will be based upon the following:

- o When a trained supervisor observes that reasonable suspicion exists based on specific, contemporaneous, observations concerning the appearance, behavior, speech or body odors of the employee; and when a trained supervisor has confirmed, with the input of a second trained supervisor, the reasonable suspicion determination;
- o When an employee has been arrested or indicted for conduct involving illegal drug and/or alcohol related activity on or off duty;
- o When an employee is involved in an on-the-job injury or accident causing reasonable suspicion of drug or alcohol use. Based on the individual circumstances surrounding the accident and the employee’s conduct, when an employee is involved in an on-duty accident, while driving their personal or Village vehicle, resulting in a human fatality, or bodily injury with immediate medical treatment away from the scene, or disabling damage to any motor vehicle. The subsequent testing must take place within two (2) hours following the accident.



4.5.6 Use of Legal Drugs

Any employee who works on or near vehicles or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a legal drug (including medical marijuana) must report the use of such legal drug to the Department Director if the legal drug can affect the employee's performance by causing drowsiness or if it alters perception, judgment, or reaction time or prevents the employee from performing his or her job safely. The burden is on the employee to ascertain from his doctor or pharmacist whether or not the legal drug has such a potential side effect and to notify the Department Director to determine if some reasonable accommodation is appropriate. The information will be retained by the Village in a confidential manner and will be disclosed only to persons who need to know. The employee's Supervisor, after conferring with the Department Director, will decide whether or not an employee may safely continue to perform his job while using the legal drug. Failure to declare the use of such legal drugs will be cause for discipline, up to and including dismissal.

4.5.7 Order to Submit to Testing

Employees subject to testing for reasonable suspicion, officer involved shooting or due to an accident shall be driven by a supervisor to a Village designated medical facility. When testing is ordered, the employee may be removed from duty and placed on administrative leave with pay pending the receipt of results. Any refusal to submit to drug or alcohol testing when requested by the Village, will result in discipline up to and including termination, but the employee's taking of the test shall not be construed as a waiver of an objections or rights the employee may have. Employees who hold a Commercial Driver's License may be subject to additional rules and regulations as defined under the Department of Transportation.

4.5.8 Confidentiality

Information and records relating to positive test results, drug dependencies and legitimate medical explanations provided to the Medical Review Officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant.

4.5.9 Discipline/Penalties for Violation

- A. An employee who reports to work under the influence of alcohol, controlled substances, or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on Village property, is convicted of a drug related crime, causes financial or physical damage to the Village, Village property or its employees, or fails to report the use of legal drugs in accordance with this policy, or who otherwise fails to cooperate with this policy will be disciplined and/or must successfully complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency and by the Village. On the first occurrence, discipline may consist of suspension with or without pay, termination, and/or successful completion of a drug assistance or rehabilitation program as deemed appropriate by the Village, under the circumstances. The employee shall be terminated on the second occurrence.



- B. The Village shall terminate an employee (a) if the employee refuses to submit to diagnosis, testing or screening upon request of the Village; (b) if the employee tampers in any way with the specimen given to the Medical Facility for purposes of drug screening or testing; (c) if the Medical Facility recommends treatment and the employee refuses to undergo such treatment; (d) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (e) if the employee, who in the course of or following treatment, is again under the influence of alcohol or drugs in violation of this Policy; or, (f) if the employee fails to notify their Department Director of an arrest and/or conviction for violating any federal or state Criminal Drug Statute in accordance with this policy.
- C. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Village (with or without a reasonable accommodation if the individual is disabled). Participation in a treatment program will not, in itself, protect the employee from disciplinary actions. The Village, however, will not take adverse action against an employee solely because he voluntarily and successfully completes medical treatment.

In addition to, or as an alternative to discipline, the Village may require an employee who violates this policy or a convicted employee to successfully complete an appropriate drug or alcohol abuse employee assistance treatment recommendations and any required follow-up testing.

Infractions may also be reported to law enforcement officials when appropriate.

4.5.10 Follow Up Testing

Depending upon the circumstances and the employee's work history/record, the Village may offer an employee who violates this policy or tests positive the opportunity to return to work on a last chance basis pursuant to mutually agreeable terms, which could include, but are not limited to, follow-up testing at times and frequencies determined by the Village. If the employee either does not complete their rehabilitation program or tests positive during, or after completing, the rehabilitation program, the employee may be subject to immediate discharge from employment.

4.5.11 Voluntary Request for Assistance

The Village will assist and support employees who voluntarily seek help for alcohol or drug problems before becoming subject to discipline under this policy. No employee will be disciplined or discharged for voluntarily seeking medical or other professional assistance for alcohol and drug problems. However, the employee must continue to observe all of the Village's policies and rules, including those relating to the use and possession of drugs and alcohol. Seeking professional assistance or participating in a drug and/or alcohol rehabilitation program will not insulate an employee from discipline, up to and including immediate termination, for violation of the Village's policies and rules.

Additionally, the Village may, in its discretion, abstain from implementing an adverse employment action against an employee who prior to a positive test result voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the testing of an employee or unless the employee is found impaired on the job.

This shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such an individual from performing regular



job duties or whose continuance on active status would constitute a direct threat to the property or safety of others.

The Village may require reassignment with pay of an employee who voluntarily seeks assistance if the employee is then unfit for duty in their current assignment and if another assignment is available in which the employee is qualified and able to perform. The Village shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above; assignment to inactive status as described above; or discipline for misconduct. When undergoing treatment and evaluation, the employee shall be allowed to use sick leave, and/or paid leave, apply for the catastrophic leave program and/or may be placed on unpaid leave by the Village Administrator's Office or designee pending treatment.

The employee may be required to document that they are successfully following prescribed treatment and may be subject to follow up alcohol and/or drug testing as a condition of continued employment.

SECTION 4.6 DRIVER'S LICENSE AND INSURANCE

All employees who drive Village-owned vehicles or privately owned vehicles to conduct Village business must possess a valid driver's license. Employees who use a privately owned vehicle to conduct Village business must also carry valid insurance in accordance with state law. In the event such an employee's driver's license is suspended, revoked or lost, they are required to notify the Village immediately.

SECTION 4.7 USE OF VILLAGE-OWNED EQUIPMENT, VEHICLES, AND SUPPLIES

Village-owned equipment, vehicles, and supplies are provided by the Village to enable employees to perform their job functions and responsibilities. Unauthorized use of Village-owned equipment, vehicles or supplies is prohibited. Personal equipment, tools, or supplies may not be brought on Village property and used for Village-related business, or stored on Village premises, without prior authorization by the employee's Department Director or designee.

Employees are responsible for the care and conservation of Village equipment, vehicles and supplies. Accidents, breakdowns, or malfunction of any vehicle or equipment shall be reported promptly to a supervisor so the necessary repairs may be made.

Village provided vehicles may be used to travel to destinations up to one hundred (100) miles (one-way) from Willowbrook, if approved by Village Administrator (or designee). Pre-planned trips beyond one hundred (100) miles are to be approved by the Village Administrator (or designee) prior to use. Gasoline purchases are reimbursable when accompanied by a valid receipt. Employee's receiving an automobile allowance from the Village may not use a Village owned vehicle. Exceptions to this policy may be made only by the Village Administrator (or designee).

SECTION 4.8 DRIVER OPERATIONS AND USE OF VILLAGE VEHICLES POLICY

When using Village vehicles, employees are expected to exercise care, perform required maintenance, inspections, and follow all operating instructions, safety standards, and guidelines. Village vehicles shall not be used for unauthorized, non-Village purposes. Any employee who



violates this policy or who is responsible for the improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, including excessive or avoidable traffic and parking violations, may be disciplined, up to and including termination.

It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, the Village of Willowbrook endorses all applicable state motor vehicle laws and regulations relating to driver responsibility. The Village expects each driver to drive in a safe and courteous manner pursuant to the following safety rules, **including the use of a seatbelt at all times**. If an employee receives a driving or parking ticket (including a red-light camera violation) while driving a Village vehicle, the employee will be financially responsible for paying the fine timely and court appearances.

Employees must comply with Illinois Vehicle Code (625 ILCS 5/12 – 610.2) and refrain from using an electronic communication device as defined by the Illinois Vehicle Code. Per state law, employees may not send or receive a text message while operating any Village vehicle.

Village-owned vehicles are considered a "workplace" and are subject to conditions of the Employee Handbook, including, but not limited to, smoking and weapons prohibitions and the ability of the supervisor to inspect vehicles at any time.

An employee who is found to have violated this policy shall be subject to discipline.

4.8.1 Take-Home Vehicle Policy

With Department Director or designee approval, there may be occasions where a situation warrants an employee to take a Village vehicle home. The employee may use the Village vehicle only for travel necessary to accomplish official Village business. Employees who are approved to take a Village vehicle home overnight shall lock and secure the vehicle within close proximity to the employee's residence. Employees are prohibited from having passengers (other than employees) in Village vehicles unless the presence of a passenger is specifically required by job function, duties, or circumstances that were beyond the driver's control, or as otherwise approved by the Department Director or designee. Employees are prohibited from allowing others to drive the vehicle.

4.8.2 Accident Reporting Procedures

Employees involved in a vehicle accident while conducting Village business should take the following steps, regardless of whether it is a private or Village owned vehicle, to document the incident:

- Call the local police jurisdiction responsible for completing a motor vehicle accident report. Employees are expected to fully cooperate with local authorities;
- Report details to immediate supervisor immediately and complete appropriate forms within 24 hours, unless otherwise impracticable;
- Report to the supervisor and the Village Administrator's Office in writing how the accident occurred;



SECTION 4.9 COMPUTER HARDWARE, SOFTWARE USE, AND ELECTRONIC COMMUNICATIONS

For the purpose of this policy, a “user” is defined as either an individual employed by the Village or a Village contractor who is employed by a third party. The technology resources provided to all users both internally (networks, servers, workstations, laptops, telephones, databases, services such as the Internet and e-mail, etc.) or externally (such as remote access, tablets, cell phones, antennas, or wireless access points) are the sole property of the Village and are intended for Village business use. Users do not have any reasonable expectation of privacy in the use of Village technology resources, including the creation, entry, receipt, storage, or transmission of data. The Village has the right to monitor all technology, including telephone conversations, text messages, inspect mail or documents sent to you or by you. All data generated by, created, entered, received, stored, or transmitted via the Village’s technology resources is Village property, and the Village may, without prior notice, access, search, monitor, inspect, review, or disclose all such data and use of technology resources. Users specifically consent to the access by and disclosure to the Village of information created, entered, transmitted, or received via the Village’s technology resources that are stored by a third-party electronic communication service or remote computing service, and have no expectation of privacy in such information.

Any unauthorized or inappropriate use of Village-owned assets may result in disciplinary action, up to and including termination. Anyone using Village technology resources for defamatory, illegal, fraudulent or other inappropriate purposes may also be subject to civil liability or criminal prosecution, where appropriate. If you suspect a user is misusing Village resources, you are responsible for immediately reporting the misuse to your supervisor, Department Director, or the Village Administrator’s Office.

4.9.1 User ID and Passwords

All access to Village technology resources is to be defined by a unique User ID combined with a password or a more advanced user access technology approved by the Village Administrator’s Office. Passwords are confidential and should be known only to the owner of the user account (for individual User IDs) or those individuals authorized to access or control a shared account (such as a system or shared mailbox).

4.9.2 Use of Village Phones and Personal Cell Phones

Users are often required to use Village telephones (including cell phones) in the course of performing their job duties. Such use should be limited to calls, texts, web browsing, and use of apps that are necessary for the performance of users’ duties, and personal use should be kept to a minimum. While it is understandable that users may occasionally need to make brief calls and texts of a personal nature, it is expected that such calls, texts or any other usage will be kept to a minimum. The Village reserves the right to monitor its equipment to ensure telephones are used appropriately for business purposes.

Use of personal cell phones can be disruptive in the workplace. Users are expected to devote working time to performance of job duties, and any use of communications devices during working time for messaging or functions, such as gaming, internet browsing, etc. is prohibited. As a general rule, cell phones and personal devices should be turned off or switched to silent mode during working hours and in work areas. Occasional, limited personal phone calls and messaging may be permitted for brief calls or texts to address personal matters requiring immediate attention, provided such use does not interfere with Village business or the work duties or environment of



the individual or any other individual and does not violate Village policies regarding conduct in the workplace. Otherwise, personal use should occur only during non-work time and must be made in a manner that does not disturb individuals who are working.

4.9.3 Use of Hardware and Software

Users may not use the Village network in any way that violates international, federal, state, or local law or regulations or violates any Village policy, standard or procedure. At no time will any user connect to any end-user device that has not been provided, configured and/or approved by the Village Administrator's Office to the Village computing environment. Such devices include but are not limited to: laptops, tablets, personal computers, copiers, networking devices, wireless access devices, personal digital assistant devices, smart phones, etc. In general, use of the Village's technology systems and electronic communications should be job-related and not for personal convenience. Hardware may not be relocated, connected, or disconnected from any personal computer without the prior approval of the Village Administrator or his/her designee.

Only software that has been approved by the Village Administrator's Office shall be installed or executed on any Village computer. It is against Village policy to install, access or execute any software or data that has not been approved for use. Software requests must first be approved by the requester's manager and then be made to the Village Administrator's Office or via an email request to the IT Help Desk. The Information Technology Division will obtain and track the licenses, test new software for conflict and compatibility, and perform the installation. Users are responsible for securing workstations (screen lock or logout) prior to leaving their work area or vehicle to prevent unauthorized access. All Village antivirus, data loss prevention, and other security systems must not be disabled, interfered with, or circumvented in any way. All encryption keys including keyless remote fobs, token, and software access keys must be protected and securely stored to prevent their unauthorized disclosure and fraudulent use.

4.9.4 Use of the Internet

Each user is solely responsible for what they download, and for what they transmit or communicates by electronic mail or the Internet. All Internet use through Village resources is subject to the Village's policy on harassment, discrimination and other applicable State and Federal laws.

4.9.5 Electronic Communications

The Village's telephone, e-mail, computer, voice mail, Internet, smart phones, digital cameras, and other communication systems are not intended for personal use. The Village may monitor any of these systems to prevent abuse and ensure that our communications with vendors, members of the public, and each other are of the highest quality. By using the telephone, e-mail, voice mail, Internet or other modes of communication, you consent to such monitoring. With regard to the e-mail, computer, voice mail, and Internet systems, users are advised that passwords, varying levels of message protection, and other security measures are all accessible by the Village.

Use of Village telephone, e-mail, voice mail, digital cameras, computer, or other communication devices in a manner that does not comply with the Village's equal employment, harassment or other policies or standards of conduct is strictly prohibited.



Users are advised that records related to electronic communications (*i.e.*, calls, text messages, voicemails, or emails) sent from or to and electronic files (*i.e.*, pictures or electronic files) are stored on Village-owned mobile/cellular telephones or other electronic devices are public information, information related to telephone numbers called, length of call, and time and date of call, emails, text messages, voicemails, instant messaging, or digital files or any other information generated by, created, entered, received, stored, or transmitted via the Village's technology resources ordinarily may be obtained through the Freedom of Information Act (FOIA) except in narrowly defined circumstances. Even public records on personal electronic devices may be subject to disclosure under FOIA. Users may be required to provide the Village with access to such devices upon request or administrative order to facilitate compliance with the law.

Users should not click on any links or open any attachments of unsolicited or suspicious looking emails. Users should remove unnecessary attachments, images, logos, jpegs, gifs, backgrounds, etc., as these items can grow exponentially and require unnecessary electronic storage.

Users are also advised that electronic mail is also discoverable in a lawsuit or investigation and is intended for professional, authorized communications regarding your job duties and responsibilities. Users should consider whether e-mail is appropriate in cases where the subject is sensitive, difficult, complex, or emotional.

SECTION 4.10 TRAVEL AND TRAINING REIMBURSEMENTS

This section explains the policies and procedures employees and elected or appointed Village officials are expected to adhere to when participating in training or other Village business related activities which result in the need for reimbursement of expenses. Records of all travel and training expenses and reimbursements are subject to public disclosure under the Freedom of Information Act (FOIA).

When traveling on behalf of the Village for training or official business, employees and elected or appointed Village Officials ("Officials") (collectively, "Travelers" for the purpose of this policy) are expected to use appropriate services and accommodations for the business to be conducted. Good judgment and ethical practices on the part of each Traveler remain the most important factors in controlling travel expenses. Travel expenses will be reimbursed only when travel occurs within the continental United States, unless specifically approved by the Village Administrator or their designee. Whenever a Traveler, for their convenience, travels by an indirect route or interrupts Village travel for personal travel, the additional expenses related to the personal travel are the responsibility of the Traveler.

4.10.1 Overnight Travel

While the Village recognizes that both the Village and the Traveler receive benefit from the Traveler's affiliation with certain professional memberships and attendance at associated training seminars and conferences, Travelers requesting attendance at training and conferences requiring an overnight stay should make every effort to identify similar training opportunities locally, within the Chicago area.

Pre-Approval

All overnight travel related to Village business shall be approved, in advance, by the Department Director or their designee. This approval may be provided verbally or by completing the



“Overnight Travel Pre-Approval Form”.

Eligible Expenses

A Traveler will incur a variety of expenses, of which, may be paid for and processed differently depending on the circumstances. The Department Director or their designee may deny reimbursement of all or a portion of the requested expenses, even if said expenses are deemed to be eligible for reimbursement under this policy. Under such circumstances the Traveler is responsible for any expenses in excess of the total amount approved by the Department Director or their designee. Below is a list of the most common expenses that are eligible for reimbursement during overnight travel.

- Registration, conference and seminar fees
- Hotel and Lodging Accommodations
- Transportation
- Per Diem

Registration, Conference and Seminar Fees

The base registration, conference, seminar and banquet fees as stated per the registration program of the conference or seminar are eligible for reimbursement. Any optional or pre-conference registration fees require the approval of the Department Director in order to be eligible for reimbursement. All registration, conference and seminar fees should be paid off an invoice through the regular list of bills process or a Village credit card. When traveling with a spouse or guest the Traveler will be responsible for any additional costs.

Hotel and Lodging Accommodations

The Traveler shall use hotel accommodations that are economical and appropriate for the type and location of travel. At the time of securing hotel reservations, the Traveler should state that he or she is a Village Employee or Official in order to ascertain whether a government rate is available. Lodging expenses shall be reimbursed using the expense reimbursement procedure outlined in this policy.

Transportation

See Mileage and Transportation Expenses in Section 4.11.3.

Per Diem

The Village uses a per diem system as a daily allowance for meal and incidental expenses while traveling overnight for Village business. Village credit cards should not be used for meal expenditures covered by the per diem. Incidental expenses include customary tips for doormen, housekeeping staff, valet parking, etc. and should not be submitted separately for reimbursement. Requests for the per diem must include the date, time, location, and purpose of the overnight travel. The Village will not reimburse the purchase of alcoholic beverages. If an out-of-pocket expense is required, the actual costs for reasonable meals and gratuities will be reimbursed as documented by receipt(s). Reimbursement is limited to the appropriate per diem rate (\$50 per day) if meal and gratuity expenses incurred by the employee are deemed reasonable, as determined by the Village Administrator.



Use of Village Issued Credit Cards

Village issued credit cards should not be used to pay expenses for which the Traveler is seeking reimbursement on the "Overnight Travel Reimbursement Form".

All employees and elected or appointed Village officials are required to pay for training and registration fees by using an invoice through the regular list of bills process or by using a Village credit card. Village issued credit cards may be used to pay for other overnight travel expenses such as lodging or transportation. Meal expenditures under the per diem overnight travel policy should not be charged on a Village credit card, unless a per diem is not used or refused by the Traveler.

4.10.2 Same Day Travel

Same day travel occurs when Travelers have Village business outside of their normal work environment (e.g., seminar in Naperville) and the travel does not require an overnight stay.

Eligible Expenses for Reimbursement

A Traveler will incur a variety of expenses, of which, may be paid for and processed differently depending on the circumstances. The Department Director or their designee may deny reimbursement of all or a portion of the requested expenses, even if said expenses are deemed to be eligible for reimbursement under this policy. Under such circumstances, and when attendance has been approved, the Traveler is responsible for any expenses in excess of the total amount approved by the Department Director or their designee. Below is a list of the most common expenses that are eligible for reimbursement during same day travel.

- Transportation
- Meal Reimbursement

Transportation

See Mileage and Transportation Expenses in Section 4.11.3.

Meal Reimbursement

The per diem allowance does not apply to same day travel. Therefore, itemized original receipts are required for meal reimbursement requests. A signed credit card receipt must also be included for non-cash transactions. Attach all original documents to the completed Same Day Travel Reimbursement Form". Meal reimbursements for same day travel will be processed with proper tax withholdings.

Use of Village Issued Credit Cards

Village issued credit cards should not be used to pay for meal expenses during same day travel. For additional information on the appropriate uses of Village credit cards please refer to Section XIX of the Village's Procurement Policies and Procedures & Acceptable Use Guidelines.



4.10.3 Mileage and Transportation

A Traveler may use a variety of modes of transportation depending on the location and circumstances of the travel. The Traveler shall use the most economical and practical mode of travel from both the standpoint of time and cost. Whenever practicable, two or more Travelers attending the same event shall share one (1) vehicle. The Village Administrator must approve potential reimbursement prior to the use of it.

Mileage – Use of a Personal Vehicle

The Village limits reimbursable miles to those miles driven in excess of the number of miles normally traveled as part of an individual's daily commute. Even in cases where the individual uses public transportation and does not drive to work, the Village will only reimburse for miles **driven in excess of their daily commute.**

Example: If John drives 20 miles each way to and from work, his normal commute totals 40 miles round trip:

- Leaving from home: If John is required to use his personal car to attend an all-day seminar 30 miles from his home, he will depart from his home and travel 60 miles round-trip. Bob will request reimbursement for the 20 miles he traveled in excess of his normal commute (normal commute is 40 miles round trip).
- Leaving from work: Bob drives 20 miles from his home to the office and later attends a meeting off site, which is 10 miles (20 miles round trip) from the office and returns to the office before going home. Bob will request reimbursement for 20 miles.
- Leaving from off-site meeting: Bob drives 20 miles from his home to the office and attends a late afternoon meeting which is 15 miles from the office and goes home directly from the meeting and does not return to the office. It is 20 miles from the meeting site to his home. Bob will request reimbursement for 15 miles.
- Normally use public transportation: Bob normally takes the bus to work, which is 8 miles (16 miles round trip). Bob has an off-site meeting and needs to drive his personal car. The offsite meeting is 30 miles round trip from his home. Bob will request reimbursement for 14 miles (30 miles – 16 miles = 14 miles).

The Village will reimburse a Traveler for the use of a private vehicle at the then-current standard IRS mileage rate for business travel (<https://www.irs.gov/tax-professionals/standard-mileage-rates>). A printed map showing the most direct route to and from the destination, must be provided when seeking reimbursement.

Mileage, within 100 miles of the Village, cannot be claimed when using a Village vehicle for travel, when the employee is provided an auto allowance, or when other modes of transportation, including buses, trains or taxi cabs, are used for travel while conducting Village business. If other modes of transportation are used, such as a train or taxicab, the Village will reimburse the cost if the round trip is longer than the normal commute. Employees who receive an auto allowance will be reimbursed according to the IRS standard mileage rate for any Village business if a personal vehicle was used and the trip was over 100 miles one-way.



Private Insurance Coverage

All Travelers who drive either private or Village-owned vehicles to conduct Village business shall ensure that they have a valid driver's license and that any private vehicle used for Village business is properly registered, insured in compliance with state law, and in safe working condition. If a Traveler is involved in a vehicle accident while driving or traveling in their private vehicle and conducting Village business within the scope of their employment, the insurance policy for that private vehicle will provide primary insurance protection for the Traveler. Therefore, it is essential that the Traveler consult their insurance agent to determine adequate insurance coverage in compliance with state law.

Plane Fare

Air travel will be reimbursed at the rate for coach class only. If the Traveler desires to arrange travel in a class other than coach, the Traveler will pay the difference between the coach rate and that class. If coach class accommodations are not available or impractical for a particular Traveler, and this is so documented, the Department Head and Village Administrator, or their designee, may authorize travel in a class other than coach. The Traveler will pay airfare for the Traveler's spouse or guest regardless of class of service used. The Village will reimburse baggage fees, if reasonably necessary, for business travel.

Rail Transportation

Rail transportation may be approved if there is no significant difference in fare and time between rail and other forms of commercial travel.

Ground Transportation

Travel to and from airports, such as airport limousine, taxicab, ride share or bus transportation, is a reimbursable expense. Road tolls and parking fees are also reimbursable. After reaching the destination, the use of taxicabs or public transportation during overnight travel may also be reimbursable if deemed necessary by the appropriate Department Head, or designee.

Vehicle Rental

After reaching destination by commercial transportation, vehicle rental is permissible when necessary and is the most economical and practical means of transportation, when specifically approved by the Department Head and the Village Administrator or their designee.

4.10.4 Submission of Reimbursement Requests

The appropriate forms and supporting documentation, with the appropriate approval, must be submitted to payroll within thirty (30) days of completing authorized travel. Travelers who fail to submit a properly completed reimbursement form within thirty (30) days of completing their travel may not be eligible for reimbursement. All forms are located on the Employee Services page of the EIC. Prior to submitting a request for expense reimbursement, the Traveler shall review the contents of the applicable expense reimbursement form to ensure their request complies with this policy.



Required Documentation for Overnight Travel Reimbursement

Prior to submitting their request for expense reimbursement, the Traveler shall review the contents of the "Overnight Travel Expense Reimbursement Form" to ensure that their request complies with this policy.

Requests for reimbursement of overnight travel must include the following:

- "Overnight Travel Pre-Approval Form" completed and signed by the Department Director or their designee (if required by the Traveler's department);
- "Overnight Travel Expense Reimbursement Form" completed and signed by Department Head;
- Applicable, itemized receipts (hotel, transit, other expenses);
- Printed map showing the most direct route to and from the destination when seeking mileage reimbursement; and
- Event program/agenda or other acceptable documentation.

Required Documentation for Same Day Travel Reimbursement

Requests for reimbursement of travel must include the following:

- "Same Day Travel Reimbursement Form" completed and signed by Department Director or their designee;
- Printed map showing the most direct route to and from the destination when seeking mileage reimbursement; and
- Applicable, itemized receipts (transit, meals, and other expenses); and
- Event program/agenda or other acceptable documentation.

4.10.5 Non-Reimbursable Expenses

The Village will not reimburse expenses of the Traveler's spouse, family or guests.

Except as authorized by the Village Administrator, or their designee, the following are travel expenses for which the Village will not provide reimbursement. Travelers will be responsible for covering the costs of all unauthorized travel expenses including, but not limited to:

- Alcoholic beverages
- Personal entertainment, including live shows, movies, videos, or pay-per-view services in a hotel room
- Outings not included as part of the registration fee, including golf, sight-seeing or other activities or excursions



- Admission or membership charges for health clubs
- Cleaning and laundry
- Airline or other trip insurance
- Beautician, barber, manicurist, or shoe shining services
- Repair costs for personal automobiles
- Traffic violations and court costs
- Membership fees in airline clubs



Hours of Work, Compensation, Time Off and Other Prerequisites



SECTION 5.0 TYPES OF EMPLOYMENT

There are three (3) types of employment in the Village. The official starting date of each employment is the date on which the individual begins work.

Full-Time - Refers to employees who are regularly scheduled to work 40 or more hours per week or work period throughout the entire calendar year.

Permanent Part-Time - Refers to employees who work less than the established hours of a full-time employee in a workday, work week, or work period and work throughout the entire calendar year. The benefit eligibility associated with part-time employment may vary depending on the number of regularly scheduled hours.

Temporary Appointment - Refers to employees who work for a specific period, or for a specific purpose, project or group of assignments on a temporary basis and has a start and end date of employment. Temporary and seasonal employees shall have no expectation of future re-employment with the Village and must reapply to be considered for employment after their assignment has ended.

Exempt and Non-Exempt – Tracking of Work Hours

1. Non-Exempt Employees – All non-exempt employees (as defined by the Fair Labor Standards Act, 29 U.S.C. § 201) must track their work hours and submit timesheets to their respective department payroll coordinator.
2. Exempt Employees – Exempt employees (as defined by the Fair Labor Standards Act, 29 U.S.C. § 201) below the Deputy Director level may be required to track their work hours and submit timesheets to their respective department payroll coordinator.

Refer to Section 8.01 for a complete benefit eligibility table by position classification.

SECTION 5.1 WORK SCHEDULE AND BREAKS

5.1.1 Full-time Employees

An employee's normal working hours will be determined by the supervisor, and/or Department Head, and the start and end times of a shift may be subject to change, with little or no notice, based on operational needs. The employee's work schedules may be adjusted to meet the needs and demands of the department.

Meal periods and breaks are paid for full-time employees and are scheduled at the discretion of the supervisor. Employees may be required to take their breaks at varying times, as departmental operations may dictate. Meal breaks shall not be regularly scheduled at the beginning or end of a work shift. An exception, as determined by the supervisor, may be when an employee is directed to work during the normal meal period. All breaks should be taken away from the employee's desk/workstation, unless the supervisor has approved that breaks may be taken at workstations. If a workstation is visible to the public, all breaks should be taken away from the respective workstation.



Employees must work seven (7) hours to be eligible for a paid meal break. For the purpose of determining eligibility for a meal break, time worked is considered actual work time and does not include the meal break itself or other types of accrued leave. Meal breaks are intended to be provided only to employees who are working at least seven (7) hours.

5.1.2 Remote Work Policy for Non-Union Employees

(A) Policy

The Village of Willowbrook supports remote work where it is found to have a mutual benefit for the Village and the employee. Successful remote work requires collaboration between employees and their supervisors. Each group is responsible for contributing to a successful program.

(B) Purpose

The remote work program option is a management tool that can be utilized to increase productivity, provide flexibility in work environments, assist in maintaining safety and spatial guidelines, and accommodate the special needs of the Village and an employee on a regular or temporary basis. The expectation is that remote work will not have an adverse impact on the Village's commitment to high levels of service.

(C) Definition

(1) Remote work is defined as work that can be accomplished from a remote location. While working remotely, the employee is accessible, productive, and works their regular schedule unless the employee's Department Head/Director agrees to an alternative schedule.

(2) Remote work is not an entitlement; it is a special program option to be used at the Department Director's discretion and where IT software and equipment needs can be easily facilitated. It may be discontinued at any time, for any reason, at the sole discretion of the Village and in no way alters the terms and conditions of employment with the Village of Willowbrook.

(D) Eligibility

(1) Eligibility for remote work is based on both the position and the employee and the organizational impact. Not every position or every employee is suited for remote work. Once remote work is approved, the first two (2) months shall be considered a trial period. Remote work is voluntary, and no employee shall be required to work remotely, absent an emergency (e.g., pandemic). There may be special circumstances where their Department Head/Director may approve employees who do not normally work remotely but are otherwise eligible to do so in emergency situations.

(2) An employee may be considered ineligible for remote work in the event remote work can be demonstrated to have resulted in diminished individual or organizational performance, or continuation of remote work will interfere with the employee's ability to attain or return to a fully successful performance level. Employees who do not meet performance and/or conduct expectations or have a disciplinary history for work performance issues may not be eligible to work remotely.



(3) Considerations for determining which positions are eligible for remote work will be primarily based on productivity and will include but are not limited to:

- (a) The proposed remote work assignment supports the current business operations;
- (b) There is a benefit to the business operation;
- (c) Productivity can be documented and quantified to ensure work is performed at the same or higher levels;
- (d) Whether the job responsibilities can reasonably be fulfilled when working remotely;
- (e) Whether requests for immediate Village assistance can be addressed on days on which the employee is working remotely;
- (f) Whether an employee can perform job responsibilities without access to equipment, materials, and files that can only be accessed at a Village of Willowbrook facility;
- (g) The extent to which an employee's remote work will not affect the ability of other Village departments to provide services and/or to conduct business;
- (h) Whether an employee has supervisory or leadership responsibilities that require a village presence for those that remain on-site.
- (i) Whether an employee has emergency management responsibilities that require a Village presence; and
- (j) The extent to which security issues require the job responsibilities to be conducted at a Village of Willowbrook facility.

(E) Requesting Remote Work

(1) Employees interested in remote work shall submit a written request to their department director. The discussion between the employee and supervisor should address, among other operational and organizational impacts, an assessment of the position, employee characteristics, and the remote worksite location. After that discussion, the employee and the employee's department director must mutually agree upon an arrangement. Any changes to the written arrangement must also be documented in writing and approved by the Department Head/Director and Village Administrator.

(F) Approval/Denial of Remote Work

(1) The Village Administrator will decide whether a position and/or employee is suitable for remote work.

(G) Responsibility of Supervisors

(1) The Supervisor and/or Department Head/Director and employee will formulate



objectives, expected results, and evaluation procedures for work completed while working remotely. The Supervisor and/or Department Head/Director and employee will discuss at pre-determined intervals to review the employee's work performance (*i.e.*, weekly or biweekly meetings). Supervisors and/or Department Heads/Directors are responsible and accountable for treating all remote work and non-remote work employees the same in acts involving managerial discretion, including but not limited to:

- (a) Distribution of assignments among all employees in the work unit;
- (b) Use of appropriate work tracking and communication tools regardless of whether they work remotely;
- (c) Good performance management practices, including appropriate formal and informal feedback, are essential for all employees to work effectively;
- (d) Other issues involving managerial discretion, including training, reassignment, promotions, reduction in grade, retention, and removal of employees.

(H) Responsibility of Employees

(1) While working remotely, employees are in an official duty status. Failure to adhere to applicable policies may result in, among other things, the imposition of specific limitations on remote work, the termination of remote work, and/or other consequences.

(a) It is the employee's responsibility to ensure that the appropriate alternative worksite provides the work environment, connectivity, technology, resource access, and security consistent with the work effort in which the employee is engaged. Supervisors and/or Department Heads/Directors retain the authority to overrule an employee's selection of a particular appropriate alternative worksite location if, in the supervisor's opinion, that location is not a business appropriate location and/or fails to provide a working environment compliant with the conditions outlined in this policy.

(b) Employees are expected to procure and provide internet service appropriate to complete the work at their own expense.

(c) Employees are responsible for meeting organizational requirements, including but not limited to all requirements regarding communication, accessibility, and collaboration.

(d) Employees are responsible for maintaining flexibility and responsiveness to the needs of the supervisor and organization. As with all work, employees are accountable for required individual contributions via their efforts with their coworkers and must communicate and collaborate as appropriate with coworkers, ensuring that remote work supports the work of the Village and does not result in diminished individual or organizational performance.

(I) Work Site

(1) Any remote worksite that is not a part of an established Village location or facility is considered a remote work site. The remote work site is required to be a designated workspace that is quiet and free of distractions.



(2) A remote work site may be either the employee's home or an alternative approved location. Any change in remote work site location shall be discussed and approved by a Supervisor and/or Department Head/Director. More specific conditions relating to employees working from a remote work site are subject to the approval of the Department Head/Director or designee.

(3) The Village is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with the use of the employee's remote work site. Furthermore, employees shall not conduct any unauthorized external (non-Village) work during their remote work schedule.

(J) Technology, Equipment, and Supplies

(1) The Village may provide core technology for remote workers, including:

- (a) Laptop computer
- (b) Meeting collaboration and shared screen tool (e.g., Microsoft Teams)
- (c) VPN access to Village file shares

(2) Employees are responsible for providing their own office furniture and ancillary office equipment, peripherals, and supplies. Employees may be required to provide their own telephone for accessibility and for multi-factor authentication to Village files.

(3) The following conditions shall apply to the use of computers, software, other Village equipment, and internet access, and all users will comply with the following guidelines:

(a) When employees are provided Village equipment and/or software to work remotely, the Village resources at the remote work location may not be used for personal use.

(b) Employees are not allowed to duplicate Village-owned software. Employees must abide by the licensing regulations and restrictions for all software under license to the Village.

(c) A computer used for Village business must be plugged into a surge protector and have current virus protection maintained.

(d) Village computers must be routinely rebooted.

(e) Restricted-access materials shall not be removed from the Village's on-site work location or accessed through the computer unless approved in advance by the Department Head/ Director and the appropriate security access administrator.

(f) Employees shall promptly notify their supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.

(g) The Village reserves the right to monitor an employee's access and ensure compliance with the Remote Work Policy.



(K) Security

(1) Failure to exercise due care in safeguarding the Village's confidential and proprietary information is a job performance matter and may result in disciplinary action, up to and including termination.

(2) The primary worksite location is required to have password protected WIFI. When working from a location without a secure WIFI, it is preferred the employee use a mobile hot spot.

(3) Employees will protect Village information from unauthorized disclosure or damage and comply with federal, state, and Village rules, policies, and procedures regarding public and official records disclosure. Work done at the employee's remote worksite is regarded as an official Village business. Sensitive information, including Personal Identifiable Information (PII), shall not be sent or transferred via unencrypted email. All records, documents, and correspondence must be safeguarded for return to the Village, either in paper or electronic form. Hard copies of Village documents, including sensitive or personal information, shall not be removed from Village premises without a supervisor's approval.

(4) Release or destruction of records should be done only in accordance with statute and Village policy and procedure and with the knowledge of the employee's Department Head/Director. Electronic/computer files are considered Village records and shall be protected as such.

(L) Pay, Leave, Hours of Work, and Official Responsibilities

(1) The employee's Supervisor/Department Head/Director is responsible and accountable for supervising work in accordance with the Fair Labor Standards Act (FLSA). All employees (working remotely or not) are required to follow the Village's policies for requesting and obtaining approval of leave or any change to the work schedule. Employees and supervisors shall abide by the following:

(a) Remote work is work time (hours of duty) and cannot be used for any purposes other than official duties.

(b) Even when an employee is approved for remote work, the Village's workplace policies are still in full effect.

(c) Employees utilizing remote work are eligible for breaks in accordance with Village policy.

(d) All overtime of non-exempt employees must be requested by the employee and approved by their supervisor prior to the hours being worked.

(e) All time worked must be reported accurately and in accordance with the respective department's timekeeping and reporting procedures and those in the employee handbook.



(M) Expansion of Remote Work Due to Emergencies

(1) The Village of Willowbrook reserves the right to allow employees to temporarily work from home for circumstances such as inclement weather, pandemics, special projects, or business travel to promote continuity of operations by allowing employees to continue their work at an approved alternative worksite. Requests to work remotely under emergency conditions are approved on an as-needed basis by each Department Head/Director, subject to the approval of the Village Administrator, with no expectation of ongoing continuance and focuses first on the operational needs of the Village.

The Corporate Authorities of the Village of Willowbrook reserve the right to modify and/or terminate the Village of Willowbrook Remote Work Policy for non-union employees at any time. The Corporate Authorities shall determine any such modification or termination of this policy to be in the best interest of the Village of Willowbrook.

5.1.3 Part-Time Employees

Part-time employees receive unpaid meal breaks, which shall not be less than thirty minutes in length and shall not be regularly scheduled at the beginning or end of a work shift, unless authorized by the supervisor. All breaks should be taken away from the employee's desk/work station, unless the supervisor has approved that breaks may be taken at work stations. If a work station is visible to the public, all breaks should be taken away from the respective work station.

Employees who work more than seven (7) hours will receive an uninterrupted 30 minute unpaid break. This break is to be given within the first five (5) hours of work. For the purpose of determining eligibility for a 30 minute break, time worked is considered actual work time and does not include the unpaid break itself or other types of accrued leave.

5.1.4 Hours of Operation

There may be occasions when Village Hall closes or reduces normal operations. If an employee requests to take one of these days off, they must use a full day of accrued leave. Leave will not be pro-rated based on hours of operation. The Village is under no obligation to inform employees in advance of unscheduled closings or reduced operations.

SECTION 5.2 COMPENSATION

Respective pay rates are determined on an individual basis and may be modified at any time by the Village based upon a number of considerations, including but not limited to, job duties, market data, individual job performance, attendance record and conduct. Any questions regarding pay matters should be directed to the Village Administrator. For non-union employees, pay will be in accordance with the salary pay plan that was approved by the Board of Trustees in 2020 and amended in 2023. With respect to any advancement within the pay plan, it will be based on the existing practice of recognition on individual ability and exhibited job performance in relation to the employee's job description. All salary increases are subject to favorable financial considerations as determined by the Village board.

When warranted, the Village Administrator may make a recommendation to the Village Board regarding adjustments to the Pay Plan. The recommendation shall occur prior to May 1. The Village Administrator's recommendation may take into consideration economic indicators selected by the Village, regional surveys, and the Village's ability to pay for such adjustments.



Village employees are paid bi-weekly on a two (2) week pay cycle for all hours worked, there are 26 pay checks during the calendar year. The payroll calendar is located on the Employee Services. No advances on future wages will be made under any circumstances.

5.2.1 Overtime

Overtime becomes effective after a full-time or part-time, non-exempt employee has worked more than 40 hours in their regularly scheduled workweek. Paid breaks and lunches shall be considered hours worked for the purpose of determining eligibility for overtime.

Employees eligible for overtime will be paid at a rate of one and one-half (1.5x) times their regular rate of pay for all overtime hours worked including those on Saturday and Sunday.

All overtime must be authorized in advance by a supervisor. The Village does not allow non-exempt employees to work "off the clock" without compensation. Non-exempt employees must record all hours of work, including work performed away from the Village, on their time sheets and receive prior authorization if performing work outside of the employee's assigned work hours.

5.2.2 Compensatory Time

Full-time, non-exempt employees may elect to earn compensatory time, also referred to as "comp time". The accrual of comp time requires the prior approval of the employee's supervisor. Absent such approval, the employee shall not receive comp time but shall instead receive cash compensation for their overtime hours.

When an employee qualifies for and elects to receive compensatory time for overtime, compensatory time for overtime in excess of forty (40) hours in a workweek will be recorded at the rate of one and one-half (1 ½) times the number of hours (or a fraction thereof) worked in excess of forty (40).

An eligible employee can only carry 40 hours maximum of comp time at any given point in time; the balance of hours carries over from year to year. The Village reserves the right to require employees to cash out the balance of hours or to use the balance of comp time. Any hours in excess of 40 hours are automatically cashed out pursuant to periodic audits by the Village of comp time balances. Employees seeking to use comp time must seek the approval of their respective supervisor. Comp time may be used in 30 minute increments.

Part-time employees are not eligible to earn comp time and must receive pay for all overtime worked.

SECTION 5.3. TIME OFF WORK

5.3.1 Leave to Vote

Employees, whose work hours begin less than 2 hours after the polls open and end less than 2 hours before the polls close, are allowed two hours off work with pay between the time of opening and closing of polls to vote. Employees shall submit the request for time off from work to vote to his or her supervisor at least the day before the election and the supervisor may specify the hours the employee may be absent.



5.3.2 Jury Duty

The Village strongly encourages employees to fulfill their civic obligation to serve on jury duty. The Village will provide regular pay to all employees for work hours missed due to jury duty. An employee called for jury duty must present their supervisor with a copy of the jury summons in advance of the jury duty dates. Employees are permitted to keep any payment received from the court.

5.3.3 Child Birth/Adoption Leave

The Village offers permanent full-time and part-time employees who have a set schedule, regardless of gender, eighty (80) hours of paid leave in connection with the birth or adoption of a their own child. This benefit time is intended to be used immediately following the birth/adoption, or as soon as practical thereafter. As outlined in the Village's FMLA policy, this paid time runs concurrently with eligible FMLA benefit time.

5.3.4 Nursing Mothers in the Workplace Act

In accordance with State law, the Village will provide break time for nursing mothers by providing reasonable paid break time each day to an employee who needs to express breast milk for her infant child. The break time may run concurrently with any break time already provided to the employee.

The Village will also make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a toilet stall, where an employee described can express her milk in privacy.

5.3.5 Bereavement Leave

(A) In order to assist full-time and eligible part-time employees who have a set schedule, and have experienced a death in their immediate family, the Village has established a paid bereavement leave benefit. In the event of a death in the immediate family, an eligible employee will receive paid time off of three (3) working days, to be used within 12 months of the death of their immediate family member to handle family affairs. Employees who must travel greater than 300 miles (one way) to attend the service and attend to family affairs may be granted up to two (2) additional working days of paid time off if approved by the Village Administrator's Office.

For purposes of the paid benefit under this paragraph (A), immediate family includes husband, wife, civil union partner, certified domestic partner, father, mother, daughter, son, sister, brother, grandmother, grandfather, grandson, granddaughter, first cousin, niece, nephew, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step grandparent. In addition, any of the above listed related to your spouse or child, *i.e.*, your spouse's uncle.

(B) The Village will also comply with the Illinois Family Bereavement Leave Act (820 ILCS 154) ("FBLA") that provides eligible employees up to 10 days of unpaid leave associated with the bereavement of a "covered family member" as defined under the FBLA, and a pregnancy loss as well as circumstances related to unsuccessful assisted reproduction and failed adoptions.

(1) Under the FBLA, eligible Employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to:



- (a) attend the funeral or alternative to a funeral of a covered family member;
- (b) make arrangements necessitated by the death of the covered family member;
- (c) grieve the death of the covered family member; or
- (d) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

(2) Bereavement leave under Paragraph (B) must be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under paragraph (B)(1)(d) occurs.

(3) An eligible employee shall provide the Human Resources Division with at least 48 hours' advance notice of the eligible employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable.

(4) The Village may require reasonable documentation to support leave under the FBLA, including:

- (a) a death certificate;
- (b) a published obituary;
- (c) or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
- (d) For leave resulting from an event listed under paragraph (B)(1)(d), reasonable documentation shall include a form, to be provided by the Illinois Department of Labor, to be filled out by a health care practitioner who has treated the eligible employee or the eligible employee's spouse or domestic partner, or surrogate, for an event listed under paragraph (B)(1)(d), or documentation from the adoption or surrogacy organization that the eligible employee worked with related to an event listed under paragraph (B)(1)(d), certifying that the eligible employee or his or her spouse or domestic partner has experienced an event listed under paragraph (B)(1)(d). The Village may not require that the eligible employee identify which category of event the leave pertains to as a condition of exercising rights under this Policy.

(5) In the event of the death of more than one covered family member in a 12-month period, an eligible employee is entitled to up to a total of 6 weeks of FBLA leave during the 12-month period.

(6) This policy does not create a right for an eligible employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act (FMLA) of 1993/Admin. Policy 98-04 (29 U.S.C. 2601 *et seq.*).

(7) Employees afforded paid leave under paragraph A of this policy, must use said leave concurrently with the leave provided under the FBLA. Employees may also elect to substitute any other paid benefit leave for an equivalent period of leave provided under the FBLA.

(8) Perceived violations of the FBLA/this policy should be reported to the Village Administrator so that the Village may review the situation and take appropriate action to redress any violation. An eligible employee who believes his or her rights under the FBLA have been



violated may, within 60 days after the date of the last event constituting the alleged violation for which the action is brought, file a complaint with the Illinois Department of Labor or file a civil action in the circuit court.

5.3.6 Observed Holidays

Generally, when the Holiday falls on a Sunday, the Holiday will be observed the following Monday. When a Holiday falls on a Saturday, the Holiday will be observed the preceding Friday. The Village observes the following as Holidays each year:

New Year's Day (January 1)
President's Day
Good Friday (half day)
Memorial Day
Juneteenth
Labor Day
Independence Day (July 4) Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day (December 25)
New Year's Eve

Full-time and eligible part-time employees who have a set schedule, receive paid holidays. Full-time employees are provided the day off with pay; eligible part-time employees will receive holiday pay if the observed holiday falls on their regularly scheduled work day.

Holiday pay for non-exempt employees is calculated based on the employee's straight-time hourly rate of pay as of the date of the Holiday, multiplied by the number of hours the employee would have worked per their set schedule on that day. For the purposes of determining eligibility for overtime, hours in which holiday pay is received are not considered hours worked.

The Village Hall is closed for business on observed Holidays, there may be occasions where the Village will require certain employees to work on a Holiday due to operational need. Any non-exempt employee required to work on an observed Holiday will be paid One and a half their straight-time hourly rate of pay for all hours worked on the Holiday. For example, the 4th of July falls on a Monday and Employee A would normally have worked 8 hours. Employee A will receive 8 hours of holiday pay at their straight time hourly rate. Employee A is also required to actual work 4 hours on the 4th of July and will be paid one and a half times their straight time hourly rate for 4 hours. The end result is 8 hours of straight time and 4 hours at two times (1 ½ x) their straight time hourly rate.

5.3.7 Personal Leave

The Village provides full-time employees with 40 hours of Personal Leave for personal, including medical, reasons. However, employees have the flexibility to use Personal Leave for scheduled, non-emergency purposes. Employees will be granted 40 hours of Personal Leave on May 1 of every year and will expire on April 30.



If an employee is hired between May 1 and December 31, they shall be granted 32 hours of Personal Leave. If an employee is hired between January 1 and April 30, they shall be granted 20 hours of Personal Leave. Upon separation, employees will not be paid for unused Personal Leave.

Requests to use Personal Leave are subject to supervisor approval and shall be provided by the employee to their supervisor as soon as the employee is reasonably aware that they will not be reporting to duty and in any event no less than one (1) hour prior to the employee's scheduled starting time for each day/shift a personal day is used, unless notification of subsequent successive days/shifts is waived by the supervisor. The one (1) hour minimum reporting time shall not supersede a Departmental policy or protocol, which requires a call-in period beyond one (1) hour.

Personal Leave may be used in one (1) hour increments. Unused Personal Leave is forfeited at separation and at the end of each fiscal year. Unused Personal Leave cannot be converted into accumulated compensatory time as defined by the Fair Labor Standards Act. Personal Leave must be used during the calendar year during which it was granted and cannot be carried over into the following year.

5.3.8 Vacation

The Village grants paid vacation to full-time employees based on a fiscal year schedule (commencing on May 1). Although vacation time accrues gradually over the course of the fiscal year (rather than all at once on May 1), the Village may allow employees to take vacation time that has not yet accrued but will accrue later in that same fiscal year. Employees will be provided pro-rated vacation time prior to their first May 1 as a Village employee. Vacation for the calendar year during which the employee commences work will be determined by dividing the employee's annual vacation day allotment by the number of full months left in that year rounded to the nearest full day. All employees hired prior to the passage of this employee handbook will continue to receive their vacation increases based on their anniversary date. Any employee hired after the passage of this handbook will have their vacation days awarded to them every fiscal year.

The following schedule is used for determination of earned vacation days:

Years of Service Hours Per Year	
1-2	80
3	88
4	96
5	120
6	140
7-10	160
11-14	180
15 or more	200

If you wish to take a vacation and have accrued vacation days available, you must notify your supervisor indicating your desired vacation dates as far in advance as possible so that the supervisor can arrange to distribute your work load to others in your absence. While the Village will make every effort to grant your vacation request, it is possible that your request will be denied



depending on service demands. Additionally, the Village may cancel previously approved vacation requests and/or require that vacation be taken on certain days, depending on service demands. When two or more employees in the same department desire the same vacation period and service demands permit only one to take a vacation at the desired time, it shall be the supervisor's discretion to determine which request will be granted or denied, after giving consideration to operational needs, and overall fairness.

If an observed Holiday falls within a vacation period, the Holiday will not be charged as a vacation day.

For the purposes of determining eligibility for overtime, hours in which vacation time is used are considered hours worked. Vacation time cannot be converted into compensatory time as defined by the Fair Labor Standards Act.

Vacation Time Use, Carryover and Annual Buyback Program

Employees must use vacation time in no less than one (1) hour increments and are required to "use or lose" one-half of the vacation days that they earn each year. This means that if an employee will earn, for example, ten vacation days over the course of the calendar year, he or she must use five of those vacation days during that same calendar year or they will be lost, and the remaining five days can either be used, saved, carried over into the next year in the employee's vacation day "bank" or cashed out (see definition below).

Employees may not accumulate more than 30 days' worth of unused vacation time in their vacation day bank. Accordingly, in situations where an employee carries days over, and the days he or she carried over will take the bank balance over 30, the employee will be required to "cash out" however many days must be removed to keep the maximum bank balance at 30. Employees have two options with regard to the distribution of time that is cashed out: (1) deposit into the employee's 457 account (retirement account); or (2) cash payment (through a payroll check reflecting any applicable withholdings). While employees must cash out any carried over vacation time that will cause their bank balance to exceed 30 days, they are also free to cash out carried-over vacation days when their bank balance is below 30 days at the beginning of each fiscal year. The following examples illustrate the application of the Village's vacation carryover policy:

Example 1 (no cash out required): Employee "A" had six days in her vacation bank on April 30 of Year One, which she carried over into Year Two. Over the course of Year Two, she earns another ten vacation days (five of which she must use or lose) and finishes Year Two with six days in her bank and another five days unused. The unused five days are added to her bank on May 1 of Year Three, which brings her vacation bank balance to 11. Since this number is below the maximum balance allowed, Employee "A" is not required to cash out any of her accumulated days on May 1 of Year Three – although she may do so if she wishes.

Example 2 (mandatory cash out): Employee "B" has 28 days in his vacation bank on April 30 of Year One. Over the course of Year Two, he earns another 20 vacation days, ten of which he must use or lose. At the end of Year Two, he has 28 days in his bank and another ten days unused. The unused days are added to his bank on May 1 of Year Three, bringing his vacation bank balance to 38. Because his balance cannot exceed 30 days, he must cash out eight days' worth of his vacation time on May 1 of Year Three. After doing so, he still has 30 vacation days in his bank that are available for use.



5.3.9 Sick Leave

The Village provides full-time employees with sick leave in the following circumstances:

- The Employee is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis or preventative medical care.
- A member of the employee's family is ill or injured, or to care for a family member receiving medical care, treatment, diagnosis or preventative medical care.
- The employee, or a member of their family, is the victim of domestic violence, as defined in section 103 of the Illinois Domestic Violence Act of 1986, or is the victim of sexual violence or stalking as defined in Article 11, 12-7.3, 12-7.4, and 12-7.5 of the Illinois Criminal Code of 2012; the employee's place of business is closed by order of a public official due to a public health emergency, or he or she needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency. For the purposes of this section, "public health emergency" is an event that is defined as such by a Federal, State or Local government, including a school district.
- Additionally, sick leave may be taken for the purposes of child bonding under the FMLA.

A qualifying family member includes child, legal guardian or ward, spouse under the laws of any state, domestic partner, parent, spouse or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the Covered Employee is the equivalent of a family relationship. A child includes not only a biological relationship, but also a relationship resulting from an adoption, step-relationship, and/or foster care relationship, or a child to whom the Covered Employee stands in loco parentis. A parent includes a biological, foster, stepparent or adoptive parent or legal guardian of a Covered Employee, or a person who stood in loco parentis when the Employee was a minor child).

Non-Permitted Uses

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the employee under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use other types of leave time available to them.

Conversion of vacation, compensatory time, personal days, or any other paid time off benefit into the sick leave accrual bank is prohibited.

Rate of Accrual

Eligible full-time employee shall earn sick leave at a rate of ninety-six (96) hours per year, earning eight (8) hours per month. Grandfathered part time employees will receive a pro-rated amount of sick leave each month. Earned sick leave shall be credited at the end of each month.

New Hires

New full-time employee beginning employment from the 1st through the 15th day of the month will be credited with eight (8) hours or four (4) hours, respectively, of sick leave for that month of



service. Employees beginning the 16th through the end of the month will be credited with four (4) hours of sick leave for that month of service. Sick leave shall not be earned during any lay off or any extended unpaid leave (more than 30 days of absence), excluding FMLA leave.

Notification Requirements

Notification of an absence qualifying for the use of sick leave shall be provided by the employee to their supervisor as soon as the employee is reasonably aware that they are or will be unable to report to duty, and in any event no less than one (1) hour prior to the employee's scheduled starting time for each day/shift the employee is absent, unless notification of subsequent successive days/shifts is waived by the supervisor. The one (1) hour minimum reporting time shall not supersede a Departmental policy or protocol, which requires a call-in period beyond one (1) hour.

Sick Leave Usage Increments

Sick leave may be taken in 30-minute increments after the first hour.

Sick Leave Abuse

The Village may require an employee to submit documentation signed by a licensed health care provider for their own illness or the illness of a family member when sick leave is used, and the employee is absent more than three (3) consecutive work days.

The Village may use any reasonable measures to verify the proper use of sick leave including, but not limited to: (a) requiring employee to submit a medical certification; (b) requiring the employee to submit to physical exam at Village's expense; (c) requiring the employee to submit full details in writing explaining their absence; and (d) wellness checks conducted by a supervisor. It is at the Village's discretion to solicit more information in regard to an employee's absence.

Where the Village suspects sick leave abuse or a pattern of sick leave usage has developed, it may require that any absence be accompanied by a physician's written certification indicating that the employee has been examined, and that the employee was unable to perform the duties of the position during the period of absence. Patterns of abuse may include but are not limited to, calling in sick on days previously requested off but were denied, consistently calling in sick on Mondays and/or Fridays, calling in sick before or after a holiday, calling in sick before or after a scheduled vacation, etc. Upon reasonable evidence of abuse of sick leave, the employee shall not be paid for such leave taken and shall be subject to appropriate disciplinary action.

Sick Leave Carryover and Annual Buyback Program:

There shall be no right to receive pay in lieu of taking sick leave. The maximum that an employee can bank is 1,600 hours.

5.3.10 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted all of their granted, earned, and accrued leave due to a serious or catastrophic illness, injury or condition of the employee or of a member of their immediate family. For the purposes of this policy, a member of the employee's immediate family is their spouse or child.



This program allows other employees (referred to as “donating employees”) to make voluntary donations of granted, earned, and accrued leave to a general pool of hours (referred to as “the general pool”) that will be made available to any eligible employee who requests and is approved for Catastrophic Leave (referred to as “receiving employees”) under the parameters defined in this policy. The Village reserves the right, in its sole and absolute discretion, to determine eligibility for participation, as well as continued participation, in the Catastrophic Leave Program including, but not limited to, the receipt or donation of leave. The Village reserves the right to discontinue the Catastrophic Leave Program in its sole discretion, with or without notice.

The Catastrophic Leave Program, including the administration of the general pool of hours, review of requests, and determination of eligibility, will be the responsibility of the Village Administrator or designee(s).

Eligibility

An employee shall be eligible to receive leave from the general pool provided their application meets the requirements below:

- Permanently employed by the Village, accrues paid leave (including PTO), has a set schedule, and has been employed by the Village for at least 12 consecutive months.
- Either the receiving employee has sustained a serious or catastrophic non-job related illness, injury or condition or a member of the employee’s immediate family has sustained a serious or catastrophic illness, injury or condition that requires absence of the receiving employee from work for a prolonged period. For the purposes of this policy, a member of the employee’s immediate family is their spouse or child.
- The employee must have exhausted all granted, earned, and accrued leave time prior to receiving donated leave under this program.

Benefit Levels and Leave Usage

An employee whose application is approved will be allowed to participate in the program under the following guidelines:

- A maximum of eighteen (18) weeks of Catastrophic Leave may be received within a rolling twelve (12) month period. The hourly equivalent of eighteen (18) weeks will be calculated based on the individual employee’s regular work schedule. The recipient will not be allowed to retroactively use donated time in lieu of previously unpaid time.
- Donated time may be used intermittently, as supported by medical documentation.
- If applicable, donated time will run concurrent with an eligible employee’s leave allotment under the Family and Medical Leave Act (“FMLA”).
- An employee using Catastrophic Leave under this policy will continue to be covered under the Village’s group health insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period. If all leave is extinguished, including Catastrophic Leave, and the employee enters an unpaid status, any continuation of benefits will follow procedures set forth in relevant Village policies.



- Employees on continuous and intermittent Catastrophic Leave will continue to accrue and be granted leave as if they were working in their full capacity. Leave that is accrued and/or granted while on Catastrophic Leave must be used prior to any continued use of Catastrophic Leave.

Requesting Donated Leave

The requesting employee must submit a request to the Village Administrator's Office. The employee is required to provide a physician's statement or other documentation necessary to establish the need for the prolonged absence. It is incumbent upon the employee to provide all necessary documentation and facts deemed necessary for the Village to properly evaluate their eligibility to participate in the Program. In the event the employee is unable to participate in this process, a family member may do so on their behalf. In all cases, the Village Administrator or their designee(s) has the final authority to approve or deny all requests.

Donating Leave

An employee shall be eligible to donate granted, earned, and accrued leave to the general pool provided their donation meets the requirements below.

- A minimum of eight (8) and a maximum of eighty (80) hours may be donated at any one time.
- Donating employees must retain a remaining balance of at least fifty percent (50%) of their current total accrued leave balance, respectively, at the time of their donation. For example, if an employee's total accrued leave balance is one hundred (100) hours, the maximum eligible for donation is fifty (50) hours.
- Donations are anonymous, irrevocable, and will not be returned to the donating employee.
- Donations may not be claimed as an expense, tax deduction or a charitable contribution.
- Leave donated will be accepted on an hour-for-hour basis. There will be no adjustment based on the pay level of the donor or recipient.

Returning to Work

An employee must return to work when they are deemed medically able to do so, as determined by their physician (or in the case of an immediate family member, their physician). When an employee returns to work after the use of donated time for their own illness, injury or other medically necessary reason, they must bring a release from their physician stating that they are able to return to work. The Village reserves the right to require an employee to undergo an examination by the Village's occupational health provider to verify fitness to return to work. If deemed necessary by a physician, an employee may return to work on a part-time basis or intermittently. In the event the recipient returns to work, and did not use all of the donated time, they may request to retain a portion, not to exceed forty (40) hours, for future use. This request will be reviewed and approved or denied by the Village Administrator or their designee. Any additional time remaining in the recipient's bank beyond what they are approved to retain will be returned to the general pool for use by future eligible recipients. Under no circumstances will the



recipient be allowed to liquidate Catastrophic Leave hours for cash. This includes but is not limited to participation in the Village's annual sick and/or vacation buy-back program and/or payment of granted, earned, and accrued leave upon separation of employment.

Abuse of Catastrophic Leave

The Village reserves the right, in its sole and absolute discretion, to determine when an employee is abusing rights and privileges under this Catastrophic Leave Program and, in such event, to discontinue the employee's participation in and eligibility for catastrophic leave benefits.

5.3.11 Victims' Economic Security Safety Act

The Illinois legislature has enacted 820 ILCS 180 Victims' Economic Security and Safety Act (VESSA). VESSA provides that employees who are victims of domestic or sexual violence or have a family or household member who is a victim of domestic, sexual or gender violence, may under certain circumstances, take up to 12 weeks of leave from work on an unpaid basis during any 12-month period in order to address these issues. Please contact the Village Administrator's Office for more information about taking leave as provided by VESSA.

5.3.12 Illinois School Visitation Rights Act

This Act provides that employees may take up to eight (8) hours of unpaid leave per school year, with no more than four (4) hours being taken in one day for the purpose of school conferences, behavioral meetings, or academic meetings related to the employee's child. An employee requesting leave under this Act must provide a written request for the leave at least seven (7) days in advance, except in the case of emergencies. This leave is intended to be used as a last resort by employees who have no other paid (vacation or personal) leave available and who have made every attempt to schedule the visit during non-working hours. The employee must provide their supervisor with documentation of the visit as provided by the school administrator within two (2) working days of the school visitation. This is unpaid leave; however, the Village will attempt to make reasonable efforts to accommodate an employee who wishes to make up the time, provided it is conducive to normal Village operations.



Other Types of Leave



SECTION 6.0 FAMILY MEDICAL LEAVE

The purpose of this policy is to provide employees with a general description of their Family and Medical Leave Act (FMLA) rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law 29 U.S.C. 2601, *et seq.*

6.0.1 General Provisions

Under this policy, the Village of Willowbrook will grant up to 12 weeks of leave during a 12-month period to eligible employees for qualifying reasons. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified by this policy.

6.0.2 Eligibility

To qualify for FMLA under this policy, the employee must meet all of the following conditions:

- The employee must have worked for the Village for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week and;
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave in the calculation to determine number of hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

6.0.3 Qualifying Events for Family Medical Leave (FML)

To qualify as FML under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that newborn.
- The placement of a child for adoption or foster care and to care for the newly placed child.
- A qualifying military exigency arising from the employee's spouse, son, daughter, or parent's active military duty or impending call or order to active duty.
- To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin.



- To care for a spouse, child or parent with a serious health condition (described below).
- An employee may take leave because of a serious health condition that makes him or her unable to perform the functions of their position.

6.0.4 Serious Health Condition

A serious health condition is defined as a condition that requires:

- Hospital Care: Inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider; **or**
- Incapacity Plus Treatment: A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves all of the following:
 - o treatment two or more times by a health care provider, by a nurse or physician's assistant under the direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider within the first 30 days of incapacity unless extenuating circumstances exist; **and**
 - o treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider; **and**
 - o the first or only in-person visit to a health care provider must occur within seven days of the first day of incapacity; **or**
- Pregnancy: Any period of incapacity due to pregnancy or for prenatal care; **or**
- Chronic Conditions Requiring Treatment: A chronic condition that requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider continues over an extended period of time and may cause episodic rather than a continuing period of incapacity; **or**
- Permanent/Long-Term Conditions Requiring Supervision: A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; **or**
- Multiple Treatment (non-chronic conditions): Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by provider of health care services under orders of, or in referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.



6.0.5 Duration of Leave and Measurement Period

An eligible employee is entitled to up to 12 weeks of FML for the reasons listed in Section 6.0.3 during a 12-month period. The Village will measure the 12-month period as a “rolling” 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Village will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of FML the employee is entitled to take at that time.

Spouses working for the same employer limit their combined leave to a total of 12 weeks during any 12 month period for the birth of a child, or to care for a child after birth, placement of a child for adoption or foster care or to care for a child after placement, or to care for each employees parent with a serious health condition.

When one spouse uses a portion of the total 12 week FML entitlement as outlined above, each spouse remains entitled to use the difference between the amount he/she has individually taken and 12 weeks of leave for other forms of FML.

6.0.6 Procedure for Requesting FML

It is the responsibility of the employee to request FML by providing verbal or written notice of the need for the leave to the Village Administrator’s Office, Department Head or designee. Within five business days after the employee has provided this notice, the Village Administrator’s Office, Department Head or designee will complete and provide the employee with the Department of Labor Notice of Eligibility and Rights informing an employee whether or not they are eligible for FML.

Employees seeking to use FML are required to provide 30-day advance notice of the need to take FML when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as the employee learns of the need for leave. Absent unusual circumstances, employees must comply with the Village’s notice requirements for reporting absence from work. Failure to comply with the notice requirements for reporting may result in a denial or delay of an FML designation.

When an employee seeks leave, due to a FML-qualifying reason for which the Village has previously designated the employee FML-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FML.

In all instances, the employee must answer questions and provide sufficient information to allow the Village to determine whether an absence is for a FML-qualifying reason. Failure to provide such information can result in a delay or denial of FML coverage.

6.0.7 Village Notice of Eligibility

When an employee requests FML or the Village acquires knowledge that leave may be for a FMLA purpose, the Village must notify the employee of their eligibility to take leave and inform the employee of their rights and responsibilities under FML. When the Village has enough information to determine that leave is being taken for a FML-qualifying reason, the Village must notify the employee that the leave is designated and will be recorded as FML.



Key employees of the Village are those who are among the highest paid ten percent (10%). These key employees will be notified of their status as a “key employee” in the DOL Notice of Eligibility.

6.0.8 Certifications

The Village will require certification for the employee’s or for a family member’s serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee’s Serious Health Condition. If an employee provides an incomplete or insufficient certification, the employee will be required to resolve any deficiencies in the medical certification.

The Village may directly contact the employee’s or family member’s health care provider for verification or clarification purposes. This contact will be made by a Village health care professional, an HR professional, leave administrator or management official – ***not*** by the employee’s direct supervisor. The employee may be required to consent to disclosure of the information to the Village pursuant to HIPAA Medical Privacy Rules, and if the employee fails to provide such consent, the Village may deny FML where the certification is unclear.

The Village has the right to ask for a second opinion if it has reason to doubt the certification. The Village will pay for the employee to get a certification from a second doctor, which the Village will select. The Village may deny FML to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Village will require the opinion of a third doctor. The Village and the employee will mutually select the third doctor, and the Village will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FML pending the second and/or third opinion.

The Village may also require certification for a qualifying exigency or for leave to care for a covered service member or veteran.

6.0.9 Intermittent Leave or a Reduced Work Schedule

The employee may use FML intermittently where medically necessary or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule.

For the birth, adoption or foster care of a child, the Village and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

Employees on intermittent leave have the sole responsibility to properly notify the Village of upcoming intermittent leave use. If an employee needs intermittent or reduced schedule leave for planned medical treatment, the employee must attempt to schedule treatment outside of working hours as to not unduly disrupt operations. If the leave is foreseeable, employees must provide 30 days advance notice or as soon as practicable for intermittent leave that is foreseeable. Employees on intermittent leave must still abide by the leave reporting process as outlined in the



The Village Administrator's Office or designee will request FML usage monthly for tracking purposes. FML usage will be reported to the employee upon their request.

The Village may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or, if allowed, to care for a child after birth, or placement for adoption or foster care.

6.0.10 Designation of FML

Upon notification by the employee to the Village, the Village will preliminarily notify the employee who has properly requested leave whether the request has been granted within five business days of learning the reason for the request. Within five business days after the employee has submitted the appropriate certification form, the Village Administrator's Office or his designee will complete and provide the employee with a written response to the employee's request for FML using the DOL Designation Notice.

6.0.11 Recertification

The Village may require recertification for leave due to an employee's serious health condition every 30 days. The Village may require recertification of employee or family medical leave at any point when circumstances have changed significantly, the Village receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. The Village may require, at its own discretion, recertification every six months in connection with an FML medical leave, or more frequently as permitted by law. The Village may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

6.0.12 Employee Benefits During Leave

While an employee is on leave, the Village will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Under current Village policy, the employee pays a portion of the health insurance premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. After 30 days of unpaid leave the employee contribution of the health insurance premium will continue to be made at the employee's expense, however, the employee must make this payment, either in person or by mail. The payment must be received in the Village Administrator's Office by the first (1st) day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage. If mutually agreed upon, requests for alternative payment options or extended timeframes may be approved.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Village will require the employee to reimburse the Village the amount it paid for the employee's health insurance premium during the leave period.



If the employee participates in voluntary benefits that require payment, the employer will continue making the necessary payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the voluntary benefits, or the employer may elect to maintain such benefits during the leave and pay the employee's benefit costs. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's benefit costs, whether or not the employee returns to work.

Consistent with the Village policy regarding all types of leave, employees on unpaid FML will not continue to accrue leave time (vacation, sick or other leave types) or other benefits during any period of the leave (service credit towards Longevity and 25 Year Service Payment). In addition, employees will not be paid for holidays that occur during the unpaid leave. Please note that an employee's pension system may offer additional benefits while on unpaid leave.

6.0.13 Use of Paid and Unpaid Leave

An employee who is taking FML must use all paid vacation, personal, compensatory, sick leave and other types of leave prior to being eligible for unpaid leave. An employee who has had their leave designated under FML may use sick time if the circumstance qualifies for the use of sick leave. Additional documentation may be required to verify sick leave is appropriate. All paid leave shall run concurrently with FML.

6.0.14 FML and Worker's Compensation

Work related injuries resulting in a qualifying condition under the FML will be designated as FML leave and will be counted toward the total 12 week FML entitlement.

6.0.15 Intent to Return to Work

The Village will require an employee on FML to report regularly on their leave status and intent to return to work.

6.0.16 Return to Work and Fitness for Duty

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from their health care provider. This requirement will be included in the employer's response to the FML request. Upon return from FML, an employee who takes FML will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The employee will not lose unused benefits that accrued prior to the leave of absence.

The Village may choose to exempt certain key employees from this requirement and not return them to the same or similar position. Key employees are those who are among the highest paid ten percent (10%) of the employees employed by the Village. The Village will notify such employees of their "key employee" status and the conditions under which job restoration may be denied, if applicable.



SECTION 6.1 MILITARY FAMILY LEAVE

Military Family Leave under the Family and Medical Leave Act (FMLA) includes two provisions, Qualifying Exigency Leave and Military Caregiver Leave. Although FMLA leave is unpaid, employees will be required to use accrued leave, if it is available. After exhausting all accrued leave the Military Family Leave may be unpaid.

Eligibility: To qualify for Medical Family Military Leave under the FMLA policy, the employee must meet all the conditions as defined in the Family and Medical Leave Act policy Section 6.0.2 in addition to the conditions listed in the applicable sections below.

6.1.1 Qualifying Exigency Leave

If an employee's spouse, parent, son or daughter is a military member who is on covered active duty with the Armed Forces or has been notified of an impending call or ordered to covered active duty and the employee qualifies for Family Medical Leave (FML) they may be entitled to take up to a total of 12 weeks of unpaid leave under the FML for qualifying exigencies.

Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country, and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in support of specified contingency operation. Certification of such leave is required.

Deployment to a foreign country means deployment to areas outside the United States, outside the District of Columbia, or outside any Territory or possession of the United States

Categories of Qualifying Exigencies: An employee is entitled to use qualifying exigency leave for the following purposes (refer to Federal FMLA guidance for additional information regarding qualifying circumstances) for:

- Short notice deployment
- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities
- Parental care
- Additional activities

Duration of Leave and Measurement Period of Exigency Leave: The employee is entitled to up to 12 weeks of FML during a "rolling" 12-month period measured backward from the date an



employee uses any leave for the exigencies listed above. The leave may be taken intermittently as defined in the FMLA policy Section 6.0.9.

Military Exigency Leave will be counted towards an employee's annual 12-week FML allotment. An employee may take leave for other qualifying reasons under the FMLA to the extent the combined leave does not exceed 12 weeks during the rolling 12-month period. To request FML unrelated to Military Exigency Leave, see in the FMLA policy Section 6.0.6.

Under the Illinois Family Military Leave Act (IFMLA), an eligible employee who is the grandparent of a person called to military service lasting longer than 30 days pursuant to a state or federal deployment order may also be entitled to up to 15 days of unpaid family military leave during the time the deployment order is in effect. The number of days provided to an employee under the IFMLA shall be reduced by the number of days of leave provided under FMLA. Although IFMLA leave is unpaid, employees will be required to use accrued leave, if it is available. After exhausting all accrued leave, the IFMLA may be unpaid if the employee has exhausted all available vacation and personal time.

Requesting Military Exigency Leave Procedures: In accordance with FMLA policy Section 6.0.6, it is the responsibility of the employee to request Military Exigency Leave by providing verbal or written notice of the need for the leave to the Village Administrator's Office Director or designee. Within five business days after the employee has provided this notice, the Village Administrator's Office Director or designee will complete and provide the employee with a Notice of Eligibility as defined in the FMLA policy Section 6.0.7 and the DOL Certification of Qualifying Exigency for Military Family Leave form WH-384.

The Village will request certification form WH-384 and a copy of the military member's active-duty orders (or other documentation issued by the military). The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in the denial of continuation of leave. The Village may request authentication and confirmation by directly contacting the Department of Defense to request verification that the military member is on covered active duty. The Village may also contact directly any third parties necessary to verify the validity of the request. This contact will be made by the Village Administrator's Office Director or designee, leave administrator or management official – not by the employee's direct supervisor.

Employee Benefits on Exigency Leave: Employees on Exigency Leave will be provided with employee benefits as defined in the FMLA policy Section 6.0.12.

Pay Status on Exigency Leave: Employees will be required to use accrued vacation, personal and eligible sick time (as long as the reason for the absence qualifies for the use of sick leave per the Village's policy, or applicable CBA) during Exigency Leave as defined in the FMLA policy Section 6.0.13.

6.1.2 Military Caregiver Leave

If an employee is the spouse, parent, son, daughter or next-of-kin of a covered service member or veteran and the employee qualifies for FML they may be entitled to take up to a total of 26 weeks of unpaid leave under the FMLA to take care of their military relative if they have a qualifying serious injury or illness. See Department of Labor FMLA regulations for definitions of familial relationships, including next-of-kin.



A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

A covered veteran is a former member of the Armed Forces (including a member of the National Guard or Reserves), who was discharged or released under conditions, other than dishonorable discharge, and was discharged within a five-year period before the eligible employee first takes leave under the Military Caregiver provision who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. See Department of Labor FMLA regulations for service members discharged prior to March 8, 2013.

Serious injury or Illness of a Current Service Member

A serious injury or illness - is one that was incurred in the line-of-duty while on active duty that may cause the service member to be medically unfit to perform the duties of their office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service members' active duty and that were aggravated by service in the line-of-duty or active duty.

Serious injury or illness of a Veteran

A serious injury or illness is one that was incurred in the line-of-duty while on active duty in the Armed Forces or that existed prior to and was aggravated by service in the line-of-duty while on active duty and is either:

- A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Services and rendered the service member medically unfit to perform the duties of their military position; or
- A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50% or greater, and the need for military caregiver leave is related to that condition; or
- A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any one of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Duration of Leave and Measurement Period of Military Caregiver Leave

The employee is entitled to up to 26 weeks of Military Caregiver Leave for the reasons listed above. The leave is to be completed within a single 12-months beginning from the first day of Military Caregiver Leave. The leave may be taken intermittently or on a reduced schedule for planned medical treatment appointments for the covered service member or where there is a medical necessity for the service member to have periodic care, as supported by a certification. Spouses are limited to a combined total of 26 workweeks of leave, in conjunction with other limits on combined leave under the FMLA policy, if each spouse is a parent, spouse, son or daughter, or next of kin of the service member.



Military Caregiver Leave may be counted against an employee's annual 12 week FMLA allotment. An employee may take leave for other qualifying reasons under the FMLA during the 12 month measurement period that the employee is eligible for Military Caregiver Leave; however, combined leave under the FMLA is limited in two key regards:

- 1) An employee may not take more than 12 weeks of leave for any reason other than Military Caregiver Leave; and
- 2) Any Military Caregiver Leave that is taken cannot exceed the difference between 26 weeks and the amount of leave taken within the employee's 12 week FMLA allotment for other qualifying reasons. To request FMLA leave unrelated to Military Caregiver Leave, see in the FMLA policy Section 6.0.6.

Requesting Military Caregiver Leave Procedures

In accordance with the FMLA policy Section 6.0.6, it is the responsibility of the employee to request Military Caretaker Leave by providing verbal or written notice of the need to the Village Administrator's Office Director or designee. Within five business days after the employee has provided this notice, the Village Administrator's Office Director or designee will complete and provide the employee with a Notice of Eligibility as defined in the FMLA policy Section 6.0.7 and the DOL Certification for Serious Injury or Illness of Covered Service member WH-385 or Certification for Serious Injury or Illness of a Veteran for Military Caregiver WH-385-V.

The Village will request certification form WH-385 and/or form WH-385-V. The employee must respond within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in the denial of continuation of leave. The Village may request authentication and clarification by directly contacting the covered injured or ill service member's military unit or other health care provider and may require confirmation of the covered family relationship to the seriously injured or ill service member. This contact will be made by the Village Administrator's Office or designee, leave administrator or management official – not by the employee's direct supervisor. The employee's covered injured or ill service member may be required to consent to disclosure of the information to the Village pursuant to HIPAA Medical Privacy Rules, and if the covered injured or ill service member fails to provide such consent, the Village may deny FML where the certification is unclear. Where applicable, in lieu of certification, an employee may submit invitational travel orders or invitational travel authorization issued to a family member. The Village may require authentication and clarification of this documentation and may require confirmation of the employee's relationship to the seriously injured or ill service member.

Employee Benefits on Military Caregiver Leave

Employees on Military Caregiver Leave will be provided with employee benefits as defined in in the FMLA policy Section 6.0.12.

Pay Status on Military Caregiver Leave

Employees will be required to use accrued vacation, personal and eligible sick time (as long as the reason for the absence qualifies for the use of sick leave per the Village's policy) during Military Caregiver Leave as defined in in the FMLA policy Section 6.0.13.



SECTION 6.2 MILITARY ASSIGNMENT LEAVE

Village employees who are members of the uniformed or military services shall be extended employment rights as set forth in the Illinois Services Employment and Reemployment Rights Act (ISERRA) (330 ILCS 61/1-1 *et seq.*), the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 USCA 4301, *et seq.*) and all other applicable state and federal laws. This policy is not intended to grant any rights or impose any responsibilities in excess of those contained in state and federal law.

If an employee needs leave for uniformed or military service, the employee shall provide notice to their Department Head and the office of the Village Administrator, along with a copy of their orders for service, as soon as they become aware of their need for leave. The Village will provide leave for uniformed or military service in accordance with the requirements of state and federal law.

During periods of uniformed or military leave, the Village's health-plan benefits will continue in accordance with state and federal law. For periods of leave for active duty, the Village shall continue to pay the employer's share of the full premium and administrative costs related to the continuation of health-plan benefits.

During periods of military leave for annual training, employees shall continue to receive full concurrent compensation for up to 30 calendar days per year. During periods of leave for active service, employees shall receive differential compensation, meaning pay due when the employee's rate of compensation for military service is less than his or her daily rate of compensation as a public employee. In the case of differential pay, the employee shall receive his or her regular compensation as a public employee minus the amount of base pay for active service. Differential compensation for voluntary active service is limited to 60 workdays in a calendar year. Employees may elect, but are not required to, the use of accrued vacation, annual or similar leave with pay in lieu of differential compensation during any period of military leave. Differential compensation will not be paid for active service without pay. Employees who have exhausted concurrent compensation for annual training, may receive differential pay for annual training, as set forth and limited by law.

For more information regarding the benefits and requirements related to military leave, please contact the Village Administrator.

SECTION 6.3 WORKER'S COMPENSATION

Any Village employee who is injured in the performance of their duties is entitled to seek benefits under the Worker's Compensation Act. Employees are expected to immediately report any injury to their supervisor, no matter how minor. An injured employee is required to submit a written report of any on-the-job injury to their immediate Supervisor as soon as possible to file an application with the Village Administrator's Office for Worker's Compensation benefits. In addition, the employee may be eligible for their pension disability benefit.

In accordance with the Illinois Workers' Compensation Act, the Village maintains workers' compensation insurance. The Illinois Worker's Compensation Act provides a system of benefits to most employees who experience work-related injuries and occupational diseases. Workers' compensation benefits are subject to change as a result of changes in the law.



For more information regarding Workers' Compensation benefits, employees should contact the Village Administrator.

The Village reserves the right to manage incidents involving workers' compensation to the fullest extent permitted under the law. Employees found to be defrauding the Village with respect to workers' compensation claims will be subject to disciplinary action, up to and including termination. Also, employees who fail to comply with requests and/or orders from the Village while absent from work due to a workplace injury or illness will be subject to disciplinary action, up to and including termination, as well as other sanctions or actions permitted under the law.

If the injury or illness is defined as a serious health condition under the FMLA and the employee is eligible, the worker's compensation leave and FML will run concurrently.

SECTION 6.4 TEMPORARY LIGHT DUTY ASSIGNMENTS

To aid a temporarily injured/ill employee through the transitional period toward full recovery, the Village may offer temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities, therefore will not be made available to employees with permanent restrictions.

Temporary light duty assignments may include work within the employee's normal duties, duties normally performed by another person within the department, duties in another department, or a combination thereof. For the light duty assignment to be offered, the employee must have the skills to perform the assignment and the assignment must accommodate the employee's medical restrictions. Employees on light duty are not permitted, under any circumstances, to perform any work that violates their return-to-work restrictions. Light duty assignments may be modified as necessary at the supervisor's discretion, as long as the work restrictions are enforced. The Village reserves the right to deny light duty (work related or non-work related).

6.4.1 Secondary Employment While on Light Duty

Unless approved in advance, an employee on light duty may not engage in other employment during the light duty period. If an employee engages in other employment during the light duty period, the employee will have violated the terms of this light duty policy and will be deemed to have voluntarily terminated their employment with the Village. In the event secondary employment is approved while an employee is on light duty for a work-related injury, the employee must continue to comply with all medical restrictions both in and outside of their employment with the Village.

6.4.2 Requesting Light Duty

Before a light duty assignment will be considered, an employee must submit a work status note to their supervisor and the Village Administrator's Office, which has been completed and signed by the employee's treating physician, or Independent Medical Examiner, on their company letterhead. The medical note must answer the following questions:

- Are the employee's medical condition/work restrictions temporary?
- When is the employee expected to be able to return to full, unrestricted duty?



- When is the employee next scheduled to be evaluated?
- What, if any, workplace accommodations can the Village provide (other than light duty) that would aid the employee in performing the essential function of their job?
- What are the employee's work restrictions?

Light duty cannot be offered if the medical note does not provide the requested information. If additional clarification is needed regarding the employee's restrictions, the Village Administrator's Office will seek clarifications either through the employee or the physician who provided the note. Once all restrictions have been clarified, the Village Administrator's Office will coordinate with the employee and their supervisor to explore work availability that is consistent with the given restrictions. Please note, light duty may not be approved immediately, pending the need for additional clarification from the employee's treating physician. During this period the employee is required to use the appropriate accrued leave until the request can be evaluated. Light duty may be denied if there is no work available that matches the employees skill set and current work restrictions.

An employee working in a light duty capacity will continue to receive the wages earned before requesting light duty and are generally not scheduled for overtime.

6.4.3 Returning to Work

In order to return-to-work without restrictions from a temporary light duty assignment, an employee must submit a work status note providing medical clearance from their treating physician or from an Independent Medical Examiner. The Village may direct an independent medical examination if it suspects the injured employee cannot fulfill the duties as described in the employee's job description.

6.4.4 Work-Related Injury/Illness

It is the policy of the Village to provide light duty work, if available, to employees with work-related injuries/illnesses of a temporary nature, as an option to assist in the recovery process. If work is available, it may be offered for up to six (6) weeks in a rolling- year for the same condition, unless extended by the Village in its sole discretion in accordance with the individual's work restrictions.

For work related injuries/illnesses, state worker's compensation laws generally require an employee to work, if work is available. If available work is not accepted by the employee, worker's compensation benefits may not be paid, depending on the applicable worker's compensation law. This may limit the amount of short-term disability benefits an employee is eligible to receive. The employee cannot use sick leave when refusing a light duty assignment and is required to use all applicable accrued leave before entering into an unpaid status.

All work-related injury/illness light duty information will be maintained by the Village Administrator's Office in the workers' compensation file.

6.4.5 Non-Work-Related Injury/Illness

Light duty, for a non-work-related injury/illness, may be offered for up to six (6) weeks in a rolling-year for the same condition, unless extended by the Village in its sole discretion in accordance



with the individual's work restrictions.

If the light duty assignment is not otherwise extended, the employee will be treated for all purposes as if the restrictions are permanent, until such time as the employee submits verification from the treating physician or the independent medical examiner that the restrictions have materially changed or have been eliminated.

Light duty certification from the treating physician will be required every thirty (30) days regardless of the timeframe given on the original medical clearance note. Failure to re-certify may result in the denial of continued or extended light duty work.

If the light duty assignment is refused, an injured/ill employee has the option of using their accrued time or taking unpaid leave in accordance with the FMLA, if the employee otherwise meets the requirements for such leave. If the employee has exhausted their light duty period, they will be placed on FML (if eligible) and/or may apply for disability leave.

All light duty information will be maintained by the Village Administrator's Office in the employee's respective medical file.



Employee Benefits and Separation of Employment



SECTION 7.0 EDUCATIONAL ASSISTANCE PROGRAM

Under this program, the Village will assist employees in bearing the cost of academic degree seeking programs that have some apparent beneficial relationship to the performance of the employee's duties. All academic programs must be accredited by the U.S. Department of Education or the Council for Higher Education. Online courses offered by an accredited university or college may qualify. The Educational Assistance Program will reimburse the employee for the costs of tuition expenses on an annual basis. Books, fees and other educational expenses are not eligible for reimbursement.

Annual funding of this program is not guaranteed. The amount of funds available in a particular year to an individual employee will be determined by the Village Administrator's Office. The program has been designed to ensure that all qualified employees have equal access to reimbursement funds.

7.0.1 Eligibility

All full-time and eligible part time (refer to Section 8.0.1 Employee Benefit Eligibility) employees who have completed one year of service are eligible for participation. Full time employees may receive up to \$5,000 annually and eligible part-time employees may receive up to \$3,500 annually for tuition reimbursement.

7.0.2 Initial Application and Course Updates

An eligible employee seeking participation on the Educational Assistance Program must complete an "Educational Assistance Application" prior to initiating their course work. After the application has been processed, the employee will be notified of whether they have been approved to participate and at what reimbursement level.

Employees who are approved for participation in the program must complete and submit an "Education Assistance Course Update Form" no later than thirty (30) days prior to the start of each course.

7.0.3 Reimbursement Level

The extent of the Village participation in the cost of an employee's tuition is determined by the degree to which the academic program is related to the employee's duties, as determined by the Village Administrator.

- For programs that are directly job-related, the Village will reimburse tuition costs up to \$5,000 on an annual basis (eligible part-time \$2,625).
- For those courses that are indirectly (but reasonably) job-related, the Village will reimburse tuition costs up to \$2,625 on an annual basis (eligible part-time \$1,312).
- If a specific course is required under a degree program, but is non-credit worthy, the Village will reimburse tuition costs up to \$2,625 on an annual basis (eligible part-time \$1,312).



- If a program is unrelated to an employee's job duties, the Village will not reimburse any of the tuition costs.
- Ineligible courses and programs include, but are not limited to seminars, workshops or short courses of a few days duration and/or degree programming at professional schools such as law school, medical, dental or veterinary school.
- Technical courses that are required and/or recommended for performing an employee(s) job (e.g., certifications) should be budgeted within the individual departmental training budget.

7.0.4 Criteria to Determine Job Relatedness

Several criteria are used to determine whether an academic program is directly or indirectly related or unrelated to an employee's position and responsibilities. The following factors will be examined in relation to each application for educational assistance funds:

- The immediate benefit which the program would provide to the employee;
- The immediate effect which it would have on their on-the-job performance;
- The recommendation of the employee's Department Director in regard to the particular application and the employee's overall educational pursuits;
- The employee's written explanation of the benefits (both personal and job-related) provided by the program;
- The individual's satisfactory work record.

In the event that the course for which educational assistance funds are requested is not directly related to the employee's present position and responsibilities, the application will be evaluated in terms of the benefits the course would provide by preparing the employee for another position within the organization for which he or she may be eligible (e.g., a management degree program which provides supervisory training for an employee in a non-supervisory position who may possibly be placed in a managerial role).

Employees are encouraged to meet with their Department Director and the Village Administrator's Office prior to starting a program leading to a degree, since requested funding for such a program will extend over a period of years.

7.0.5 Criteria for Reimbursement of Tuition Costs

The Village will reimburse tuition costs when the employee demonstrates that they have successfully completed the course with a passing grade of "C" or better. If an employee fails to complete a course under the Educational Assistance Program without a satisfactory reason, or if the employee fails to receive a grade of "C" or better, the employee may be disqualified from further participation in the Educational Assistance Program.

7.0.6 Requesting Tuition Reimbursement

Payment will be on a reimbursement basis only. Participating employees will receive all of their qualifying reimbursement payments via payroll. Employees will receive a separate check based



upon their standard pay method for the tuition expense according to the normal payroll cycle. Requests for reimbursement shall be made within a reasonable timeframe of completing the course they are seeking reimbursement. To request reimbursement, complete and submit the "Educational Assistance Repayment Agreement." *Notice: requests for reimbursement submitted after the last payroll of the year, will go towards your allotment for the year in which the funds are actually received by the employee.*

7.0.7 Terms of Repayment Agreement

If an employee voluntarily terminates employment within one year of receiving education assistance funds, the Village will seek to recoup fifty (50) percent of the previous twelve (12) months' tuition reimbursement payment from the employee. The employee agrees to consent to the deduction of any amounts owed at the time the employee terminates employment, even if such deduction is greater than 15 percent of the employee's final pay. If the repayment amount is greater than the employee's final compensation, the employee will agree to repay within 30 days of termination.

SECTION 7.1 FRINGE BENEFITS

Except for benefits specifically stated in a collective bargaining agreement, employee benefits described herein are established by and may be amended by the Village.

The Village provides full-time employees with a comprehensive benefit package. If eligible, the Benefit Plan allows employees to select benefit options for medical, dental, vision and life insurance coverage as well as flexible spending plans.

The Village reserves the right to change or terminate vendors, benefit levels, benefit offerings, policies and procedures, with or without notice. In all instances the actual plan documents govern terms of participation and eligibility. Please refer to the current year's Open Enrollment Guide located on the Employee Services Page of the EIC for the most up to date information regarding benefits. Employee wages and fringe benefits are reviewed and approved by the Village Administrator and Board of Trustees as a matter of routine in concert with the Village's annual budget approval process.

Employee wages and fringe benefits are reviewed and approved by the Village Administrator and Board of Trustees as a matter of routine in concert with the Village's annual budget approval process.

7.1.1 Employee Assistance Program

The Village of Willowbrook provides an Employee Assistance Program (EAP) for all Village employees. The EAP provides employees with a confidential, convenient, no cost opportunity to resolve personal problems including, but not limited to: marital and family issues, alcohol and chemical dependencies, financial and legal stress, depression and emotional difficulties.

Participation in the EAP does not jeopardize job security or career opportunities. Likewise, participation does not exempt employees from their normal job requirements, nor does it allow exceptions to standard work practices and policies.

The Employee Assistance Program (EAP) is administrated by an outside provider as a mechanism for dealing with employees' and their families' personal problems. The program is



available as an aid to those employees and family members who voluntarily wish to use the program for resolving a personal problem. These problems may include emotional illnesses, alcoholism, drug dependence, marital or family discord, stress disorders, legal difficulties or financial matters. All employees and their extended family members may use this program.

The general purpose of the program is to ensure that any employee and employee family member having a personal problem affecting work or home life will receive careful consideration and an offer of confidential professional assistance in the areas of stress disorders, mental or emotional illness, alcoholism, drug abuse, marital or family distress, or financial, legal or other related concerns.

Referral procedures will be designed to facilitate (a) self-referrals, (b) supervisor/management referrals, (c) medical referrals, and (d) family referrals to the EAP. When necessary, a medical leave of absence may be granted for treatment or rehabilitation on the same basis as is granted for other health problems.

The decision to request or accept assistance through the EAP is a voluntary, personal choice of the individual.

All information relating to an employee's EAP participation is strictly confidential. Only the EAP provider maintains EAP records. The EAP provider does not release specific information about an employee's use of EAP services unless the employee gives his or her advance written consent.

Voluntary self-referred employees or family members seeking assistance will be able to do so with complete anonymity.

Expenses incurred for diagnosis and treatment of alcoholism, drug abuse, or medical or psychiatric problems will be reimbursed in accordance with the provisions of the Group Insurance Program applicable to the employee.

The EAP is a prepaid service offered by the Village to employees and their spouse, and depending on their program, others in the employee's household as covered by their benefits plan. There is no cost to employees for utilizing the EAP service. However, if an employee is referred to additional resources for help and the employee elects to use those resources, the resulting co-payments and fees, if any, are the employee's responsibility.

7.1.2 Health Insurance

The Village provides a competitive health insurance benefit plan for eligible employees. Information regarding coverage type, plan highlights, summary plan descriptions, and insurance carrier contact information is located on the Employee Services Page of the EIC.

7.1.3 Health Insurance Opt-Out Program

Any full-time or eligible part-time employees who are eligible for single, single/spouse (or civil union partner), single/child(ren) or family coverage and declines coverage with a Village group health insurance plan may receive an annual incentive payment. If a Village employee decides to waive reimbursement, they may be eligible for 50% of the lowest single premium the Village pays. The incentive payments will be processed on a per pay period basis and are subject to taxes and withholdings, and are not pensionable. All requests to participate in the program must



include proof of coverage under an alternative health insurance plan. The duration of the health insurance opt out qualifies for one (1) plan year (Jan. 1-Dec. 1). **Employees desiring to continue participation must complete a new request each year during open enrollment.**

A full-time or eligible part-time employee that has a spouse, civil union partner, or parent that is also employed by the Village full-time, shall be ineligible from participation in the opt-out program if both remain covered by a Village-provided health insurance plan as the primary or as the dependent.

Annual funding for this program is not guaranteed. The amount of funds available in a particular year to an individual employee will be determined by the Village Administrator. The program has been designed to ensure that all qualified employees have equal access to reimbursement funds.

7.1.4 Vision Insurance

The Village offers vision insurance to full-time and eligible part time employees. Employees choosing vision insurance pay the full cost of the premium.

7.1.5 Dental Insurance

The Village provides a competitive dental insurance benefit plan for eligible employees. Information regarding coverage type, plan highlights, summary plan descriptions, and insurance carrier contact information is located on the Employee Services Page of the EIC.

7.1.6 Flexible Spending Account (FSA)

The Village administers an IRS Section 125 Flexible Spending Plan. The rules governing the Plan are contained in the Plan Document. Employees may elect to make pre-tax contributions, through payroll deductions, to medical, vision, transit, parking and dependent care expense accounts.

Per Federal law and applicable plan documents, changes in the allocation may only be made during the open enrollment period prior to the beginning of the plan year, unless the employee experiences a qualifying event as defined under federal law, which may include marriage, legal separation, divorce, death of a spouse or child, pregnancy, birth or adoption of a child, a change in employment status for the employee's spouse, or the termination of insurance coverage provided by a spouse's own employer.

The IRS limits, and updates annually, the amount employees can deposit into their FSA accounts. Employees who have qualifying expenses should contact the claims administrator for procedures and documentation needed for reimbursement of qualifying expenses.

Section 125 Internal Revenue Service code states, "Flexible spending accounts are 'use-it-or-lose-it' plans. This means that amounts in the account at the end of the plan year cannot be carried over to the next year and are subject to the grace period provisions outlined below. The Village is not permitted to refund any part of the balance to you. *(More information regarding Section 125 regulations is available at <http://www.irs.gov/publications>).*

There is a grace period of up to 2½ months after the end of the plan year (January 1 – December 31). Any qualified medical expenses incurred during the plan year can be paid from any amounts left in the account at the end of the previous year. Claims incurred through March 15 of the



following year may be covered by the previous plan year's contributions. Deadline for submitting and substantiating claims is March 31 of the following plan year.

7.1.7 Life and AD&D Insurance

Life and AD&D insurance is provided to full-time and eligible part-time employees during their tenure of employment.

7.1.8 Additional Life and AD&D Insurance

The Village offers additional, voluntary life insurance to full-time and eligible part time employees. Upon hire, employees may enroll for a guaranteed issue amount. Enrollment after the time of hire may be subject to medical underwriting and review.

7.1.9 Defined Contribution Retirement Savings Plan

The defined contribution retirement plan is a voluntary program. Contributions made by employees to the defined contribution retirement plan are administered through payroll deduction and income taxes are adjusted accordingly each pay period. Enrollment, contribution amounts, and status of participation may change throughout the year and be adjusted at any time, provided the proper process to request the payroll change has been followed. There is no minimum contribution, but applicable IRS maximums may apply and vary by age.

7.1.10 Pension Benefits

Employees (non-sworn) who work 1,000 hours per year or more are eligible for pension benefits through the Illinois Municipal Retirement Fund (IMRF). Full-time, eligible sworn employees are eligible for a respective police or fire pension. Under Public Act 100-0281, some sworn police officer positions may be eligible for a defined contribution plan in lieu of participation in an Article 3 pension. Please contact your respective pension directly for more information.

7.1.11 IMRF Supplementary Life Insurance –IMRF Members Only

The IMRF offers voluntary life insurance coverage to its members through the National Conference on Public Employees Retirement Systems (NCPERS). The monthly participation premiums are made via payroll deductions. The effective date for this plan is the first of the month following your first payroll deduction.

7.1.12 IMRF Voluntary Contribution – IMRF Members Only

IMRF's Voluntary Additional Contribution (VAC) program is an easy way to help you save additional retirement income. Voluntary Additional Contributions are limited to a maximum of 10% of your IMRF reportable earnings. Please refer to the IMRF website for more information regarding the restrictions of withdrawing your VAC and how interest is applied to your account.

7.1.13 Consolidate Omnibus Budget Reconciliation Act

The Consolidates Omnibus Budget Reconciliation Act (COBRA) requires group health plans to offer continuation coverage to covered employees, former employees, spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain events. Those events include but are not limited to:



- A covered employee's death;
- A covered employee's job loss or reduction in hours for reasons other than gross misconduct;
- A covered employee's becoming entitled to Medicare;
- A covered employee's divorce or legal separation, and
- A child's loss of dependent status (and therefore coverage) under the plan.
- A permanent move to a new state; or a move within a state can be a qualifying event

COBRA requires that continuation coverage extend from the date of the qualifying event for a limited period of 18 or 36 months. The length of time for which continuation coverage must be made available depends on the type of qualifying event.

SECTION 7.2 SEPARATION OF EMPLOYMENT

7.2.1 Notice of Separation

An employee who voluntarily resigns or retires from Village employment is expected to give advance notice of not less than two calendar weeks. Separating employees should consult with the Village Administrator's Office prior to separation in order to receive information regarding pension, health insurance and similar administrative matters.

All notices of intent to resign should first be filed in writing with the Department Director, who will notify the Village Administrator's Office.

7.2.2 Separation Date

An employee's separation date is the last day they received pay for hours worked. Hours worked shall include the use of granted, earned or accrued time.

7.2.3 Statement of Pay and Benefits

The Village Administrator's Office will prepare a statement of the employee's final hours worked, and the payment of ancillary benefits. If possible, the employee will be provided with a chance to review this statement prior to the final payment being issued.

7.2.4 Health Insurance and Pension Benefits at Separation

Health insurance coverage ends at the end of the month in which the employee separates. The employee is responsible for communicating directly with their respective pension and completing the appropriate notifications and forms. The local Social Security Office should be contacted with questions about a pension for the retiree, spouse, or dependent children or Medicare eligibility.



7.2.5 Sick Leave Buyback at Retirement

At retirement, eligible full-time employees may be paid at their straight time hourly rate for 50 percent of unused and unpaid sick leave hours accrued not to exceed 1,600 hours.

Employees who participate in the Illinois Municipal Retirement Fund (IMRF) have an additional option of converting all unused and unpaid sick leave to pension service credit. **Only unused and unpaid sick days may be converted to IMRF service credit.**

7.2.6 Death Benefit

In the event that a full-time employee dies while employed, the Village will make payment for 25 percent of accumulated unused sick leave at the rate of pay for that employee at the time of death. Additionally, in the event of the death of an employee, the Village will extend one month's salary.

7.2.7 Exit Interview

It is important for the Village to be informed of separating employees' opinions of their employment with the Village. The separating employees may be asked to participate in a confidential interview with the Village Administrator's Office or their designee prior to their last day of employment. The exit interview is voluntary and has no effect on the compensation or the benefits due an employee by virtue of separation. The exit interview will be scheduled after the Village has officially received a written notice of resignation from the employee.

7.2.8 Return of Village Property

An employee who has separated from Village service will be held responsible for the return of all Village property, keys, records and/or uniforms in their possession *at the time of separation*. *Failure to return property may necessitate Village action for recovery.*

7.2.9 Unemployment Benefits

When an employee quits, is discharged, or is laid off for an expected duration of seven (7) days or more, the employee is directed to refer to the pamphlet, entitled "What Every Worker Should Know About Unemployment Insurance," which pamphlet is attached hereto as Appendix A. Questions regarding the eligibility for benefits should be directed to the local Illinois Department of Employment Security office.



APPENDIX A

State of Illinois

Department of Employment Security



What Every Worker Should Know About Unemployment Insurance

Notice to Employers

When workers are laid off for a period of seven days or more or are separated from the payroll for any reason, employers are required to provide them with a copy of this publication. If it is not practical to provide copies at the work site, the publication should be mailed to employees' last known address within five calendar days of separation. Enter the firm's name and address in the space below:





The Illinois Department of Employment Security (IDES) administers the unemployment insurance program for the State of Illinois. You are entitled to unemployment insurance benefits while you are unemployed if you meet the legal requirements. Benefits are financed by employer payroll taxes – not by any deductions from your wages.

Who Qualifies for Unemployment Insurance?

1. To qualify, you must have earned at least \$1,600 during a recent 12-month period (known as the base period) and you must have earned at least \$440 outside of the base period quarter in which your earnings were the highest. If you do not qualify under the standard base period, IDES may use the most recent four completed quarters as an alternate base period.

<i>If your Benefit Year begins:</i>	<i>Your Base Period will be:</i>	<i>Your Alternate Base Period will be:</i>
<i>This Year Between: Jan. 1 and March 31</i>	<i>Last Year Between: Jan. 1 and Sept. 30 and the year before between Oct. 1 and Dec. 31</i>	<i>Last year between: Jan. 1 and Dec. 31</i>
<i>This Year Between: April 1 and June 30</i>	<i>Last Year Between: Jan. 1 and Dec. 31</i>	<i>Last year between: April 1 and Dec. 31 and this year between Jan. 1 and Mar. 31</i>
<i>This Year Between: July 1 and Sept. 30</i>	<i>Last Year Between: April 1 and Dec. 31 and this year between Jan. 1 and March 31</i>	<i>Last year between: July 1 and Dec. 31 and this year between Jan. 1 and June 30</i>
<i>This Year Between: Oct. 1 and Dec. 31</i>	<i>Last Year Between: July 1 and Dec. 31 and this year between Jan. 1 and June 30</i>	<i>Last year between: Oct. 1 and Dec. 31 and this year between Jan. 1 and Sept. 30</i>

If you have been awarded temporary total disability benefits under a workers' compensation act or other similar acts, or if you only have worked within the last few months, your base period may be determined differently.

2. Your employer must be subject to the State's unemployment insurance law. Among the types of work not covered are certain agricultural, domestic, railroad and government work, and certain work done for one's family and on commission.
3. You must either be entirely out of work or be working less than full-time because full time work is not available. Your earnings must fall below a certain threshold determined at the time you file your claim.
4. Your unemployment must be involuntary. You may be disqualified if you:
 - a. quit job voluntarily without good cause attributable to your employer;
 - b. were discharged for misconduct in connection with your work;
 - c. were discharged for a felony or theft in connection with your work; or
 - d. are out of work because of a labor dispute.



5. You must be able and available to work. Benefits are not paid for any period in which you are on vacation, when your principle occupation is that of a student (you may be eligible if you are attending a training course approved by the IDES Director) or while you engage in any other activity that makes you unavailable for work. Benefits are not paid for any day or days on which you are unable to work because of illness, disability, family responsibilities, lack of transportation, etc.
6. You must be actively seeking work and willing to accept any suitable job offered. You must keep a log of your job search activities in every week for which you claim benefits. If your eligibility is challenged, you may be required to produce that document.

Illinois Employment Service Registration Requirement:

You must complete registration with Illinois Employment Services at IllinoisJobLink.com before unemployment insurance benefits can be paid. Once completing your registration at IllinoisJobLink.com, you can create a resume and search for work.

Information Needed to File for Benefits:

- Your Social Security Number and Name as it appears on your Social Security card;
- Your Driver License / State ID (this will provide your weight, which is required when filing);
- If claiming your spouse or child as a dependent, the Social Security Number, date of birth and name(s) of dependent(s);
- Name, mailing address, phone number, employment dates, and separation reason for all the employers you worked for in the last 18 months;
 - Wage records (W-2 form, check stubs, etc.) from these employers may be necessary;
- If you worked since Sunday of this week, the gross wages earned this week;
 - You must report all gross wages for any work performed, full or part-time;
 - Gross means the total amount earned before deductions, not "take home pay", including wages in the form of lodging, meals, merchandise or any other form;
 - Gross wages must be reported the week in which they are earned, not the week in which you receive the wages;
 - If your gross wages earned in any week are less than your weekly benefit amount, you still may be eligible to receive a full or partial benefit payment).
- Records of any pension payments you are receiving (not including Social Security);
- If you are not a United States citizen, your Alien Registration Information;
- If you are a recently separated veteran, the Member 4 Copy of the DD form 214 / 215;
 - Other copies of the DD Form 214 / 215 are acceptable, but the Member-4 copy is the most commonly available.
- If you are separated from work as a civilian employee of the federal government, copies of your Standard Form 8 and Personnel Action Form 50.



When and Where to File:

File your claim for unemployment insurance benefits during the first week after you have become unemployed. We recommend filing for benefits online at ides.illinois.gov, or you may file in person at a local IDES office. Check our website for office locations.

Please review the **Unemployment Insurance Benefits Handbook** for additional requirements and more detailed information. This and other publications are available online at ides.illinois.gov.

If you have additional questions, please call **IDES Claimant Services** at (800) 244-5631 or TTY: (866) 488-4016.

The law provides jail sentences and fines if you attempt to obtain benefits fraudulently by withholding pertinent information or by making false statements with your claim.

IDES is an equal opportunity employer and complies with all state and federal nondiscrimination laws in the administration of its programs. Auxiliary aids and services are available upon request to individuals with disabilities. Contact the manager of the IDES office nearest you or the IDES Equal Opportunity Officer at (312) 794-9290 or TTY: (888) 340-1007.

Note: The information contained in this brochure is subject to change at any time. For the latest information, visit the IDES Website at www.ides.illinois.gov.

Printed by Authority of the State of Illinois

ORDINANCE NO. _____

AN ORDINANCE EXCLUDING THE VILLAGE OF WILLOWBROOK AS A MUNICIPAL EMPLOYER FROM COVERAGE UNDER THE PAID LEAVE FOR ALL WORKERS ACT AND AMENDING THE VILLAGE CODE TO REQUIRE A FORM OF PAID LEAVE FOR VILLAGE EMPLOYEES

WHEREAS, on March 13, 2023, the Paid Leave for All Workers Act, 820 ILCS 192/1 *et seq.* (the “PLAW Act”) was signed into law, effective January 1, 2024, mandating that nearly all Illinois employers provide covered employees up to 40 hours of paid leave per 12-month period; and

WHEREAS, the PLAW Act excludes certain governmental employers from the mandates of the Act, including school districts and park districts, as well as certain private employers, but failed to exclude municipalities from the mandates of the PLAW Act; and

WHEREAS, in addition to the amount of paid leave required under the PLAW Act, paid leave under this law may be taken by an employee for any reason of the employee’s choosing, or for no reason at all, and must be provided by the employer upon the employee’s request, which request may be provided to the employer without advance notice, if the leave is not foreseeable, as determined by the employee; and

WHEREAS, the workforce of the VILLAGE OF WILLOWBROOK (“VILLAGE”) provides essential and continuing governmental services, including police and public works services, the operations of which could be severely disrupted by the application of the above-referenced impromptu leave mandated under the PLAW Act; and

WHEREAS, currently, full-time and part-time employees of the VILLAGE are provided paid leave benefits, including vacation, sick and personal leave, that meet or exceed the amount of paid leave provided under the PLAW Act, either through the application of benefits afforded under the Village’s personnel policies, or pursuant to coverage under a *bona fide* collective bargaining or other agreement; and

WHEREAS, Section 15(p) of the PLAW Act also provides that the provisions of the PLAW Act shall not apply to any employer that is covered by a municipal ordinance that is in effect on January 1, 2024, that requires an employer to give any form of paid leave to their employees; and

WHEREAS, the Village is a home rule unit of government under Section 6 of Article VII of the Illinois Constitution of 1970, and subject to said Section 6, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the corporate authorities of the Village find that it is necessary to exercise its home rule powers to exempt the Village and its employees from coverage under the PLAW Act, in order to ensure continuous government operations for protection of the health, safety and welfare of the residents of the Village; and

WHEREAS, the corporate authorities of the Village further find that it is necessary to require that the Village, as an employer, provide a form of paid leave to its employees by amending the Village Code to set forth this requirement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the VILLAGE OF WILLOWBROOK, DuPage County, Illinois, as follows:

SECTION 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Pursuant to the Village's home rule authority, the VILLAGE, as a municipal employer, shall be excluded from coverage under the provisions of the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*), and the Village and all of its employees are hereby exempted and excluded from application of the Act.

SECTION 3: Chapter 11 entitled "Holidays" of Title 1 entitled "Administrative", of the WILLOWBROOK Municipal Code is hereby amended by retitling said Chapter 11 to read "Holidays and Paid Leave" and by adding Section 1-11-3 to said Chapter to read as follows:

1-11-3 – Paid Leave Required for Full-Time Village Employees.

The VILLAGE OF WILLOWBROOK shall provide all full-time employees of the Village with no less than five (5) work days of paid leave per year, to be administered pursuant to the applicable personnel policies of the Village or a *bona fide* collective bargaining or other agreement.

SECTION 4: Pursuant to Section 1-11-3 of the WILLOWBROOK Municipal Code and Section 15(p) of the Paid Leave for All Workers Act (820 ILCS 192/15(p)), the provisions of the PLAW Act shall not apply to the VILLAGE, as a municipal employer.

SECTION 5: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective

by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof.

SECTION 6: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.

DATE: December 18, 2023

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN DROPCOUNTR, INC. AND THE VILLAGE OF WILLOWBROOK FOR A WATER UTILITY CUSTOMER PORTAL

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff have been reviewing the implementation of a Water Utility Customer Portal. Staff is requesting that the Board of Trustees approve an agreement with KUBRA/Dropcountr for the deployment and implementation of a Water Utility Customer Portal.

PREVIOUS ACTION TAKEN

The Village Board provided positive feedback and direction to move forward at the November 27, 2023 Committee of the Whole meeting.

BACKGROUND/SUMMARY

Part of staff's strategic initiatives for this fiscal year was to research and potentially implement a Water Utility Customer Portal that tracks water usage. The primary benefit to residents of a Water Utility Customer Portal is that it allows residents and businesses to monitor water usage and gives them a variety of self-service solutions that can help manage their monthly water consumption. A key aspect of such a portal for staff is that it provides them with an easier means of communication regarding water usage information. The software will allow staff to gain insightful analytics, reporting, and customer management tools to better meet the community's needs.

Currently, residents are not able to review their water usage in real-time. Instead, the only reporting method that residents and businesses have available to them for water consumption information is the monthly utility bill they receive that includes meter readings and water consumption data.

From June to August 2023, an average of 7% of water utility customers submitted electronic payments. Staff believes this percentage of customers making electronic payments will increase significantly once a water utility customer portal with an easy-to-follow online payment link is implemented.

FINANCIAL IMPACT

Quoted prices from KUBRA, the only vendor to submit a bid, for a Water Utility Customer Portal are below:

Item	Cost
Set-up/One-time Costs	\$5,000
Year 1 Costs	\$12,500
Year 2 Costs	\$12,500
Year 3 Costs	\$12,500
TOTAL	\$42,500

RECOMMENDED ACTION:

Staff recommends the Village Board award a Water Utility Customer Portal agreement to KUBRA. From there, staff will work with KURBA and Aclara to implement the water utility customer portal for administrative and public use.

WATER UTILITY CUSTOMER PORTAL BID RESULTS

KUBRA

Cost Component	Cost	Cost Structure
Set-up/one-time costs	\$5,000.00	flat rate
Year 1 Costs	\$12,500.00	flat rate
Year 2 Costs	\$12,500.00	flat rate
Year 3 Costs	\$12,500.00	flat rate
Additional Vendor Module/Option	\$2,500 per year for "Irrigation INSIGHT"	flat rate



Proposal For The Village of Willowbrook

Water Utility Customer Portal - RFP # 021

September 28th, 2023, at 11am. CT

KUBRA Data Transfer Ltd
30 Knox Drive
Piscataway, NJ 08854
www.kubra.com

Robb Barnitt, Vice President
Phone: 650.678.3632
Email: robb.barnitt@kubra.com
robb@dropcountr.com



Table of Contents

SERVICES PROVIDED	1
QUALIFICATIONS AND EXPERIENCE OF FIRM.....	9
REFERENCES OF FIRM.....	12
SCOPE OF WORK	13
PRICING	22
APPENDIX A - SOLUTION OVERVIEW.....	23
APPENDIX B – REQUIRED FORMS	24

Services Provided

Provide a narrative demonstrating the exact type and nature of the proposed services and how your firm will accomplish the objectives of the project as outlined in the specifications. This would include a backup plan in the event of an employee's absence. The Village Proposal Review Team will evaluate the completeness and reasonableness of the Contractors proposed plan for completing the proposed services. Finally, the Team shall evaluate the Contractors submission of proposed methodologies for meeting the requirements of this proposal.

Dropcountr Products & Services

Key products and services are introduced below, with additional detail and product images presented in **Appendix A – Dropcountr Solution Overview**.

CUSTOMER PORTAL

Dropcountr offers a tailored customer portal experience for both residential and commercial users. Known as Dropcountr HOME and BUSINESS, these customer portal experiences are available as native mobile iOS and Android applications (available in the Apple App Store and on Google Play) and are also accessible by computer using any modern web browser.

Village customers will be able to view their historical and current water use in yearly, monthly, daily, and hourly time intervals. Contextual comparisons are provided in the form of an account-specific water budget and an anonymous comparison to similar accounts (i.e., social norming).

Customers can receive leak and threshold alerts, emergency notifications, rate and rebate announcements, and more via email, text message, and push notification via mobile app.

Customers may also contact Village customer service staff by phone or via email directly from their mobile app, and via email using the web portal.

UTILITY DASHBOARD

Dropcountr includes a robust analytics and customer communication dashboard for utility staff. Known as Dropcountr CLEAR, this intuitive dashboard presents customer and water use data in paneled index and map views.

Village staff can send communications to one or many customers via email, text message, and push notification. Staff can also target their communications to a customer subgroup which meets staff-defined criteria, including high water use, water budget compliance, account type, leak flags, and even language preference.

Staff can also mirror a customer's portal to respond to service calls more effectively, and to review and record notes in a structured form, and export full or tailored data reports in .CSV format for use in Microsoft Excel.

MARKETING OUTREACH

Dropcountr will conduct email campaigns to Village customers to introduce and legitimize the program and then drive user adoption.

Dropcountr will also share image assets and established program marketing copy with Village staff to support website and workshop promotions.

As an optional service, Dropcountr can produce print and mail welcome letters to Village customers. These informative color welcome letters can be sent to all accounts, or just to those accounts for which no email address is available.

IRRIGATION INSIGHT

Outdoor water use is a blind spot for most customers. Excessive outdoor water use can result in high bill complaints and challenge regulatory compliance.

Dropcountr offers an optional module called Irrigation INSIGHT, which utilizes a machine learning algorithm that identifies and presents outdoor water use to both customers and Village staff. This optional module is available for demo and presented in our cost proposal.

PROVEN CONSERVATION PERFORMANCE

Dropcountr leads the customer portal category in proven conservation performance.

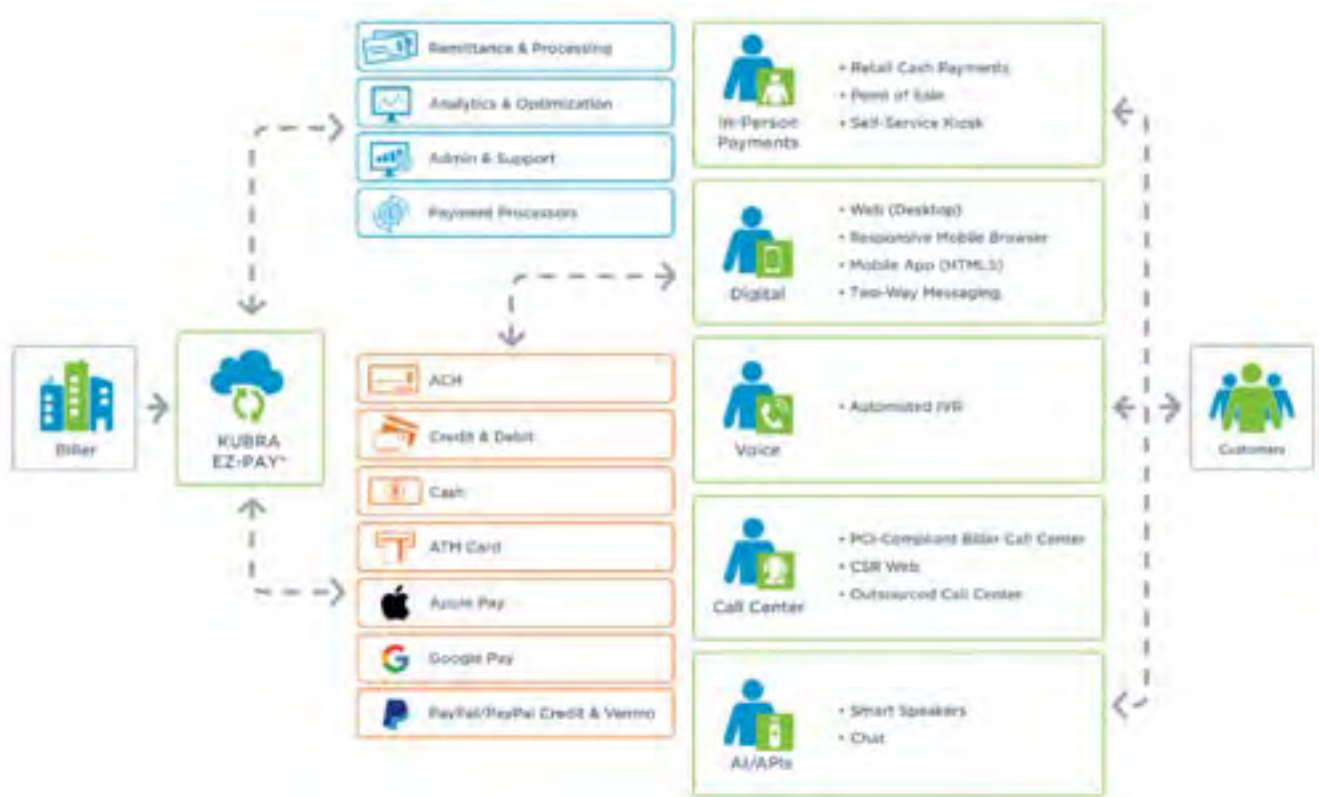
Third-party analyses conducted by economists and researchers at the University of California at Riverside have reliably measured our conservation performance in excess of 9%. Our competition either has no documented performance figures or calculates them internally.

Village has identified water conservation as a primary project objective, and Dropcountr is best suited to enable this outcome.

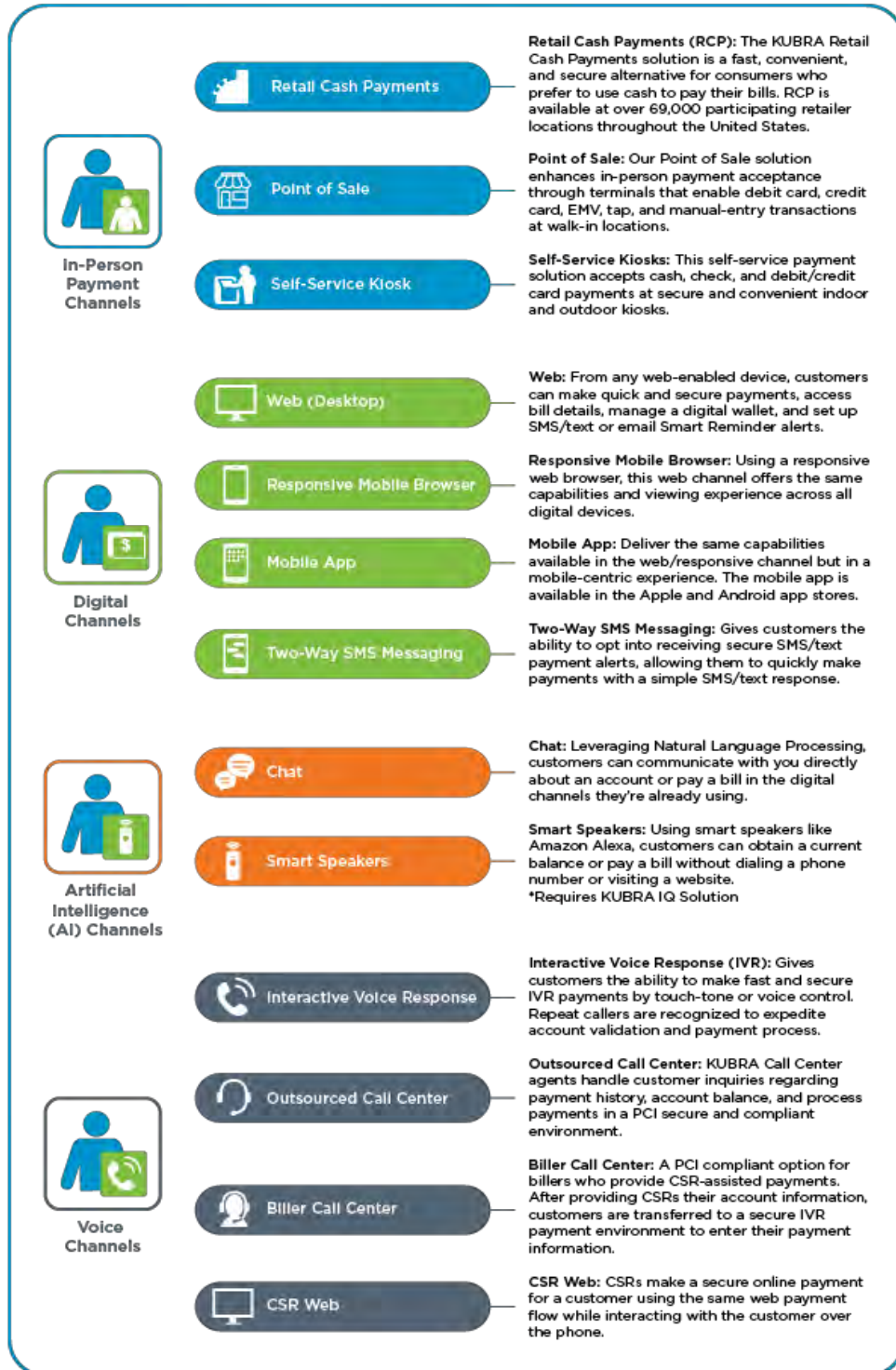
KUBRA EZ-PAY

KUBRA EZ-PAY is our market-leading payment platform that empowers customers to make payments via digital, voice, call center and in-person channels. Customers can pay with ACH, credit and debit cards, and cash as well as virtual wallets. KUBRA EZ-PAY has direct connections to ACH originators and backend credit card processors, eliminating layers of partners and costs.

Powerful, real-time account and payment authorization tools give insight into customer transactions and options for providing cancellations or refunds and setting rules to help prevent payment fraud. By sourcing all channels and payments on a single platform, the Village has a unified and holistic view of all payments – defined by channel, source, and method of payment.



KUBRA EZ-PAY Payment Channels



How Does It Work?

COLLECTION & VALIDATION



KUBRA EZ-PAY gathers customer information on any customer engagement channel including online (desktop and mobile), phone, call center, walk-in, kiosk, and retail stores and validates the data in real-time.

PAYMENT PROCESSING



ACH payments are batched and processed daily, and credit card, debit card, ATM PIN-less debit card, and cash payments are authorized in real-time and assigned a unique transaction ID that remains with the payment throughout its lifecycle.

SETTLEMENT



All payments are settled directly to the Village's account(s), with remittance information provided to your Accounts Receivable Department in a format specified by you.

REPORTING & ANALYTICS



Payment data is stored within our secure data center and is accessible through the web-based user console.

Solution Features

PCI SECURITY STANDARDS PARTNER (PCI LEVEL 1 COMPLIANT)

As a PCI Security Standards Council participant, KUBRA is dedicated to achieving and improving payment data security worldwide through on-going developments of PCI Security Standards, including Payment Card Industry Data Security Standard (PCI DSS), PIN Transaction Security (PTS), and Payment Application Data Security Standards (PA-DSS).

SECURE STATELESS TOKENIZATION

All payment channels employ advanced data security technology, Secure Stateless Tokenization. More secure than standard tokenization, stateless tokenization generates random tokens with no database, data synchronization, or collisions for increased citizen protection, reduced security risk, and greater performance. Our SST provides 100% data consistency and scales linearly to generate millions of tokens to represent card data.

PROVEN PERFORMANCE

KUBRA processes over 18 million payments per month with 99.9% uptime metrics.

MULTI-LINGUAL SUPPORT

English, Spanish, French, and Chinese are supported across all on-demand payment channels.

NEXT DAY AVAILABILITY OF FUNDS

KUBRA EZ-PAY supports extended timelines (up to 10:00 p.m. EST) for emergency payments with funds posting the next day.

REAL-TIME COMPONENTS

- **Payment Authorization** - Payment accounts and types are authorized in real-time across all payment types - credit cards, ACH, signature debit cards, ATM PIN-less debit cards, and cash – with approval or decline messages to the client in seconds.
- **Payment Posting** - With our flexible API toolkit, you get complete integration with your backend systems.

Our payment engine has direct connections to ACH originators and backend credit card processors, eliminating layers of partners and costs. We also have preferred rates due to our scale and relationship with JPMC's Chase Paymentech, allowing us to provide savings to our payment clients.

Powerful, real-time account and payment authorization tools give insight into customer transactions and options for providing cancellations or refunds and setting rules to help prevent payment fraud. By sourcing all channels and payments on a single platform, our clients have a unified and holistic view of all payments – defined by channel, source, and method of payment.

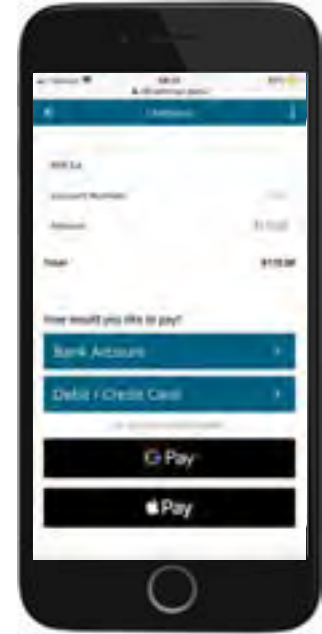
Feature Highlights

Mobile Wallet Payments (Apple Pay & Google Pay)

A Mobile Wallet is a native iOS/Android mobile app that stores credit/debit cards, boarding passes, event/movie tickets, etc. A mobile wallet payment is where a customer makes a digital payment using credit, debit, or ACH stored in their mobile wallet.

KUBRA has partnered with Apple and Google to bring a new and innovative alternative payment option to KUBRA digital payment channels. Mobile Wallet Payments is the fastest growing virtual wallet payments segment. Benefits include:

- Near-zero fraud and chargebacks
- Less recurring failures
- High authorization rates
- No incremental cost



Digital Wallet Payments (PayPal, Venmo, and PayPal PayLater)

A digital wallet payment is the option to pay bills using payment methods (credit & debit cards and ACH) a customer has associated with other digital services. KUBRA has formed a strategic partnership with PayPal to further simplify the bill payment process with KUBRA EZ-PAY.

- **PayPal** is a digital wallet that allows customers to pay their bills in an easy and secure way.
- **Venmo** makes it easier for customers to pay their bills, send/receive money, and split bills with family, friends, or roommates.
- **Pay Later** is an open end (revolving) credit card account that provides a reusable credit line. It offers consumers the flexibility to pay their bills right away and pay back the credit over time.



Qualifications and Experience of Firm

Provide a narrative describing the role of and introducing each key individual or department in your firm's organization that will be actively involved in the performance of the services requested herein. Provide an organization chart showing functional relationships between the Contractor, sub-contractors (if any), and the Village. Show the lines of communication, authority, and assigned responsibility.

The firm shall have a minimum of five (5) years of experience with projects of similar size and scope. The Contractor shall describe experience on all projects and contracts of similar size and scope, including scope, tasks performed, and related information. In documenting the experience, the firm should specifically describe significant implementation challenges and the implemented solutions.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of project and outstanding performance on previous projects. Little or no experience with the type of project will receive fewer points.

Key personnel assigned to this project are presented below. Ours is an experienced team of professionals with balanced and complementary skills and a track record of client and customer success:

- **Alison Nill, Client Success Lead** – Alison will be the primary point of contact for the Village. Alison will help facilitate the project launch, conduct training sessions, and support Village staff for the duration of the project.
- **Zeno Douglas, Project Management Lead** – Zeno and his Service Delivery team will project manage the launch and deployment of the Dropcountr platform.
- **Peter Williams, Technology Lead** – Peter and his development team will manage all technical aspects of the Dropcountr platform, including data transfer, API integrations and maintenance, and future version releases.
- **Robb Barnitt, Management Point of Contact** – Robb is the former CEO at Dropcountr, and now the Subject Matter Expert for water analytics and customer experience at KUBRA.

KUBRA and Dropcountr will not be utilizing subcontractors – all technology, service delivery, client success, and even printing capabilities exist in-house.

Your dedicated CSM will be available to meet and discuss performance regularly and will conduct monthly status meetings and on-site visits each quarter to review metrics related to the KUBRA relationship.

They will have ultimate accountability for strategic client management, managing expectations, nurturing and extending the relationship, acting as a point of resolution supporting product implementation teams, managing contractual and financial elements of the relationship, and providing guidance on existing and complementary product roadmaps. Key responsibilities include:

Implementations

- Stays involved with each product-specific implementation to ensure that it stays on course from the original Statement of Work and in line with timelines referenced in the Project Plan
- Ensures that all product implementations support core sales and business objectives of the Village
- Works with IT, Finance, and Operations to ensure that all implementations are executed flawlessly
- Works with the account support team in achieving a shared project vision with the Village

Support Management

- Serves as the primary contact for issue management and functions as an internal advocate to resolve and manage all issues that warrant initial contact
- Identifies, manages, and resolves via collaboration with the Information Technology (IT) department and Support team
- Supports escalation by acting as an advocate for the Village to ensure expedient and appropriate resolutions

Relationship Management

- Maintains ultimate accountability for strategic client relationship management - manages client expectations, nurtures and extends client relations
- Reviews product and solution core delivery metrics to ensure business requirements and benefit expectations are met and continue to be met

Contract Management

- Manages all contract requirements for existing business including managing addenda, amendments, updated pricing, new contracts, and contract extensions
- Drafts and executes all SOWs and communication with IT

Account Review Management

- Participates in regularly scheduled client review sessions with primary executives, senior-level manager contacts, and KUBRA support teams

Product Visioning and Matching

- Introduces new releases and updates of products and services currently in production
- Clearly articulates KUBRA solutions, business value propositions, and associated product roadmaps
- Reviews existing processes and identifies areas of improvement
- Reviews KUBRA solutions that can positively impact business processes and provide enterprise cost savings

The KUBRA Client Success Manager's ultimate goal is to maximize the potential of the partnership formed between KUBRA and the Village and tenaciously pursuing excellence in product usage and education as well as the execution of all KUBRA products and services.

All issues are reported to KUBRA's Customer Support team via telephone or email. Live support services include assistance related to routine questions regarding use of the application, assistance in identifying and verifying the causes of suspected errors or malfunctions, advice on detours for identified errors or malfunctions where reasonably available, and correction of reproducible errors of the system that cause the applicable system to deviate materially from the applicable documentation.

All issues submitted to KUBRA receive online ticket/confirmation number and are processed through our standard workflow process. Access to dispute resolution and problem escalation metrics is available to the Village through a series of reports in DocWeb, our online client portal. Issue resolution processes will be developed in consultation with the Client during implementation to accommodate your specific requirements.

Should the Village need to escalate any issue, your dedicated CSM will be available at your discretion. The list below displays the sequence to follow for escalation.

Level One - Support Team

Level Two - Product Manager

Level Three - Client Success Manager

Level Four - VP of Service Delivery

Level Five - Chief Operating Officer

References of Firm

Please provide a list of all similar projects completed since January 1, 2017. The Contractor shall furnish at a minimum five (5) project references with contact names, titles, telephone numbers, e-mail, and mailing addresses. The Contractor shall also include the name of the project manager/lead that was responsible for each of the referenced clients.

Additional points will be given up to the maximum allotted for this item for substantial experience on the same type of projects/contracts and outstanding performance on previous projects. Little or no experience of this type of project will receive fewer points.

List below other organizations (users of similar size and structure to the Village of Willowbrook preferred) for which these or other similar services have been provided since January 1, 2017.

Municipality/Agency:	Lake Arrowhead Community Services District
Address:	27307 State Highway 189
City, State, Zip Code:	Lake Arrowhead, CA 92352
Contact Person/Telephone Number:	Catherine Cerri / (909) 336-7102
Dates of Service/Award Amount:	February 2015 – Present

Municipality/Agency:	City of Bozeman
Address:	20 East Olive Street
City, State, Zip Code:	Bozeman, MT 59771
Contact Person/Telephone Number:	Jessica Ahlstrom / (406) 582-2265
Dates of Service/Award Amount:	April 2018 – Present

Municipality/Agency:	City of Pompano Beach
Address:	100 West Atlantic Blvd.
City, State, Zip Code:	Pompano Beach, FL 33060
Contact Person/Telephone Number:	Whitney Walsh / (954) 786-4637
Dates of Service/Award Amount:	August 2017 – Present

Municipality/Agency:	City of Hewitt
Address:	103 N. Hewitt Drive
City, State, Zip Code:	Hewitt TX 76643
Contact Person/Telephone Number:	Karen Sexton / (254) 666-3151
Dates of Service/Award Amount:	December 2018 – Present

Municipality/Agency:	Paradise Irrigation District
Address:	6332 Clark Road
City, State, Zip Code:	Paradise, CA 95969
Contact Person/Telephone Number:	Mickey Rich / (530) 876-2040
Dates of Service/Award Amount:	March 2021 – Present

Scope of Work

The Village of Willowbrook requires, at a minimum, the following services from the Vendor in a hosted web-based customer portal available to all residential, commercial, and industrial accounts:

- **Vendor is responsible for any integration necessary between the Vendor, Aclara product, and/or BS&A module**

KUBRA has previously integrated with SAP, Oracle, Aclara and other off-the-shelf and internally built Customer Information Systems.

- **Main contact/project manager to provide support to Village during initial set-up and ongoing maintenance**

KUBRA/ Dropcountr will provide a dedicated team that will remain with you for the duration of the contract. This includes a Project Manager, Technical lead and CSM.

- **Secure registration and login for each utility account**

New users can create a Dropcountr account either by downloading the mobile application from the Apple App Store or Google Play, or by using their laptop or desktop to open a web browser. New users use their email address and select a password prior to create their account, then use their zip code to select their utility before authenticating their account. A user profile is created at enrollment, which includes the input and review of key demographic attributes (e.g. household occupancy) and property attributes (e.g. parcel size, irrigation yes/no, irrigated % of total).

- **Automatic password reminder or reset notification system that is administered solely by the Vendor**

Users can reset their password using their registered email account. Village staff can initiate the password reset process at a user's request.

- **Dynamic customer profile available 24 hours per day/7 days per week with personalized data and preferences**

Upon signup, Village customers will be able to personalize their profile with key attributes including household size, irrigated area, and the use of pools and appliances. In addition, the Village customers can control their communication preferences, and opt to receive leak alerts and other notifications via email, SMS (text message), push notification (via mobile app) or any combination of the three.

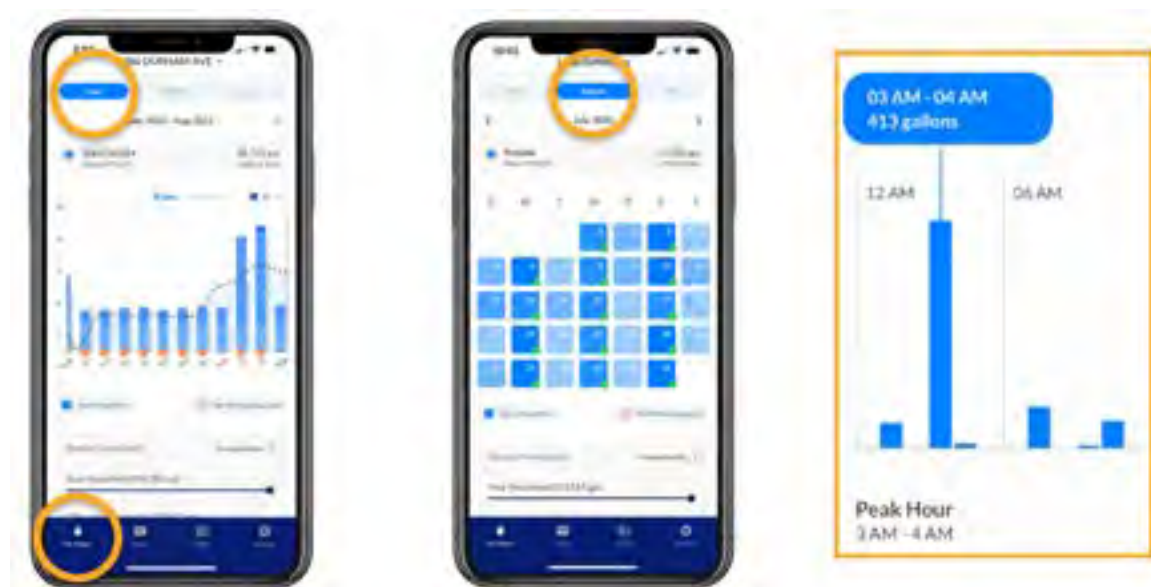
- **Customer consumption data by month, day, and hour for current and previous read data (preferably from August 2022 moving forward) displayed graphically for each customer**

Hourly, daily, monthly, and annual water usage data will be available to Village customers. These data are highly accessible via our native mobile application and web portal, and aid in resolving perceived high bill or usage issues via education.

For example, our monthly view presents water usage in an intuitive calendar format, which will allow Village customers to view their water use habits, especially related to high consumption activities like irrigation. In addition, our hourly water usage presentation will aid Village customers in identifying high usage events (e.g., pre-dawn irrigation) or leaks.

- **Ability for customers to view:**
 - **At minimum, 12 months of hourly usage**
 - **At minimum, 12 months of daily usage**
 - **At minimum, 12 months of monthly usage**

Dropcountr HOME and BUSINESS users can view and better understand their water use by the YEAR, MONTH, DAY, and HOUR. Select between multiple meters or review a second service address. Understand how water use relates to a bill with rate tier and pricing details.



- **Ability for customers to set individual leak parameters and receive notifications via email, phone, or text/SMS**

KUBRA Dropcountr currently sends leak and financial threshold alerts via three communication channels - push notifications SMS, and email. KUBRA Dropcountr also compares customer consumption to unique account-specific water budgets and presents irrigation days using our optimal irrigation INSIGHT module. Notification preferences are configurable in an intuitive pill button interface representing the three communication channels. Billing period financial thresholds are configurable in this same interface.

- **Mapping feature allowing Village to select targeted geographic areas and notify customers within area about service interruptions**

Dropcountr CLEAR includes a rich mapping interface which includes a “polygon” function for delineating geographic boundaries which select and capture customer accounts for outreach and notifications.

- **Village administrative log-in allowing customer service representatives to view customer pages for support**

Yes, Village CSR's can view the same dashboard as their customers.

- **Analytics showing participation rate and data, including unique user log-ins**

To measure and continuously improve engagement, Dropcountr tracks and records engagement metrics including message delivery, opens, and clicks. We utilize Sendgrid and Twilio to manage these communication events and campaigns. Dropcountr also records platform logins and presents an account “last logged in” via CLEAR for Village staff.

- **Ability for the Village to add water efficiency tips or tools for customers and/or Vendor suggested tips/tools**

The population of conservation tips available for customer presentment is managed from the Tips console in Dropcountr CLEAR. Using that interface, Village staff can review and adjust the conservation impact of these customer behaviors and activities. These conservation tips are ultimately curated and prioritized in their presentment to each customer via Dropcountr.

- **Ability for customers to communicate electronically from customer's account with utility regarding account questions and service issues**

CSRs can quickly search for a customer account and mirror their Dropcountr user interface to answer customer questions and resolve bill inquiries.

- **Customers with multiple accounts must be able to access multiple utility accounts under a single application account**

This is a standard feature.

- **Application must be launched within 120 days of contract execution**

KUBRA/Dropcountr can meet this requirement.

- **Vendor must provide customer support for site/log-in issues**

Dropcountr supports customer messaging via the support channel, while also facilitating voice calls and emails to a defined utility customer support contact.

- **Online payment processor and portal integration to provide customers ability to make water utility payments via an online website, app, etc.**

Dropcountr supports industry standard SSO capabilities either as an identity provider or as a relying party. Bill pay is supported as a link to a payment system. This link can be personalized so that the user is taken directly to a payment screen specific to their account.

Dropcountr has deep expertise in utility backend platform integrations via API.

Dropcountr has a track record of success in establishing many API integrations with meter and payments vendors, often helping these partners improve their API documentation in the process.

- **The online payment processor can be provided by a subcontractor**

A relationship with KUBRA represents a future opportunity to leverage one partner for all customer engagement, billing and payments needs. Utility trends are witnessing vendor partner consolidation. We are seeing that utilities are looking for a partner with deep understanding of the utility market. A partner that can support holistic customer engagement offerings inclusive of usage analytics, MyAccount self-serve, customer communications, physical and electronic billing, and payment channels under an end-to-end fully integrated platform.

KUBRA delivers the only complete and integrated suite of customer engagement, usage analytics, meter-to-cash, outage communication management, preference management, and mobile development offerings – all on a single platform.

if necessary. Additional Preferred Qualifications:

- **Customer consumption data compared to similar customers by month (describe identifying factor)**

KUBRA Dropcountr employs a proprietary social norming algorithm that compares a customer's account to similar and similar efficient accounts within a user-defined geographic radius.

- **Estimated cost of water consumed based on utility prices and consumption, which the Village will have access to update on an annual basis**

Dropcountr will present to Village customers their estimated cost of water during a given billing period using Village service fees and volumetric rate tiers. The estimated cost of water is updated with each consumption data transfer, which is typically on a 24-hour interval.

- **Ability for Village to send notifications (i.e. late notices, service interruptions) to customers via email, phone, or text/SMS**

The Village will be able to send all-inclusive or targeted notifications to customers via email, SMS, and push notification via mobile app. Automated voice calling is available on other KUBRA products and will be integrated and available on Dropcountr in 2024.

- **Customer notifications for percent of budget used**

Dropcountr automatically notifies customers when they reach a customizable and predefined financial threshold. If a customer exceeds this threshold during a billing period, they receive an alert via push notification, text/SMS, and/or email.

- **Ability to bill customers from a BS&A billing file via mail or email**

KUBRA Secure Email Delivery offers an alternative push e-bill delivery channel. With this integrated, encrypted email bill delivery solution, users can securely receive, review, and store their bills without needing to click through to a website. Secure Email Delivery also supports secure payments from within the PDF email attachment.

The KUBRA iMail solution allows billers to actively monitor the delivery of data files with integrated compliance tracking, encryption tools, and alerts. KUBRA iMail supports data transfers over a Secure File Transfer Protocol (SFTP) using an internet connection or direct point-to-point dial-up link to ensure data integrity and privacy. All files transferred by SFTP are individually encrypted using Pretty Good Privacy (PGP). KUBRA has been offering Document Production (Print and Mail) services for over 30 years.

- **Historical weather (temperature and precipitation) information lined up with consumption**

This feature is on our 2024 product roadmap.

- **Mobile-based application**

Dropcountr can best match Village customer expectations with our native mobile application, available for download from the Apple App Store (iOS users) and Google Play (Android users).

Submittals

The Vendor must provide the following in their proposal:

- **History, application and client growth history, and future product development**

KUBRA Dropcountr is engineered using proven, widely deployed, best-in-class technologies applied with industry best practices. We continuously improve practices and adopt new technologies to provide the best possible service to our clients now and in the future.

- **Written description and visual representation (i.e. screenshots) of all required qualifications and any preferred qualifications the Vendor offers**

Please see **Appendix A** for the Dropcountr Solution Overview.

- **Describe leak identification process on the application, including: parameters, how customers set parameters, how long before identifiable, leak alert review, customer notification process, and logging notifications/alerts**

Dropcountr offers a tailored customer portal experience for both residential and commercial users. Known as Dropcountr HOME and BUSINESS, these customer portal experiences are available as native mobile iOS and Android applications (available in the Apple App Store and on Google Play) and are also accessible by computer using any modern web browser.

Village customers will be able to view their historical and current water use in yearly, monthly, daily, and hourly time intervals. Contextual comparisons are provided in the form of an account- specific water budget and an anonymous comparison to similar accounts (i.e., social norming).

Customers can receive leak and threshold alerts, emergency notifications, rate and rebate announcements, and more via email, text message, and push notification via mobile app.

Customers may also contact Village customer service staff by phone or via email directly from their mobile app, and via email using the web portal.

- **Provide a description of customer support, including how customers can retrieve or reset their password for the application**

Users can reset their password using their registered email account. Village staff can initiate the password reset process at a user's request.

- **Provide at least three (3) clients with a similar number of customers and the participation rate (water utilities preferred)**

Please refer to the reference sheet provided.

- **Provide at least three (3) clients where Vendor integrated hourly consumption data from the BS&A Water Billing module (water utilities preferred, can be same as above if applicable)**

Dropcountr can ingest hourly consumption data from BS&A if the Village desires. However, for all existing clients Dropcountr ingests hourly water consumption data from the AMI or MDMS vendor. We have standing integrations to accomplish this with all major AMI providers.

- **Provide estimated time between contract and launch within required 120 days**

Confirmed. KUBRA/Dropcountr can meet this requirement.

- **Describe how consumption data is stored, for what duration, and how that information would be archived and delivered to client either prior to deletion or upon termination of the contract**

KUBRA segregates client data on a logical basis. All confidential information is kept in dedicated databases for each client, and cross-database traffic is not allowed. All databases have dedicated user logins and front-end websites and are backed up individually. All our backups are secured with AES 128bit encryption prior to being transferred to tape. Client data is backed up incrementally daily, and fully weekly. All weekly data is kept at a secure offsite storage facility.

KUBRA will return all customer account data to the Village at the end of the contract in a mutually agreeable format. The Village's database will be provided in an encrypted form. KUBRA's default transfer method for data is SFTP with SSHv2 encryption. Upon transfer, the Village's database will be deleted (unrecoverable) and a destruction certificate will be released by the KUBRA Security team. The source code for the application is considered proprietary.

- **Describe how your system can be integrated into other online payment/paperless billing and utility billing systems, including live data link capability.**

Dropcountr has deep expertise in utility backend platform integrations via API. We have a track record of success in establishing many API integrations with meter and payments vendors, often helping these partners improve their API documentation in the process. Dropcountr supports industry standard SSO capabilities either as an identity provider or as a relying party. Bill pay is supported as a link to a payment system. This link can be personalized so that the user is taken directly to a payment screen specific to their account.

- **List of training and support provided by Vendor**

The key components of our proposed program implementation with ongoing support and maintenance are presented below.

DATA INTEGRATION AND TRANSFER

Dropcountr will engage the Village staff to review data specifications and select sources and transfer methods. While we often utilize flat-file transfer methods via secure FTP, we prefer robust API integrations which allow for secure, seamless, and reliable data transfer.

Historical customer and water use data will be transferred via secure FTP or API. Dropcountr will ingest up to five years of monthly water use data to build a historical reference for Village customers.

Hourly water use data generated to date will be transferred using flat files or API with the Aclara platform. Going forward, customer and water use data will be transferred to Dropcountr via API with the Aclara system.

Dropcountr is experienced in the development and deployment of Single Sign-on (SSO) customer experiences from payment platforms to Dropcountr. We are ready when you are and would expect stronger user adoption through the deployment of this option.

TRAINING AND PRE-LAUNCH TESTING

Dropcountr will create Authorized User accounts for the Village staff to access and to use the utility dashboard. The Village is entitled to an unlimited number of Authorized User accounts, and each account can have different administrative privileges due to differences in Authorized User roles and authority.

Using the Village's customer data, Dropcountr staff will conduct remote training for the Village staff using Zoom or a similar online webinar application. Training conducted using relevant Customer Data increases the efficacy of training and allows for QA/QC of data prior to public launch. On-site training is available as an optional service.

Detailed training materials will be provided to the Village and made accessible online at any time. These materials include product guides, GIF tutorials, answers to frequently asked questions, and project manager contact information.

EMAIL MARKETING OUTREACH

Using customer emails and other contact information provided by the Village, Dropcountr will conduct three customer email campaigns.

These campaigns consist of unique, account-specific emails which introduce the program and legitimize the relationship between the Village and Dropcountr. Each email will include:

- Presentment of monthly water use over the past year
- Social norms-based comparison to the target account
- Call to action to sign up for the Dropcountr program

- Account number to streamline sign-up
- A direct link to the Dropcountr sign-up page.

STATUS MEETINGS

To support communication and sharing of results and staff feedback, Dropcountr anticipates conducting bi-monthly status meetings. These meetings may be held by phone or webinar. Dropcountr also expects to coordinate annual project review meetings in person with Village staff.

SUPPLEMENTAL REMOTE OR IN-PERSON TESTING

The Dropcountr Client Success Manager can provide supplemental training to Village staff as reasonably requested, or when material updates to Dropcountr products and services are developed and deployed.

KUBRA and Dropcountr will not be utilizing subcontractors – all technology, service delivery, client success, and even printing capabilities exist in-house.

- **Provide a description and timeline for how the interface to BS&A would be built and tested, and include a description of how the interface is secured**

If the Village desires a direct integration between BS&A and Dropcountr for the purpose of exchanging hourly water consumption data, Dropcountr will first engage Village staff to review data specifications and select sources and transfer methods. While we often utilize flat-file transfer methods via secure FTP, we prefer robust API integrations which allow for secure, seamless, and reliable data transfer. Historical customer and water use data will be transferred via secure FTP or API. Dropcountr will ingest up to five years of monthly water use data to build a historical reference for Village customers.



Pricing

Please see following pages for Pricing

Bid Pricing Table

<u>Willowbrook Cost Components</u> Any per meter rates should be calculated using 16,100 meters		<u>Cost</u>	<u>Cost Structure</u> Indicate if flat rate or per meter rate and list rate
Set-up/One-time Costs	\$5,000		Flat rate
Year 1 Costs	\$12,500		Flat rate
Year 2 Costs	\$12,500		Flat rate
Year 3 Costs	\$12,500		Flat rate
Additional Vendor Module/Option ☐ Irrigation INSIGHT	\$2,500 per year		Flat rate

KUBRA EZ-PAY® On Demand Payments Proposal

Village of Willowbrook, IL

Fixed Pricing Consumer-Absorbed Model

The Fixed Pricing Consumer-Absorbed model allows billers to offer their customers the option to make bill payments by credit card, with an added convenience fee upon payment. The convenience fee is added to the customer's bill at the time of their payment and KUBRA assumes responsibility for all costs associated with processing the payment.

Fixed Pricing Consumer-Absorbed Pricing Package	
Supported Channels	• Web • Responsive Mobile Browser • Two-way SMS messaging
CIS Integration	API and Batch
Customer Authentication	Summary Data and/or API
Remittance File	Standard – Next Business Day
Timelines and Funds Availability	8:00 PM EST - Next Business Day

Fixed Pricing Consumer-Absorbed Convenience Fee	
KUBRA EZ-PAY Convenience Fee	\$3.50
Per Card Chargeback / Return Processing Fee	\$3.50
Payment Types	Credit Card / Debit Card / ATM Card / Digital Wallets (Google Pay, Apple Pay, PayPal)
Threshold	\$500.00
Average Ticket Amount	\$160.00

Please Note:

- Commercial accounts will not exceed 10% of the total processed volume.
- Convenience fee charges assume current association fee structure and any increases will be passed through on the effective date as instituted by association.
- The convenience fee is applied up to \$500.00 threshold (assumes an average ticket price between of \$150.00 and \$180.00). If the average ticket price exceeds the range, the provider reserves the right to adjust the convenience fee on a go-forward basis. Average ticket price is defined as the average amount processed via the convenience fee and reviewed on a semi-annual basis.
- KUBRA requires the biller to apply for the Discover and MasterCard Utility program as part of the setup process. KUBRA to apply on your behalf.
- All credit card chargebacks are billed back to the biller based on the convenience fee per chargeback. For example, if you have five returns in March, you will receive an invoice from KUBRA equal to five times the current convenience fee applied to the end customer. KUBRA will also charge a chargeback processing support fee as noted in the pricing section.

INCLUDED SERVICES

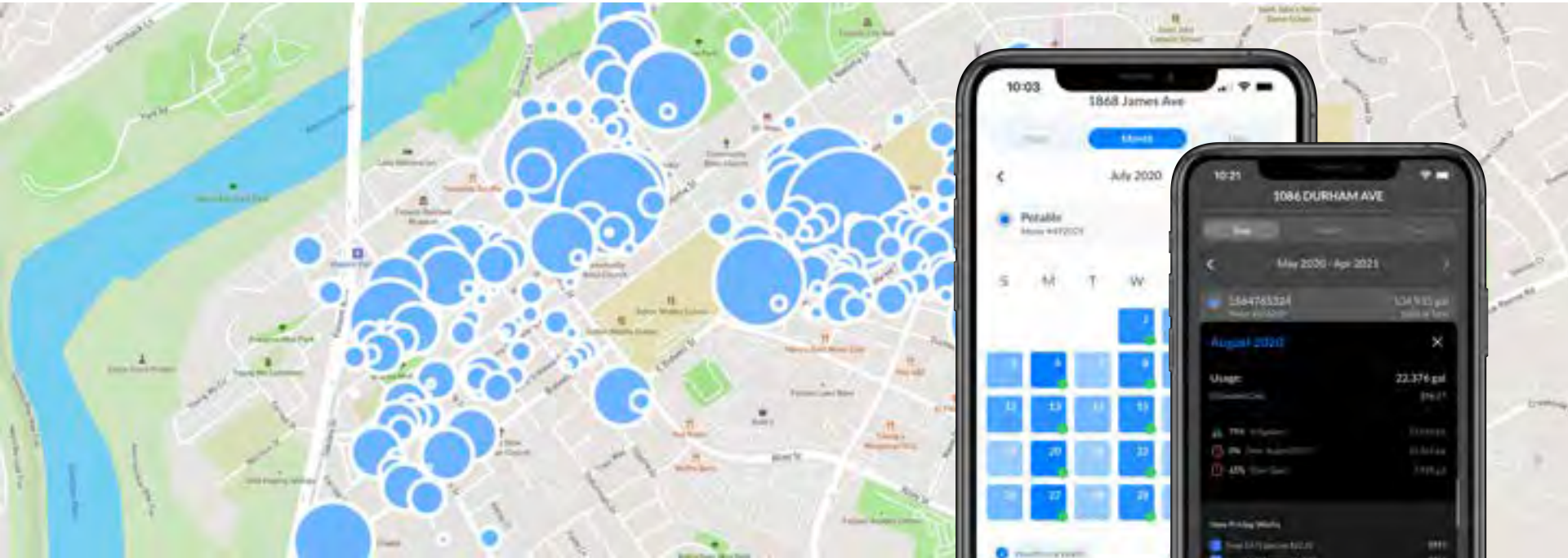
- Allows a customer to make a one-time payment via credit card, debit card, ATM, and PIN-less debit via a biller-branded web page in a self-serving capacity.
- Daily gathering of payment order transactions from the application, creation of payment order files in a specified format, and consolidation of all remittance data into one pre-defined format for A/R posting.
- Real-time payment validation for credit cards and debit cards payment accounts.

Appendix A - Solution Overview

dropcountr

A KUBRA® Company

Customer Portal & Utility Dashboard



www.kubra.com

www.dropcountr.com

Why Dropcountr?



Unlock the Full Value of Your AMI Investment

Hourly water data is the key to unlocking a stronger relationship with your customers.

With hourly water data, customers receive leak alerts and more closely monitor and understand how they use water.

This means more satisfied customers, and fewer high bill complaints for your customer service team.



A Customer Portal That Your Customers Will Actually Use

Mobile device use has surpassed computers, and your customers use native mobile apps from the Apple App Store and Google Play more than 90% of the time.

Dropcountr offers a true native mobile application (iOS and Android), but is also available via web browser.



Industry-Leading User Adoption and Conservation

With our consumer-centric mobile and web applications, and monthly marketing outreach campaigns, Dropcountr is the industry leader in both user adoption (over 30%) and conservation (9% on average).



No Customer Left Behind

Dropcountr is the only customer engagement platform that is ADA compliant, and is available in both English and Spanish.

Dropcountr Base Platform

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr is a cloud-based customer engagement and analytics software platform for water utilities and their customers.

HOME and BUSINESS are free mobile and web apps for your customers. CLEAR is an analytics and communication dashboard for utility staff.



- ✓ iOS and Android mobile apps
- ✓ Responsive web browser experience
- ✓ Water use displayed in annual, monthly, daily, hourly intervals
- ✓ Anonymous comparison to similar homes (social norming)
- ✓ Comparison to a budget or mandate
- ✓ Multiple users per service address
- ✓ Multiple service addresses per user
- ✓ Multiple meters per service address
- ✓ Leak, budget, and emergency alerts
- ✓ Mobile push notifications
- ✓ Emails
- ✓ Curated water tips and utility rebates
- ✓ Facilitated electronic bill payment
- ✓ Dedicated Dropcountr support

- ✓ Standard HOME features but with a user interface designed for non-residential accounts
- ✓ Water use is compared to similar business categories

- ✓ Customer and meter data for all service accounts
- ✓ Customizable index and map views
- ✓ Filters to target customer groups for specific communications
- ✓ Draw shape on map to isolate accounts for review and targeted communication
- ✓ Email all service accounts or a targeted group
- ✓ Send mobile push notifications to all enabled or targeted accounts
- ✓ Export data to Microsoft Excel
- ✓ View account water use, messaging, customer service call and resolution history
- ✓ Mirrored view of customer's HOME account for customer support
- ✓ Edit or create conservation tips and current utility rebates

*Optional Irrigation Detection & Demand and other modules are available.

FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS

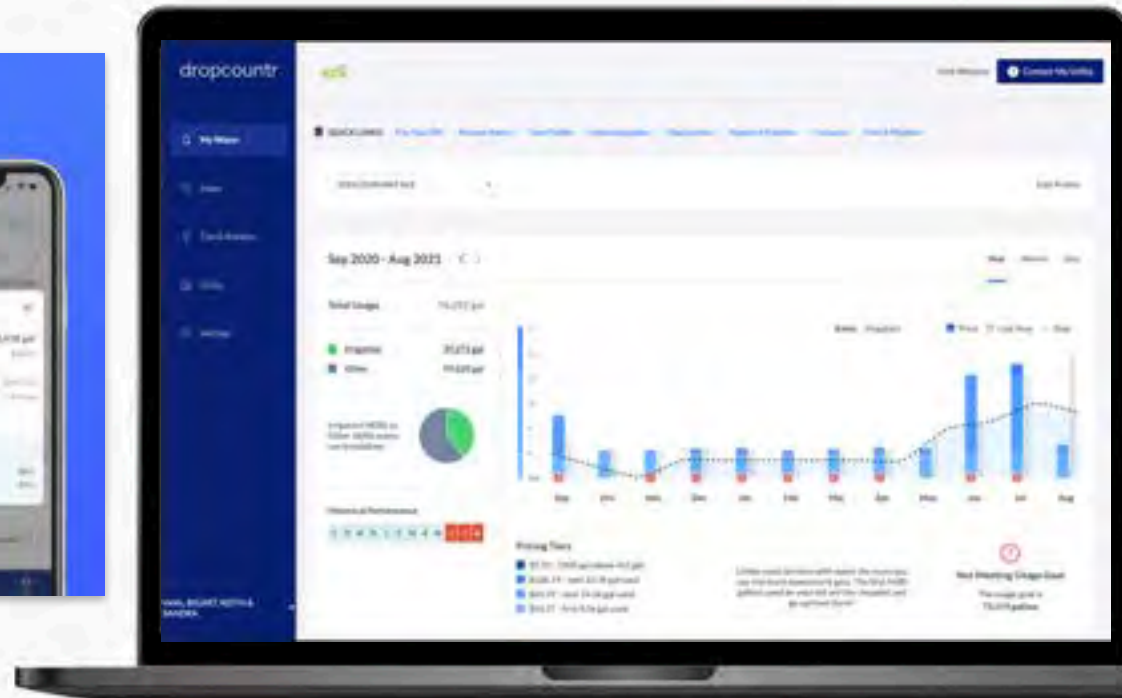
Dropcountr BUSINESS offers the same features as HOME, but with an interface and experience better suited for commercial customers.

Keeping track of your water just got a lot easier.

dropcountr

Download on the App Store

GET IT ON Google Play



Increase Customer Water IQ

HOME & BUSINESS

Dropcountr HOME & BUSINESS are designed to first inform and educate your customers, and then empower them to manage their water use and increase self-service.

Reduce customer service call volume

Customers who have access to their information, and understand their water use are less likely to call utility staff with questions or to dispute a bill.

Stronger customer relationships for uncertain times

Rates will increase and pipes will break. Strengthen the utility-customer relationship ahead of these events, by providing customers with a free and convenient monitoring tool.

Leak alerts

Dropcountr leak detection algorithms trigger alerts to customer mobile devices and email, and are flagged for utility staff in CLEAR.

Monthly Water Use Reports

Automated monthly water use emails supplement HOME & BUSINESS on mobile and web. This monthly summary reminds users to check their account, and presents an opportunity to deliver timely and relevant utility announcements or messages.

Information Inclusivity

All customers are entitled to information that increases their Water IQ. Dropcountr is available in Spanish, and is the only water customer portal that is ADA compliant - on both mobile and web.

- Why is my bill so high?
- How much water do I use?
- How does that compare to last month?
- Do I use more than I should?
- How can I prevent leaks and water damage?
- ¿Tiene información en Español?

Rates and Tiers

Rate tiers can be confusing and lead to customer service calls. Dropcountr presents rate tiers and pricing in a simple and intuitive format.



Rick Esq, 05/04/2021

Great app

This app was a lifesaver. We have a vacation property and not always there. A couple of busted sprinklers made this app indispensable. Probably saved us hundreds more

Targets & Social Norming

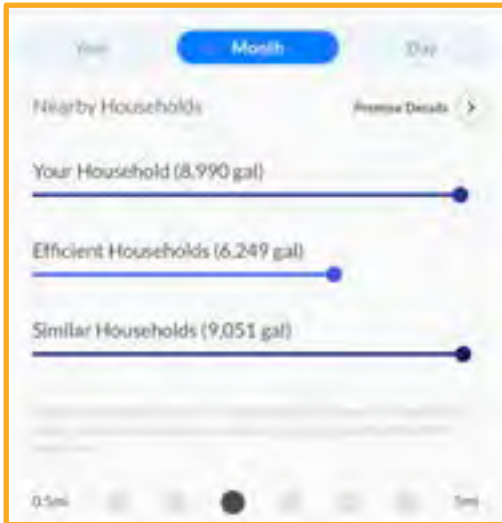
CUSTOMER ENGAGEMENT & SELF-SERVICE

Water Use Targets

We all benefit from setting a budget on certain items. Whether it's to conserve something in short supply or to avoid overspending, a target to track against our progress can help.

For each customer account, Dropcountr develops and presents a water budget, which is then compared to actual use. Our water budgeting algorithm accounts for account type, family or business size, irrigation profile, and local climate factors.

Does your state or region have water supply or demand challenges? During a drought in California, Dropcountr adjusted our budgeting algorithm to target the conservation mandate for each customer account.



Social Norming (comparing water use to similar customer accounts)

In recent years, the field of behavioral science has shown that social norms-based comparisons can change perspectives and alter behaviors.

Dropcountr leverages this social norming concept via an anonymous comparison to similar households located close by.

Our social norming algorithm prioritizes certain criteria for comparison (e.g. household occupancy, lot size, irrigation) to ensure a fair and equitable comparison.

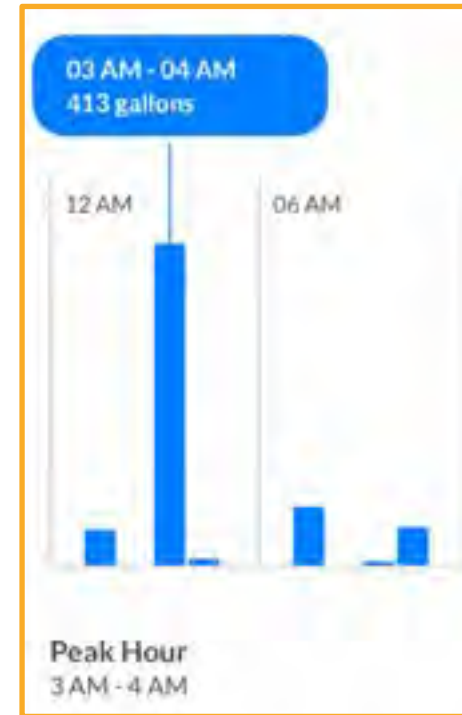
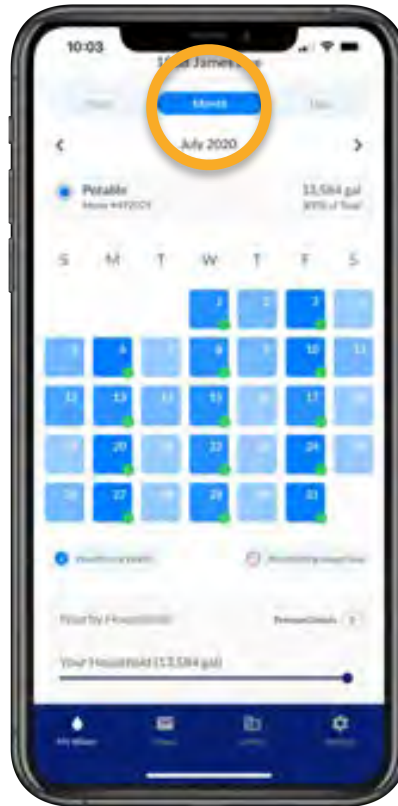
This comparison provides important context to the water use information presented in HOME & BUSINESS, and guides customers to improve their water use efficiency.

My Water Use

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS users can view and better understand their water use by the YEAR, MONTH, DAY, and HOUR.

Select between multiple meters or review a second service address. Understand how water use relates to a bill with rate tier and pricing details.

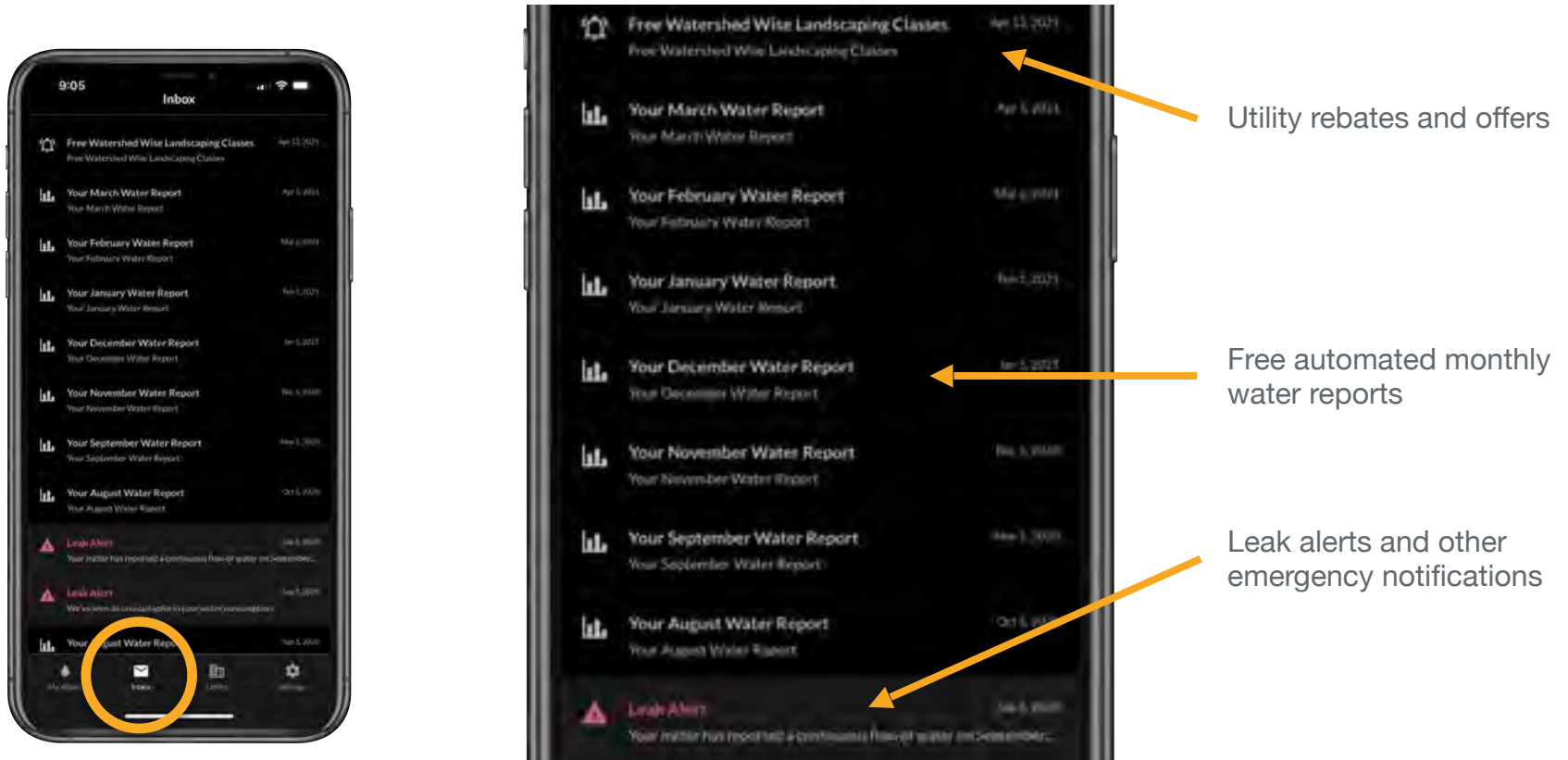


User Inbox

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS users can store and manage all received messages and alerts in their Inbox.

Monthly water reports, rate change announcements, service outage alerts, boil water advisories, leak alerts, budget overages, and more.



Flexible Notifications

CUSTOMER ENGAGEMENT & SELF-SERVICE

Automated Notifications

Leak alerts and budget overages are sent automatically.

A free monthly water use report is also sent via email.

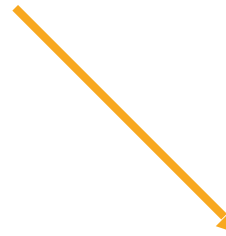
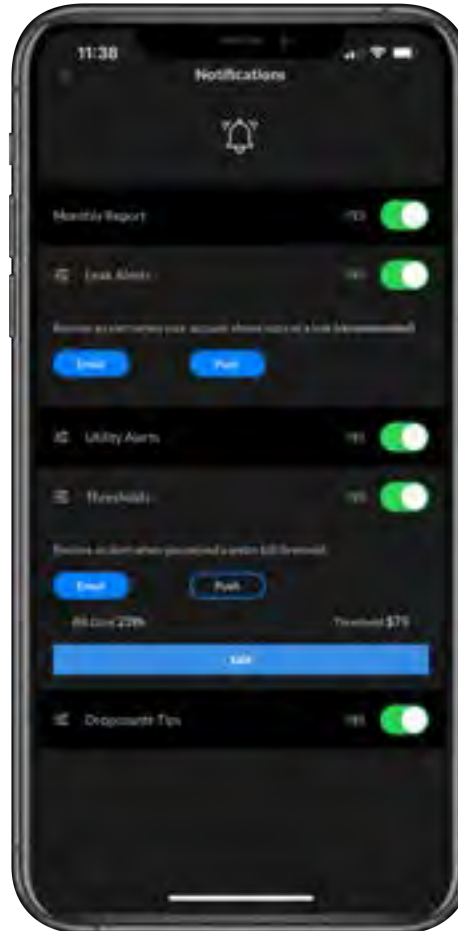
Timely Announcements

Utility staff can also send messages and notifications regarding rate changes, rebate opportunities, boil water advisories, service alerts, and more.

User-defined Message Preferences

Customers select how to receive messages in each category.

Choose one, or a combination of mobile push message app, email, text message.



LEAK ALERT VIA PUSH MESSAGE



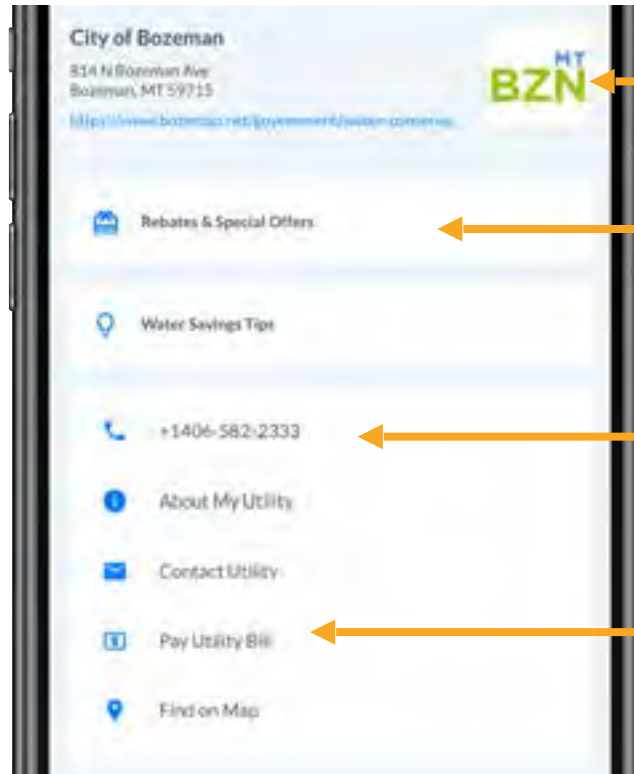
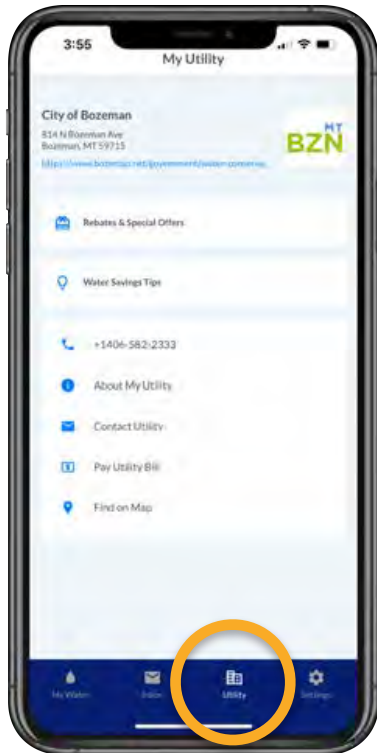
SERVICE OUTAGE NOTIFICATION

Utility Branding

CUSTOMER ENGAGEMENT & SELF-SERVICE

Dropcountr HOME and BUSINESS provide a utility-branded customer experience.

This dedicated screen provides customer access to utility contact information, one-tap connections to customer service via phone or email, while a direct link to bill payment increases electronic billing use and lowers bill delinquency rates.



Utility branding and contact info

Convenient access to curated rebates and tips

One-tap call or email for customer convenience

Increase electronic bill payment with easy access via Dropcountr

Why Native Mobile Apps Matter

CUSTOMER ENGAGEMENT & SELF-SERVICE

Companies across all industries - banks, insurance, airlines, social media - use native mobile apps to connect with and provide information to their customers.

Today's consumer prefers the convenience and portability of a smartphone over desktop and laptop computer, and picks up their device more than 150 times each day.

Dropcountr is the only customer portal to offer a native mobile app for iOS and Android in the Apple App Store and Google Play. And our industry-leading user adoption, engagement, and conservation metrics are the result.

Why native mobile apps?

- Familiar download: If you've downloaded apps from Facebook, Google Maps, or your bank - you can download the Dropcountr app
- Customer preference: over 90% of mobile device time is spent using native apps
- Account security: protected by device passcode and FaceID
- Accessibility: information and key notifications in your pocket

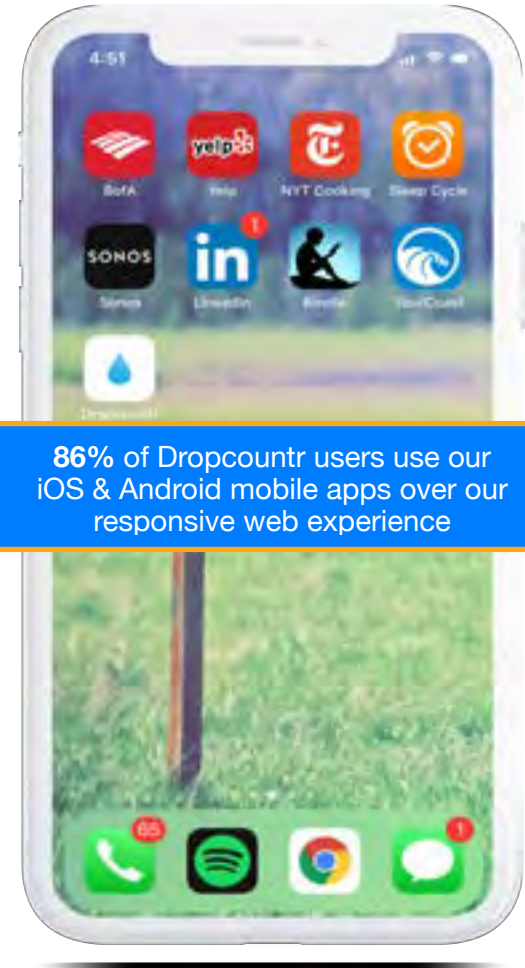
What about customers without a smartphone?

Dropcountr also offers the same information and experience on the web - accessible via any web browser on a customer desktop or laptop computer.

Confused by terminology?

Other customer portals claim to have a mobile app. How can you be sure?

Check your favorite App Store - you'll find Dropcountr there, and so will your customers.



CLEAR - Utility Staff Dashboard

CLEAR ANALYTICS & COMMUNICATION

Dropcountr CLEAR is an analytics and communication dashboard for utility staff to access and visualize customer and water use data.



Utility staff use Dropcountr CLEAR to:

- Understand customer behavior and trends
- Send targeted group and personal messaging
- Automate real time alerts for leaks and system outages
- Equip staff with powerful analytics



Christina Perez

Water Management
Specialist, Folsom, CA

"I've used Dropcountr on a daily basis for the past 3 years and found it to be a critical tool in assisting our residential and commercial customers with early leak detection and conservation goals."



Customer + Service Area Segmentation

Segment your customers and service area based on events such as boil water advisories, system outages, hydrant flushing etc.



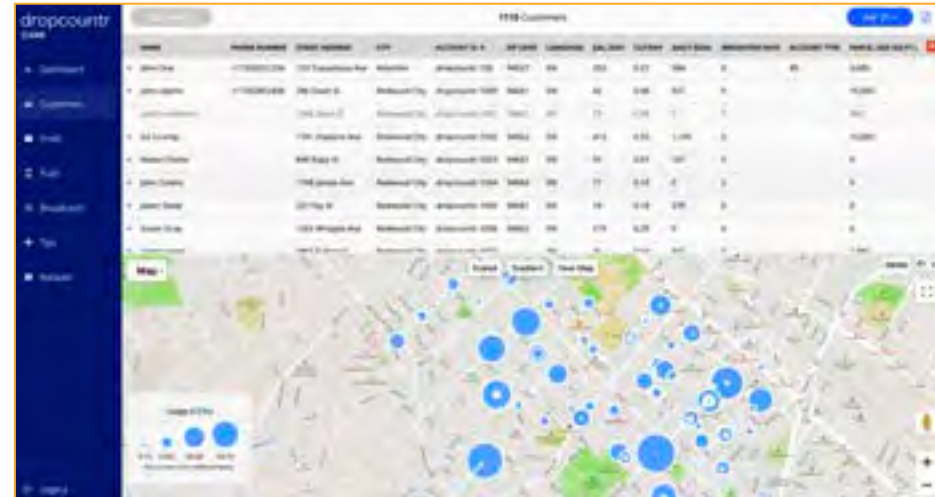
Group Messaging

Send messages to groups of customers via emails, SMS, or in-app push notifications. Monthly electronic usage reports and analytics are sent to all customers. **Email, SMS, and push notifications are part of our base services.**



Personalized Messaging

Customize your message to meet the needs of your customer. Leak alerts can be automated and customized to your needs.



CLEAR - Common Use Cases

CLEAR COMMUNICATION TO YOUR CUSTOMERS

Use CLEAR to communicate quickly and digitally with your customers - capturing their attention with a message on their smartphone and email.

Eliminate expensive mailers and door hangers, reduce truck rolls and staff time. Use CLEAR to message the right customers at the right time.



Hydrant Flushing

Giving customers a heads up, neighborhood-by-neighborhood, week-by-week (as opposed to hoping customers see it on the news) is a good practice in keeping residents informed and reducing customer service call volume.



Pipe Breaks

A broken main can lead to a drop in pressure in a specific neighborhood - leading to customer service calls and complaints. Using the DRAW tool, staff can target affected customers on a map and send a message with details and contact information.



Boil Alerts

It's important to *over-communicate* in the event of a boil alert – it's not enough to hope they see the news on social media or on TV. With CLEAR, staff can send a message directly to the customer's device - letting customers know what to do, what to expect, and a timeline to be mindful of.



Hydrant Flushing

Dedham Westwood Water District, New England

Read the case study at www.bit.ly/dropdwdd

Irrigation INSIGHT

OPTIONAL MODULE

Our proprietary machine learning algorithm disaggregates irrigation water use for comparison to calculated irrigation demand for each customer account.

Features

- Machine learning identifies irrigation events and volume
- Demand function leverages local precipitation and climate data
- Rich irrigation dataset and analytics for utility staff

Benefits

- Eliminate customer blindspots on irrigation schedule and volume
- Improve customer relations and increased satisfaction
- Elevated customer Water IQ reduces service calls
- Focused and effective irrigation messaging to target customers



Track Record

CUSTOMER ENGAGEMENT & SELF-SERVICE

Since our founding in early 2013, Dropcountr has moved to bring modern tenets of technology (native mobile apps, user-centric design, cloud storage and analytics) to water utilities and their customers. Our platform and services have gained traction among large and small utilities across the U.S. and we have been fortunate to **work with progressive utilities before, during, and after their transition to AMI**. We are proud to participate in this industry and proud of our results:

- **Satisfied Utility Customers** – 88% of our end-users say that they would recommend us to others
- **Satisfied Utilities** – Increased customer satisfaction and third-party verified water savings of 9%
- **Industry Trust** – Our focused and flexible approach has resulted in some of the largest utilities in the U.S. trusting us with their customer engagement needs.



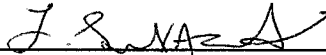


Appendix B – Required Forms

CONFLICT OF INTEREST

____Lida Sadrazodi____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the Contractor, its owners and employees and any official or employee of the Village as identified herein.

Contractor further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal or may void any award and acceptance that the Village has made.



(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this __21st____ day of __September____, 2023.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



Barbara Ann Taylor,
Notary Public, Province of Ontario,
limited to the attestation of instruments
and the taking of affidavits, for
KUBRA Data Transfer Ltd.
Expires August 9, 2025



ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

____ Lida Sadrazodi _____, being first duly sworn, deposes and says that she is
____ Officer _____

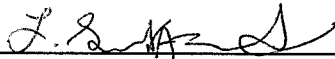
(Partner, Officer, Owner, Etc.)

Of ____ KUBRA America West Inc _____.

(Contractor)

The party making the foregoing proposal or proposal, that such proposal is genuine and not collusive, or sham; that said Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed agreement.

The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting proposal-rigging or proposal-rotating.



(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

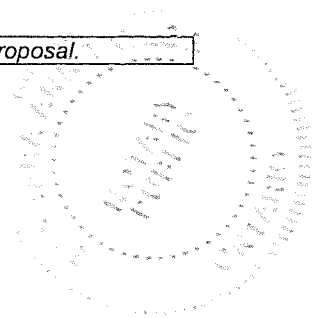
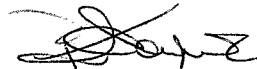
The above statements must be subscribed and sworn to before a notary public.

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Notary Public

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Barbara Ann Taylor,
Notary Public, Province of Ontario,
limited to the attestation of instruments
and the taking of affidavits, for
KUBRA Data Transfer Ltd.
Expires August 9, 2025





SUBMISSION INFORMATION

Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527

INVITATION: #021
BID OPENING DATE: September 28, 2023
TIME: 11:00 A.M. Local Time
LOCATION: Village Hall

COPIES: One (1) original, one (1) copy, and one (1) electronic (USB)

REQUEST FOR PROPOSAL INFORMATION

Company Name: KUBRA America West Inc
Address: 14105 S Normandie, Unit # 2
City, State, Zip Code: Gardena, CA 90249

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % 0 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Lida Sadrazodi Company Name: KUBRA America West Inc

Typed/Printed Name: Lida Sadrazodi Date: September 21st, 2023

Title: CFO Telephone Number: 905-366-1346

E-mail: lida.sadrazodi@kubra.com Fax Number: NA

DISQUALIFICATION OF CERTAIN CONTRACTORS

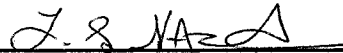
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded an agreement or sub agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- A. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- B. Has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- C. Has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- D. Has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- E. Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- F. Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- G. Has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- H. Has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

By signing this document, the Contractor hereby certifies that they are not barred from proposing on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



(Signature of Contractor if the Contractor is an Individual)

(Signature of Partner if the Contractor is a Partnership)

(Signature of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this 21st day of September, 2023.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

Barbara Ann Taylor,
Notary Public, Province of Ontario,
limited to the attestation of instruments
and the taking of affidavits, for
KUBBA Data Transfer Ltd.
Expires August 9, 2025

TAX COMPLIANCE AFFIDAVIT

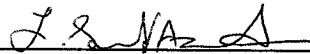
____ Lida Sadrazodi _____, being first duly sworn, deposes and says
that she is _____ Officer _____

(Partner, Officer, Owner, Etc.)

Of __ KUBRA America West Inc. _____

(Contractor)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the Village because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village to recover all amounts paid to the individual or entity under the agreement in civil action.



(Name of Contractor if the Contractor is an Individual)

(Name of Partner if the Contractor is a Partnership)

(Name of Officer if the Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

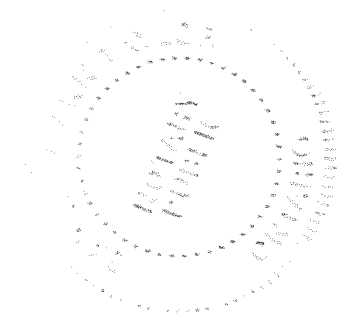
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Notary Public

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Barbara Ann Taylor,
Notary Public, Province of Ontario,
limited to the attestation of instruments
and the taking of affidavits, for
KUBRA Data Transfer Ltd.
Expires August 9, 2025



RESOLUTION NO. 23-R-__

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN AGREEMENT BY AND BETWEEN DROPCOUNTR, INC.
AND THE VILLAGE OF WILLOWBROOK
FOR A WATER UTILITY CUSTOMER PORTAL**

WHEREAS, the Village of Willowbrook (the “Village”) requested proposals for the installation and maintenance of a water utility customer services portal to be performed on behalf of the Village; and

WHEREAS, of the proposals received and reviewed by the Village, the Village has determined that the proposal submitted by Dropcountr, Inc. (KUBRA) best serves the needs of the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to approve a Platform Services Agreement with Dropcountr, Inc. for the installation and maintenance of a water utility customer services portal.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Proposal and Agreement from Dropcountr, Inc. for a Platform Services Agreement for a water utility customer services portal, in substantially the same form as the Agreement attached hereto as Exhibit “A”, is hereby approved.

BE IT FURTHER RESOLVED that the Village Mayor is hereby directed and authorized to execute said final Agreement by and between the Village of Willowbrook and Dropcountr, Inc., and the Village Clerk is directed to attest to the Mayor’s signature, all on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that this Resolution shall be effective from and after its passage and approval as provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

DROPCOUNTR, INC. PLATFORM SERVICES AGREEMENT

**DROPCOUNTR, INC.
PLATFORM SERVICES AGREEMENT**

Order Form

Utility: Village of Willowbrook
Address: 835 Midway Drive
Willowbrook, IL 60527

Primary Contact: Virginia Stoltz
Phone / Email: (630) 920-2238 /
vstoltz@willowbrook.il.us
Billing Contact:
Phone / Email: Same
Same

Start Date: December 18, 2023

Initial Subscription Term: 12 months

Implementation Services	One-time Fee
Base Platform Implementation (Exhibit D Phases 1-2)	\$5,000 *

* Implementation Fees will be invoiced at the Start Date of the Agreement.

Platform Services Subscription Plan	Fee Per-Metered Connection	Metered Connections	Annual Fee
Base Platform: Subscription (Exhibit D Phase 3)	NA	2,377	\$12,500**

**The Annual Fees will be invoiced on the Go-Live Date of the Services

Agreement

This Order Form, together with the attached Dropcountr, Inc. Terms of Service and other attachments listed below, form the Platform Services Agreement ("**Agreement**") between Dropcountr, Inc., with an address of 40 E Rio Salado Parkway #535, Tempe, AZ 85281 ("**Dropcountr**"), and the customer identified above ("**Utility**"). This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. This Agreement is effective upon signature of the parties. Utility's subscription will begin on the start date indicated above or, if later, on the date of signature. Any conflicting or additional terms in any purchase order or similar form not expressly incorporated into this Agreement will be without effect.

Attachments Made Part of Agreement

- **Exhibit A:** Dropcountr, Inc. Terms of Service
- **Exhibit B:** Service Level Agreement
- **Exhibit C:** Support Terms
- **Exhibit D:** Statement of Work

Dropcountr

Utility

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DROPCOUNTR, INC.

Terms of Service

(last updated March 26, 2020)

1. DEFINITIONS. Any capitalized terms used but not defined in these Dropcountr, Inc. Terms of Service (“**Terms of Service**”) will have the meanings (if any) specified in the Order Form or SOW (each as defined below). In addition, the following definitions apply.

1.1. “**Authorized User**” means an individual employee of Utility who has been assigned unique credentials to access and use the Platform Services, whether or not that individual is accessing or using the Platform Services at any particular time.

1.2. “**CLEAR Platform**” means the Dropcountr water analytics software platform designed for commercial use by water utilities.

1.3. “**Customer**” means a customer that has a water utility account serviced by Utility.

1.4. “**Customer Data**” means any data associated with a Customer, including as may be inputted or uploaded to the Platform Services.

1.5. “**Fees**” means the Set-up Fee and Subscription Fee.

1.6. “**HOME Application**” means Dropcountr’s end-user facing application that provides water usage and other information to customers of a water utility.

1.7. “**Order Form**” means the order form executed by Utility and Dropcountr that specifies the subscription plan being purchased by the Utility and incorporates these Terms of Service.

1.8. “**Platform Services**” means the CLEAR Platform and HOME Application included in the Utility’s subscription plan, as specified in the Order Form and any SOW.

1.9. “**SOW**” means a statement of work or other service addendum that may be agreed upon by the parties in reference to this Agreement, including as may be attached hereto as **Exhibit D**.

1.10. “**Utility**” means the water utility identified on the Order Form.

1.11. “**Utility Data**” means (i) Utility’s proprietary data, if any, that its Authorized Users upload or input into the CLEAR Platform or HOME Application, and (ii) as applicable, Customer Data and other data obtained by

Utility from third parties in connection with this Agreement.

2. PLATFORM SERVICES SUBSCRIPTION

2.1. Authorization. Subject to Utility’s compliance with the terms and conditions of this Agreement, including Utility’s obligation to pay all applicable Fees, Dropcountr will (i) permit Utility to access and use the CLEAR Platform, solely for Utility’s internal business purposes, and (ii) permit Utility to access and use the HOME Application, and to offer and make available the HOME Application to its Customers, in accordance with any SOW or relevant Dropcountr end-user documentation.

2.2. Authorized Users. Authorized Users may exercise the rights granted to Utility hereunder on Utility’s behalf; provided, however, that Utility will ensure that all Authorized Users comply with the applicable terms and conditions of these Terms of Service, and Utility will be responsible for the Authorized Users’ acts or omissions in relation to the Platform Services as if they were Utility’s own acts or omissions. Authorized Users may not share their access credentials with any other individuals.

2.3. Service Capacity. Utility’s and its Authorized Users’ use of the Platform Services, and Utility’s right to offer and make available the HOME Application to its Customers, is limited to that number of metered connections indicated on the Order Form (the “**Service Capacity**”), and is subject to such other usage limitations as may be set forth therein or in the SOW.

2.4. Utility Responsibilities. Utility is responsible for (i) maintaining the confidentiality of any user IDs, passwords and other credentials associated with Utility’s account, (ii) all activities that occur with respect to Utility’s account, and (iii) its and its Authorized Users’ use of the Platform Services and compliance with this Agreement, SOW, Dropcountr’s relevant end user documentation, and all applicable laws, regulations, and rights of third parties. Except for resources that Dropcountr expressly agrees to provide under the Order Form or SOW, Utility is responsible for procuring and maintaining all computer hardware and software, equipment, internet connectivity, and other ancillary services and resources necessary for it and its Authorized Users to connect to and make use of

the Platform Services, and for ensuring the security of the foregoing.

2.5. Restrictions. Utility will not, and shall ensure that its Authorized Users do not: (i) copy, reproduce, modify, decompile, disassemble, or reverse engineer the Platform Services or any associated software or materials (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (ii) except as expressly authorized herein with respect to making the HOME Application available to Customers, provide any third parties with access to any of the Platform Services, lease, distribute, sublicense, sell or otherwise commercially exploit the Platform Services, or use any of the Platform Services for time sharing or similar purposes for the benefit of any third party; (iii) remove any copyright or proprietary notices contained in the Platform Services or any output thereof; (iv) breach, disable or tamper with, or develop or use (or attempt) any workaround for, any security or authentication measures provided or used by the Platform Services; (v) access the Platform Services via any bot, web crawler or non-human user; (vi) access or use (or permit a third party to access or use) the Platform Services for any unlawful purpose or for purposes of monitoring the availability, performance or functionality of the Platform Services or for any other benchmarking or competitive purposes; or (vii) upload or process any data or content that infringes the intellectual property rights, rights of privacy or publicity, or other proprietary rights of any third party, or that contains any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

2.6. Monitoring. Although Dropcountr has no obligation to monitor Utility's or any Customer's use of the Platform Services or any portion thereof, Dropcountr may do so and may prohibit any use of the Platform Services that it believes may be, or is reasonable likely to be, in violation of the provisions of Section 2.5.

2.7. Technical Support. Subject to the terms and conditions of this Agreement, Dropcountr will provide Utility with technical support services in accordance with the terms set forth in **Exhibit C**.

3. PLATFORM AND DATA SECURITY

3.1. Security Measures. Dropcountr will employ commercially reasonable data security procedures and other safeguards to protect against the unauthorized accessing, use, destruction, corruption, loss or alteration of the Platform Services and any Utility Data or Customer Data stored on Dropcountr's servers.

3.2. Notification. Dropcountr will use commercially reasonable efforts to promptly notify Utility of any material breach of security with respect to any Utility Data or Customer Data.

4. IMPLEMENTATION

4.1. Implementation of Platform Services. Subject to Utility's compliance with the terms and conditions of this Agreement, including its obligations under this Section 4, Dropcountr shall use commercially reasonable efforts to promptly implement and make available the Platform Services to Utility and to provide such implementation services as may be set forth in any SOW (collectively, the "**Implementation Services**").

4.2. Utility Obligations. To facilitate Dropcountr's performance of the Implementation Services, Utility shall promptly provide to Dropcountr all information, resources and access as set forth on the Order Form or an applicable SOW, or as may be otherwise requested by Dropcountr in its reasonable discretion. Additionally, Utility agrees to provide such further cooperation and assistance as Dropcountr may reasonably request from time to time. Utility shall designate in writing an individual who will be Dropcountr's primary point of contact for matters relating to the implementation of the Platform Services. The parties agree that Dropcountr shall not be liable for any failure to perform its obligations under this Agreement to the extent it is caused by a breach of this Section 4.2.

4.3. End User License Agreement. Utility acknowledges that any use of or access to the HOME Application, including by Utility and its Customers, is subject to the terms of Dropcountr's then-current HOME End User License Agreement (the "**EULA**"), which must be accepted by users prior to access.

5. TERM AND TERMINATION

5.1. Duration and Renewal. Unless terminated as provided below, this Agreement will remain in effect throughout the initial subscription term specified in the Order Form (the "**Initial Term**"), and will automatically renew for successive periods of the same duration as the Initial Term (each, a "**Renewal**") unless either party gives the other party written notice of non-renewal at least thirty (30) days in advance.

5.2. Termination. A party may terminate this Agreement for a material breach by the other party, which remains uncured more than 30 days after receiving written notice of the breach, except that, where such material breach is the nonpayment of Fees by Utility, Dropcountr may terminate immediately upon notice. Either party may also

terminate this Agreement immediately upon notice to the other party in the event that that Utility's governing body does not appropriate funds to make the payments hereunder in a Utility's fiscal year budget.

5.3. Effect of Termination. Upon the expiration or termination of this Agreement: (i) all rights and platform subscriptions granted to Utility under this Agreement will terminate and Utility will cease using any and all components of the Platform Services; (ii) Dropcountr will cease making the HOME Application accessible to Customers; (iii) each party will, upon request, promptly return to the other party all Confidential Information of the other party in its possession or control; and (iv) Utility will, within thirty (30) days after receipt of Dropcountr's invoice, pay all accrued and unpaid fees and expenses. Upon any termination of this Agreement, Dropcountr will make all Utility Data and Customer Data on Dropcountr's servers available to Utility for electronic retrieval for a period of thirty (30) days, but thereafter Dropcountr may, but is not obligated to, delete all such stored Utility Data or Customer Data.

5.4. Survival. The following provisions will survive expiration or termination of this Agreement: Sections 2.2, 2.4, 2.5, 4.2 (last sentence only), 5.4, 5.4, 6 (to the extent of any outstanding payments), 7, 8, 10, 11, 12, and 13.

6. FEES AND PAYMENT

6.1. Fees. In consideration for Dropcountr providing the Implementation Services and Platform Services, Utility shall pay to Dropcountr the corresponding fees set forth in the Order Form, which shall include a one-time implementation fee (the "**Set-up Fee**") and an annual subscription fee (the "**Subscription Fee**"). In the event Utility use of the Platform Services is in excess of the Service Capacity, Utility shall be billed for such additional usage and agrees to pay, upon invoice by Dropcountr and in the manner provided herein, such additional charges. Dropcountr reserves the right to modify the Fees or to institute new fees at the end of the Initial Term or then-current Renewal upon thirty (30) days' prior written notice to Utility. Increases to the Fees made pursuant to the prior sentence shall not exceed 5% per year (assuming no increase in usage limits).

6.2. Invoices; Payment. All Fees accruing hereunder will be billed in advance. The one-time Set-Up Fee will be billed on the Effective Date. The Subscription Fee will be first billed on the Effective Date, and thereafter will be billed annually on each anniversary of the Effective Date occurring in the term of this Agreement. The Parties acknowledge that this Agreement is subject to the Illinois

Prompt Payment Act, *50 ILCS 505* and agree to follow all rules contained therein, including the timely payment of any Subcontractors under this Agreement. Dropcountr may choose to bill through invoices, in which case full payment for any invoice must be received by Dropcountr within thirty (30) days after the mailing date of such invoice. Overdue payments will accrue interest at the rate of 1% per month or the highest rate of interest allowed by law, whichever is lower. Utility will further be liable for, and shall to pay to Dropcountr promptly upon demand, all expenses of collection. Failure to timely pay any amounts due hereunder may result in immediate termination of the Agreement.

6.3. Taxes. The Fees and any other charges specified in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, "**Taxes**"). Utility shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, other than any taxes based on Dropcountr's net income.

7. OWNERSHIP

7.1. Dropcountr IP. As between Dropcountr and Utility, Dropcountr shall own all right, title and interest in and to (i) the Platform Services and all software and other technologies embodied in or used to provide the Platform Services, including all improvements, enhancements, or modifications thereto, (ii) any updates, improvements, enhancements, derivative works, other materials, processes, or know-how based on or relating to the Platform Services, or as otherwise may be utilized or created by Dropcountr in performance of its obligations hereunder, and (iii) all intellectual property rights relating to any of the foregoing. If Dropcountr performs any development work in relation to the Platform Services, whether or not pursuant to a SOW, and including any customizations or modifications that Dropcountr may make in response to Utility's requests or suggestions, Dropcountr solely retains all intellectual property rights arising from such development work.

7.2. Utility Data. As between Dropcountr and Utility, the Utility Data, and all intellectual property rights therein or relating thereto, are and shall remain the exclusive property of Utility.

7.3. Customer Data. Utility agrees to (i) obtain all third-party consents or approvals that may be necessary for the collection, use and transmission of the data, including Customer Data and Utility Data, sent to or used in the operation of the Platform Services and for all of

Dropcountr's activities contemplated by this Agreement in relation to such data; and (ii) comply with all applicable laws and regulations with respect to Utility's use of the Platform Services and provision of data with respect thereto, including without limitation those pertaining to privacy, data security, and publicity. As between Utility and Dropcountr, Utility will be solely responsible for the foregoing matters, and Utility will indemnify Dropcountr for any liability arising from its failure to comply with this Section 7.3.

7.4. Use of Utility Data. Notwithstanding anything herein or in the Order Form or any SOW to the contrary, Utility grants to Dropcountr the perpetual right to, among other things, examine, use, extract, model, manipulate, collate, analyze, create analysis using, reproduce and otherwise use any data (including Utility Data and Customer Data) or other information which it learns, acquires or obtains in connection with the performance of its obligations hereunder, within the scope of its regular business operations, including developing or operating data sets, algorithms or other analytical tools, or testing, implementing, integrating, developing or improving its products and services, and distributing or otherwise making available Dropcountr products and services to its customers.

7.5. Feedback. To the extent that Utility provides Dropcountr with any suggestions, feature requests, evaluation results, feedback, or other input in relation to any aspect of the Platform Services (collectively, "**Feedback**"), Utility hereby assigns and agrees to assign to Dropcountr all right, title and interest in and to such Feedback, including any intellectual property rights therein, and agrees that Dropcountr will be free to use such Feedback in any manner, including by implementing such Feedback in the Platform Services and/or Dropcountr's other technologies, products and services, without compensation or other obligations to Utility.

8. CONFIDENTIALITY

8.1. Obligations. "**Confidential Information**" means (subject to the exclusions below) any non-public information relating to or disclosed in the course of the Agreement that should be reasonably understood to be confidential. The receiving party will use the same care to protect Confidential Information as it uses for its own similar information, but no less than reasonable care, will not disclose Confidential Information to any third party without prior written authorization, and will use Confidential Information only for the purpose of fulfilling its obligations or exercising its rights expressly granted

under this Agreement. Except as otherwise provided herein, including with respect to Dropcountr's use of Utility Data and Customer Data consistent with Section 7.4, the receiving party will promptly return or destroy the other party's Confidential Information upon request.

8.2. Exclusions. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was already in possession of the receiving party without confidentiality restrictions at the time of receipt from the other party, as evidenced by written records; or (iii) was independently developed by the receiving party without violation of this Section 8. Additionally, the Parties agree to comply with all applicable provisions of the Illinois Freedom of Information Act 5 ILCS 140 ("FOIA") and each Party shall provide all necessary assistance required to respond to all FOIA requests. If a receiving party is required to disclose Confidential Information under the FOIA or other law, the receiving party will promptly notify the disclosing party and reasonably cooperate with its efforts to limit or protect the required disclosure, but will otherwise not be in violation of this Section on account of making the required disclosure.

9. **SERVICE LEVEL AGREEMENT.** If Utility's subscription includes service-level commitments, and the Order Form or SOW accordingly specifies that Dropcountr's Service Level Agreement is part of this Agreement, Utility will be entitled to the commitments and remedies set forth in such Service Level Agreement as attached hereto as **Exhibit B**. The remedies expressly provided in the Service Level Agreement are Utility's sole and exclusive remedy, and Dropcountr's entire obligation, with respect to any service-level violation.

10. DISCLAIMER.

10.1. Data Accuracy. The parties acknowledge and agree that the quality, accuracy and completeness of results obtained from the use of the Platform Services is dependent upon the quality, accuracy and completeness of available data, including Utility Data and Customer Data and other data that may be provided by third parties. Unless otherwise agreed to in the Order Form or SOW, Utility shall be solely responsible for providing or otherwise securing from third parties (including AMI Vendors, as defined in Exhibit D) all data necessary for the proper operation of the Platform Services. Notwithstanding the foregoing or anything herein to the contrary, Dropcountr shall have no obligation or liability whatsoever with respect to any error, incompleteness or other deficiencies with respect to such data obtained from

Utility or any third party, or any results generated by the Platform Services on the basis thereof.

10.2. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), DROPCOUNTR HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND TRADE USAGE. DROPCOUNTR DOES NOT REPRESENT THAT UTILITY'S OR ANY CUSTOMER'S USE OF THE PLATFORM SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE PLATFORM SERVICES WILL MEET UTILITY'S OR ANY CUSTOMER'S REQUIREMENTS, OR THAT ALL ERRORS IN THE PLATFORM SERVICES WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE PLATFORM SERVICES AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT (AND WITHOUT LIMITING REMEDIES TO WHICH UTILITY MAY BE ENTITLED UNDER THE SERVICE LEVEL AGREEMENT, IF APPLICABLE), THE PLATFORM SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED TO UTILITY ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE FOR INTERNAL COMMERCIAL USE ONLY. UTILITY ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PLATFORM SERVICES ARE ACCURATE OR SUFFICIENT FOR UTILITY'S PURPOSES.

11. INDEMNIFICATION.

11.1 Indemnification by Utility. Utility will indemnify, defend and hold harmless Dropcountr, its affiliates, managers, directors, employees, representatives, and agents, against any damages awarded by a court in connection with claims, demands, suits or proceedings made or brought by a third party arising from or related to (i) any material breach by Utility of this Agreement, (ii) the Utility Data, Customer Data, or any other data provided or made available by Utility hereunder, (iii) Utility's or any Customer's use of the Platform Services in violation of this Agreement, EULA, or any applicable Dropcountr end-user documentation, or (iv) any failure by Utility to comply with any applicable laws, regulations, or rights of third parties.

11.2 Indemnification by Dropcountr. Dropcountr will indemnify, defend and hold harmless Utility, its employees, representatives, and agents, against any damages awarded by a court in connection with claims, demands, suits or proceedings made or brought by a third party arising from or related to any (i) negligent actions or omissions of Dropcountr or (ii) Dropcountr's wilful misconduct.

12. LIMITATION OF LIABILITY

12.1. Wavier of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUT EXCEPT WITH RESPECT TO ANY BREACH OF THE PARTIES' OBLIGATIONS UNDER SECTION 8 OR BREACH OF UTILITY'S OBLIGATIONS UNDER SECTION 2.5, AND WITHOUT LIMITING UTILITY'S OBLIGATIONS UNDER SECTION 11, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR INFORMATION, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PLATFORM SERVICES TO BE PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. Liability Cap. DROPCOUNTR'S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO DROPCOUNTR'S (I) INDEMNIFICATION OBLIGATIONS UNDER S. 11.2 OR (II) BREACH OF ITS SECURITY OBLIGATIONS UNDER S. 3.1. WILL NOT EXCEED ONE HUNDRED THOUSAND USD (\$100,000). THE TOTAL LIABILITY OF DROPCOUNTR FOR DAMAGES OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY UTILITY TO DROPCOUNTR UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13. MISCELLANEOUS

13.1. Assignment. Utility may not assign this Agreement without Dropcountr's prior written consent, which will not be unreasonably withheld. Any attempt by Utility to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

13.2. Force Majeure. Neither party shall be liable for any delay or failure in performance (other than non-payment of amounts owing) due to causes beyond its reasonable control.

13.3. Export Compliance. Utility agrees to comply fully with all relevant export laws and regulations of the United

States and other applicable jurisdictions to ensure that neither the Platform Services, nor any direct product thereof, are: (i) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by the such export laws and regulations.

13.4. Government Rights. If Utility is the U.S. government or any agency or other division thereof, Dropcountr's services are furnished under this Agreement as a "commercial item," as that term is defined and used in the U.S. Code of Federal Regulations (48 C.F.R. § 2.101) and other applicable regulations, and the government's rights with respect to the services (and to any associated software, technical data or other materials) are limited to those expressly granted in this Agreement.

13.5. Severability. If any part of this Agreement is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

13.6. Waiver. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision.

13.7. Notices. All notices permitted or required under this Agreement shall be in writing, will reference this Agreement, and shall be delivered in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to the address of the party specified on the Order Form or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

13.8. Governing Law. This Agreement will be governed by both the substantive and procedural laws of Illinois, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods.

13.9. Entire Agreement. Any amendment or modification to the Agreement must be in writing signed by both parties. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof.

13.10. Counterparts. This Agreement may be executed in counterparts, including by electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXHIBIT B

Service Level Agreement

This Service Level Agreement (“SLA”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

Scheduled Maintenance

Dropcountr may conduct maintenance and upgrades at any time upon forty-eight (48) hours’ notice to Utility (“**Scheduled Maintenance**”), which may cause the Platform Services to be temporarily unavailable. If Dropcountr anticipates that downtime will occur during any Scheduled Maintenance, Dropcountr will use commercially reasonable efforts to notify Utility in advance. Dropcountr will use commercially reasonable efforts to perform all Scheduled Maintenance during non-peak hours in an effort to limit disruption to Utility. Notwithstanding the foregoing, Dropcountr shall not be required to give advance notice of, or delay to non-peak hours, any maintenance required to address critical time-sensitive issues, where waiting to perform maintenance may pose a risk to Dropcountr’s platforms, systems, or data.

Service Availability

Dropcountr will use commercially reasonable efforts to make the Platform Services available 99.9% of the time as measured on a monthly basis, excluding downtime for Scheduled Maintenance.

Service Credits

For any month in which the service availability (calculated as described above) falls below the commitment of 99.9%, Dropcountr will owe Utility an availability credit in accordance with the schedule below:

Service Availability	% of Imputed Monthly Fee to be Credited Against Next Monthly Fee**
99.9% or greater	0%
99.5% up to 99.9%	5%
99.0% up to 99.5%	10%
98.0% up to 99.0%	20%
97.0% up to 98.0%	30%
95.0% up to 97.0%	40%
Less than 95.0%	50%

** Credit will be calculated by (a) dividing the annual Subscription Fee paid by 12 months; and (b) applying the indicated percentage to the resulting imputed monthly fee.

EXHIBIT C

Support Terms

These Support Terms pertain to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

Technical Support

Dropcountr will provide technical support to Utility via email during weekdays between 8:00am and 5:00pm Pacific Time, with the exclusion of Federal Holidays ("**Support Hours**").

Utility may initiate a helpdesk ticket during Support Hours by emailing support@dropcountr.com.

Dropcountr will use commercially reasonable efforts to respond to all helpdesk tickets within two (2) business days.

EXHIBIT D

Statement of Work

This Statement of Work (“**SOW**”) pertains to the Platform Services Agreement to which it is attached between Dropcountr and Utility. All capitalized terms not defined herein shall have the meanings given to them in the Platform Services Agreement.

This SOW includes three key phases: (1) Program Setup, (2) Program Implementation and (3) Program Management.

Program Setup (Phase 1)

Data Transfer

Dropcountr will engage with Utility staff to review and select from among Dropcountr’s preferred data specification, format, transfer interval, and transfer options.

Dropcountr will ingest up to two (2) years of Customer Data, including hourly usage data, to develop historical trends and spatial comparisons for water usage. Dropcountr will ingest up to five (5) years of Customer Data, if the usage data interval is monthly or less. Customer Data shall include, but may not be limited to, account information, account type, and rebate program participation.

If Utility has contracted with an Advanced Meter Infrastructure vendor which can provide Dropcountr with secure access to Customer usage data via API (“**AMI Vendor**”), Dropcountr will coordinate with the AMI Vendor to receive hourly usage data, leak flags, and other relevant data that supports the SOW.

Training and Pre-Launch Testing

Dropcountr will create Authorized User accounts for Utility’s access and use of the Platform Services. Utility is entitled to an unlimited number of Authorized User accounts, and each account may have different administrative privileges due to differences in Authorized User roles and authority.

Using actual Customer Data, Dropcountr will conduct initial Authorized User training on the Platform Services using Zoom or a similar online webinar application. Training conducted using relevant Customer Data increases the efficacy of training, and also allows for QA/QC of data prior to public launch.

Detailed training materials will be provided to Utility, and are accessible online at any time. These materials include product guides, GIF tutorials, answers to frequently asked questions, and project manager contact information.

Marketing Outreach Consultation

Where permitted to do so, Dropcountr will provide recommendations and examples of marketing outreach campaigns used by other Dropcountr utility accounts. Dropcountr also grants to Utility, during the term of the Platform Services Agreement and for the sole and exclusive purpose of supporting Utility’s internal outreach efforts, a limited, revocable, non-transferable (except as otherwise expressly

agreed to in writing by Dropcountr), non-exclusive licenses to use, modify and display such key Dropcountr image assets and copy (e.g. event brochures, bill stuffers, webpage placement) as Dropcountr may provide to Utility from time to time, including as the same may include Dropcountr trademarks, trade names, services marks and logos (collectively, “**Dropcountr Materials**”). All use of Dropcountr Materials by Utility shall be in accordance with such trademark use and other policies as may be provided to Utility by Dropcountr from time to time, and subject to Dropcountr review and approval.

Program Implementation (Phase 2)

Email Marketing Engagement

Using Customer email and other contact information provided by Utility, Dropcountr will conduct three (3) Customer email campaigns.

These campaigns will consist of unique, account-specific emails which summarize monthly water use, provide a social norms-based comparison, present a call to action to sign up for the Dropcountr HOME program, and legitimize the relationship between Utility and Dropcountr. Each email will include the account name and account number for Customer convenience, and a direct link to the Dropcountr sign-up page.

Program Management (Phase 3)

Status Meetings

In order to ensure that the project remains on track, and to provide ample opportunity for feedback and insight from Utility, Dropcountr anticipates conducting bi-monthly status meetings. These meetings may be held by phone or webinar.

Supplemental Training

The Dropcountr project manager will provide supplemental training to Utility as reasonably requested, or when material updates to Platform Services are developed and deployed.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.f.

DATE: December 18, 2023

SUBJECT:

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2023, AND ENDING APRIL 30, 2024, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, CFO
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To levy taxes as are necessary to defray certain expenses and liabilities for the fiscal year beginning on May 1, 2023, and ending April 30, 2024.

BACKGROUND/SUMMARY

The Truth-in-Taxation Act of the State of Illinois, 35 ILCS 100/18-60 requires Village management, not less than twenty days prior to adoption of its aggregate levy, to estimate the amount of funding necessary to be raised by taxes from year to year, exclusive of any costs of conducting an election, as required by the Election Code and debt service levies.

At the November 27, 2023, Village Board of Trustees meeting, staff presented a proposed Special Recreation net tax levy of \$71,133 to be used to fund certain accessible park programs and projects, as required by the Americans with Disabilities Act (ADA). Resolution 23-R-82, which estimated the tax to be levied, was approved at the Board meeting.

The required twenty-day period to pass the Ordinance to adopt the tax levy has now elapsed and the attached Ordinance must be adopted and filed with the Office of the County Clerk prior to the end of December.

FINANCIAL IMPACT

The 2023 proposed tax levy is \$71,133, which is a \$1,853, or 2.5% decrease from the prior year's levy. The levy includes planned expenditures related to ADA accessibility at each of the Village's parks. All taxes collected are restricted for use on the following special recreation activities:

Gateway / SEASPAR Membership	\$ 52,533
ADA Accommodations	5,600
Contribution to ADA Park Maintenance	3,000
ADA Park Improvements	10,000
Total Expenditures	<u>\$ 71,133</u>

RECOMMENDED ACTION:

Pass the Ordinance for the tax levy for fiscal year 2023/2024.

ORDINANCE NO. 23-O-_____

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2023 AND ENDING APRIL 30, 2024, OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

WHEREAS, this ordinance shall be designated and known as an ordinance providing for the "Levy Taxes for the Fiscal Year Commencing on May 1, 2023 and ending April 30, 2024; and

WHEREAS, on or about April 24, 2023, the corporate authorities of the Village of Willowbrook passed Ordinance No. 23-O-12, entitled "Annual Appropriation Ordinance Village of Willowbrook, DuPage County, Illinois for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024"; and

WHEREAS, the corporate authorities of the Village of Willowbrook, by this Ordinance, desire to levy such taxes as are necessary to defray all expenses and liabilities for the fiscal year commencing May 1, 2023 and ending April 30, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Willowbrook have and hereby do ascertain the total amount of appropriations legally made and all amounts deemed necessary to defray additional expenses and liabilities for all corporate purposes to be provided for by the levy of taxes for the fiscal year commencing May 1, 2023 and ending April 30, 2024, as follows:

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ACCOUNT NO.	PURPOSE OF APPROPRIATION	AMOUNT APPROPRIATED (in dollars)	AMOUNT LEVIED (in dollars)
01-20-590-518	ADA Gateway / SEASPAR Membership	53,000	52,533
01-20-590-519	ADA Park Maintnenace	3,000	3,000
01-20-590-520	ADA Accomodations	-	5,600
01-20-590-521	ADA Park Improvements	-	10,000

SECTION 2: That there be and hereby is levied a tax, pursuant to 65 ILCS 5/11-95-14, for the fiscal year commencing on May 1, 2023 and ending April 30, 2024, upon all property subject to taxation within the Village of Willowbrook, DuPage County, as such property is assessed and equalized for State and County purposes for the current year, the sum of \$71,133 for the purposes and the funds set forth in Section 1 of this Ordinance.

SECTION 3: That the Village Clerk be and the same is hereby directed to certify a copy of this Ordinance and file said certified copy with the County Clerk of DuPage County, within the time specified by law.

SECTION 4: There is hereby certified to the County Clerk of DuPage County, Illinois the sums aforesaid, constituting the total amount of \$71,133, which said total amount the Village of Willowbrook, DuPage County, Illinois, requires to be raised by taxation for the fiscal year May 1, 2023 to April 3, 2024 of said Village.

SECTION 5: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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SECTION 6: That this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and **APPROVED** this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, Frank A. Trilla, do hereby certify that I am the duly qualified Mayor of the Village of Willowbrook, DuPage County, Illinois, and as such presiding officer, I certify that the Tax Levy Ordinance, Ordinance No. 2023-O-____, for the fiscal year commencing May 1, 2023 and ending April 30, 2024, a copy of which is attached hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Division 2 of Article 18 of the Illinois Property Tax Code and Truth in Taxation Law, including the estimate, notice and hearing requirements of Section 18-60 through 18-85 (35 ILCS 200/18-60 through 18-85). I do further certify that the provisions of Sections 18-60 through 18-85 of the "Truth in Taxation Act" (35 ILCS 200/18-55, *et seq.*) are inapplicable to its 2023-2024 Tax Levy Ordinance, passed this 18th day of December, 2023.

IN WITNESS WHEREOF, I hereunto affix my official signature at Willowbrook, Illinois, this 18th day of December, 2023.

Frank A. Trilla, Mayor

(SEAL)

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

CERTIFICATION

I, Deborah A. Hahn, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and as such Clerk I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 23-O-___ an “Ordinance Providing for the Levy of Taxes for the Fiscal Year Commencing on May 1, 2023 and Ending April 30, 2024,” of the Village of Willowbrook, as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 18th day of December, 2023, as appears from the official records of the Village of Willowbrook in my care and custody.

(SEAL)

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.g.

DATE: December 18, 2023

SUBJECT:

A RESOLUTION ADOPTING A RETIREMENT HEALTHCARE FUNDING PLAN

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking approval of a resolution authorizing the Mayor and Village Clerk to adopt a Retirement Health Savings (RHS) plan for the members of the collective bargaining unit.

PREVIOUS ACTION TAKEN

On October 23, 2023, at the Committee of the Whole meeting, staff provided the Village Board with a discussion of adopting a resolution establishing a Retirement Health Savings (RHS) plan. After receiving feedback, the Village Board adopted a resolution authorizing and approving a memorandum of understanding between the Village of Willowbrook and the Illinois Fraternal Order of Police (FOP) Labor Council establishing a Retirement Health Savings (RHS) plan at the Village Board meeting that same evening.

BACKGROUND/SUMMARY

In October of 2022, the Village Board approved a collective bargaining agreement covering the wages, benefits, terms and conditions of employment of all sworn police officers employed by the Village of Willowbrook in the ranks of patrol officer or sergeant, which agreement has a term expiring April 30, 2026.

Section 18.16 of the Agreement provides that the Village will establish payroll deductions and/or transfers for a Retirement Health Savings Plan, upon designation by the Union, and said Section also provides that the Village shall not be required to contribute to the Plan nor be responsible for any costs associated with the Plan, except that the Village shall pay the enrollment or other fees necessary to establish such Plan, but not to maintain such Plan.

In July of 2023, the Union informed the Village that it has designated that the payroll deductions and transfers to the Plan shall be as set forth hereinafter in the Memorandum of Understanding adopted by resolution at the October 23, 2023 Board meeting between the Village of Willowbrook and the Illinois Fraternal Order of Police (FOP) Labor Council establishing a Retirement Health Savings (RHS) plan.



The Village and the Union agreed as follows:

- The Village shall establish a Retirement Health Savings Plan through the National Public Pension Fund Association (NPPFA).
- Commencing the first payroll following January 1, 2024, the Village shall deduct the following amounts from the base pay of employees within the bargaining unit:
 - o (a) employees with 0-2 years of service, 0% of base pay;
 - o (b) employees who have completed 2 years of service until completion of 8 years of service, 2% of base pay;
 - o (c) employees who have completed 8 years of service and thereafter, 3% of base pay.

Under the terms of the Retirement Health Savings Plan, all current employees of the bargaining unit, as of December 31st, 2023, shall have a one-time opportunity to opt-out of participating in the Retirement Health Savings Plan. Once that election is made, it may not be reversed or changed. Any employees of the bargaining unit who are hired on or after January 1st, 2024, shall be required to enroll in the Retirement Health Savings Plan.

This resolution would provide adoption of the finalized Retirement Health Saving Plan through the National Public Pension Fund Association (NPPFA).

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Approve the resolution to establish a Retirement Health Savings Plan through the National Public Pension Fund Association (NPPFA).

RESOLUTION NO. 23-R-_____

A RESOLUTION ADOPTING A RETIREMENT HEALTHCARE FUNDING PLAN

WHEREAS, the Village of Willowbrook is a Municipal Corporation, organized as a Local Government Agency and is a member of the National Public Pension Fund Association ("NPPFA"); and

WHEREAS, NPPFA has created a Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by municipalities for the benefit of their respective employees and beneficiaries; and

WHEREAS, NPPFA has created for execution Retiree Healthcare Funding Benefit Plan documents, and the corresponding Specifications; and

WHEREAS, NPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement (the "Services Agreement"), pursuant to which Transamerica Retirement Solutions (the "Service Agent") has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Services Agreement, and in order to provide investment management, a Group Mutual Fund Agreement; and

WHEREAS, the corporate authorities of the Village of Willowbrook have, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such employees of the Village of Willowbrook who are subject to a collective bargaining agreement with the Village of Willowbrook (as specified in schedule A of the Specifications) that requires inclusion in the Plan, in order to allow such employees to provide for their retirement security and to serve the interests of the Village of Willowbrook in attracting and retaining competent personnel; and

WHEREAS, the Village of Willowbrook is empowered by the laws, rules and regulations of State of Illinois to take, on its behalf, the actions contemplated by this Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. The corporate authorities of the Village of Willowbrook hereby adopt and approve the "Welfare Benefit Plan Retiree Healthcare Funding Plan (RHFP)," a copy of which is

attached hereto as Exhibit A and made a part hereof, and corresponding Specifications, which Specifications may be amended from time to time to comply with any changes in applicable laws, rules and regulations, or as otherwise necessary or appropriate.

SECTION 2. The corporate authorities of the Village of Willowbrook hereby adopt and approve the “115 Trust Agreement Retiree Healthcare Funding Plan,” a copy of which is attached hereto as Exhibit B and made a part hereof, and hereby appoint the State Street Bank and Trust Company as passive trustee of the Plan, pursuant to its Master Trustee Agreement with Transamerica Retirement Solutions.

SECTION 3. The corporate authorities of the Village of Willowbrook hereby adopt and approve the “Administrative Services Agreement” between Babbitt Municipalities, Inc. (“BMI”) and the Village of Willowbrook, a copy of which is attached hereto as Exhibit C and made a part hereof.

SECTION 4. The corporate authorities of the Village of Willowbrook hereby direct the Village Administrator or his designee to serve as the coordinator for this program; to receive necessary reports, notices, etc. from BMI and Transamerica Retirement Solutions to assign administrative duties to carry out the Plan to the appropriate department, and to execute all necessary agreements incidental to the administration of the Plan.

SECTION 5. This Resolution shall be in full force and effect upon its adoption as provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT A

WELFARE BENEFIT PLAN RETIREE HEALTHCARE FUNDING PLAN (RHFP)

**WELFARE BENEFIT PLAN
RETIREE HEALTHCARE FUNDING PLAN
(RHFP)**

Village of Willowbrook, IL

Effective Date : _____

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS.....	1
1.1 “Account Balance”.....	1
1.2 “Accrued Leave Contribution” or “Employer/Sponsoring Entity Accrued Leave Contribution”.....	1
1.3 “Accrued Leave Contribution Account”.....	1
1.4 “Administrator” or “Plan Administrator”	1
1.5 “Adopting Employer/Sponsoring Entity”	1
1.6 “Adoption Date”	2
1.7 “Allocation Date”.....	2
1.8 “Anniversary Date”.....	2
1.9 “Authorized Leave of Absence”	2
1.10 “Beneficiary” or “Beneficiaries”	2
1.11 “BMI”	2
1.12 “Break in Service”	2
1.13 “Code”.....	2
1.14 “Collective Bargaining Agreement”	2
1.15 “Compensation”.....	2
1.16 “Covered Group”	3
1.17 “Dependent”.....	3
1.18 “Disability”	3
1.19 “Discretionary Contribution” or “Employer/Sponsoring Entity Discretionary Contribution”.....	3
1.20 “Early Retirement Date”	3
1.21 “Earned”.....	4
1.22 “Effective Date”	4
1.23 “Eligible Employee”	4
1.24 “Employee”.....	4
1.25 “Employer/Sponsoring Entity”	4
1.26 “Employer/Sponsoring Entity Contribution Account”	4
1.27 “Entry Date”.....	4
1.28 “ERISA”	4

TABLE OF CONTENTS
(continued)

	Page
1.29 “Fiduciary”	4
1.30 “Fund” or “Trust Fund”	5
1.31 “Highly Compensated Employee”	5
1.32 “Highly Compensated Individual”	5
1.33 “Hour of Service”	5
1.34 “Investment Manager”	6
1.35 “Key Employee”	6
1.36 “Leased Employee”	6
1.37 “Medical Expense”	7
1.38 “Normal Retirement Date”	7
1.39 “Participant”	7
1.40 “Plan”	7
1.41 “Plan Specifications”	7
1.42 “Plan Year”	7
1.43 “Policy”	7
1.44 “Qualified Medical Child Support Order”	7
1.45 “Regulation”	7
1.46 “Retirement Date”	8
1.47 “Service”	8
1.48 “Severance” or “Severance of Employment”	8
1.49 “Severed Participant”	8
1.50 “Trustee”	8
1.51 “Trust”	8
1.52 “Valuation Date”	8
1.53 “Year of Participation”	8
1.54 “Year of Service”	8
ARTICLE 2 ADMINISTRATION	9
2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER/SPONSORING ENTITY	9
2.2 APPOINTMENT OF ADMINISTRATOR	9
2.3 POWERS AND DUTIES OF THE ADMINISTRATOR	9

TABLE OF CONTENTS
(continued)

	Page
2.4 RESIGNATION, REMOVAL AND SUCCESSION OF ADMINISTRATOR.....	11
2.5 EMPLOYMENT OF AGENTS AND ADVISERS.....	12
2.6 RECORDS AND REPORTS.....	12
2.7 INFORMATION FROM EMPLOYER/SPONSORING ENTITY	12
2.8 PAYMENT OF EXPENSES	12
2.9 CLAIMS PROCEDURE	13
2.10 CLAIMS REVIEW PROCEDURE	16
2.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY	16
ARTICLE 3 ELIGIBILITY AND PARTICIPATION	16
3.1 CONDITIONS OF ELIGIBILITY	16
3.2 PARTICIPATION	17
3.3 CHANGE IN CLASSIFICATION OF EMPLOYMENT.....	17
3.4 LEASED EMPLOYEES	17
3.5 ENROLLMENT FORM	17
3.6 ENTRY DATE.....	18
3.7 DETERMINATION OF ELIGIBILITY	18
3.8 OMISSION OF A PARTICIPANT.....	18
ARTICLE 4 CONTRIBUTIONS	18
4.1 CONTRIBUTIONS BY EMPLOYER/SPONSORING ENTITY	18
ARTICLE 5 PARTICIPANT ACCOUNTS.....	19
5.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT.....	19
5.2 ADJUSTMENTS TO EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT.....	19
5.3 INVESTMENT OF ACCOUNTS	20
5.4 EXPENSES AND FEES	20
5.5 PARTICIPANT STATEMENTS.....	20
ARTICLE 6 EARNED BENEFITS.....	21
6.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT.....	21
6.2 COMPUTATION PERIOD	21
6.3 RESUMPTION OF PARTICIPATION	21

TABLE OF CONTENTS
(continued)

	Page
6.4 CALCULATING EARNED BENEFIT	21
6.5 FORFEITURES	21
6.6 AMENDMENT OF EARNED BENEFIT SCHEDULE.....	22
ARTICLE 7 ELECTIONS.....	22
7.1 ELECTION PROCEDURES.....	22
7.2 INITIAL ELECTION FOR NEW EMPLOYEES.....	22
7.3 FAILURE TO MAKE AN ELECTION.....	23
7.4 IRREVOCABILITY OF ELECTION	23
ARTICLE 8 MEDICAL BENEFITS.....	23
8.1 INSURANCE COVERAGES.....	23
8.2 MEDICAL REIMBURSEMENT BENEFIT.....	23
8.3 REQUIREMENTS.....	24
8.4 CLAIMS FOR BENEFITS	24
8.5 PAYMENT OF MEDICAL BENEFITS	25
8.6 LIMITATION OF BENEFITS.....	25
8.7 TERMINATION OF COVERAGE	25
ARTICLE 9 PAYMENT OF BENEFITS	26
9.1 TIME OF SEGREGATION OR PAYMENT	26
9.2 RECEIPT AND RELEASE FOR PAYMENTS.....	26
9.3 PAYMENT FOR MINOR BENEFICIARY	26
9.4 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN	26
ARTICLE 10 AMENDMENT, TERMINATION AND MERGERS	27
10.1 AMENDMENT OF PLAN	27
10.2 TERMINATION OF SPONSORSHIP BY BMI	27
10.3 TERMINATION OF ADOPTION BY EMPLOYER/SPONSORING ENTITY	27
10.4 MERGER, CONSOLIDATION OR TRANSFER	28
ARTICLE 11 ADOPTING EMPLOYER/SPONSORING ENTITYS.....	28
11.1 ADOPTION BY OTHER ENTITIES.....	28
11.2 REQUIREMENTS OF ADOPTING EMPLOYER/SPONSORING ENTITY	28
11.3 EMPLOYEE TRANSFERS	29

TABLE OF CONTENTS
(continued)

	Page
11.4 CONTRIBUTIONS FOR ADOPTING EMPLOYER/SPONSORING ENTITY'S EMPLOYEES	29
11.5 AMENDMENT BY ADOPTING EMPLOYER/SPONSORING ENTITY	29
11.6 DISCONTINUANCE OF PARTICIPATION BY ADOPTING EMPLOYER/SPONSORING ENTITY	29
ARTICLE 12 MISCELLANEOUS	31
12.1 ALIENATION.....	31
12.2 PROHIBITION AGAINST DIVERSION OR INUREMENT.....	31
12.3 ADDITIONAL REQUIREMENTS	31
12.4 APPROVAL BY INTERNAL REVENUE SERVICE	31
12.5 ADMINISTRATOR'S PROTECTIVE CLAUSE	32
12.6 INDEMNIFICATION OF AGENTS	32
12.7 GOVERNING LAW.....	33
12.8 GENDER AND NUMBER.....	33
12.9 PROVISIONS RELATING TO INSURANCE.....	33
12.10 HEADINGS.....	34
12.11 PARTICIPANTS' RIGHTS.....	34
12.12 UNIFORMITY	34

VILLAGE OF WILLOWBROOK, IL
RETIREE HEALTHCARE FUNDING PLAN (RHFP)
WELFARE BENEFIT PLAN

The Employer/Sponsoring Entity identified in the Retiree Healthcare Funding Plan Specifications ("Employer/Sponsoring Entity") hereby adopts and establishes a welfare benefit plan (herein referred to as the "Plan") for the benefit of its Eligible Employees, their eligible Dependents and Beneficiaries by completion of the RHFP® Plan Specifications.

BABBITT MUNICIPALITIES INC. ("BMI"), an Illinois corporation, reserves all rights with respect to this Welfare Benefit Plan document, the RHFP® Plan Trust Agreement (the "Trust") and the Plan Specifications associated with it.

BMI and the Employer/Sponsoring Entity intend that this Plan and the Trust attached hereto, and by reference incorporated herein, constitute an "employee welfare benefit plan" under Title I, section 3(1), of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") and an arrangement governed by section 115 of the Internal Revenue Code of 1986, as amended.

ARTICLE 1
DEFINITIONS

1.1 "Account Balance" means the aggregate value of the Participant's Employer/Sponsoring Entity Contribution Account and Accrued Leave Contribution Account.

1.2 "Accrued Leave Contribution" or "Employer/Sponsoring Entity Accrued Leave Contribution" means a contribution to the Participant's account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.

1.3 "Accrued Leave Contribution Account" means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Accrued Leave Contributions.

1.4 "Administrator" or "Plan Administrator" means the individual, entity or group designated by the Employer/Sponsoring Entity in the Plan Specifications pursuant to Section 2.2 hereof to administer the Plan on behalf of the Employer/Sponsoring Entity and the Participants.

1.5 "Adopting Employer/Sponsoring Entity" means a corporation or other organization other than the Employer/Sponsoring Entity which adopts this Plan by executing a Plan Specifications setting forth its terms of adoption pursuant to Article 11 hereof.

1.6 "Adoption Date" means the date as of which the Employer/Sponsoring Entity adopts this Plan as set forth in the Plan Specifications.

1.7 "Allocation Date" means the date as of which Employer/Sponsoring Entity contributions are credited to the account of Participants as elected in the Plan Specifications.

1.8 "Anniversary Date" means the last day of each Plan Year.

1.9 "Authorized Leave of Absence" means a temporary cessation of active employment with the Employer/Sponsoring Entity pursuant to an established policy, whether occasioned by illness, military service, maternity or paternity leave, or any other reason. An Authorized Leave of Absence shall not be considered a termination of employment.

1.10 "Beneficiary" or "Beneficiaries" means the person or persons designated by the Participant pursuant to Section 8.4 to receive benefits payable from the Plan (or directly from insurance Policies purchased by the Plan) in the event of the Participant's death.

1.11 "BMI" means BABBITT MUNICIPALITIES INC. and any successor that shall maintain this Plan document.

1.12 "Break in Service" means a 12-consecutive month period set forth in the Plan Specifications during which an Employee fails to complete more than 500 Hours of Service.

1.13 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.14 "Collective Bargaining Agreement" means a bona fide agreement between the Employer/Sponsoring Entity and Employee representatives provided that health and welfare benefits were the subject of good faith bargaining between such Employee representatives and the Employer/Sponsoring Entity. The term "Employee representatives" does not include an organization more than half of whose members are owners, officers or executives of the Employer/Sponsoring Entity.

1.15 "Compensation" with respect to a Participant means the total wages or salary, overtime, commissions, bonuses, and any other taxable remuneration earned while a Participant from the Employer/Sponsoring Entity and actually paid (determined as elected in the Plan Specifications) during the 12-month period elected in the Plan Specifications, and shall exclude amounts realized from the exercise of non-qualified stock options and amounts realized from the sale, exchange or other disposition of stock acquired under qualified stock options, when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture and may not exceed the compensation limit contained in Code section 505(b)(7). The Employer/Sponsoring Entity may elect in the Plan Specifications to exclude as Compensation any amount which is contributed by the Employer/Sponsoring Entity pursuant to a salary reduction agreement and which is not includible in the gross income of an employee under Code sections 125, 402(e)(3), 402(h), or 403(b). The Employer/Sponsoring Entity may also elect in the Plan Specifications to eliminate categories of Compensation which do not result in discrimination in favor of Highly-Compensated Employees, including:

(a) Amounts paid in commissions, bonuses or overtime compensation;

(b) Contributions under a salary reduction agreement to a cash or deferred plan under Code section 403(b), 457(b), or to a simplified employee pension plan under Code section 408(k).

(c) Compensation in excess of a maximum amount specified.

1.16 "Covered Group" means those Employees whom the Employer/Sponsoring Entity has elected to cover under this Plan in the Plan Specifications.

1.17 "Dependent" means, with respect to any Participant:

(a) The Participant's spouse;

(b) A child of the Participant or the Participant's spouse (including a child placed for adoption with or under legal guardianship of the Participant or spouse) who is unmarried and is less than 19 years of age or is less than 25 years of age and is a full-time student at an accredited educational institution during at least five (5) months of the calendar year. The age requirement is waived for any child who is mentally or physically disabled prior to age 19, is incapable of self-sustaining employment and who is a "dependent" of the Participant within the meaning of section 152 of the Code;

(c) Any other person that the Administrator, relying on information furnished by the Participant, in good faith determines to meet the definition of a dependent within the meaning of section 152(a) of the Code.

1.18 "Disability" means a physical or mental condition of a Participant expected to last for a continuous period of not less than twelve (12) months, resulting from bodily injury, disease, or mental disorder which renders the Employee incapable of engaging in or continuing his or her usual and customary employment. A licensed physician selected by the Administrator shall determine the Disability of a Participant. The determination shall be applied uniformly to all Participants.

1.19 "Discretionary Contribution" or "Employer/Sponsoring Entity Discretionary Contribution" means a contribution to the Participant's account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.

1.20 "Early Retirement Date" means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, which is the earliest date on which a Participant may retire and receive post-retirement benefits under the Plan.

1.21 "Earned" means that portion of a Participant's Employer/Sponsoring Entity Contribution Account to which the Participant has become entitled by virtue of his or her age and Years of Service (or Years of Participation) in accordance with the Earned benefit schedule set forth in the Plan Specifications.

1.22 "Effective Date" means the date on which this Plan initially is effective, as set forth in the Plan Specifications.

1.23 “Eligible Employee” means an Employee who has satisfied the eligibility requirements set forth in the Plan Specifications.

1.24 “Employee” means any person employed by the Employer/Sponsoring Entity who receives compensation for personal services to the Employer/Sponsoring Entity that is subject to withholding for federal income tax purposes. The term “Employee” does not include an independent contractor or leased employee or any individual who is classified by the Employer/Sponsoring Entity other than as an Employee even if it is later determined that the classification is incorrect.

1.25 “Employer/Sponsoring Entity” means a corporation or other organization that adopts this Plan by executing an Plan Specifications setting forth its terms of adoption and any predecessor or successor thereto. Where appropriate, Employer/Sponsoring Entity shall also mean any Adopting Employer/Sponsoring Entity, including any organization that must be aggregated with the Employer/Sponsoring Entity under Code Sections 414(b)(c) or (m).

1.26 “Employer/Sponsoring Entity Contribution Account” means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Discretionary Contributions.

1.27 “Entry Date” means the date on which an Employee commences participation in the Plan as elected by the Employer/Sponsoring Entity in the Plan Specifications. After an Employee’s Entry Date, such Employee shall be considered to be a Participant in the Plan.

1.28 “ERISA” means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

1.29 “Fiduciary” means any person who: (i) exercises any discretionary authority or control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets; (ii) renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Plan or has any authority or responsibility to do so, or (iii) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer/Sponsoring Entity and the Administrator.

1.30 “Fund” or “Trust Fund” means the assets of the Plan held in trust, as the same shall exist from time to time, including earnings and appreciation thereon.

1.31 “Highly Compensated Employee” means any Employee who (i) was a five percent (5%) owner (as described in Code section 416(i)(1)) of an Adopting Employer/Sponsoring Entity at any time during the determination year or the preceding year, or (ii) who, for the preceding year received Compensation from the Adopting Employer/Sponsoring Entity (or from all entities required to be aggregated with the Adopting Employer/Sponsoring Entity pursuant to sections 414(b), (c) or (m) of the Code) in excess of \$80,000 [as adjusted pursuant to Code section 415(d)], and was in the “top-paid group of employees” (as described in Code section 414(q) for such preceding year.

1.32 "Highly Compensated Individual", for purposes of testing whether the Plan meets the requirements of Code section 105(h) means an individual who is--

- (a) One of the five (5) highest paid officers,
- (b) A shareholder who owns (with the application of Code section 318) more than ten percent (10%) in value of the stock of the Employer/Sponsoring Entity; or
- (c) Among the highest paid twenty-five percent (25%) of all Employees (other than employees described in section 105(h)(3)(B) who are not participants in this Plan or in any self-insured medical or in a health maintenance organization plan maintained by the Employer/Sponsoring Entity).

The status of an Employee as an officer or stockholder is determined with respect to a particular benefit on the basis of the Employee's officer status or stock ownership at the time during the Plan Year at which the benefit is provided. In calculating the highest paid twenty-five percent (25%) of all Employees, the number of Employees included will be rounded to the next highest number. The level of an Employee's compensation is determined on the basis of the Employee's compensation for the Plan Year. For purposes of the preceding sentence, fiscal year plans may determine Employee compensation on the basis of the calendar year ending within the Plan Year.

1.33 "Hour of Service" means (i) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer/Sponsoring Entity, and (ii) each hour (up to a maximum of 501 hours) for which an Employee is paid, or entitled to payment, by the Employer/Sponsoring Entity on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or Authorized Leave of Absence. Hours of Service shall be determined on the basis elected in the Plan Specifications.

Hours of Service shall be credited for employment with the Employer/Sponsoring Entity and with any Adopting Employer/Sponsoring Entity or other entity required to be aggregated with the Employer/Sponsoring Entity pursuant to Code section 414(o) and the Regulations thereunder. Hours of Service shall also be credited for any individual considered an Employee for purposes of this Plan under Code section 414(n) or Code section 414(o) and the Regulations thereunder.

Solely for purposes of determining whether a Break in Service, as defined in paragraph 1.12, for purposes of participation and earning of benefits has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of the pregnancy of the individual, by reason of a birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or for purposes of caring for such child for a period

beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following computation period. No more than 501 hours will be credited under this paragraph.

1.34 "Investment Manager" means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (i) who has the power to manage, acquire, or dispose of Plan assets, and (ii) who acknowledges in writing his Fiduciary responsibility to the Plan.

1.35 "Key Employee" means any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the determination period was an officer of the Employer/Sponsoring Entity if such individual's annual Compensation exceeds 50% of the dollar limitation under Code section 415(b)(1)(A) (the defined benefit maximum annual benefit), an owner (or considered an owner under Code section 318) of one of the ten largest interests in the Employer/Sponsoring Entity if such individual's Compensation exceeds 100% of the dollar limitation under Code section 415(c)(1)(A), a 5% owner of the Employer/Sponsoring Entity, or a 1% owner of the Employer/Sponsoring Entity who has an annual Compensation of more than the amount set forth in Code section 415(d) (as adjusted by the Secretary of the Treasury). For purposes of determining who is a Key Employee, annual Compensation means Compensation determined under Code section 415, but including amounts deferred to a cash or deferred plan under code section 401(k), a simplified employee pension plan under Code section 408(k), a cafeteria plan under Code section 125 or a tax-deferred annuity under Code section 403(b). The determination period is the Plan Year containing the Determination Date. The determination of who is Key Employee will be made in accordance with Code section 416(i)(1) and the Regulations thereunder.

1.36 "Leased Employee" means any person (other than an Employee of the recipient) who, pursuant to an agreement between the recipient and any other person ("leasing organization"), has performed services for the recipient [or for the recipient and related persons determined in accordance with Code section 414(n)(6)] on a substantially full-time basis for a period of at least one year, and such services are under the primary direction or control of the recipient Employer/Sponsoring Entity.

1.37 "Medical Expense" means any expense paid for medical care of a Participant and his or her spouse and other Dependents within the meaning of Section 213 of the Code. Such expenses include physician's and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care, Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.

1.38 "Normal Retirement Date" means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, at or after which a Participant may receive his or her post-retirement benefits under the Plan.

1.39 "Participant" means any Eligible Employee who has not for any reason become ineligible to participate in the Plan.

1.40 "Plan" means the welfare benefit plan adopted by the Employer/Sponsoring Entity under this Plan document, the Plan Specifications and the separate Trust Agreement, including all amendments thereto, all of which are incorporated by reference and made a part hereof.

1.41 "Plan Specifications" means the RHFP® Plan Specifications document attached hereto and incorporated herein by reference, by which the Employer/Sponsoring Entity establishes or by which an Adopting Employer/Sponsoring Entity adopts a welfare benefit plan pursuant to the terms of this Plan for the benefit of its Eligible Employees.

1.42 "Plan Year" means the Plan's accounting year of twelve (12) consecutive months designated by the Employer/Sponsoring Entity in the Plan Specifications.

1.43 "Policy" means an insurance or annuity policy or policies, either group or individual, issued by an insurer.

1.44 "Qualified Medical Child Support Order" means a signed judgment, decree or order (including approval of a settlement agreement) issued by a state court or administrative agency which requires or purports to require a Participant to provide medical or health insurance to a Dependent child.

1.45 "Regulation" means a section of the Income Tax Regulations promulgated by the Secretary of the Treasury or his delegate, as amended from time to time.

1.46 "Retirement Date" means the date as of which a Participant actually retires, whether such retirement occurs on or after the Participant's Early Retirement Date or Normal Retirement Date. The Early Retirement Date and Normal Retirement Date are set forth in the Plan Specifications.

1.47 "Service" means the period of current or prior employment with the Employer/Sponsoring Entity. If the Employer/Sponsoring Entity maintains a plan of a predecessor Employer/Sponsoring Entity, Service for the predecessor shall be treated as Service for the Employer/Sponsoring Entity.

1.48 "Severance" or "Severance of Employment" means the termination of a period of Service with the Employer/Sponsoring Entity, other than an Authorized Leave of Absence, for reasons other than death, disability or retirement.

1.49 "Severed Participant" means a Participant whose employment has been terminated for reasons other than death or retirement.

1.50 "Trustee" means the person or persons named or appointed as Trustee under the Trust in any separate trust forming a part of this Plan, and his, their, or its successors.

1.51 "Trust" means the separate trust or trusts created pursuant to this Plan, incorporated herein by reference.

1.52 "Valuation Date" means the last day of the Plan Year and such other date or dates selected by the Employer/Sponsoring Entity on which Participant accounts are valued in accordance with Article 5 hereof.

1.53 "Year of Participation" means a Year of Service during which an Employee is eligible to participate in the plan and is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. The initial computation period for determining Years of Participation shall commence on the first day of the Plan Year that includes the Participant's Entry Date.

1.54 "Year of Service" means the computation period of twelve (12) consecutive months, set forth in the Plan Specifications, during which an Employee is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. Notwithstanding the foregoing, a Participant shall be credited with a Year of Service for any Plan Year in which he performs an average of thirty (30) Hours of Service per week or is credited with 1,000 Hours of Service total.

Years of Service with the Employer/Sponsoring Entity and with a predecessor Employer/Sponsoring Entity or any Adopting Employer/Sponsoring Entity shall be recognized.

Years of Service for eligibility to participate in the Plan, for allocation of Employer/Sponsoring Entity contributions and for Earning of benefits may be different, as elected in the Plan Specifications. To determine Years of Service and Breaks in Service for purposes of eligibility, the 12-consecutive month period shall commence on the date on which an Employee first performs an Hour of Service for the Employer/Sponsoring Entity and each anniversary thereof, such that the succeeding 12-consecutive month period commences with the employee's first anniversary of employment and so on.

ARTICLE 2

ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER/SPONSORING ENTITY

The Employer/Sponsoring Entity shall have the following duties, powers and responsibilities with regard to the Administration of the Plan:

(a) To appoint and remove the Trustee and the Administrator from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the benefit of the Participants, their Beneficiaries and Dependents in accordance with the terms of this Plan, the Plan Specifications, the Trust, the Code, ERISA and other applicable federal and state laws and any applicable Collective Bargaining Agreement.

(b) To review periodically the performance of any Fiduciary or other person to whom duties have been delegated or allocated under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer/Sponsoring Entity or by a qualified person specifically designated by the Employer/Sponsoring Entity, through day-to-day conduct and evaluation, or through other appropriate ways.

2.2 APPOINTMENT OF ADMINISTRATOR

The Plan Administrator or Administrator means the Employer/Sponsoring Entity or a person designated by the Employer/Sponsoring Entity in the Plan Specifications. The Plan Administrator is a named fiduciary for operation and management of the Plan and shall have the powers and duties set forth below.

2.3 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan in accordance with the Code and Regulations and other applicable laws, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan, including the following:

- (a) The Administrator may establish a "funding policy and method", i.e., determine whether the Plan has a short-run need for liquidity (e.g., to pay benefits) or whether liquidity is a long-term goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer/Sponsoring Entity or its delegate shall communicate such needs and goals to the Trustee and to the Administrator;
- (b) To appoint an Investment Manager to manage all or a designated portion of the assets of the Plan. In such event, the Trustee shall follow the written directions of the Investment Manager in investing the assets of the Plan managed by the Investment Manager;
- (c) The discretion to determine all questions relating to the eligibility of Employees to participate or continue participation hereunder and to receive benefits under the Plan;
- (d) To compute, certify, and direct the Trustee with respect to the amount and the kind of benefits to which any Participant, Dependent or Beneficiary shall be entitled hereunder;
- (e) To authorize and direct the Trustee with respect to all non-discretionary or otherwise directed disbursements from the Trust;

- (f) To maintain all necessary records for the administration of the Plan;
- (g) To determine the size and type of any Policy or Policies to be purchased from any insurer, to designate the insurer from which such policy shall be purchased, and to direct the Trustee with respect to the purchase thereof. All policies shall be issued on a uniform basis as of each Anniversary Date with respect to all Participants under similar circumstances;
- (h) To compute and certify to the Employer/Sponsoring Entity and to the Trustee from time to time the sums of money necessary or desirable to be contributed to the Trust Fund;
- (i) To consult with the Employer/Sponsoring Entity regarding the short-term and long-term liquidity needs of the Plan in order that the Employer/Sponsoring Entity can exercise any investment discretion in a manner designed to accomplish specific objectives;
- (j) To provide information to any Participant regarding his participation in and rights, benefits, or elections available under the Plan, including the administration of any claims procedures;
- (k) To communicate to Employees, Participants and their Beneficiaries a summary plan description outlining the provisions of the Plan;
- (l) To appoint the Plan's attorney, accountant, actuary custodian or any other party needed to administer the Plan or the Fund;
- (m) To direct the Trustee or custodian with respect to payments from the Fund;
- (n) To file any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency;
- (o) To review and approve any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer/Sponsoring Entity under paragraph (a), and
- (p) To interpret or construe the provisions of the Plan, to resolve any question of Plan interpretation and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof. The Plan Administrator's interpretation of Plan provisions, including eligibility and benefits under the Plan, is final, and, unless it can be shown to be arbitrary and capricious, will not be subject to "de novo" review.

2.4 RESIGNATION, REMOVAL AND SUCCESSION OF ADMINISTRATOR

- (a) The Administrator may resign at any time by mailing by registered or certified mail, addressed to such Employer/Sponsoring Entity at his last known address, at least ninety (90) days before the effective date thereof.
- (b) The Employer/Sponsoring Entity may remove the Administrator by mailing by registered or certified mail, addressed to such Administrator at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the Employer/Sponsoring Entity of the resolution adopted effecting its removal.

(c) Upon the death, resignation, incapacity, dissolution or removal of any Administrator, the Employer/Sponsoring Entity shall, prior to the effective date thereof, appoint a successor Administrator. Upon being notified of such appointment, the Administrator shall deliver its records to its successor on the effective date of the resignation or removal, or as soon thereafter as practicable, and such delivery shall not waive any lien the Administrator may have upon the Fund for its compensation or expenses.

(d) In the event that the Employer/Sponsoring Entity does not name a successor Administrator by the effective date of the removal or resignation of the Administrator, the Employer/Sponsoring Entity shall be deemed the successor Administrator.

(e) The Successor Administrator, upon accepting such appointment in writing and delivering same to the Employer/Sponsoring Entity, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as the Administrator herein. Until such a successor is appointed, the remaining Administrator or Administrators shall have full authority to act under the terms of this agreement.

(f) The Employer/Sponsoring Entity may designate a successor Administrator prior to the resignation or removal of an Administrator. In the event a successor is so designated by the Employer/Sponsoring Entity and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Administrator herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

2.5 EMPLOYMENT OF AGENTS AND ADVISERS

The Administrator, in furtherance of its duties and pursuant to its powers enumerated in Section 2.3, may employ counsel, specialists, contract administrative agents and advisers, and other persons as the Administrator, in its sole discretion, deems necessary or desirable for the administration of this Plan.

2.6 RECORDS AND REPORTS

The Employer/Sponsoring Entity and Administrator shall keep a record of all actions taken and shall keep all other books of accounts, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by law.

2.7 INFORMATION FROM EMPLOYER/SPONSORING ENTITY

To enable the Administrator to perform his functions, the Employer/Sponsoring Entity shall supply full and timely information to the Administrator on all matters relating to the Compensation of all Participants, their Hours of Service, their Years of Service, their retirement, death, Disability or Severance, and such other pertinent facts as the Administrator may require; and the Administrator shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan. The Administrator may rely upon such information as is supplied by the Employer/Sponsoring Entity and shall have no duty or responsibility to verify such information.

2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Trust Fund unless paid by the Employer/Sponsoring Entity. Such expenses shall include any expenses incident to the functioning of the Administrator or of the Trustee, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

2.9 CLAIMS PROCEDURE

(a) **Claims Procedures:** Claims for benefits under the Plan must be filed with the Administrator on forms supplied by the Administrator within 90 days following the end of the Plan Year in which the expense was incurred. Claims submitted after this period will not be eligible for payment. If an application for benefits is made, the Administrator shall accept, reject, or modify such request. Written notice of the disposition of a claim shall be furnished to the claimant as set forth below:

(i) **Time Periods for Notification of Adverse Benefit.** If any person believes he or she is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person (now called claimant) of its denial with written or electronic notification within the time periods indicated below:

(1) **Pre-Service Claims.** Pre-service claims means any claim for a benefit where the terms of the plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. The Administrator shall notify the claimant of the plan's adverse benefit not later than 15 days after receipt of the claim for pre-service claims.

(2) **Post-Service Claims.** Post-service claims means any claim for a benefit that is not a pre-service claim as described above. The Administrator shall notify the claimant of the plan's adverse benefit not later than 30 days after receipt of the claim for post-service claims.

(3) **Disability Claims.** Disability claims means any claim for disability benefits as described in the plan documents. The Administrator shall notify the claimant of the plan's adverse benefit not later than 45 days after receipt of the claim for disability claims.

(4) **Urgent Care Claims.** Urgent care claims means any claim for medical care or treatment where applying the time conditions for non-urgent care could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that could not be adequately managed without the care or treatment that is the subject of the claim. The Administrator shall notify the claimant of the plan's adverse benefit not later than 72 hours after receipt of the claim for urgent care claims.

(5) **Concurrent Care Claims.** Concurrent care claims means an ongoing course of treatment to be provided over a period of time or number of treatments. The Administrator shall notify the claimant of the plan's adverse benefit at a time sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review before the benefit is reduced or terminated.

(ii) Notification Requirements. Each notice to claimant for denial of benefits will include the following:

- (1) The specific reason for the adverse determination.
- (2) Reference to the specific plan provisions, internal rule, guideline, protocol or other similar criterion on which the adverse determination is based. If the reference is to a medical necessity or experimental treatment or similar exclusion, an explanation of the scientific or clinical judgment for the adverse determination shall be provided.
- (3) A description of any additional information necessary for the claimant to provide and the reason for the request for such information.
- (4) A description of the plan's review procedures.

(b) Review Procedures:

(i) Procedure After Notification of Denial of Claim. Within sixty (60) days after the date on which a claimant receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such claimant (or his or her duly authorized representative) may:

- (1) File a written request with the Administrator for a review of the denied claim.
- (2) Submit written issues and comments to the Administrator, including all additional information requested by the Administrator.
- (3) Have reasonable access to all information related to the denied claim. If copies are requested, the copies shall be provided to the claimant at no cost.
- (4) Any review of the denied claim must consider all information presented in making the determination of the claim.

(c) Appeal Procedures:

(i) Within one hundred eighty (180) days after the date on which a claimant receives a written notice of a denied claim, such claimant (or his or her duly authorized representative) may appeal the adverse determination. This appeal process encompasses the following:

- (1) The appeal determination will be conducted by an appropriate named fiduciary of the plan. The named fiduciary cannot be a party previously involved with the first adverse determination.
- (2) The named fiduciary shall consult with a health care professional who has appropriate training and experience in the field that is the subject of the adverse determination. This health care professional cannot be a party previously involved with the first adverse determination.
- (3) All medical experts whose advice was obtained will be identified to the claimant (or his or her representative), whether or not the advice was relied upon in making the adverse determination.

(4) Time Periods for Notification. Notification to the claimant of an adverse benefit determination on appeal shall be in writing and be according to the following:

- a. Pre-service claims. The Administrator shall notify the claimant not later than 15 days after receipt of the appeal of the adverse claim for pre-service claims.
- b. Post-service claims. The Administrator shall notify the claimant not later than 30 days after receipt of the appeal for post-service claims.
- c. Disability claims. The Administrator shall notify the claimant not later than 45 days after receipt of the appeal for disability claims.
- d. Urgent care claims. The Administrator shall notify the claimant not later than 72 hours after receipt of the appeal for urgent care claims. Urgent care notification may be orally communicated.

(d) Miscellaneous Information:

(i) Claimant's Failure to Follow Plan's Procedures. Claimants will be notified within five days (24 hours if an urgent care claim is involved) of the filing of a claim of the failure and/or the proper procedures to be followed in filing the initial claim.

(ii) Civil Action. No more than two appeals of an adverse benefit determination need be filed prior to the claimant bringing a civil action.

2.10 CLAIMS REVIEW PROCEDURE

Any Participant, former Participant, or Beneficiary of either, who has been denied a benefit by a decision of the Administrator pursuant to Section 2.9 shall be entitled to request the Administrator to give further consideration to his claim by filing with the Administrator (on a form which may be obtained from the Administrator) a request for a review of the determination. Such request, together with a written statement of the reasons why the claimant believes his claim should be allowed, shall be filed with the Administrator no later than sixty (60) days after receipt of the written notification provided for in Section 2.9. The Administrator shall make a final decision as to the allowance of the claim within sixty (60) days of receipt of the appeal [unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period]. Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

2.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "Named Fiduciaries" of this Plan are: (i) the Administrator, (ii) the Trustee, (iii) the Employer/Sponsoring Entity, and (iv) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Plan and in the Trust.

Each named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of this Plan, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan. No named Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

ARTICLE 3

ELIGIBILITY AND PARTICIPATION

3.1 CONDITIONS OF ELIGIBILITY

An Employee who is a member of the Covered Group and has completed the age and service Eligibility Requirements set forth in the Plan Specifications shall become a Participant in this Plan. The Employer/Sponsoring Entity shall give each Participant written notice of his or her participation in the Plan, which notice may be in the form of a copy of the Summary Plan Description.

3.2 PARTICIPATION

Employees who meet the eligibility requirements in the Plan Specifications on the Effective Date of the Plan shall become Participants as of such date. If so elected in the Plan Specifications, all Employees employed on the Effective Date of the Plan shall participate as of the Effective Date, even if they have not satisfied the Plan's specified eligibility requirements. Other Employees shall become Participants on the Entry Date coinciding with or immediately following the date on which they meet the eligibility requirements specified in the Plan Specifications provided that they are still employed on such Entry Date. A former Participant who returns to the employ of the Employer/Sponsoring Entity shall again become a Participant immediately.

Per IRS Rule 7.25.9.5 issued 9/12/2014, each class of eligible participants will be afforded a one-time opportunity to not participate at the inception of the plan, and that election must be exercised with 5 business days of becoming eligible. This is an irrevocable election. All future employees covered by said class are mandatorily covered by the plan.

3.3 CHANGE IN CLASSIFICATION OF EMPLOYMENT

In the event an Employee who is not a member of the Covered Group subsequently becomes a member of the Covered Group, such Employee shall participate immediately if he or she has satisfied the minimum age and service requirements and would have previously become a

Participant had he or she been a member of the Covered Group. In the event a Participant becomes ineligible to participate because he or she is no longer a member of the Covered Group, such Employee may participate immediately upon his or her return to an eligible class of Employees. Alternatively, at the employers' discretion at time of adoption of this plan the employer may elect that a member of a Covered Group that has been promoted out of the Covered Group to a new classification that does not have a plan, that member will continue under the terms and conditions of the prior Covered Group as noted in the Plan Specification.

3.4 LEASED EMPLOYEES

Any Leased Employee shall be treated as an Employee of the recipient Employer/Sponsoring Entity for purposes of discrimination testing to the extent required by law. Leased Employees shall be eligible to participate in the Plan only if so elected in the Plan Specifications. For purposes of testing for discrimination in favor of Highly-Compensated Employees, contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient Employer/Sponsoring Entity shall be treated as provided by the recipient Employer/Sponsoring Entity.

3.5 ENROLLMENT FORM

(a) Each Eligible Employee shall automatically be a Participant in this Plan as of the Participant's entry date; however, in order to receive benefits hereunder, an Eligible Employee shall enroll on a form provided by the Employer/Sponsoring Entity and agree to the terms of this Plan. The enrollment form shall be filed before the Participant's Entry Date, shall be effective upon filing.

(b) Participant may decline benefits by so indicating on the enrollment form or by failure to return the enrollment form to the Employer/Sponsoring Entity prior to the Entry Date. If the Participant declines benefits, such Participant shall be given the opportunity to elect benefits on the next Entry Date.

(c) An Eligible Employee whose eligibility to participate hereunder is provided for under a Collective Bargaining Agreement shall participate in the Plan as provided for in the Plan Specifications. Upon ratification by the collective bargaining unit, the adoption of the Plan by the members of such unit shall be presumed to be voluntary with respect to Eligible Employee, and no additional action or application shall be required in order to participate hereunder.

(d) Upon the acceptance of any benefits under this Plan, a Participant shall automatically be bound by the terms and conditions of this Plan and all amendments hereto.

3.6 ENTRY DATE

An Eligible Employee shall become a Participant as of the Entry Date set forth in the Plan Specifications. A Dependent shall participate as of the related Employee's Entry Date.

3.7 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee to participate in the Plan based upon information furnished by the Employer/Sponsoring Entity. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this Plan and the Collective Bargaining Agreement, if applicable.

3.8 OMISSION OF A PARTICIPANT

If, in any Plan Year, any person who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer/Sponsoring Entity for the year has been made, the Employer/Sponsoring Entity shall make a subsequent contribution with respect to the omitted Participant in the amount which the Employer/Sponsoring Entity would have contributed with respect to him had he not been omitted, plus interest computed at the current rate to the date of such subsequent contribution. Such contribution shall be made regardless of whether it is deductible in whole or in part in any taxable year, under applicable provisions of the Internal Revenue Code by such Employer/Sponsoring Entity.

ARTICLE 4

CONTRIBUTIONS

4.1 CONTRIBUTIONS BY EMPLOYER/SPONSORING ENTITY

If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall make periodic contributions to the Trust from time to time in cash or property acceptable to the Trustee in accordance with the formula or formulas selected in the Plan Specifications.

(a) Discretionary Contributions. As of each Allocation Date, the Employer/Sponsoring Entity shall make a contribution to the Plan equal to the amount elected in the Plan Specifications. If no amount has been elected in the Plan Specifications, the Employer/Sponsoring Entity may make a contribution to the Plan in the amount it determines to be appropriate in its sole discretion.

(b) Accrued Leave Contributions. If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall contribute as of the date elected in the Plan Specifications an amount calculated pursuant to the formula designated in the Plan Specifications.

(c) Eligible Participants. Only those Participants who meet the requirements set forth in the Plan Specifications shall receive an allocation of Employer/Sponsoring Entity Contributions as of an Allocation Date.

(d) Mistake of Fact. In the event a contribution is made due to a mistake of fact, such contribution shall be returned to the Employer/Sponsoring Entity within one year after the payment of the contribution.

(e) Responsibility for Contributions. The Employer/Sponsoring Entity shall have sole responsibility to determine the amount of Employer/Sponsoring Entity Contributions to the Plan. Neither the Trustee nor the Administrator shall be required to determine if the

Employer/Sponsoring Entity has made a contribution or if the amount contributed is in accordance with the Plan Specifications or with any law.

ARTICLE 5

PARTICIPANT ACCOUNTS

5.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

(a) If the Employer/Sponsoring Entity has elected Discretionary Contributions or Accrued Leave Contributions in the Plan Specifications, the Administrator shall keep an account known as the "Employer/Sponsoring Entity Contribution Account," for each Participant for whom the Employer/Sponsoring Entity makes a Discretionary Contribution and a second account known as the "Accrued Leave Contribution Account," for each Participant for whom the Employer/Sponsoring Entity makes an Accrued Leave Contribution. The Employer/Sponsoring Entity Contribution Account shall consist of all amounts contributed pursuant to Section 4.1 hereof (except for the amount of Accrued Leave Contributions), and any adjustments to such account provided in Section 5.2.

(b) A Participant will become eligible to receive an allocation of Employer/Sponsoring Entity Discretionary Contributions or Employer/Sponsoring Entity Accrued Leave Contributions for a Plan Year according to the provisions elected by the Employer/Sponsoring Entity in the Plan Specifications.

5.2 ADJUSTMENTS TO EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

As of each Valuation Date, the Administrator shall make the following adjustments to the Participant's Employer/Sponsoring Entity Contribution Account:

(a) Add the Participant's share of the Discretionary Contributions, Accrued Leave Contributions and forfeitures as determined in the Plan Specifications and pursuant to this Article since the last Valuation Date;

(b) Add (or subtract) the Participant's proportionate share of any investment earnings (or losses) and change in the fair market value of the Fund since the last Valuation Date, determined and allocated as provided under paragraph 5.5;

(c) Add the increase in cash value of any insurance policies held by the Plan with respect to the Participant;

(d) Deduct premiums paid from the Employer/Sponsoring Entity Contribution Account with respect to any insurance policies held by the Plan with respect to the Participant;

(e) Deduct any withdrawals or payments made from the Plan on behalf of the Participant, his or her Dependents and Beneficiaries since the last Valuation Date, and

(f) Deduct the Participant's proportionate share of any expenses of the Plan since the last Valuation Date that are not paid by the Employer/Sponsoring Entity, as determined under paragraph 5.3.

5.3 INVESTMENT OF ACCOUNTS

Such investment funds shall be under the full control of the Trustee. A Participant's share of investment earnings and any increase or decrease in the fair market value of the Fund shall be based on the proportionate value of all active accounts (excluding those accounts with segregated investments) as of the last Valuation Date less withdrawals and plus contributions since the last Valuation Date. Contributions to the Plan and withdrawals from the Plan shall be included to the extent that the funds were in the Plan during the Plan Year.

5.4 EXPENSES AND FEES

The Employer/Sponsoring Entity shall also be authorized to reimburse the Fund for all expenses and fees incurred in the administration of the Plan or Trust and paid out of the assets of the Fund. Such expenses shall include, but shall not be limited to, fees for professional services, printing and postage. Brokerage commissions may not be reimbursed. Apportionment of administration fees between the Employer/Sponsoring Entity and the Participants shall be determined in accordance with the Employer/Sponsoring Entity's election in the Plan Specifications.

5.5 PARTICIPANT STATEMENTS

Upon completing the allocations described above for the Valuation Date coinciding with the end of the Plan Year, the Employer/Sponsoring Entity shall prepare a statement for each Participant showing the additions to and subtractions from his or her account since the last such statement and the fair market value of his or her account as of the Current Valuation Date. Employer/Sponsoring Entities so choosing may prepare Participant statements for each Valuation Date.

ARTICLE 6

EARNED BENEFITS

6.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

A Participant shall acquire an Earned interest in his or her Employer/Sponsoring Entity Contribution Account in accordance with the Earned benefit schedule selected by the Employer/Sponsoring Entity in the Plan Specifications. A Participant or Beneficiary shall be entitled to use the Earned portion of his or her Earned Employer/Sponsoring Entity Contribution Account on the terms and under the conditions described in this Plan and in the Plan Specifications.

6.2 COMPUTATION PERIOD

The computation period for determining Years of Service and Breaks in Service in computing the Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account will be the Plan Year. In the event a former Participant with no Earned Employer/Sponsoring Entity Contribution Account requalifies for participation in the Plan after incurring a Break in Service,

such Participant shall be credited with all pre-break and post-break Service in computing his or her Earned benefit.

6.3 RESUMPTION OF PARTICIPATION

For a Participant who resumes participation in the Plan following a termination of employment and prior to incurring five (5) consecutive Breaks in Service, all Service of the Participant, both prior to and following the termination of employment, shall be counted when computing the Participant's Earned benefit.

6.4 CALCULATING EARNED BENEFIT

The Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account shall be calculated by multiplying his or her Employer/Sponsoring Entity Contribution Account on the Valuation Date by the decimal equivalent of the Earned percentage from the Earned benefit schedule set forth in the Plan Specifications as of the Valuation Date. The Employer/Sponsoring Entity Contribution Account for purposes of the calculation includes amounts previously paid as benefits under the Plan, and the Participant's Earned benefits, once calculated above, shall be reduced to reflect those amounts previously paid out to or on behalf of the Participant. In making this adjustment, the Participant's Earned interest so determined shall continue to share in the investment earnings and any increase or decrease in the fair market value of the Fund up to the Valuation Date.

6.5 FORFEITURES

Any unearned balance in the Employer/Sponsoring Entity Contribution Account of a Participant who has separated from Service shall be forfeited and applied as provided in the Plan Specifications. If not otherwise specified in the Plan Specifications, such forfeitures will be allocated to Participants in the same manner as the Employer/Sponsoring Entity's contribution. If not otherwise specified in the Plan Specifications, forfeitures shall be applied as of the end of the Plan Year during which the former Participant incurs a Break in Service.

6.6 AMENDMENT OF EARNED BENEFIT SCHEDULE

If the Earned benefit schedule of the Plan is amended, or the Plan is amended in any way that directly or indirectly affects the computation of any Participant's Earned benefits, or if the Plan is deemed amended by an automatic change to or from another Earned benefit schedule, each Participant with at least five (5) Years of Service with the Employer/Sponsoring Entity may elect, within a reasonable period after the adoption of the amendment or change, to have his or her Earned benefits computed under the Plan without regard to such amendment or change. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the later of sixty (60) days after:

- (a) The amendment is adopted;
- (b) The Amendment becomes effective; or

- (c) The Participant receives written notice of the amendment from the Employer/Sponsoring Entity or the Trustee.

ARTICLE 7

ELECTIONS

7.1 ELECTION PROCEDURES

The Plan Administrator shall provide an election form to each Participant prior to the Participant's first Entry Date. Each Participant shall specify on the election form the benefits desired under the Plan.

An election shall be valid for the coverage period for which it is made (as selected in the Plan Specifications) and for each subsequent coverage period unless the Participant files a new election form with the Plan Administrator during a subsequent election period. A completed election form must be returned to the Plan Administrator on or before the first day of the coverage period to which it applies or, in the case of a new Participant, on or before the Participant's Entry Date into the Plan.

7.2 INITIAL ELECTION FOR NEW EMPLOYEES

A new Employee shall receive an election form when the Employee becomes eligible to participate in this Plan. If the Employee desires to elect benefits, he or she shall so specify on the election form and shall agree to have Compensation adjusted accordingly. The completed election form must be returned to the Plan Administrator on or before the Employee's entry into the Plan. The election shall be effective as soon as administratively feasible.

7.3 FAILURE TO MAKE AN ELECTION

If a Participant fails to return a completed election form during the initial election period any amount in the Participant's Account will be allocated to medical benefits.

7.4 IRREVOCABILITY OF ELECTION

A Participant may not revoke or otherwise change an election after the coverage period begins until the next election period.

ARTICLE 8

MEDICAL BENEFITS

8.1 INSURANCE COVERAGES

- (a) If elected in the Plan Specifications, a Participant may elect coverage under a health plan or health insurance Policy approved by the Administrator. The Administrator may approve from among the various coverages available, including the Employer/Sponsoring Entity's health plan and any of the following types of insurance policies:

- (i) Basic medical benefits;
 - (ii) Major medical and hospitalization benefits;
 - (iii) Dental benefits;
 - (iv) Vision care benefits;
 - (v) Prescription drug benefits;
 - (vi) Qualified Long-term care insurance;
 - (vii) Medicare Part B;
 - (viii) Medicare supplement insurance; and/or
 - (ix) Other insurance providing medical benefits.
- (b) Premiums to purchase the medical benefits coverage provided for in this Section shall be paid from Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

8.2 MEDICAL REIMBURSEMENT BENEFIT

- (a) If so elected in the Plan Specifications, the Plan will provide a Medical Reimbursement Benefit. Such benefit will pay or reimburse the Participant for Medical Expenses that are not eligible for payment under a health plan of the Employer/Sponsoring Entity, an Employer/Sponsoring Entity-provided health insurance Policy, or other plan or policy providing health coverage, including Medicare.
- (b) Payment of benefits under this Section shall be made from the Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

8.3 REQUIREMENTS

- (a) In General. The benefits provided under Section 8.2 constitute a self-insured medical reimbursement benefit under Code section 105(h). In accordance with Code section 105(a), amounts received by in Employee pursuant to Section 8.2 hereof that are attributable to Employer/Sponsoring Entity contributions are not included in the Employee's gross income if such amounts are paid directly or indirectly to the Employee to reimburse for expenses incurred by the Employee and his or her Dependents for Medical Expenses so long as the Plan is nondiscriminatory under Code Section 105(h).
- (b) Nondiscrimination Requirements. The Plan may not discriminate in favor of Highly Compensated Individuals as to eligibility to participate nor as to benefits provided under a self-insured medical reimbursement plan. For purposes of this Section, the requirements of Code sections 105(b) and 105(h) and the Regulations thereunder are incorporated by reference.

8.4 CLAIMS FOR BENEFITS

(a) In order to obtain payment of medical benefits claimed in connection with a health plan of the Employer/Sponsoring Entity, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the administrator of such health plan or by the insurance company issuing the Policy.

(b) In order to obtain payment or reimbursement of medical benefits provided under Section 8.2 hereof, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the Administrator. The Administrator may require such proper proof of claim and such evidence of the right of any person to receive a medical benefit payable as a result of incurring medical treatment of a Participant or Dependent as the Administrator may deem desirable.

(c) The Plan Administrator shall direct the Trustee to pay only those medical expenses that are submitted on acceptable claim forms with appropriate evidence of claim.

(d) The Plan Administrator's determination of Medical Expenses and the right of a person to receive payment shall be conclusive.

(e) If a participant in the Plan were to die and not have a tax dependent, the Sponsoring Entity will forward the proceeds of the account to a named beneficiary. This will only occur in the event a participant dies without a tax dependent. The recipient of the funds will receive a 1099 for said distribution. The 1099 is the responsibility of the Sponsoring Entity.

8.5 PAYMENT OF MEDICAL BENEFITS.

Medical benefits hereunder shall be paid upon the Administrator's receiving claims for medical expenses from the Participant or his or her Dependent. The Administrator shall direct the Trustee to pay claims for Medical Expenses. Participants will be required to adequately substantiate claims in accordance with procedures established by the Plan Administrator. The Administrator shall not be required to verify Medical Expenses submitted by the Participant but may rely upon an explanation of benefits from the administrator of the Employer/Sponsoring Entity's health plan or from the insurance company issuing a health insurance Policy.

8.6 LIMITATION OF BENEFITS

Medical Benefits payable under this Article are subject to the following limitations:

(a) No benefit payable to any Participant or Beneficiary shall exceed the Participant's Account Balance. In no event shall the Administrator direct the Trustee to pay amounts in excess of the Participant's Account Balance. In the event there are insufficient Trust assets to pay in full any benefit for which the Participant is otherwise eligible, neither the Administrator nor the Employer/Sponsoring Entity shall bear any liability to any Participant or Beneficiary on account of such insufficiency.

(b) The benefits provided under this Article are for the purpose of paying or reimbursing Medical Expenses not covered under Medicare, an Employer/Sponsoring Entity-provided health insurance Policy, or under any other plan of health insurance. No benefit shall be payable in connection with this Plan for which payment has been received or which may be eligible for

payment or reimbursement from any other public or private welfare benefit plan. Medical benefits payable hereunder are secondary to all medical and health coverages under which the Participant is covered.

(c) Except as required to avoid duplicate payments under this Section, the Administrator shall not be required to coordinate benefits paid with any other medical benefit program.

8.7 TERMINATION OF COVERAGE

(a) Subject to any continuation coverage requirements imposed under applicable federal or state laws, the right of a Participant to receive a Medical Benefit shall terminate upon the earliest of:

(i) The depletion of the Participant's Account Balance;

(ii) The death of the Participant;

(iii) The Participant's termination of employment unless the Participant elects to continue to maintain the Participant's Account Balance in the Plan at his or her own expense.

(iv) The termination of the plan.

(b) Subject to the terms of the Plan Specifications, in the event that amounts remain in the Participant's Employer/Sponsoring Entity Contribution Accounts after the death of the Participant, the said amount shall be available to provide the Participant's Dependents with payment or reimbursement of Medical Expenses. In the event that no Dependent survives a Participant (or after the demise of all surviving Dependents prior to exhaustion of the Participant's Account Balance), the Employer/Sponsoring Entity will forward the proceeds of the account to a named beneficiary. The beneficiary recipient of the funds will receive a 1099 for the said distribution.

ARTICLE 9

PAYMENT OF BENEFITS

9.1 TIME OF SEGREGATION OR PAYMENT

Whenever the Administrator is to direct the Trustee to make a payment before, on or as of an Anniversary Date, the payment may be made or begun on such date or as soon thereafter as is practicable. Except, however, payments for which an insurance Policy has been purchased shall not be made before the Trustee receives payment from the Insurer on any Policy or Policies issued with respect to such Participant.

9.2 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Administrator and the Employer/Sponsoring Entity, either of whom may require such Participant,

legal representative, Beneficiary, Guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Administrator.

9.3 PAYMENT FOR MINOR BENEFICIARY

In the event a payment is to be made to a minor, then the Administrator may, in the Administrator's sole discretion, direct that such payment be paid to the legal guardian, or, if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his or her residence, or to a custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Any such a payment Beneficiary shall fully discharge the Trustee, the Employer/Sponsoring Entity, and the Plan from further liability on account thereof.

9.4 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of an amount payable to a Participant or his or her Beneficiary hereunder shall, at the expiration of five (5) years after it shall become payable, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his or her Beneficiary, the amount so distributable shall remain in the Trust to be used as part of the general Trust Fund.

ARTICLE 10

AMENDMENT, TERMINATION AND MERGERS

10.1 AMENDMENT OF PLAN

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of the Plan or of the Plan Specifications. However, no such amendment shall authorize or permit any part of the corpus or income of the Trust (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to, or inure privately to individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Employer/Sponsoring Entity; and no such amendment which affects the rights, duties or responsibilities of the Administrator may be made without the Administrator's written consent. The Employer/Plan Sponsor may delegate its authority to the City Manager to expand the Covered Group to include individual or individuals who are Employees as the City Manager determines appropriate in his discretion.

10.2 TERMINATION OF SPONSORSHIP BY BMI

BMI shall have the right at any time to terminate its sponsorship of the Plan by delivering to the Employer/Sponsoring Entity and to the Administrator written notice of such termination. Upon such termination of sponsorship, the Employer/Sponsoring Entity may either terminate its

adoption of the Plan or may amend the Plan to eliminate BMI as the entity administering claims under the Plan and related documents.

10.3 TERMINATION OF ADOPTION BY EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time to terminate the Plan by delivering to the Administrator and to BMI written notice of termination. If the Plan is terminated or if there is a complete discontinuance of contributions, all amounts credited to the Employer/Sponsoring Entity Contribution Accounts of Participants shall become nonforfeitable. In the event of termination, the Administrator may direct either:

- (a) Complete distribution of the assets in the Trust Fund to the Participants or their Beneficiaries as soon as the Administrator deems it to be in the best interests of the Participants or their Beneficiaries, except, however, such distribution shall only be made: (i) pursuant to the terms of Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity; or
- (b) That any assets remaining in the Plan, after the satisfaction of all liabilities to existing Participants or their Beneficiaries, be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided, however, that such benefits shall not be provided in disproportionate amounts to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity.

Upon termination of the Plan, the Employer/Sponsoring Entity shall not receive, either directly or indirectly, a refund or other amounts or benefits, nor shall the Employer/Sponsoring Entity incur a residual liability beyond the end of the current Plan Year (other than the provision of benefits to Participants and their Beneficiaries by the Plan).

10.4 MERGER, CONSOLIDATION OR TRANSFER

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Plan on such terms and conditions as the Administrator, acting pursuant to the direction of the Employer/Sponsoring Entity, shall deem appropriate.

- (a) In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Plan to any other plan, each Participant in the Employer/Sponsoring Entity's Plan shall be entitled to receive benefits immediately after the merger, consolidation, or transfer which are equivalent to or greater than the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the merger, consolidation or transfer.
- (b) In the event that the Trustee is an institution, that corporation into which the Trustee or any successor trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor trustee may be a party, or any corporation to which all or substantially all the trust business of the Trustee or any successor

trustee may be transferred, shall be the successor of such Trustee without the filing of any instrument or performance of any further act, before any court.

ARTICLE 11

ADOPTING EMPLOYER/SPONSORING ENTITIES

11.1 ADOPTION BY OTHER ENTITIES

With the consent of the Employer/Sponsoring Entity, an unrelated Employer/Sponsoring Entity who is a party to a Collective Bargaining Agreement or an affiliate or subsidiary of the Employer/Sponsoring Entity may adopt this Plan and any or all of the provisions hereof, and

11.2 REQUIREMENTS OF ADOPTING EMPLOYER/SPONSORING ENTITY

(a) If the Plan is adopted pursuant to the terms of a Collective Bargaining Agreement, and if the Adopting Employer/Sponsoring Entity intends that this Plan comply with the requirements of section 419A(f)(5) of the Code in that it is a plan made available for adoption for groups employed by the Adopting Employer/Sponsoring Entity and eligible for adoption.

(b) Each Adopting Employer/Sponsoring Entity shall be required to use the Trustee designated in the Trust Agreement.

(c) The Administrator may, but shall not be required to, direct the Trustee to commingle, hold and invest as one Trust Fund all contributions made by Adopting Employer/Sponsoring Entity, as well as all increments thereof.

11.3 EMPLOYEE TRANSFERS

It is anticipated that an Employee may be transferred between Adopting Employer/Sponsoring Entity. In the event of any such transfer, the Employee involved shall carry with him his or her accumulated service and eligibility. No such transfer shall create a Severance hereunder, and the Adopting Employer/Sponsoring Entity to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as the Adopting Employer/Sponsoring Entity from which the Employee transferred.

11.4 CONTRIBUTIONS FOR ADOPTING EMPLOYER/SPONSORING ENTITY'S EMPLOYEES

All contributions made by an Adopting Employer/Sponsoring Entity for its Employees shall be determined separately with respect to the Participants employed by such Adopting Employer/Sponsoring Entity. Such contribution shall be paid to and held by the Trustee for the benefit of the Participants, their Dependents and Beneficiaries, subject to all the terms and conditions of this Plan. The Administrator shall keep separate records concerning the affairs of each Adopting Employer/Sponsoring Entity hereunder and as to the accounts and credits of the Participants. The Administrator may, but need not, direct the Trustee to register insurance company Policies so as to evidence that a particular Adopting Employer/Sponsoring Entity is the interested Adopting Employer/Sponsoring Entity hereunder, but in the event of a Participant's

transfer from one Adopting Employer/Sponsoring Entity to another, the Adopting Employer/Sponsoring Entity shall immediately notify the Administrator thereof.

11.5 AMENDMENT BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, its adoption of the Plan Specifications by executing a new Plan Specifications. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to inure to private individuals or for purposes other than for the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity.

11.6 DISCONTINUANCE OF PARTICIPATION BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time to discontinue its participation in the Plan by delivering to the Administrator written notice of such discontinuance. Upon such discontinuance of participation:

- (a) All amounts in the Participants' Employer/Sponsoring Entity Contribution Accounts shall be fully vested and nonforfeitable.
- (b) The Adopting Employer/Sponsoring Entity, by written notice to the Administrator, may direct that:
 - (i) The Trustee retain such assets for the Participants of said Adopting Employer/Sponsoring Entity pursuant to the provisions of the Trust. Any Trustee fees or administration fees due shall be paid from the assets of the Trust Fund on a nondiscriminatory basis to the extent not paid by the Adopting Employer/Sponsoring Entity. In no such event shall any part of the corpus or income of the Trust as it relates to such Adopting Employer/Sponsoring Entity be used or diverted to, or inure to private individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity; or
 - (ii) In the event that the Adopting Employer/Sponsoring Entity shall have established a separate plan for the benefit of its Employees, the Trustee shall transfer, deliver and assign Policies and other Trust Fund assets allocable to the Participants of such Adopting Employer/Sponsoring Entity to such new Trustee as shall have been designated by the Administrator.
- (c) In the event that the Adopting Employer/Sponsoring Entity shall fail to notify the Administrator on a timely basis as to the disposition of the assets held on behalf of the Employees of the Adopting Employer/Sponsoring Entity, the Administrator shall operate as though the Adopting Employer/Sponsoring Entity had directed the Administrator to follow the foregoing paragraph (b)(1) or (b)(2).
- (d) Any excess assets remaining in the Plan, after the satisfaction of all liabilities to current Participants or their Beneficiaries, shall be applied to provide such Participants or their

Beneficiaries with the benefits set forth in the Plan, provided that such payment shall only be made: (i) pursuant to the terms of a Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers or Highly-Compensated Employees of the Adopting Employer/Sponsoring Entity;

(e) No Adopting Employer/Sponsoring Entity shall receive a refund or additional amounts or benefits, and no Adopting Employer/Sponsoring Entity shall incur a residual liability beyond the end of the current Plan Year (other than, in the case of the Plan, the provision of benefits to Participants and their Beneficiaries).

ARTICLE 12

MISCELLANEOUS

12.1 ALIENATION

(a) Except as provided in paragraph (c) below, no benefit which shall be payable under the Plan to any person (including a Participant or his Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Administrator, except to such extent as may be required by law.

(b) In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

(c) This provision shall not apply to a "Qualified Medical Child Support Order". The Administrator shall establish a written procedure to validate the status of such orders and to administer payments thereunder.

12.2 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or by termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of assets of the Trust Fund maintained pursuant to the Plan or any funds contributed thereto, to be used for, or diverted to, or to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

12.3 ADDITIONAL REQUIREMENTS

The Plan is subject to the requirements of section 505 of the Code and shall be operated in accordance with the nondiscrimination requirements and limitations of that section and the Regulations thereunder.

12.4 APPROVAL BY INTERNAL REVENUE SERVICE

The Employer/Sponsoring Entity intends that this welfare benefit Plan and the Trust attached hereto meet the requirements of section 115 of the Code.

(a) Should the Commissioner of Internal Revenue or any delegate of the Commissioner at any time determine that the Plan and Trust fails to meet the requirements of the Code, the Employer/Sponsoring Entity will amend the Plan and Trust to maintain its qualified status.

(b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Trust, the Commissioner of Internal Revenue Service or his delegate should determine that the Trust does not initially qualify as a tax-exempt plan and trust under section 115 of the Code, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the Employer/Sponsoring Entity, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

12.5 ADMINISTRATOR'S PROTECTIVE CLAUSE

(a) Neither the Administrator nor its successor shall be responsible for the validity of any Policy issued hereunder or for the failure on the part of the insurer to make payments provided by any such Policy, or for the action of any person which may delay payment or render a Policy null and void or unenforceable in whole or in part.

(b) In the event any lawsuit, claim or proceeding is brought involving the Plan or the Trust in which the Administrator is named as a defendant, and such claim, suit, or proceeding is resolved in favor of the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred for which the Administrator shall have become liable.

12.6 INDEMNIFICATION OF AGENTS

The Administrator shall indemnify and hold harmless its appointed agents from all loss or liability (including expenses and reasonable attorneys' fees) to which such agent may be subject by reason of its execution of its duties under this Plan, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions from the Administrator, unless such loss or liability is due to the agent's gross negligence or willful misconduct. The agent is entitled to collect on the indemnity provided by this Section from the Administrator only if such amounts are not paid directly or indirectly from assets of the Trust.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust in which the agent is named as a defendant, the agent shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section, provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the agent is guilty of gross negligence or willful

misconduct with respect to the Plan, the agent shall be required to refund the indemnity payments that it has received.

12.7 GOVERNING LAW

This Plan shall be construed and enforced according to the laws of the state of domicile of the Adopting Employer/Sponsoring Entity to the extent not pre-empted by applicable federal law. The laws of such state shall govern the construction, validity and administration of the Plan, as embodied in the Plan and the Plan Specifications.

12.8 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

12.9 PROVISIONS RELATING TO INSURANCE

Any Policies purchased under this Plan shall be held subject to the following rules:

- (a) The Trustee shall be applicant and owner of any Policies issued.
- (b) A Participant shall be entitled to designate a Beneficiary under the terms of any Policy issued under the Plan. Such designation shall remain in force until revoked by the Participant, by filing a new Beneficiary designation form with the Administrator.
- (c) In the event a Participant is uninsurable or insurable at substandard rates, he or she may elect to receive a reduced amount of insurance, if available, or may waive the purchase of insurance.
- (d) All dividends or other returns received on any Policy purchased shall be applied to reduce the next premium due on such policy, or if no further premium is due, such amount shall be credited to the Fund as part of the account of the Participant for whom the policy is held.
- (e) Upon the retirement or Severance of Employment of a Participant, the Administrator shall offer the Participant the right to purchase any Policy on the life of such Participant for its cash surrender value. If the Participant shall exercise such right, the Participant's payment shall be credited to the Participant's Account Balance. If the Participant shall not exercise such right, the Administrator shall direct the Trustee to surrender the Participant's policy and credit the proceeds to his or her account for payment under the terms of the Plan.
- (f) Any insurer who shall issue Policies hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator. Regardless of any provision of this Plan, the insurer

shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Policy that it issues hereunder, or the rules of the insurer.

The Administrator shall be solely responsible to see that these insurance provisions are administered properly. If there is any conflict between the provisions of this Plan and any insurance Policies issued, the terms of this Plan will control.

12.10 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

12.11 PARTICIPANTS' RIGHTS

This Plan shall not be deemed to constitute a contract of employment between the Employer/Sponsoring Entity and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer/Sponsoring Entity or to interfere with the right of the Employer/Sponsoring Entity to discharge any Participant or Employee at any time regardless of the effect such discharge shall have upon him as a Participant of this Plan.

12.12 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Policy purchased or provided hereunder, the Plan provisions shall control.

**SPECIFICATIONS
OF YOUR
RETIREE HEALTHCARE FUNDING PLAN**

VILLAGE OF WILLOWBROOK, IL

Effective: _____

VILLAGE OF WILLOWBROOK, IL
RETIREE HEALTH CARE FUNDING PLAN
SPECIFICATIONS

TABLE OF CONTENTS

1.	SPONSORING ENTITY IDENTIFICATION	1
2.	PLAN AND TRUST IDENTIFICATION	1
3.	DEFINITIONS.....	1
4.	ELIGIBILITY REQUIREMENTS	2
5.	CONTRIBUTIONS AND ACCOUNTS	2
6.	MEDICAL BENEFITS	2
7.	EARNED BENEFITS AND FORFEITURES	3

VILLAGE OF WILLOWBROOK, IL

RETIREE HEALTH CARE FUNDING PLAN

SPECIFICATIONS

The undersigned hereby adopts the Village of Willowbrook, IL Retiree Healthcare Funding Plan ("Plan") and the Village of Willowbrook, IL Retiree Healthcare Funding Trust ("Trust") for the benefit of Eligible Employees, their Dependents and Beneficiaries under the provisions of these specifications. The definitions set forth in the Plan and Trust shall apply herein unless the context requires otherwise.

1. SPONSORING ENTITY IDENTIFICATION

Name and Address: Village of Willowbrook, IL
835 Midway Drive
Willowbrook, IL 60527

(a) Contact Person: Nick Volek
Phone No.: _____
Email: nvolek@gmail.com

(b) Trust Type: Section 115 Plan

(c) Tax Identification No.: 36-6097046

Predecessor Sponsoring Entity: None

2. PLAN AND TRUST IDENTIFICATION

(a) Name of Plan: **VILLAGE OF WILLOWBROOK, IL RETIREE HEALTHCARE FUNDING PLAN**

(b) Name of Trust: **VILLAGE OF WILLOWBROOK, IL RETIREE HEALTHCARE FUNDING TRUST**

(c) Collectively Bargained Plan:

3. DEFINITIONS

(a) **Plan Administrator.** The Plan Administrator of the Plan shall be **Babbitt Municipalities Inc/ Joel J. Babbitt**.

(b) **Effective Date.** The Effective Date of the Plan is January 1, 2024.

- (c) **Compensation.** Compensation (as defined in the Plan) shall be determined on the basis of the calendar year.
- (d) **Separation of Service.** Any separation of service including furlough or application of FMLA.
- (e) **Plan Year.** The Plan Year shall be the 12-month period commencing on January 1 and ending on December 31.
- (f) **Coverage Period.** The period for which Participant elections, if applicable, are valid under this Plan shall be the calendar year.

4. **ELIGIBILITY REQUIREMENTS**

- (a) **Covered Group Requirement. Entry Date.** An Employee's Entry Date shall be the following date an Employee meets the eligibility requirements.

5. **CONTRIBUTIONS**

Contributions. Contributions shall be made pursuant to the collective bargaining and/or agreements covering Employees. (As shown on Exhibit A.)

6. **MEDICAL BENEFITS**

A Participant may be eligible to be reimbursed for the payment of medical benefits (as specified in the Plan) or for the purchase of insurance made available under the Plan.

- (a) Following retirement, a Participant may, as specified in writing by the Trustee, be eligible to be reimbursed for the following benefits as permitted by applicable law:

Premiums

- Medicare Part B coverage (or other Medicare premiums)
- Medicare-supplement ("Medigap") insurance
- COBRA continuation coverage
- Other health insurance approved by the Administrator, including any post-retirement medical plan sponsored by the Sponsoring Entity
- Dental coverage
- Vision care coverage
- Prescription drug coverage
- Qualified long-term care insurance

As permitted by the Plan and applicable law, reimbursement of out-of-pocket medical expenses such as deductibles, co-pays, prescription drugs, eyeglasses, dental work, hearing aids, etc.

7. **EARNED BENEFITS AND FORFEITURES**

- (a) **Earning of Benefit Rights.** Benefits shall be earned pursuant to written rules established by the Trustee.

SPONSORING ENTITY

These Specifications and the corresponding provisions of the Plan and Trust documents are approved and adopted by the Sponsoring Entity on _____, 20__.

Signature: _____

Title: _____

EXHIBIT A

SCHEDULE OF SPONSORING ENTITY CONTRIBUTIONS

Eligible Participants:	All sworn police officers employed by the Village of Willowbrook who are covered by a collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council
Mandatory Payroll Contribution:	(a) For bargaining unit members who have completed 2 years or more of service, until completion of 8 years of service, 2% of base pay, commencing January 1, 2024 (b) For bargaining unit members who have completed 8 years or more of service, 3% of base pay, commencing January 1, 2024

EXHIBIT B

115 TRUST AGREEMENT RETIREE HEALTHCARE FUNDING PLAN

**115 TRUST AGREEMENT
RETIREE HEALTHCARE FUNDING PLAN**

Village of Willowbrook, IL

Effective Date: _____

**VILLAGE OF WILLOWBROOK, IL
RETIREE HEALTHCARE FUNDING PLAN**

115 TRUST AGREEMENT

TABLE OF CONTENTS

ARTICLE I	TRUST AND TRUST FUND	1
	1.1 NAME OF TRUST	1
	1.2 TRUST FUND	2
	1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS	2
ARTICLE II	PLAN.....	2
	2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE.....	2
ARTICLE III	ADMINISTRATOR.....	2
	3.1 APPOINTMENT OF ADMINISTRATOR	2
	3.2 DIRECTIONS TO TRUSTEE	2
	3.3 DETERMINATION OF INTERESTS	3
ARTICLE IV	CONTRIBUTIONS.....	3
	4.1 RECEIPT OF CONTRIBUTIONS	3
ARTICLE V	TRUSTEE.....	3
	5.1 APPOINTMENT OF TRUSTEE.....	3
	5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE.....	4
	5.3 OTHER POWERS OF THE TRUSTEE.....	5
	5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS	7
	5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES.....	7
	5.6 PAYMENT OF EXPENSES	7
	5.7 VALUATION OF THE TRUST FUND.....	7
	5.8 METHOD OF VALUATION	7
	5.9 ANNUAL REPORT OF THE TRUSTEE	8
	5.10 AUDIT	8
	5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE.....	9
ARTICLE VI	AMENDMENT, TERMINATION AND MERGERS.....	10
	6.1 AMENDMENT	10
	6.2 TERMINATION OF TRUST BY NAME.....	10
	6.3 MERGER, CONSOLIDATION OR TRANSFER	10
	6.4 TRANSFER OF INTEREST	11
ARTICLE VII	MISCELLANEOUS.....	11
	7.1 QUALIFIED TRUST	11
	7.2 PARTICIPANTS' RIGHTS	11
	7.3 ALIENATION.....	12
	7.4 CONSTRUCTION OF AGREEMENT.....	12

TABLE OF CONTENTS
(continued)

	Page
7.5 GENDER AND NUMBER.....	12
7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT	12
7.7 BONDING.....	12
7.8 ERRORS AND OMISSIONS.....	13
7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE.....	13
7.10 INSURER'S PROTECTIVE CLAUSE.....	13
7.11 INDEMNIFICATION OF TRUSTEE.....	13
7.12 LIMITATION OF TRUSTEE'S LIABILITY	14
7.13 RECEIPT AND RELEASE FOR PAYMENTS.....	14
7.14 HEADINGS.....	14
ARTICLE VIII EXECUTION	15
8.1 SIGNATURES	15

**VILLAGE OF WILLOWBROOK, IL
RETIREE HEALTHCARE FUNDING**

115 TRUST AGREEMENT

THIS AGREEMENT is hereby established by Village of Willowbrook, IL

WITNESSETH THAT:

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the Village of Willowbrook, IL has previously or concurrently adopted the Village of Willowbrook, IL Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 115 of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

ARTICLE I

TRUST AND TRUST FUND

1.1 NAME OF TRUST

This Trust shall be entitled Village of Willowbrook, IL Retiree Healthcare Funding Plan 115 Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

ARTICLE II

PLAN

2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

ARTICLE III

ADMINISTRATOR

3.1 APPOINTMENT OF ADMINISTRATOR

Babbitt Municipalities, Inc. is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

3.2 DIRECTIONS TO TRUSTEE

- (a) All directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.
- (b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

ARTICLE IV

CONTRIBUTIONS

4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

ARTICLE V

TRUSTEE

5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

- (a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with any "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;
- (b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;
- (c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with any "Funding Policy and Method", the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

- (a) to apply for, own, and pay premiums on life insurance Contracts or Policies;
- (b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable.
- (c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.
- (d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee's fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.
- (e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same.
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;
- (f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

- (i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);
- (j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;
- (k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;
- (l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-1 promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;
- (o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

- (p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 115 trust as permitted by the Code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they

were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

- (a) the net income, or loss, of the Trust Fund;
- (b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (c) the increase, or decrease, in the value of the Trust Fund;
- (d) all payments and distributions made from the Trust Fund; and
- (e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

5.10 AUDIT

- (a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:
 - (1) statement of the assets and liabilities of the Plan;
 - (2) statement of changes in net assets available to the Plan;

- (3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;
- (4) a list of all leases in default or uncollectible during the Plan Year;
- (5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and
- (6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

- (b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

- (a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.
- (b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.
- (c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.
- (d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the

estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

- (e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

ARTICLE VI

AMENDMENT, TERMINATION AND MERGERS

6.1 AMENDMENT

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement.

6.2 TERMINATION OF TRUST BY PARTY(S)

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

6.3 MERGER, CONSOLIDATION OR TRANSFER

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by the Code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the

requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 115. The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

ARTICLE VII

MISCELLANEOUS

7.1 QUALIFIED TRUST

- (a) The Trust is intended to continue to qualify and to be tax exempt under the governmental authority provided by IRC Section 115, as amended from time to time.
- (b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person,

nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be \$1,000 and the maximum bond, \$500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

7.13 RECEIPT AND RELEASE FOR PAYMENTS

- (a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.
- (b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

ARTICLE VIII

EXECUTION

8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this ____ day of _____, 20__.

(a) Signed by: _____

Title: _____

Signature: _____

EXHIBIT C

ADMINISTRATIVE SERVICES AGREEMENT

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") between BABBITT MUNICIPALITIES, INC, CHICAGO, IL ("BMI") and VILLAGE OF WILLOWBROOK, IL (the "Sponsoring Entity") sets forth the basis on which BMI agrees to provide certain services with respect to the Sponsoring Entity's employee benefit plan known as the Village of Willowbrook, IL Retirement Healthcare Funding Plan (RHFP) Plan (the "Plan").

PURPOSE

The Plan provides for the payment of various health and welfare expenses for eligible employees of the Sponsoring Entity. The Sponsoring Entity desires that BMI provide certain services relating to the Plan. Accordingly, the Sponsoring Entity and BMI now wish to enter into an agreement to provide for these services, as set forth in this Agreement.

ARTICLE I

RESPONSIBILITIES OF THE SPONSORING ENTITY

The Sponsoring Entity has the responsibilities and duties outlined in this Article I below:

- 1.01 **Interpret the Plan and Determine Participant Eligibility and Benefit Entitlement.** As Plan Sponsor and Plan Administrator, the Sponsoring Entity possesses the ultimate authority to interpret the Plan for decisions involving eligibility for Plan participation, termination of Plan participation, and the calculation and payment of benefits to Plan participants. Nevertheless, the Sponsoring Entity will not direct BMI to take any action that would violate federal or state laws.
- 1.02 **Fund Plan Benefits and Pay Plan Expenses.** The Sponsoring Entity is solely responsible for the funding of benefits under the Plan. Ordinary Plan expenses shall be paid from the administration fee and investment contract funds. Extraordinary expenses such as fees of legal counsel, actuaries, accountants, trustees, auditors, health consultants, or other professionals appointed by the Sponsoring Entity or required in connection with the Plan shall be paid by the party that incurs the expense.
- 1.03 **Control Plan Assets.** The Sponsoring Entity has complete authority regarding the investment, management, and use of Plan assets, and BMI neither has nor is deemed to exercise any authority, control, or discretion over Plan assets.
- 1.04 **Amend and Terminate the Plan.** The Sponsoring Entity has complete discretion for all decisions involving the establishment, amendment, and termination of the Plan.

- 1.05 **Fulfill Legal Obligations of the Plan.** The Sponsoring Entity possesses the ultimate authority and responsibility for the Plan's compliance with and all applicable laws and regulations. Depending on the terms agreed to by the parties, BMI may assist in preparing filing reports and performing discrimination testing. See Section 2.13 to determine whether or not BMI will provide such services.
- 1.06 **Appoint Necessary Advisors.** The Sponsoring, Employer, BMI or the Plan may appoint necessary advisors, whether individuals or entities, to assist in the administration of the Plan. This may include legal counsel, actuaries, accountants, auditors, health consultants, and other professionals required by the Sponsoring Employer, the Plan or BMI. The entity that incurs the expense will pay the expenses associated with these appointments if not mutually agreed to on a prior basis. BMI will consult with the Sponsoring Employer whether such expenses are extraordinary Plan Expenses under Section 1.02, prior to incursion.

ARTICLE II

RESPONSIBILITIES OF BMI

BMI has the responsibilities and duties outlined in this Article II below:

- 2.01 **Provide Certain Plan-Related Documents.** BMI will provide the following documents relating to the Plan for the Sponsoring Entity's review and approval:
- RHFP Plan Document (Welfare Benefit Plan)
RHFP Trust Agreement
Specifications
- 2.02 **Establish Trust and Help Select Trustee.** BMI will assist the Sponsoring Entity in selecting a trustee for the trust.
- 2.03 **Arrange for Insurance Coverage That is Selected by Sponsoring Entity.** BMI will assist the Sponsoring Entity in performing the administrative tasks necessary to identify and procure the insurance coverages, if any, that will be offered under the Plan.
- 2.04 **Coordinate With Service Providers.** BMI will coordinate the Plan's interactions with the various providers of services and products, including trustees, record keepers, investment advisors, product vendors, and legal, accounting, actuarial, and other service providers as necessary to carry out its duties and responsibilities under this Agreement.
- 2.05 **Coordinate Enrollment Meetings and Participant Communications.** BMI will organize and coordinate enrollment meetings with Sponsoring Entity's employees. BMI will also coordinate communication between such employees and the Plan.
- 2.06 **Evaluate Claims for Benefits.** BMI will review and evaluate all benefit claims submitted by participants, in accordance with the terms of the Plan. When BMI deems that further evaluation of a benefit claim is necessary, BMI may recommend that the

Sponsoring Entity engage the services of legal counsel, actuaries, accountants, auditors, health consultants or other professionals at Sponsoring Entity's cost.

- 2.07 **Process Payments.** At the direction of the Sponsoring Entity, BMI will prepare payment from the trust to the provider or insurance issuer for claims payable under the Plan.
- 2.08 **Maintain Relevant Records; Make Records Available for Inspection.** BMI will maintain reasonable records regarding its administration of the Plan. BMI will ensure that the Sponsoring Entity may, if it so desires, periodically inspect all relevant records relating to the administration of the Plan. Such inspections may be done at a mutually agreeable time for the parties.
- 2.09 **Accuracy of Information.** The Sponsoring Entity understands and agrees that in order for BMI to fulfill its duties under the Agreement, BMI will need to rely on the oral and written statements of the Sponsoring Entity, officers, directors, employees, and agents of the Sponsoring Entity, Plan participants, Plan advisors, and Plan service providers. BMI is not responsible for verifying the accuracy of such information. The Sponsoring Entity agrees to hold harmless BMI for any loss or damage to the Plan or the Sponsoring Entity resulting from BMI's good faith reliance on such information.
- 2.10 **Provide Quarterly Reports.** BMI will submit to the Sponsoring Entity a quarterly accounting of all payments made from the Plan's trust.
- 2.11 **Assist With Plan Amendments.** BMI will provide advice to the Sponsoring Entity on possible revisions to the Plan's terms and benefits, and will assist in preparing any such amendments elected by the Sponsoring Entity.
- 2.12 **Maintain Confidentiality.** BMI will comply with the HIPAA Privacy Rules and keep confidential all individually identifiable personal health information relating to Plan participants. BMI will not disclose such personal information, except as required by law or as necessary for the administration of the Plan. If the Sponsoring Entity is deemed to be a covered entity under HIPAA, then BMI will execute a business associate agreement with the Sponsoring Entity.
- 2.13 **Outsource Certain Tasks.** BMI may utilize the services of any outside professional in performing of its responsibilities under the agreement. BMI bears the same responsibility for any services rendered by an outside professional on behalf of the Plan as BMI would if BMI had rendered the services itself.
- 2.14 **Express Limitations on Responsibilities of BMI.** Except for the duties and responsibilities expressly set forth in this Agreement, BMI does not assume any other obligations related to the Plan or the Sponsoring Entity. This limitation on the responsibilities of BMI includes, but is not limited to, the following
 - a. BMI does not have any discretionary authority or control over the design, management, or operation of the Plan and is neither a sponsor nor a fiduciary under the Plan. BMI may assist the Sponsoring Entity with, but does not assume

responsibility for, operating the Plan in compliance with applicable state and federal laws and regulations.

- b. BMI is not a trustee of the Plan.
- c. BMI does not and will not render investment advice to the Plan.
- d. Except as directed by the Sponsoring Entity, BMI does not have access to Plan assets and BMI is not responsible for verifying the existence of Plan assets.
- e. BMI does not pay benefits, provide insurance for benefits or control the circumstances under which an excess loss insurer will provide insurance for benefits.

ARTICLE III

FEES FOR SERVICES

- 3.01 **Fee Schedule.** There are no fees paid by the Sponsoring Entity.

ARTICLE IV

EFFECTIVE DATES OF AGREEMENT

- 4.01 **Effective Date/Term.** This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.
- 4.02 **Year to Year Renewal.** This Agreement will automatically be renewed for one year periods unless terminated by BMI or the Sponsoring Entity upon written notice of not less than sixty (60) days prior to the end of the current expiration date.
- 4.03 **Termination of Agreement by Either Party Without Cause.** This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice to the other party.
- 4.04 **Termination of Agreement by Either Party with Cause.** This Agreement may also be terminated by either party with 14 days written notice, if either party fails to materially comply with the terms of this Agreement, has engaged in any illegal activity or a petition under bankruptcy laws is filed by or against the Sponsoring Entity or BMI. Parties will have 14 days to correct a breach upon notification prior to termination. An extension of this period of not more than 14 days may be allowed if the breach cannot be reasonably cured with the 14 days provided agreed upon by both parties.

ARTICLE V

LIABILITY AND INDEMNITY

- 5.01 **Limitation on Liability.** BMI does not insure nor underwrite the liability of the Sponsoring Entity under the Plan. The Sponsoring Entity retains the ultimate responsibility for all claims made under the Plan and all expenses incident to the Plan, except as specifically assumed in this Agreement by BMI.
- 5.02 **Gross Indemnification.** The Sponsoring Entity agrees to indemnify and hold harmless BMI and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of BMI or any of its directors, officers, agents or employees.

BMI agrees to indemnify and hold harmless the Sponsoring Entity and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of the Sponsoring Entity or any of its directors, officers, agents or employees.

- 5.03 **Proof of Insurance.** BMI will provide to the Sponsoring Entity Proof of Liability Insurance and Errors and Omissions coverage on an annual basis.

ARTICLE VI

MISCELLANEOUS

- 6.01 **Headings.** The section headings used throughout the Agreement are for convenience of reference only, and will not be construed to explain or modify the construction or meaning of the Agreement.
- 6.02 **Severability.** In the event that any portion of this Agreement is invalidated by a court of competent jurisdiction, the remainder of the Agreement will be given effect to the maximum extent possible.
- 6.03 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior negotiations are merged into this Agreement. No oral agreements or understanding will be binding on either of the parties.

- 6.05 **Applicable Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Illinois.
- 6.06 **No Third Party Beneficiaries.** Only parties to this Agreement shall gain any rights to enforce any provision of this Agreement.
- 6.07 **Non-Assignment.** This Agreement is binding on the parties' legal successors and heirs. This Agreement may not be assigned by either party without the prior written approval of an officer of the other party.
- 6.08 **Revisions to the Agreement.** This Agreement may be revised at any time by written agreement signed by both parties, except as otherwise provided herein.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

FOR THE SPONSORING ENTITY:

By _____

Title _____

Date _____

FOR BMI:

By _____

Title _____

Date _____

739668-1

**SUMMARY PLAN DESCRIPTION
OF YOUR
RETIREE HEALTHCARE FUNDING PLAN**

Village of Willowbrook, IL Retiree Healthcare Funding Trust & Plan

Table of Contents

INTRODUCTION	4
FREQUENTLY ASKED QUESTIONS	5
DEFINITIONS	6
Administrator or "Plan Administrator"	6
Collective Bargaining Agreement	6
Dependent	6
Disability	7
Employee	7
Employer	7
Fund or Trust Fund	7
Medical Expense	7
Participant	7
Plan	7
Plan Year	7
Trustee	7
ELIGIBILITY	8
CONTRIBUTIONS	8
ELIGIBILITY FOR MEDICAL BENEFITS	8
ELECTIONS	8
ELECTION PROCEDURES	8
MEDICAL BENEFITS	8
BENEFITS	8
MEDICAL REIMBURSEMENT BENEFIT	8
CLAIMS FOR BENEFITS	9
PAYMENT OF MEDICAL BENEFITS	9
LIMITATION OF BENEFITS	9
TERMINATION OF COVERAGE	9
CLAIM PROCEDURES	10
CLAIM PROCEDURES	10
REVIEW PROCEDURES	10
APPEAL PROCEDURES	10

PRIVACY NOTICE	11
NON-PUBLIC PERSONAL INFORMATION	11
DISCLOSURE OF INFORMATION	11
SECURITY	11
PLAN INFORMATION	11
PLAN NAME	11
TYPE OF PLAN	11
PLAN YEAR	12
ADMINSTRATOR and AGENT FOR SERVICE OF PROCESS	12

INTRODUCTION

Village of Willowbrook, IL has created the Village of Willowbrook, IL Retiree Healthcare Funding Trust & Plan (herein referred to as the "Plan"). This plan has been adopted to provide health and welfare benefits for Participants and their eligible Dependents. It is intended that this Plan and the Trust constitute a trust subject to section 115.

This Summary Plan Description (SPD) describes generally the eligibility and benefit provisions of the Plan. There is a separate more detailed Plan Document available upon request. If there is a conflict between the language of this SPD and the Plan Document, the Plan Document controls.

FREQUENTLY ASKED QUESTIONS

1. What is the Trust?

The Trust Fund is the post-employment trust fund set up to provide medical benefits to retired employees (and their dependents) that performed work under the jurisdiction. The plan can cover both members covered by a collectively bargaining agreement and non-represented employees.

2. What is the Trust Agreement?

The Trust Agreement is the legal document under which the Trust Fund was created.

3. What is the Plan Document?

The Plan Document is the legal document that describes the eligibility and participation requirements, covered benefits and the payment of claims.

4. What is the Summary Plan Document?

The Summary Plan Document is a condensed version of the Plan Document.

5. Who administers the Plan?

The Plan is administered through Babbitt Municipalities Incorporated (BMI). All claims are processed by BMI. All plan assets are held in custody by Transamerica Retirement Solutions. Trust Services are provided by State Street Bank and Trust.

6. Who pays the costs of maintaining the Plan?

Participants pay the costs associated with the plan. Costs are included into the investment expense ratios of the investment options offered.

7. What happens to the contributions paid on my behalf?

The contributions are deposited into the Trust Fund. All funds are deposited into an account that the participant controls.

8. When must I enroll in the Plan?

Your enrollment is automatic.

9. When am I eligible for Plan benefits?

You become eligible for Plan benefits when you separate service or are furloughed from sponsoring employer.

10. What medical benefits are covered by the Plan Document?

The covered expenses include insurance premium that is not claimed under another tax-free/pre-tax program, physician's and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care; Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.

11. How do I make a claim for benefits?

To obtain payment or reimbursement of an individually purchased insurance policy or medical benefit, complete and file the claim form provided by the Administrator. The Administrator will require the proper proof of a claim. Claims are submitted online at www.nesdallenefits.org and navigate to Resources and Forms.

12. When is my claim form due?

Claim for benefit forms should be submitted to the Administrator within ninety (90) days after the end of the Plan Year in which the expense was incurred. The Plan Year ends on December 31. The claim forms are due by March of the next year. In no circumstances can a claim be made after the end of the calendar following the year in which the expense is incurred.

DEFINITIONS

Administrator or "Plan Administrator" means the individual, entity or group designated by the plan sponsor to administer the Plan.

Collective Bargaining Agreement means an agreement between the Village of Willowbrook, IL and any applicable union.

Dependent means, with respect to any Participant:

1. The Participant's spouse;
2. A child of the Participant or the Participant's spouse (including a child placed for adoption with or under legal guardianship of the Participant or spouse) who is unmarried and is less than 19 years of age or is less than 25 years of age and is a full-time student at an accredited educational institution during at least five (5) months of the calendar year. The age requirement is waived for any child who is mentally or physically disabled prior to age 19, is incapable of self-sustaining employment and who is a "dependent" of the Participant within the meaning of Section 152 of the Code.

3. Any other person that the Administrator, relying on information furnished by the Participant, in good faith determines to meet the definition of a dependent within the meaning of Section 152(a) of the Code.

Disability means a physical or mental condition of a Participant expected to last for a continuous period of not less than twelve (12) months, resulting from bodily injury, disease, or mental disorder which renders the Employee incapable of engaging in or continuing his or her usual and customary employment. A licensed physician selected by the Administrator shall determine the Disability of a Participant. The determination shall be applied uniformly to all Participants.

Employee means any employee that is not covered by a union and/or a bargaining unit person employed by an Employer who is required by a collective bargaining agreement to make contributions to the Trust Fund and non-bargaining unit employees of Employers who sign a participation agreement. The term "Employee" does not include an independent contractor or leased employee.

Employer means any employer required by a collective bargaining agreement or participation agreement to make contributions on behalf of its employees to the Trust Fund. This plan may also cover employees who are contributing as a condition of employment that are not represented by a union.

Fund or Trust Fund means the assets of the Plan held in trust, as the same shall exist from time to time, including earnings and appreciation thereon.

Medical Expense means any expense paid for medical care of a Participant and his or her spouse and other Dependents within the meaning of Section 213 of the Internal Revenue Code. Such expenses include physician's and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care, Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.

Participant means any Employee who has an Accumulated enough hours to be eligible.

Plan means the Plan adopted herein by the Trustees and the separate Trust Agreement, including all amendments thereto, all of which are incorporated by reference and made a part hereof.

Plan Year means the Plan's accounting year of twelve (12) consecutive months ending December 31.

Trustee means the person or persons named or appointed as Trustee under the Trust Agreement.

ELIGIBILITY

CONTRIBUTIONS

The Employer shall make contributions to the Trust Fund pursuant to the applicable collective bargaining agreements or participation agreements. The Administrator will credit the contributions to the Employee's Account Balance.

ELIGIBILITY FOR MEDICAL BENEFITS

Upon separation from the Village of Willowbrook, IL.

ELECTIONS

ELECTION PROCEDURES

Eligible participants are automatically enrolled.

MEDICAL BENEFITS

BENEFITS

A Participant may elect coverage under a personally purchased health plan or the Employer's health plan and any of the following types of insurance policies:

1. Basic medical benefits;
2. Major medical and hospitalization benefits;
3. Dental benefits;
4. Vision care benefits;
5. Prescription drug benefits;
6. Qualified long term care insurance;
7. Medicare Part B;
8. Medicare supplement insurance; and/or
9. Other insurance providing medical benefits.

Reimbursement will be made monthly up to the amount that has been determined for that year by the trustees to be actuarially supportable.

MEDICAL REIMBURSEMENT BENEFIT

If a participant shows evidence that they have no reimbursable premium, the Plan will provide a medical reimbursement benefit up to the monthly amount that has been determined annually by the trustees. Claims shall be submitted quarterly. Such benefit will pay or reimburse the Participant for Medical Expenses that are not eligible for payment under a health plan of the Employer, a health insurance policy, or other plan or policy providing health coverage, including Medicare.

CLAIMS FOR BENEFITS

1. To obtain payment of medical benefits claimed in connection with a health plan of the Employer, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by such health plan within ninety (90) days after the Plan Year.
2. To obtain payment or reimbursement of medical benefits, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the Administrator within ninety (90) days after the Plan Year. The Administrator may require such proper proof of claim and such evidence of the right of any person to receive a medical benefit payable as a result of incurring medical treatment of a Participant or Dependent as the Administrator may deem desirable. Under special circumstance claims may be submitted and paid after this date at the discretion of the Administrator but in no circumstances beyond the end of the plan year following the calendar year in which the expense was incurred.
3. The Plan Administrator will pay only those medical expenses that are submitted on acceptable claim forms with appropriate evidence of claim.
4. The Trustee's determination of Medical Expenses and the right of a person to receive payment shall be conclusive.

PAYMENT OF MEDICAL BENEFITS.

Medical benefits will be paid upon the Administrator's receiving claims for medical expenses from the Participant or his or her Dependent. Participants will be required to adequately substantiate claims in accordance with procedures established by the Plan Administrator. The Administrator shall not be required to verify Medical Expenses submitted by the Participant but may rely upon an explanation of benefits from the administrator of the Employer's health plan or from the insurance company issuing a health insurance Policy.

LIMITATION OF BENEFITS

Medical Benefits payable under this Article are subject to the following limitations:

1. The benefits provided are for the purpose of paying or reimbursing Medical Expenses not covered under Medicare, an Employer-provided health insurance Policy, or under any other plan of health insurance. No benefit shall be payable in connection with this Plan for which payment has been received or which may be eligible for payment or reimbursement from any other public or private welfare benefit plan. Medical benefits payable hereunder are secondary to all medical and health coverages under which the Participant is covered.
2. Except as required to avoid duplicate payments, the Administrator shall not be required to coordinate benefits paid with any other medical benefit program.
3. Benefits are payable to the extent of any funds remaining in your account.

TERMINATION OF COVERAGE

Subject to any continuation coverage requirements imposed under applicable federal or state laws, the right of a Participant to receive a Medical Benefit shall terminate upon the latest of:

1. The death of the Participant.
2. The death of the last dependent extant on the final tax return of the decedent participant.
3. The termination of the plan.

In the event that no Dependent survives a Participant (or after the demise of all surviving Dependents) any remaining benefit will be paid to a named beneficiary.

CLAIM PROCEDURES

CLAIM PROCEDURES

Claims for benefits under the Plan must be filed with the Administrator on forms supplied by the Administrator within 90 days following the end of the Plan Year (December 31) in which the expense was incurred. Claims submitted after this period will not be eligible for payment. If an application for benefits is made, the Administrator shall accept, reject or modify such request. Written notice of the disposition of a claim shall be furnished to the claimant. Each notice to claimant for denial of benefits will include the following:

1. The specific reason for the adverse determination.
2. Reference to the specific plan provisions, internal rule, guideline, protocol or other similar criterion on which the adverse determination is based. If the reference is to a medical necessity or experimental treatment or similar exclusion, an explanation of the scientific or clinical judgment for the adverse determination shall be provided.
3. A description of any additional information necessary for the claimant to provide and the reason for the request for such information.
4. A description of the plan's review procedures.

REVIEW PROCEDURES

Within sixty (60) days after the date on which a claimant receives written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such claimant (or his or her duly authorized representative) may:

1. File a written request with the Administrator for a review of the denied claim.
2. Submit written issues and comments to the Administrator, including all additional information requested by the Administrator.
3. Have reasonable access to all information related to the denied claim. If copies are requested, the copies shall be provided to the claimant at no cost.
4. Any review of the denied claim must consider all information presented in making the determination of the claim.

APPEAL PROCEDURES

Within one hundred eighty (180) days after the date on which a claimant receives a written notice of a denied claim, such claimant (or his or her duly authorized representative) may appeal the adverse determination. The Administrator will notify the claimant not later than thirty (30) days after the determination. The claimant may make a final appeal (request for review of determination) to the Trustee. The Trustee shall make a final decision as to the allowance of the claim within sixty (60) days of receipt of the appeal [unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period]. Such communication shall be

written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

PRIVACY NOTICE

The information listed below is to advise you of the privacy policy of the Fund and to help you understand the types of non-public personal information that it collects about you, how that information is collected, and to whom that information is or may be disclosed.

NON-PUBLIC PERSONAL INFORMATION

Non-public personal information is information that identifies an individual or could be used to identify an individual and includes both personal financial information, such as payment history, policy number and social security number; and personal health information, such as medical history, medical records, and claims. It is necessary for the Fund and its Administrator to collect personal information in order to accurately identify you, service your account, and administer its normal business operations. Some of the sources from which information is gathered are you, your application, transactions that you conduct with us or our administrator and health care providers.

DISCLOSURE OF INFORMATION

The Fund or its Administrators may disclose this information to non-affiliated third parties, as permitted by law, in order to administer its business functions. There will be no disclosure of your personal financial information to non-affiliated third parties (except as permitted by law), unless you first are offered an opportunity to "opt-out" of such disclosure, or unless you provide a written authorization, as may be required by applicable state law. There will be no disclosure of your personal health information to non-affiliated third parties (except as permitted by law), unless you first provide a written authorization.

Non-public personal information regarding a spouse or dependent children will be disclosed to the covered employee (or the covered former employee) in the form of an explanation of benefits when a claim is processed.

SECURITY

The Fund and its administrator maintain procedural and electronic safeguards to protect the confidentiality of the non-public personal information that it obtains. Access to personal information is restricted to only those employees and service providers who need this information to provide products and service to you. The Fund and its Administrator will continue to abide by this policy even when a customer relationship no longer exists.

PLAN INFORMATION

PLAN NAME

This Plan is known as Village of Willowbrook, IL Retiree Healthcare Funding Plan & Trust.

TYPE OF PLAN

The Plan and Trust constitute an IRC Section 115 Trust.

PLAN YEAR

The Plan Year for purposes of maintaining records and filing various governmental reports is the twelve (12) month period beginning January 1 and ending December 31.

ADMINISTRATOR and AGENT FOR SERVICE OF PROCESS

Joel J. Babbitt, CLU

Plan Administrator

1701 E. Lake Avenue, Suite 400

Glenview, IL 60025

If there are legal disputes regarding the Plan, any legal documents may also be served the Administrator or the Trustees.

Account # **VB98198**

Voluntary Employee Benefit Association Plans

Transamerica Retirement Solutions, LLC

Services Agreement

For: Illinois Public Pension Fund Association

**Transamerica Retirement Solutions, LLC
Services Agreement
Voluntary Employee Benefit Association Plans**

This Agreement is made among Transamerica Retirement Solutions, LLC ("Transamerica"), Babbitt Municipalities, Inc. ("BMI") and Illinois Public Pension Fund Association (the "Plan Sponsor"). Under this Agreement Transamerica will provide administrative services for the entities who adopt the Retiree Healthcare Funding Plan (the "Plan") sponsored by the Plan Sponsor. This Agreement is effective March 1, 2017.

All services listed in Section I are standard features for which there are no separate additional charges (see attached Fee Schedule). For all services listed in Section II see the attached Fee Schedule.

I. Basic Recordkeeping and General Administrative Services

- Transition from Prior Recordkeeper *(including Implementation Schedule)*
- Installation and Maintenance of Participant and Plan Level Records
- Assistance in preparation of contributions via electronic file
- Daily Transaction Processing
 - Remittances
 - Telephone/Internet Transfers*
 - Withdrawals
 - Telephone/Internet Investment Allocation
 - Changes
- Language Line *(140+ languages)*
- Payments (to BMI)
- Transaction Confirmations
- Quarterly Statements
 - Mailed to Participant homes
 - Plan level
- Wide variety of Transamerica's investment options
- Communications
 - Plan Sponsor:
 - Investment performance updates
 - Toll-free telephone/Internet access
 - Participant:
 - Toll-free line/Internet access
 - Account information
 - Investment share/unit values
 - Investment fund information

II Additional Recordkeeping and General Administrative Services

- Recordkeeping and general administrative services as elected in writing by the Plan Sponsor, and agreed to by Transamerica. (Please see Fee Schedule attached.)

III. GENERAL PROVISIONS

1. Transamerica's Responsibilities. Transamerica will provide such documents, reports and other materials, as elected by the Plan Sponsor, on a timely and accurate basis. Transamerica will provide to the Plan Sponsor all forms and procedures that may be necessary for the Plan Sponsor to provide data and other information to Transamerica in accordance with the services specified herein. Transamerica is not responsible for the services provided by BMI, including those provided in item 3 below, and for the performance of such services Transamerica is providing until and unless such information as requested is provided in good order. The Plan Sponsor agrees that Transamerica may identify the Plan Sponsor's name and logo in Transamerica's current client list and that such list may be circulated in marketing materials used with third parties. Nothing in this Agreement shall intend that Transamerica shall be or become the Plan Administrator or other fiduciary to the Plan or a party to the Plan or trust by virtue of this Agreement. Transamerica reserves the right to enter into sub-contracts or other agreements for the Services to be performed hereunder. Services provided are for clients of BMI and BMI has disclosed to those entities any applicable fees for services provided by BMI, and has disclosed that Transamerica is providing certain services under this Agreement.

2. Plan Sponsor's Authority and Responsibilities. The Plan Sponsor represents that it is authorized to act for the Plan and to engage agents in this capacity to assist in the performance of administrative duties. All work performed by Transamerica pursuant to this Agreement is for review and execution by the Plan Sponsor or, where appropriate, the Plan Trustee, BMI or legal counsel for such persons. The Plan Sponsor understands that under this Agreement Transamerica does not provide tax, investment or legal advice and does not exercise any discretionary authority or control with respect to the management of the Plan or its assets. The Plan Sponsor or BMI will provide to Transamerica, in writing, such information as Transamerica may require to provide the services elected herein on an accurate and timely basis. The Plan Sponsor shall retain administrative and fiduciary responsibility for the Plan Sponsor.

3. BMI's responsibilities. BMI will be responsible for receiving all benefit withdrawal requests from the Plan participants. BMI will review all such requests and approve or deny them. BMI will be responsible for providing Transamerica with specific directions for each approved withdrawal request, and will provide such directions to Transamerica via an approved form on a weekly basis. Such form will include all the information Transamerica requires to process the withdrawals. In addition, on a quarterly basis, BMI will provide to Transamerica a listing of participants who terminated during the prior quarter. As soon as administratively feasible following receipt of the listing, Transamerica will perform the necessary functions to separate such terminated participants from active participants, for billing purposes only.

4. Transamerica's Right to Rely Upon Data Submitted. Transamerica shall rely conclusively upon the accuracy and completeness of all data and other information supplied by the Plan Sponsor or on behalf of the Plan Sponsor by BMI or other designated Party, the Plan Trustee or the Plan Administrator. Transamerica shall have no duty to verify such information. Should such data or other information prove to be inaccurate resulting in Transamerica's devoting additional time to provide the services elected, Transamerica reserves the right to adjust the fee for such service accordingly.

5. Transamerica's Right to Decline to Provide Certain Services. Transamerica reserves the right, for any reason, to decline to provide services elected by the Plan Sponsor if a provision in the Plan documents or if other circumstances renders providing of such a service by Transamerica not feasible in the sole opinion of Transamerica. Transamerica will advise the Plan Sponsor in writing of any such declination.

6. Fee Schedule. The Fee Schedule is attached to and hereby is made a part of this Agreement. Notwithstanding any other provision in this Agreement, Transamerica reserves the right to change the Fee Schedule from time to time after the first three Years. Such a change shall occur only upon at least 90 days advance written notice to the Plan Sponsor.

The Plan Sponsor hereby elects and authorizes Transamerica to perform the Basic Services (Section I) and the additional services (Section II) elected above and if applicable, agrees to pay the corresponding fees in accordance with the Fee Schedule in effect at the time the service is rendered.

7. Billing Period. After the end of each Year, Transamerica will provide the Plan Sponsor with a written notice of the charges under the Fee Schedule applicable for that period, if applicable. All charges are due and payable to Transamerica 30 days after the receipt of such notice by the Plan Sponsor. Such charges are payable in addition to Plan contributions. To the extent that charges under the Fee Schedule are due and unpaid, the Plan Sponsor hereby authorizes Transamerica to withdraw the amount of such charges from the Plan participants' accounts and to retain such withdrawals as payment under this Agreement. Notwithstanding anything in this agreement to the contrary, the Plan Sponsor hereby authorizes Transamerica to withdraw any unpaid charges from Plan participants' accounts, without any waiting period being required, if the Plan Sponsor files for bankruptcy, Transamerica may change the duration of the Billing Period at any time by giving the Plan Sponsor at least 90 days advance written notice before such change is to become effective.

8. Investment Options

(a) The Investment Options Schedule is attached to and hereby is made a part of this Agreement. New contributions that cannot be allocated will be held in an account with State Street Bank and Trust Company. Other unallocated Plan assets (e.g., forfeiture credits) will be transferred from the Investment Options and held in the Suspense Account in the TFLIC Group Annuity Contract. When a TFLIC Group Annuity Contract is not selected as an Investment Option, the unallocated Plan assets will be transferred from the Investment Options and held in a State Street Bank and Trust Cash Reserve Fund. Transamerica reserves the right to change from time to time the Investment Options Schedule and the accounts holding unallocated plan assets. Such a change to the Investment Options Schedule shall occur only upon at least 90 days advance written notice and such change to the accounts holding unallocated Plan assets shall occur only upon at least 30 days advance written notice to the Plan Sponsor.

Please be aware that Transamerica will make reasonable efforts to place orders for the purchase and sale of fund units/shares as soon as practicable after such order is received. However, a fund/investment company (or its broker/dealer, transfer agent or other authorized representative) may accept or reject any purchase order in its discretion and Transamerica cannot be held accountable for any decision by a fund company to reject an order for any reason unrelated to actions or inactions by Transamerica.

(b) Transamerica and the Plan Sponsor have discussed and negotiated the handling of float income, and the Plan Sponsor, a signatory to this Agreement, has agreed that any such income will be retained by Transamerica or its affiliates as compensation for services in accordance with guidelines established by the Department of Labor. To minimize float income, Transamerica encourages the Plan Sponsor to use good order processing for incoming funds. Under good order processing, the Plan Sponsor sends a contribution file to Transamerica for processing prior to remitting contributions. Within 24 hours of receipt of the contribution file, Transamerica reviews the contribution file and reconciles any differences between the participant records on its recordkeeping system and the Plan Sponsor's contribution file and notifies the Plan Sponsor of the amount to remit to Transamerica. Upon receipt of the funds, Transamerica processes the contribution file and invests the funds. Money received by Transamerica for investment will be processed on the day of receipt assuming that such day is a business day, i.e., the New York Stock Exchange is open for trading, and that the funds are received in good order and before the closing of the New York Stock Exchange. Incoming funds which do not meet all of these criteria will be held in an overnight investment rate account and invested on the next following business day assuming that all good order deficiencies, if any, have been remedied by that time.

Transamerica will benefit from any float income generated by the incoming funds until they are determined to be in good order and fully invested. Funds disbursed by Transamerica will generate float income for Transamerica's benefit at the prevailing overnight investment rate from the date the disbursement check is cut until it is presented for payment, the timing of which is beyond Transamerica's control. Ten business days is the usual time frame between check disbursement and presentation. Upon written request, Transamerica will provide an annual report indicating the status of checks issued during the year.

In either case of float income referenced above, note that Transamerica invests in a variety of overnight instruments from time to time, and rate differences among them are de minimis.

9. Hold Harmless and Indemnification. The Plan Sponsor and BMI and any entity or person controlling, controlled by or under common control with the Plan Sponsor ("Plan Sponsor's Affiliate") hereby agree to hold Transamerica and any entity or person controlling, controlled by or under common control with Transamerica ("Affiliate") harmless from and indemnify Transamerica and its Affiliates against any and all claims, expenses, liabilities, damages and losses resulting from any action taken by Transamerica in accordance with directions from the Plan Sponsor and/or BMI or any of their agents and any failure by Transamerica in the absence of such direction or from the actions or omissions of the Plan Sponsor and/or BMI or any of their agents or inaccurate or insufficient data provided to Transamerica by the Plan Sponsor and/or BMI or their agents or from the failure of the Plan Sponsor and/or BMI or their agents to submit requested information to Transamerica on a timely basis or from Transamerica processing any transaction after, or 90 days before, the Plan Sponsor files for bankruptcy or operational defects or plan document deficiencies or any existing or future litigation or other claims that are related to actions or inaction by the Plan Sponsor or any other party that occurred prior to the effective date of this Agreement. Transamerica must notify the Plan Sponsor and BMI of any litigation or other legal proceeding that may give rise to an indemnification obligation hereunder ("legal action") brought against Transamerica no later than 10 business days after receiving notice of the commencement of such legal action and Transamerica must notify the Plan Sponsor and BMI of any other claim no later than 15 business days after receiving notice of such claim. If the applicable condition in the immediately preceding sentence is not met, the Plan Sponsor's and BMI's hold harmless obligations will be null and void with respect to such legal action or other claim if the failure to provide timely notice of the legal action or other claim materially prejudices the interest of the indemnifying party.

The Plan Sponsor and BMI may elect to compromise or defend at their own expense and by their own counsel any legal action or other claim that may be brought against Transamerica with respect to those matters from which the Plan Sponsor and BMI have agreed to hold Transamerica harmless hereunder, and shall satisfy any judgment that may be rendered against Transamerica pursuant and subject to Transamerica's Hold Harmless Agreement with the Plan Sponsor and BMI.

Transamerica hereby agrees to hold Plan Sponsor and BMI and any entity or person controlling, controlled by, or under common control with the Plan Sponsor ("Plan Sponsor's Affiliate") and BMI harmless from and indemnify the Plan Sponsor and BMI against any and all claims, expenses, liabilities, damages and losses which directly result from Transamerica's negligence or intentional misconduct in providing any service which it is obligated to perform under the provisions of this Agreement. Plan Sponsor and BMI must notify Transamerica of any litigation or other legal proceeding that may give rise to an indemnification obligation hereunder ("legal action") brought against Plan Sponsor and/or BMI no later than 10 business days after receiving notice of the commencement of such legal action and Plan Sponsor and/or BMI must notify Transamerica of any other claim no later than 15 business days after receiving notice of such claim. If the applicable condition in the immediately preceding sentence is not met, Transamerica's hold harmless obligation will be null and void with respect to such legal action or other claim if the failure to provide timely notice of the legal action or other claim materially prejudices the interest of the indemnifying party.

Transamerica may elect to compromise or defend at its own expense and by its own counsel any legal action or other claim that may be brought against the Plan Sponsor and/or BMI with respect to those matters from which Transamerica has agreed to hold the Plan Sponsor harmless hereunder, and shall satisfy any judgment that may be rendered against the Plan Sponsor pursuant and subject to the Plan Sponsor's and BMI's Hold Harmless Agreement with Transamerica.

10. Modification. Unless otherwise provided for under this Agreement, this Agreement may only be modified in writing signed by the Plan Sponsor, BMI and a duly authorized Vice President in the Corporate Plans Group of Transamerica. The Plan Sponsor may unilaterally change its Plan Sponsor Elections for Services under this Agreement by giving at least 30 days advance written notice to Transamerica. Notwithstanding anything in this Agreement to the contrary, Investment Options may be added or deleted from the Investment Options Schedule in accordance with the Plan Sponsor's written or electronic directions, subject to Transamerica's consent.

11. Additional Services. The Plan Sponsor may request that Transamerica provide a service that is in addition to the services set forth herein. Transamerica may then, in its sole discretion, agree to provide such a service to the Plan Sponsor. The Fee for such a service shall be agreed to in writing between the Plan Sponsor and Transamerica.

12. Year. A Year under this Agreement shall be the Plan Year of the Plan, except as provided below: This Agreement shall begin on March 1, 2017. Subsequent Years shall begin on the first day of each Plan Year of the Plan. A Year ends on the earlier of the last day of the Plan Year or on the termination date of this Agreement.

13. Basic Services Guarantee. If the Plan Sponsor is not completely satisfied for any reason with the Basic Services (Section I) provided by Transamerica in the first Year, Transamerica will waive the dollar amount specified as the Basic Services Guarantee under the Fee Schedule, upon written request from the Plan Sponsor.

14. Notice of Plan Termination. The Plan Sponsor shall provide Transamerica with written notice of the termination of the Plan, no less than 60 days in advance of such Plan termination.

15. Termination of the Agreement. The Plan Sponsor or Transamerica may at any time terminate this Agreement upon written notice to the other party, which notice shall be effective no less than 90 days after receipt by the party to whom such notice is sent. Transamerica may terminate the Agreement or withhold any services under the Agreement without advance notice to the Plan Sponsor if the Plan Sponsor files for bankruptcy. Transamerica reserves the right to assess a fee for any service elected by the Plan Sponsor which may be fully or partially completed at termination. Such a fee will be in accordance with the Fee Schedule. No services will be performed by Transamerica under this Agreement after the date this Agreement is terminated, except as Transamerica may otherwise agree to in writing. Any applicable Termination Charge, as defined in the Fee Schedule under Basic Services, shall be withdrawn upon the termination of this Agreement.

This Agreement may be restored to full force and effect only by written agreement between the Plan Sponsor and Transamerica.

16. Binding Effect. This Agreement shall be binding on and inure to the benefit of each of the parties hereto, their heirs, successors and assigns.

17. Notices and Payments. Any notice, other communication or payment required or permitted under this Agreement shall be addressed and delivered as follows:

If to Transamerica: Transamerica Retirement Solutions, LLC
440 Mamaroneck Avenue
Harrison, New York 10528

If to the Plan Sponsor: Illinois Public Pension Fund Association
2587 Millennium Dr., Unit C
Elgin, IL 60124

Account # VB98198

If to BMI: Babbitt Municipalities, Inc.
1701 E. Lake Ave., Suite 400
Glenview, IL 60025
Attn: Joel Babbitt

Any party may, by written notice to the other party, designate another address or person for receipt of notices hereunder, or designate another address, another person or other payment instructions for receipt of payments hereunder.

18. Governing Law. The parties agree that this Agreement shall be governed by the laws of the State of New York.

19. The USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each customer that opens an account. Therefore, in accordance with the USA PATRIOT Act the Plan Sponsor agrees to provide to Transamerica certain information it requests in order for Transamerica to identify the Plan Sponsor. The Plan Sponsor also gives its approval to the use of third party sources to verify the information provided or to obtain additional other identifying documents.

Illinois Public Pension Fund Association

Name of Plan Sponsor

By:

Signature of Authorized Officer

Title

Date

BMI

By:

Signature of Authorized Officer

Title

Date

Transamerica Retirement Solutions, LLC

By:

Signature of Authorized Vice President

Title

Date

February 8, 2017

Fee Schedule

This Fee Schedule, effective March 1, 2017, is attached to and a part of the Services Agreement between Transamerica Retirement Solutions, LLC, BMI and the Plan Sponsor. The fees below are assessed each Year, or portion thereof, in which this Agreement is in effect. This Fee Schedule is guaranteed during the first three Years.

SERVICE**Basic Services (Section I)****A. Required Revenue**

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and General Administrative Services and Additional Recordkeeping and General Administrative Services (Sections I and II, in addition to any explicit Fee associated with specific services noted below), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the Total Required Revenue to administer the Plan(s) (4), expressed as a percentage of the Plan's invested assets, is as follows:

(1)	Required Revenue by TRS to administer the Plan -	.225%
(2)	Third Party Compensation -	.00%
(3)	Expense Budget Account Funding -	.00%
(4)	Total Required Revenue to administer the Plan -	.225% ("Required Revenue")

The Required Revenue number is based on the combined financial characteristics and administrative requirements of the Plan(s).

If the Required Revenue is revised, the new Required Revenue will be guaranteed for the same Fee Guarantee Period, which shall not be extended upon such revision.

B. Expected Fund Revenue from Investment Options – Fund Revenue Credited to Expense Budget Account

TRS and/or its affiliates expect to receive certain indirect compensation from the Investment Options available within the Plan(s) or their respective affiliates ("Expected Fund Revenue"). The Expected Fund Revenue TRS or its affiliated broker-dealer, Transamerica Investors Securities Corporation ("TISC"), receives may include distribution (12b-1) fees, shareholder servicing fees, and/or sub-transfer agency fees. Expected Fund Revenue received by TRS or TISC from the proprietary Diversified Investment Advisors Collective Trust, Transamerica Financial Life Insurance Company ("TFLIC") and Transamerica Partners investment funds (collectively, "Proprietary Funds") is defined as the expense ratio applied to fund assets less all investment expenses, such as sub-advisor, custody, legal, printing and trading costs. The Investment Options Schedule illustrates the Investment Options to be included in the Plan(s) and the Expected Fund Revenue from each Investment Option. The Expected Fund Revenue is based on currently available information and may be changed at any time. All Expected Fund Revenue will be deposited into an Expense Budget Account.

For most Investment Options, payment is made to TRS through National Financial Services, LLC, or Mid-Atlantic Capital Corporation who are subcontractors through which TRS's investment platform is maintained. As of the date of this Agreement, each of these firms receives the following percentage of the gross Expected Fund Revenue for their services: National Financial Services, LLC (see table below*); Mid-Atlantic Capital Corporation 4%. National Financial Services, LLC and Mid-Atlantic Capital Corporation are paid directly by

TRS. The amounts paid are included in the Required Revenue (not in addition to the Required Revenue) and are not subtracted from the Expected Fund Revenue received by TRS or its affiliates, if any, listed in the Investment Options Scheduled.

*National Financial Services Fund Revenue (\$) Table:

Low	High	(%)
\$0	\$50,000,000	3.35
\$50,000,001	\$100,000,000	2.75
\$100,000,001	\$150,000,000	2.00
\$150,000,001	\$200,000,000	1.50
\$200,000,000 and over		1.00

- In addition to the compensation above there is a trading fee of \$1 per day.
- With respect to the Blackrock Lifepath funds and Transamerica Partners Funds, if any, 100% of the fund revenue is passed through to TRS and as such, revenues from these funds are NOT included in the above.

C. Assessment of Required Revenue – Fund Revenue Credited to Expense Budget Account

As described above, TRS expects to receive certain revenue from the Investment Options available within the Plan. The Expected Fund Revenue from Investment Options B. will be deposited into an Expense Budget Account (“EBA”). As soon as administratively feasible following the end of each plan Year quarter, the Employer authorizes TRS to deduct from the EBA an amount equal to one quarter of the Required Revenue amount as payment due to TRS. If the amount in the EBA is insufficient to cover the payment due to TRS, TRS shall bill the Employer any shortfall. The Employer may then authorize TRS to apply the shortfall to Participant accounts, pay the shortfall from the Plan(s)’s forfeiture account (if allowable according to the provisions of the Plan(s)) or pay TRS directly for the shortfall.

D. Review of Expected Fund Revenue

The Expected Fund Revenue for each of the Investment Options will be reviewed no less frequently than quarterly. The frequency of such review will be determined by TRS. Any adjustments necessary to the amounts being credited to the EBA will be made as soon as administratively feasible following the review of the Expected Fund Revenue. TRS shall notify the Employer of any changes in the revenue generated from the Investment Options. Any adjustments made to amounts being credited to the EBA will not necessitate an amendment to this Agreement. The Employer hereby acknowledges that all adjustments to amounts being credited to the EBA will be prospective only. Nothing in this Agreement shall be construed as intending or rendering TRS to be “revenue neutral” or “fee neutral” as such terms may be defined under any DOL regulatory guidance.

Expense Budget Account (“EBA”)

The EBA is a plan level unallocated account that is credited with Expected Fund Revenue, if any, and/or amounts withdrawn from Participant accounts. The amount credited to the EBA will be accrued daily based on Participants’ account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable) and will be credited with such amount as of the last business day of each month. The daily accrual on non-business days at the end of a month will roll into the following month and be credited on the last business day of such month. These amounts can be used to pay Plan-related expenses approved by the Employer or can be allocated to Plan Participants at the end of the Year (or as soon as administratively feasible following the end of the Year), at the direction of the Employer.

- Once each Plan Year quarter, the Employer may direct TRS in writing to reimburse the Employer from the EBA, or at the Employer’s direction remit payment to a third party, for necessary and reasonable Plan-related expenses. Once per Plan Year quarter, TRS will pay the authorized amounts directly to the Employer, or at the Employer’s direction, a third party, provided there are sufficient funds in the EBA, following receipt of the Employer’s authorization.

- It is the Employer's sole responsibility to determine if the expenses that are being reimbursed qualify as necessary and reasonable Plan-related expenses in accordance with the Plan's governing documents and the DOL's guidance provided in Field Assistance Bulletin 2003-3 and Advisory Opinion No. 2001-01A and in Internal Revenue Service Revenue Ruling 2004-10 and other guidance that may subsequently be issued. TRS is not responsible for any determination regarding the appropriateness of such expenses for reimbursement.
- At the end of the Year, the Employer may direct TRS to allocate the balance in the EBA to Participant accounts on a pro-rata basis based on Participant account balances.

Plan Service Credit ("PSC")/Plan Service Fee ("PSF")

Any PSCs or PSFs will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable). The PSF/PSC will be credited to or deducted from each of the Investment Options in which the Participants' accounts are invested upon the earlier of: (i) the last business day of each month or (ii) the complete liquidation of a contribution type invested in an Investment Option. The daily accrual on non-business days at the end of a month will roll into the following month and be credited or deducted on the last business day of such month.

Basic Services Guarantee: \$2,500 (See General Provisions Item 13)

Additional Recordkeeping and General Administrative Services	\$200 per hour

Investment Options Schedule

This Investment Options Schedule, effective March 1, 2017, is attached to and part of the Services Agreement between Transamerica Retirement Solutions, LLC and the Plan Sponsor. Transamerica reserves the right to change the names of the Investment Options at any time and such change will not necessitate an amendment to this Investment Schedule.

The fees and expenses for the funds below are in the TFLIC Group Annuity Contract and in Transamerica's mutual fund prospectus, respectively. Withdrawals for Payments will be processed from the Investment Options on a pro-rata basis.

Withdrawals for Payments will be processed from the Investment Options on a prorata basis.

TFLIC Guaranteed Pooled Fund (TFLIC)
 Transamerica Partners Large Core (TMF)
 Transamerica Partners Small Core (TMF)
 Transamerica Partners Inflation-Protected Securities (TMF)
 Transamerica Partners Stock Index (TMF)
 Transamerica Partners International Equity (TMF)
 Transamerica Partners High Quality Bond (TMF)
 Transamerica Asset Allocation - Short Horizon (TMF)
 Transamerica Asset Allocation - Intermediate Horizon (TMF)
 Transamerica Asset Allocation - Intermediate/Long Horizon (TMF)
 Transamerica Partners High Yield Bond (TMF)
 Transamerica Asset Allocation - Short/Intermediate Horizon (TMF)
 Transamerica Asset Allocation - Long Horizon (TMF)
 Transamerica Partners Mid Growth (TMF)
 Transamerica Partners Mid Value (TMF)
 Transamerica Partners Small Value (TMF)
 Transamerica Partners Small Growth (TMF)
 Transamerica Partners Large Growth (TMF)
 Transamerica Partners Government Money Market (TMF)
 Transamerica Partners Core Bond (TMF)
 Transamerica Partners Large Value (TMF)

Until a Participant makes an investment election, Transamerica is instructed to invest all contributions made on his/her behalf in the Guaranteed Pooled Fund.

Plan Sponsor acknowledges that Transamerica has made no representation regarding whether any fund or service to be used as a default fund hereunder is a qualified default investment alternative under the Pension Protection Act of 2006 or any regulation thereunder.

Explanation of Abbreviations

TFLIC = Fund available under a TFLIC Group Annuity Contract

TMF = Transamerica's mutual funds -- Investors Class

MF = Other Mutual Funds. The fees and expenses for such Investment Options should be in their corresponding investment documents (e.g., prospectus). Transamerica receives revenue for services from such Investment Options as indicated above.

Any deposit, allocation instructions, withdrawal or transfer request, or other communication received by Transamerica at its Harrison headquarters or Cedar Rapids office after the close of regular trading on the New York Stock Exchange, normally 4:00 pm Eastern Time, will be considered received as of the beginning of the next business day Transamerica is open. Transamerica reserves the right to change the time stated above by providing written notice to the Plan Sponsor.

dqgtech/temp/vcba/VEBAPSA

Account No. VB98198

Amendment No. 1 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services

Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Babbitt Municipalities,

Inc. ("BMI") and Illinois Public Pension Fund Association (the "Plan Sponsor"). Such Agreement outlines the

administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan ("Plan")

sponsored by the Plan Sponsor.

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the substitution of the following for the default fund provision currently appearing in the Investment Options

Schedule:

Until a Participant makes an investment election, TRS is instructed to invest all contributions made on his/her

behalf in the Transamerica Asset Allocation – Long Horizon Fund.

This Amendment is effective August 16, 2017.

Employer

By: _____

Signature of Authorized Officer Title Date
Transamerica Retirement Solutions, LLC

By:

(Authorized Senior Vice President)

VB98198sa1/AS

Administrator 8/16/2017

Account No. VB98198

Amendment No. 2 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Babbitt Municipalities, Inc. ("BMI") and Illinois Public Fund Association (the "Plan Sponsor"). Such Agreement outlines the administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan ("Plan") sponsored by the Plan Sponsor. Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the deletion of the following Investment Option(s) from the Investment Options Schedule:

TFLIC Guaranteed Pooled Fund (G34B)

Transamerica Partners Government Money Market

Transamerica High Quality Bond R

Transamerica Intermediate Bond R

Transamerica Inflation-Protected Securities R

Transamerica High Yield Bond R

Transamerica Large Value Opportunities R

Transamerica Large Core R

Transamerica Stock Index R

Transamerica Large Growth R

Transamerica Mid Cap Value Opportunities R

Transamerica Mid Cap Growth R

Transamerica Small Cap Value R

Transamerica Small Cap Core R

Transamerica Small Cap Growth R

Transamerica International Equity R

Transamerica Asset Allocation Short Horizon R

Transamerica Asset Allocation Intermed Horizon R

Transamerica Asset Allocation Long Horizon R

2. By the addition of the following Investment Option(s) to the Investment Options Schedule -- such Investment Option(s) will be offered to the Participants under the Plan:

Vanguard Federal Money Market Investor (MF) (0bps)

Standard Stable Asset Fund III (OSVF)(50bps)

Vanguard Short Term Investment-Grade (MF) (0bps)

Vanguard Total Bond Market Index Inst (MF) (0bps)

Vanguard Inflation-Protected Secs Instl (MF) (0bps)

Vanguard High-Yield Corporate Adm (MF) (0bps)

Vanguard Value Index Adm (MF) (0bps)

Vanguard Institutional Index (MF) (0bps)

Vanguard Large Cap Index Instl (MF) (0bps)

Vanguard Growth Index Adm (MF) (0bps)

Vanguard Mid Cap Value Index Adm (MF) (0bps)

Vanguard Mid Cap Growth Index Adm (MF) (0bps)

Vanguard Small Cap Value Index I (MF) (0bps)

Vanguard Small Cap Index Instl (MF) (0bps)

Vanguard Small Cap Growth Index Instl (MF) (0bps)
Vanguard Total International Stock Index Ins (MF) (0bps)
Vanguard Target Retirement 2060 Inv (MF) (0bps)
Vanguard LifeStrategy Income (MF) (0bps)
Vanguard LifeStrategy Moderate Growth (MF) (0bps)

3. By the substitution of the following for the default fund provision currently appearing in the Investment Options Schedule:

Until a Participant makes an investment election, TRS is instructed to invest all contributions made on his/her behalf in the Vanguard LifeStrategy Moderate Growth Fund.

4. By the addition of the following definitions to the Explanation of Abbreviations which appears in the Investment Options Schedule:

Explanation of Abbreviations

OSVF = Outside Stable Value Fund. Stable Value Fund is a general account, guaranteed separate account or other product made available by TRS and offered by an insurance company unaffiliated with TRS. TRS may receive revenue from the insurance company which, if applicable, will be fully disclosed in this Pension Services Agreement and elsewhere as required by law.

5. By the substitution of the following for BASIC SERVICES in the **FEE SCHEDULE**, which is attached to and part of the Agreement:

A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and/or General Administrative Services, Basic Plan Compliance Testing, if applicable, and any Employer Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below Sections I and II), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:

(1) Required Revenue by TRS to administer the Plan - .225%

(2) Third Party Compensation - .000%

(3) Expense Budget Account Funding - .000%

(4) Total Required Revenue to administer the Plan - .225% ("Required Revenue")

NOTE: In addition a Plan Service Fee Plan Service Fee ("PSF")

("PSF") will be deducted from participant accounts and credited to the Expense Budget Account ("EBA") as per chart below. Fund

Vanguard Federal Money Market Investor	0.67%
Vanguard Short Term Investment-Grade	0.88%
Vanguard Total Bond Market Index Inst	0.94%
Vanguard Inflation-Protected Secs Instl	0.91%
Vanguard High-Yield Corporate Adm	0.95%
Vanguard Value Index Adm	0.92%
Vanguard Institutional Index	0.59%
Vanguard Large Cap Index Instl	1.08%
Vanguard Growth Index Adm	1.17%
Vanguard Mid Cap Value Index Adm	1.16%
Vanguard Mid Cap Growth Index Adm	1.26%

Vanguard Small Cap Value Index I	1.42%
Vanguard Small Cap Index Instl	1.43%
Vanguard Small Cap Growth Index	1.47%
Instl	
Vanguard Total International Stock	1.29%
Index Ins	
Vanguard Target Retirement 2060 Inv	1.28%
Vanguard LifeStrategy Income	1.11%
Vanguard LifeStrategy Moderate	1.17%
Growth	

Account No. VB98198

Amendment No. 3 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Babbitt Municipalities, Inc. ("BMI") and Illinois Public Fund Association (the "Plan Sponsor"). Such Agreement outlines the administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan ("Plan") sponsored by the Plan Sponsor. Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the substitution of the following for BASIC SERVICES in the **FEE SCHEDULE**, which is attached to and part of the Agreement:

A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and/or General Administrative Services, Basic Plan Compliance Testing, if applicable, and any Employer Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below Sections I and II), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:

(1) Required Revenue by TRS to administer the Plan - \$60 per participant account

(2) Third Party Compensation - \$0.00

(3) Expense Budget Account Funding - \$0.00

(4) **Total Required Revenue to administer the Plan - \$60 per participant account ("Required Revenue")**

PLAN SERVICE FEE

NOTE: In addition a Plan Service Fee Plan Service Fee ("PSF")

("PSF") will be deducted from

participant accounts and credited to the

Expense Budget Account ("EBA") as

per chart below for **The Wise Choice**

for Public Employees Plan: Fund

Vanguard Federal Money Market	0.67%

Investor

Vanguard Short Term	0.88%

Investment-Grade



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.h.

DATE: December 18, 2023

SUBJECT:

AN ORDINANCE AMENDING TITLE 1 ENTITLED "ADMINISTRATIVE" OF CHAPTER 2 ENTITLED "ADMINISTRATION" OF THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO CHAPTER 15 ENTITLED "ADMINISTRATIVE ADJUDICATION OF MUNICIPAL ORDINANCE VIOLATIONS"

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff have been reviewing the establishment of a Local Administrative Adjudication process for adjudicating certain municipal code violations as permitted by state statute. Staff is asking the Board to approve an ordinance to enact Administrative Adjudication.

PREVIOUS ACTION TAKEN

At the July 24th Committee of the Whole meeting, the Village Board gave unanimous support to moving forward with Administrative Adjudication.

BACKGROUND/SUMMARY

As outlined at the July 24th Committee of the Whole meeting, the primary benefit of local adjudication is to create an effective and efficient process for municipal code compliance and resolution. Additionally, all fines and costs assessed would be retained by the Village, not disproportionately distributed to the County as it currently stands.

Certain violations would be eligible for adjudication through the Village's Administrative Adjudication, including curfew, seat belt, overweight limit, vegetation, animal control, solicitation, zoning, stormwater, and sanitation.

Staff is seeking to implement an alternative form of adjudication (administrative), adopting a system of administrative adjudication to be used in conjunction with existing judicial adjudication to address Village code violations.

FINANCIAL IMPACT

Costs associated with this agenda item include a DACRA Tech software agreement contract of \$30,000 annually and Administrative Hearing Officer costs, which are currently undetermined as a hearing officer has not been selected. However, due to the nature of Administrative Adjudication, the Village will receive a larger percentage of the fines and fees collected with local adjudication rather than through DuPage County adjudication.

RECOMMENDED ACTION:

Staff recommends the Village Board proceed with adopting this ordinance to implement local Administrative Adjudication for municipal ordinance violations.

ORDINANCE NO. 2023 - _____

**AN ORDINANCE AMENDING TITLE 1 ENTITLED
“ADMINISTRATIVE” OF CHAPTER 2 ENTITLED “ADMINISTRATION” OF
THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO
CHAPTER 15 ENTITLED “ADMINISTRATIVE ADJUDICATION OF MUNICIPAL
ORDINANCE VIOLATIONS”**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois, is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, pursuant to the express grant of authority as set forth in and codified in Division 2.1 of Article 1 of the Illinois Municipal Code (65 ILCS 5/1-2.1-1, *et seq.*), the Corporate Authorities of the Village of Willowbrook may adopt, by ordinance, a Code Hearing Unit as a system for the administrative adjudication of certain municipal code violations pursuant to 65 ILCS 5/1-1.2-1; and

WHEREAS, the Corporate Authorities of the Village of Willowbrook have determined that it is in the best interest of the Village of Willowbrook to amend Title 1, of the Village Code of Ordinances, in the manner hereinafter set forth, to create a Code Hearing Unit and system of administrative adjudication of municipal code violations, as a non-exclusive method of enforcing the various provisions of the Village of Willowbrook Municipal Code, and related codes and ordinances, consistent with the provisions of 65 ILCS 5/1-2.1-1.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE. **Recitals.** The foregoing recitals are adopted as express findings of the Corporate Authorities of the Village of Willowbrook and are incorporated herein by specific reference.

SECTION TWO. That Title 1 entitled “Administrative” of the Municipal Code of the Village of Willowbrook, as amended, is hereby further amended by adding thereto Chapter 15 entitled “Administrative Adjudication of Municipal Code Violations”, to read as follows:

CHAPTER 15 – ADMINISTRATIVE ADJUDICATION OF MUNICIPAL CODE VIOLATIONS.

15-1-1. PURPOSE. The stated purpose of this Chapter is to provide for the fair and efficient enforcement and expeditious resolution of municipal ordinance violations, as may be allowed by law and directed by this or any other ordinance, through the administrative adjudication of violations of Village ordinances and by establishing a schedule of fines and penalties, and authority and procedures for collection of unpaid fines and penalties.

15-1-2. DEFINITIONS. As used in this Chapter, unless the context requires otherwise:

- (A) “Building Code” means any municipal ordinance, law, housing, or building codes or zoning ordinances that establishes construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards that are applicable to structures and property in the Village of Willowbrook or any Village ordinance that requires, after notice, the cutting of weeds, the removal of garbage and debris, the removal of inoperable motor vehicles, or the abatement of nuisances from private property;
- (B) “Code” means the Willowbrook Municipal Code of Ordinances; and all adopted codes, but excluding any offense under the Illinois Motor Vehicle Code (625 ILCS 5/1-100, *et seq.*) or a similar offense that is traffic regulating governing the movement of vehicles. The term code shall also include all traffic regulations concerning the standing, parking or condition of motor vehicles as set forth in Section 11-208.3 of the Illinois Motor Vehicle Code (625 ILCS 5/11-208.3);
- (C) “Building Inspector” means any state, county, fire protection district or municipal employee or contracted inspector whose duties include the inspection or examination of structures in the Village to determine if building code property maintenance code or fire code or other adopted code violation exists;
- (D) “Building Owner” means the legal, equitable, or beneficial owner of a structure;
- (E) “Hearing Officer” means an attorney whose duty it is to:
 - 1. preside at an administrative hearing called to determine whether or not a building code or other code violation exists;
 - 2. hear testimony and accept evidence from all interested parties relevant to the existence of a building code violation or other code violation;

3. preserve and authenticate the transcript and record of the hearing and all exhibits and evidence introduced at the hearing; and
 4. issue and sign written Findings, Decisions and Orders as to whether a Code violation exists.
- (F) “Respondent” means any person, corporation, partnership, whether such ownership is legal or equitable, charged with a violation of any ordinance of the Village of Willowbrook, or its Municipal Code of Ordinances, or any of its adopted codes.
- (G) “Code Violation” means any infraction or violation of any Village of Willowbrook municipal ordinance, or violation of any building code, law or rule or code adopted by reference.
- (H) “Village” means the Village of Willowbrook, DuPage County, Illinois.

15-1-3. CREATION OF CODE HEARING UNIT; JURISDICTION. There is hereby created within the Village of Willowbrook an executive department of the municipal government to be known as the Code Hearing Unit, which is authorized to provide for and operate a “system of administrative adjudication,” which shall be defined as the adjudication of any code violation or any other municipal ordinance violation of the Village of Willowbrook, including, but not limited to, those actions brought pursuant to the Municipal Code of the Village of Willowbrook, as well as the zoning ordinance (Unified Development Ordinance or UDO) and adopted codes such as the building code, fire code, plumbing code, electrical code, property maintenance code and health and sanitation codes of the Village of Willowbrook, standing, parking and condition of vehicle (compliance) violations brought pursuant to authority granted the Village by Section 11-208.3 of the Illinois Motor Vehicle Code (625 ILCS 5/11-208.3) and hereby adopted, excluding only those proceedings not within the statutory authority granted to the Village, specifically any offense under the Illinois Motor Vehicle Code (625 ILCS 5/1-100, *et seq.*) or similar offense that is a traffic regulation governing the movement of vehicles, and any reportable offense under Section 6-204 of the Illinois Motor Vehicle Code shall not be subject to administrative adjudication pursuant to the provisions of this Ordinance.

15-1-4. HEARING PROCEDURES NON-EXCLUSIVE. The provisions of this Chapter shall not preclude the Village from using other methods or proceedings to enforce the ordinances of the Village of Willowbrook, including, but not limited to, the institution of any action in the Circuit Court of DuPage County, Illinois or any other authorized proceeding.

- (A) Administrative Adjudication Hearings for Automated Traffic Enforcement violations shall be subject to the provisions and procedures of Title 8, Chapter 11, of this Code.

15-1-5. CODE HEARING UNIT. The Code Hearing Unit shall be composed of an Administrative Hearing Officer, an Ordinance Enforcement Administrator, the Chief of Police or his designee, hearing room personnel, and any other duly appointed person or persons deemed necessary for the efficient administration of the Code Hearing Unit, with the following powers, duties and authority:

(A) All adjudicatory hearings shall be presided over by an Administrative Hearing Officer who shall be an attorney licensed to practice law in the State of Illinois for no less than three (3) years. The Administrative Hearing Officer shall be appointed by the Mayor with the advice and consent of the Village Board. Prior to conducting administrative adjudication hearings, the Administrative Hearing Officers shall have successfully completed a formal training program which includes the following:

1. instruction on the rules of procedure of the administrative hearings which they will conduct;
2. orientation to each subject area of the code violations that they will adjudicate;
3. observation of administrative hearings; and
4. participation in hypothetical cases, including ruling on evidence and issuing final orders.
5. A person who has served as a judge in Illinois is not required to fulfill the requirements of items (1) through (4) of this subsection.

(B) Administrative Hearing Officers are hereby authorized, empowered and directed to:

1. preside over the administrative hearings established herein, as the adjudicator;
2. administer oaths;
3. hear testimony and accept evidence that is relevant to the existence of an ordinance violation;
4. issue subpoenas directing witnesses to appear and give relevant testimony at the hearing or produce records or documents, upon the request of the parties or their representatives;
5. rule upon objections and the admissibility of evidence;

6. preserve and authenticate the record of the hearing, including all exhibits and evidence introduced at the hearing;
7. issue a determination, based on the preponderance of the evidence presented at the hearing, of whether a code violation occurred or exists. The Administrative Hearing Officer's determination shall be in writing and shall include written findings of fact, decision, and order including the fine, penalty, including a reasonable amount of public or community service, or other action with which the Respondent must comply; and
8. impose penalties consistent with applicable code provisions and assessing costs upon finding a party liable for the charged violation, except, however, that in no event shall the hearing officer have authority to (i) impose a penalty of incarceration, or (ii) impose fines in excess of Fifty Thousand Dollars (\$50,000.00), or at the option of the municipality, such other amount not to exceed the maximum amount established by the Mandatory Arbitration System as prescribed by the Rules of the Illinois Supreme Court, from time to time in effect, for the Circuit Court of DuPage County.

The Administrative Hearing Officer shall not be authorized to levy a total fine and penalty in excess of Two Hundred Fifty Dollars (\$250.00) for any one violation of a standing, parking or compliance regulation except that the total fine and penalty for any one violation of Section 11-1301.3 of the Illinois Vehicle Code (625 ILCS 5/11-1301.3) or similar provision of the Village of Willowbrook Municipal Code of Ordinances regarding parking for persons with disabilities, shall not exceed Three Hundred Fifty Dollars (\$350.00).

9. The maximum monetary fine under this subsection (B)(8) of this Section shall, except as may otherwise be provided, be exclusive of costs of enforcement or costs incurred by the Village to secure compliance with the Village's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the Village of Willowbrook.
10. Retain jurisdiction of any adjudicated matter to monitor Respondent compliance with any order issued by the hearing officer, including for the Respondent to perform community or public service work and/or to complete an education program as may be authorized by this Code.

15-1-6. **ORDINANCE ENFORCEMENT ADMINISTRATOR.** The Ordinance Enforcement Administrator shall either be an employee of the Village or an independent contractor or agency contracted by the Village to perform such duties as enumerated herein. The Ordinance Enforcement Administrator is hereby authorized, empowered and directed to:

- (A) operate and manage the system of administrative adjudication of vehicular standing and/or parking regulation violations, vehicle compliance violations, vehicle license or sticker requirement violations, building, fire and health code violations, and all other Village of Willowbrook Municipal Code violations as may be permitted by law and directed by ordinance;
- (B) adopt, distribute and process all notices as may be required under this Ordinance or as may reasonably be required to carry out the purpose of this Chapter;
- (C) collect moneys paid as fines and/or penalties assessed after a determination of liability;
- (D) certify copies of final determinations of vehicular standing and/or parking regulation violation liability, vehicle compliance violations, vehicle license or sticker requirement violations, building, fire and health code violations or any other ordinance violation adjudicated pursuant to this Chapter, as may be necessary;
- (E) certify reports to the Secretary of State of Illinois concerning initiation of suspension of driving privileges in accordance with the provisions herein and those of 625 ILCS 5/6-306.5, as may be applicable;
- (F) promulgate rules and regulations reasonably required to operate and maintain the system of administrative adjudication hereby established; and
- (G) collect unpaid fines and penalties including the use of private collection agencies that may be retained by the Village or by directing the Village Attorney to file complaints in the Circuit Court of DuPage County, or by selecting or appointing an individual or agency to act on behalf of the Village in filing complaints, seeking judgments for unpaid fines or penalties and pursuing all post-judgment remedies available under current law. All costs incurred in enforcing or collecting unpaid fines or penalties shall be assessed to the Respondent.

15-1-7. ADDITIONAL DUTIES OF ORDINANCE ENFORCEMENT OFFICER. The Ordinance Enforcement Administrator is hereby further authorized, empowered and directed to operate and maintain computer programs for the system of administrative adjudication hereby established, on a day-to-day basis, including, but not limited to:

- (A) inputting of violation notice information;
- (B) establishing hearing dates and notice dates;
- (C) recording fine and penalty assessment and payments;
- (D) issuing payment receipts;

- (E) issuing succeeding notices of hearing dates and/or final determinations of liability and issuing notices, as may be required by this Code or by 65 ILCS 5/1-2.1-1, et seq. of impending driver's license suspension, as may be required, in accordance with the Illinois Vehicle Code;
- (F) keeping accurate records of appearances and non-appearances at administrative hearings, pleas entered and fines and other penalties assessed and paid.

15-1-8. HEARING ROOM PERSONNEL. Hearing room personnel shall be appointed by the Chief of Police and may include any police officer or auxiliary police officer, and such persons are hereby authorized and directed to:

- (A) maintain hearing room decorum;
- (B) have and execute authority as is granted to courtroom deputies of the Circuit Courts of Illinois;
- (C) perform such other duties or acts as may reasonably be required and as directed by the Administrative Hearing Officer or the Ordinance Enforcement Administrator.

15-1-9. COMPENSATION OF CODE HEARING UNIT PERSONNEL. Authorization for compensation for each of the above-stated positions shall be made by the Mayor and Board of Trustees through the annual appropriation process, and such compensation shall be determined by the Village Board.

15-1-10. COMPLAINTS; NOTICES OF HEARINGS AND INSTITUTING HEARINGS.

- (A) The system of administrative adjudication of ordinance violations shall afford all parties due process of law, including notice of a hearing and an opportunity to be heard.
- (B) A proceeding before an Administrative Hearing Officer shall be instituted upon the filing of a written notice of violation or complaint by any authorized official of the Village, including police officers, community service officers and/or code enforcement officers, and such other employees, agents or contractors, as may be authorized to issue notices of violation of Village ordinances.
- (C) Respondents shall be served with a copy of the notice of violation or complaint along with a notice of adjudicatory hearing in any manner reasonably calculated to give them actual notice of the proceeding instituted against them including:
 - 1. personal service upon a party;
 - 2. service by certified mail return receipt requested at the party's address;

3. service by first class mail postage prepaid at the party's address; or
4. service by posting a copy of the sworn pleading or complaint upon the property where the violation is found when the Respondent party is the owner or manager of the property; and
5. in the case of a motor vehicle parking, standing or compliance regulation service of the violation notice shall be by affixing the notice to the vehicle.

(D) Notices of the adjudicatory hearing shall include:

1. the date, time, type, nature and location of the alleged ordinance violation to be adjudicated, and the signature and identification number, if applicable, of the person issuing the violation;
2. the date, time and location of the adjudicatory hearing;
3. the legal authority and jurisdiction under which the hearing is to be held; and
4. the penalties for failure to appear at the hearing and in the case of a motor vehicle parking, standing or compliance violation, the amount of the fine, any penalty for late payment and that payment of the fine shall act as a final disposition of the violation.
5. the correctness of the facts contained in the violation notice shall be certified by the issuing person by:
 - (i) signing his or her name or identification number to the violation notice at the time of issuance.
 - (ii) any violation notices, citations issued, signed and served in accordance herewith, or a copy of the notice or computer-generated record shall be prima facie correct and shall be prima facie evidence of the correctness of the facts alleged therein, and shall be admissible in any subsequent administrative or legal proceeding.

15-1-11. ADMINISTRATIVE HEARING PROCEDURES. Parties shall be provided with an opportunity for a hearing during which they may be represented by counsel, present witnesses, and cross-examine opposing witnesses. Parties may request the Administrative Hearing Officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents. Hearings shall be scheduled with reasonable promptness, provided that for hearings scheduled in all non-emergency situations, if requested by the Respondent, the Respondent shall have at least

fifteen (15) days after service of process to prepare for a hearing. For purposes of this subsection, “non-emergency situation” means any situation that does not reasonably constitute a threat to the public interest, safety, health or welfare. If service of the notice of violation is provided by mail, the fifteen (15)-day period shall begin to run on the day that the notice is deposited in the mail.

- (A) Recording: All hearings shall be recorded.
- (B) Failure to Appear: Persons who do not appear on their scheduled administrative hearing date shall have a default judgment entered against them.
- (C) Representation by Attorney: Persons appearing to contest an alleged Code or ordinance violation on its merits may be represented by counsel of their own choice at their own expense, present witnesses, present testimony and documents and cross-examine opposing witnesses. Parties may request the Administrative Hearing Officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents.
- (D) Village’s Presentation of Case: The case for the Village may be presented by a Village employee, the Village Prosecutor, or by an attorney designated by the Village Attorney, but not by an employee or other representative of the Code Hearing Unit, subject to the following exception: documentary evidence prepared by another department of the Village and submitted to the Code Hearing Unit may be presented at the hearing by the Administrative Hearing Officer.
- (E) Respondent’s Presentation of Case: The case for the Respondent may be presented by the Respondent or by an attorney on behalf of the Respondent. Corporate or limited liability company Respondents must be represented by an attorney. An attorney or agent appearing at an administrative hearing on behalf of a Respondent shall present the Administrative Hearing Officer with a signed appearance form stating on oath or affirmation that he or she has been authorized by the defendant to represent the defendant at the hearing.

15-1-12. RULES OF EVIDENCE SHALL NOT GOVERN. The formal and technical rules of evidence shall not apply in an adjudicatory hearing authorized under this section. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

15-1-13. JUDICIAL REVIEW. Any final decision by an Administrative Hearing Officer that a code violation does or does not exist shall constitute a final determination for purposes of judicial review and that decision shall be subject to review under the Illinois Administrative Review Law (735 ILCS 5/3-101, *et seq.*).

15-1-14. ENFORCEMENT OF JUDGMENT.

- (A) Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law is a debt due and owing the Village of Willowbrook and may be collected in accordance with applicable law.
- (B) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of an ordinance violation, unless stayed by a court of competent jurisdiction, the findings, decision, and order of the Administrative Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.
- (C) In any case in which a Respondent has failed to comply with a judgment ordering that Respondent to correct an ordinance violation or imposing any fine or other sanction as a result of an ordinance violation, any expenses incurred by the Village to enforce the judgment entered against that defendant, including, but not limited to, attorney's fees, court costs, fees charged by private collection agencies, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a hearing officer, shall be a debt due and owing the Village of Willowbrook and may be collected in accordance with applicable law. Prior to any expenses being fixed by the Administrative Hearing Officer pursuant to this section, the Village shall provide a notice to the Respondent that states that the Respondent shall appear at a hearing before the Administrative Hearing Officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by first class mail, the seven (7)-day period shall begin to run on the date that the notice was deposited in the mail.
- (D) Upon being recorded in the manner required by Article XII of the Illinois Code of Civil Procedure (735 ILCS 5/12-101, *et seq.*), or by the Uniform Commercial Code (810 ILCS 5/1-101, *et seq.*), a lien shall be imposed on the real estate or personal estate, or both, of the Respondent in the amount of any debt due and owing the Village under this Section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- (E) The Administrative Hearing Officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed by the Respondent within thirty (30) days after the issuance of the order of default, if the Administrative Hearing Officer determines that the Respondent's failure to appear at the hearing was for good cause, or at any time if the Respondent establishes, by a preponderance of the evidence, that the Village did not provide proper service of process. If any judgment is set aside pursuant to this subsection, the Administrative Hearing Officer shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the Village as a result of the vacated default

judgment. When a judgment is vacated, the Administrative Hearing Officer shall set a new date for a hearing on the underlying violation(s).

15-1-15. PROCEDURES FOR STANDING, PARKING AND VEHICLE COMPLIANCE VIOLATIONS. The procedures for the system of administrative adjudication of vehicular standing, parking and condition of vehicles (compliance), violations of Title 8, Chapter 7 and Title 8, Chapter 8 of the Village Code shall be as follows:

- (A) Violation Notice: A vehicular standing, parking and compliance regulation notice (“violation notice”) shall be issued by the persons authorized by this Section and shall contain information and shall be served, certified and have evidentiary admissibility as is hereinafter set forth.
- (B) Authorization: All full time or part time police officers, community service officers, and all code enforcement personnel shall have the authority to issue violation notices.
- (C) Detection of Violations: Any individual authorized to issue a violation notice pursuant to this chapter who detects a violation of any standing, parking or compliance provision of this code shall issue and serve a notice of violation as set forth in this section.
- (D) Contents of Violation Notice: The vehicular standing, parking, compliance regulation violation notice shall contain, but shall not be limited to, the following information:
 - 1. The date, time and place of the violation;
 - 2. The particular vehicular standing, parking, compliance regulation violated;
 - 3. The vehicle make and state registration number;
 - 4. The fine and any penalty which may be assessed for late payments;
 - 5. The identification number of the person issuing the notice and his or her signature which shall certify the correctness of the specified information as provided in Section 11-208.3 of the Illinois Vehicle Code (625 ILCS 11-208.3), as amended;
 - 6. Information as to the availability of an administrative hearing at which the registered owner or lessee of the motor vehicle may appear in person and contest the violation notice on its merits, and the time and manner in which such hearing may be had;

7. The date, time and place of an administrative hearing at which the violation may be contested on its merits or a statement the person will be notified of a hearing time;
 8. Payment of the indicated fine shall operate as a final disposition of the violation; and
 9. Information as to the availability for a contest and adjudication by mail by which the registered owner or lessee of the motor vehicle may contest by mail, without personally appearing to contest the merits of the violation notice, and the manner in which such contest by mail may be had.
- (E) Service of Violation Notices: Service of the violation notices shall be made by the person issuing such notice by:
1. offering the original or a facsimile of the notice of violation to the unlawfully standing, parked or compliance violation vehicle;
 2. handing the Notice of Violation to the operator of the operator of a motor vehicle violating a parking, standing or compliance regulation; or
 3. mailing the notice of violation to the address of the registered owner or lessee of the cited vehicle as recorded with the Secretary of State or lessor of the vehicle within thirty (30) days after the Secretary of State or lessor of the motor vehicle notifies the Village of the identity of the owner or lessee of the vehicle, but not later than ninety (90) days after the date of the violation, except that in the case of a lessee of a motor vehicle, service of the violation notice of a parking, standing or compliance violation may occur no later than two hundred ten (210) days after the violation.
- (F) Certification of Facts Alleged in Violation Notice: The correctness of facts contained in the vehicular standing, parking, compliance regulation notices shall be certified by the person authorized to issue said notice by either:
1. Signing his or her name to the notices at the time of service; or
 2. Signing a single certificate, to be retained by the Traffic Compliance Administrator or Ordinance Enforcement Administrator, attesting to the correctness of all notices produced by the device while under his/her control when the violation notice is produced by a computer device.
- (G) Retention of Violation Notices: The original or a facsimile of the violation notice shall be retained by the Traffic Compliance Administrator or Ordinance Enforcement Administrator and kept as a record in the ordinary course of business.

- (H) Prima Facie Evidence of Correctness: Any violation notice issued, signed and served in accordance herewith, or a copy of the notice, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the notice.
- (I) Admissibility: The violation notices or copies shall be admissible in any subsequent administrative or legal proceeding.
- (J) Action Upon Receiving Violation Notice/Opportunity for Hearing: A person to whom a standing, parking, or compliance regulation violation notice has been served pursuant to this section, shall, within twenty-one (21) days from the date of the issuance of standing, parking or compliance violation notice: 1) pay the indicated fine; or 2) submit the materials set forth in this section to obtain an adjudication by mail; or 3) attend an administrative hearing as set forth in this section to contest the charged violation. An administrative hearing date will be assigned at the time the notice of violation is issued. A response by mail shall be deemed timely if postmarked within twenty-one (21) days of the issuance of the parking or compliance violation notice.
- (K) Contest by Mail: If the respondent submits documentary evidence to contest by mail pursuant to this section, the respondent shall be served with a copy of the hearing officer's written determination of liability or non-liability.
- (L) Administrative Hearing: If the respondent requests an administrative hearing to contest the merits of the standing, parking or compliance violation, the respondent shall be served with notice of the date, time and location of the hearing. The formal or technical rules of evidence shall not apply at the hearing.

When a respondent either fails to pay the indicated fine prior to the hearing, contest the violation by mail, or appear at a hearing, a determination of standing, parking or compliance liability, as the case may be, shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within forty-two (42) days of issuance of a determination of liability will result in the imposition of a late payment penalty. Failure to pay the fine within sixty-two (62) days of a determination of liability shall result in the imposition of an additional late payment penalty. Upon the occurrence of a final determination of liability, any unpaid fine or penalty will constitute a debt due and owing the Village. The respondent shall be served with a notice of final determination of liability in accordance with this section.

- (M) Second Notice of Parking, Standing, or Compliance Violation: In the event the first notice of violation was issued by affixing the original or facsimile of the notice to the unlawfully parked vehicle or by handing the notice to the operator, a second notice of standing, parking or compliance violation to be sent to the respondent in accordance with subsection (E) of this section. The second notice of violation shall specify the date and location of the violation, the make and State registration

number of the cited vehicle, the Code provision violation, the applicable fine, and the time and manner in which the respondent may obtain an adjudication, in writing, or appear at the scheduled hearing to contest the violation.

The second notice of standing, parking or compliance violation shall also state that failure to pay the indicated fine and any applicable penalty, or to appear at a hearing or contest a vehicular standing, parking, or vehicle compliance violation in writing on the merits in the time and manner specified, will result in a default judgment and final determination of liability for the cited violation in the amount of the fine or penalty indicated, and that upon the occurrence of a final determination of violation liability for the failure, and the exhaustion of, or failure to exhaust, available administrative or judicial procedures for review, or any unpaid fine or penalty, or both, will constitute a debt due and owing the Village.

The respondent shall have the option of avoiding an appearance at an administrative hearing by completing either of the following options at least twenty-one (21) days prior to the scheduled hearing date set forth in the second notice of standing, parking or compliance violation: 1) paying the fine and penalty amount; or 2) contest the violation notice as pursuant to subsection (J) or contest the violation notice in writing pursuant to subsection (K) of this Section. Payment of the fine is an admission of liability and will act as a final disposition of the violation.

- (N) Notice of Final Determination of Liability. A notice of final determination of vehicular standing, parking, or vehicle compliance liability shall be sent following a determination of liability for the standing, parking or compliance violation and the conclusion of any administrative or judicial review, as is herein after set forth, and the notice shall contain, but not be limited to, the following information and warnings:
1. A statement that the unpaid fine or penalty, or both, is a debt due and owing the Village; and
 2. A warning that failure to pay the fine or penalty due and owing the Village within twenty-one (21) days of the issuance of the final determination of liability may result in the filing of a petition in the Circuit Court to have the unpaid fine or penalty, or both, rendered a judgment as provided by this section.
- (O) A final determination of vehicular standing and parking violation and vehicle compliance violation liability shall occur following the failure to pay the total assessed fine and penalty after the Administrative Hearing Officer's determination of liability and the exhaustion of or the failure to exhaust any judicial review procedures set forth in this section or the failure to file a petition to vacate a default judgment as set forth in section 15-1-15(P) of this Chapter.

The Administrative Hearing Officer's determination of liability of vehicular standing and parking violations and vehicle compliance violations made under this section, shall become final upon denial of a timely petition to vacate and/or set aside that determination, or upon expiration of the period for filing the petition to vacate without a filing have been made where a person fails to appear at a hearing to contest the alleged violation in the time and manner specified in a prior mailed notice.

(P) A petition to set aside a default judgment or determination of liability may be filed by a person owing an unpaid fine or penalty in the manner and subject to the restrictions and grounds hereinafter set forth:

1. A written petition to set aside a default judgment or determination of liability must be filed with the Traffic Compliance Administrator or Ordinance Enforcement Administrator, c/o Village of Willowbrook Police Department, within, but not later than, twenty-one (21) days from the date the default judgment or determination of liability is made;
2. The Administrative Hearing Officer shall act upon a petition timely filed and render a decision thereon within thirty (30) days of the date filed;
3. The grounds for setting aside a determination of liability shall be limited to the following:
 - (i) The person against whom the determination of liability is made was not the owner or lessee of the cited vehicle on the date the vehicular standing and parking violation or vehicle compliance violation notice was issued;
 - (ii) The person has already paid the fine and any penalty; and
 - (iii) Excusable failure to appear at or request a new date for a hearing.
4. Should the default judgment or determination of liability by the Administrative Hearing Officer be set aside, the Traffic Compliance Administrator or Ordinance Enforcement Administrator shall:
 - (i) Notify the registered owner, or lessee, as the case may be, that the default judgment or determination of liability has been set aside;
 - (ii) Notify the registered owner, or lessee, as the case may be, of the date, time and place for a new hearing on the merits of the violation

for which the default judgment or determination of liability has been set aside;

- (iii) Notice of setting aside of the default judgment or determination of liability and the notice of the hearing date shall be by first class mail, postage prepaid, to the address set forth on the petition to set aside the default judgment or determination of liability; and
- (iv) Service of the notice shall be complete on the date the notices are deposited in the United States mail;

(Q) Contest by Mail Procedures: Persons who have been served standing, parking or compliance regulation notices, in accordance with this section, may contest the validity of the alleged violation without personally appearing at an administrative hearing by:

1. Contest by mail: Completing, in full, the “contest by mail” section of the violation notice, served upon him or her pursuant to this chapter.
2. Signature: Signing the “contest by mail” in the space specified in the violation notice, and acknowledging that his or her personal appearance is waived and submitting to adjudication based upon the signed statement and other supporting materials filed by him or her and the facts contained in the violation notice.
3. Filing materials: Filing by mail with the Traffic Compliance Administrator or Ordinance Enforcement Administrator postmarked within twenty-one (21) days of the violation notice issuance or within twenty-one (21) days of the date of the additional violation notice, the following materials: the violation notice with the “contest by mail” section fully completed; the full name, address and telephone number(s) of the respondent; the make, model and year of the vehicle, if applicable; any documentary evidence that rebuts the charge; and a written statement signed by the respondent setting forth facts relevant to establishing a defense to the charge.
4. Grounds for Review: A person charged with a parking, standing or compliance regulation violation may contest the charge by mail by asserting one or more defenses to the violation with appropriate evidence to support such defense(s).
5. Determination of Liability. Upon review of the materials submitted, the Administrative Hearing Officer shall make a determination of liability or non-liability. The Administrative Hearing Officer shall, upon a determination of liability, assess fines as authorized by this Code.

6. Notice of Determination: Notice of the determination of the hearing officer shall be served upon the person contesting a violation notice by mail by first class mail, postage prepaid, addressed to the person at the address set forth in the materials submitted.
 7. Service of Notice: Service of the notice of determination shall be complete on the date the notice is placed in the United States mail.
- (R) Penalties: The fines and penalties which shall be imposed for each violation of a vehicular standing, parking or compliance regulation violation shall be as set forth in Title 1, Chapter 4, Sections (G) 1 and (G) 13, as the case may be, of this Code. The fines and penalties for a violation of parking in a parking space reserved for persons with disabilities (handicapped parking) shall be not less than Three Hundred Fifty Dollars (\$350.00).
1. Excluding penalties for violations of parking in a parking space reserved for persons with disabilities, failing to pay the indicated fine or attend a scheduled hearing and the exhaustion of or failure to exhaust any administrative review procedures shall result in the imposition of a late payment penalty fee(s) in addition to the fine as follows:
 - (i) Excluding only handicapped parking violations, if the fine is not paid within forty-two (42) days after a determination of liability, a late payment fee of Twenty-Five Dollars (\$25.00) will be assessed and, if the fine remains unpaid after sixty-two (62) days after a determination of liability, an additional Twenty-Five Dollar (\$25.00) late payment fee will be assessed.
- (S) The Village of Willowbrook hereby adopts, by reference, all current and future amendments to the Illinois Vehicle Code (625 ILCS 5/1-100, *et seq.*) governing the standing, parking or condition of motor vehicles (compliance), for its enforcement and adjudication within the corporate boundaries of the Village and in those areas subject to off-street parking agreements and all current and future amendments to Article 1, Division 2.1 (65 ILCS 5/Art. 1 Div. 2.1) of the Illinois Municipal Code.

SECTION THREE. The provisions of Title 8, Chapter 11, Section 1, of this Code are hereby reserved.

SECTION FOUR. The procedures for adjudication of Automated Traffic Law Enforcement Violations (625 ILCS 5/11-208.6) shall be as set forth in Title 8, Chapter 11, Sections 8-11-2 through 8-11-13, inclusive of this Code.

SECTION FIVE. Any ordinance or portion of any ordinance in conflict with any provisions of this Ordinance is hereby repealed solely to the extent of such conflict.

SECTION SIX: This Ordinance shall be in full force and effect from and after ten (10) days after its passage and approval and publication in the manner as provided by law, or January 1, 2024, whichever shall last occur.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.i.

DATE: December 18, 2023

SUBJECT:

DUPAGE WATER COMMISSION & CITY OF CHICAGO WATER SUPPLY CONTRACTS

- i. AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS
- ii. A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Sean Halloran, Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking approval from the Board to approve a resolution and an ordinance regarding the water supply contract with the DuPage Water Commission.

PREVIOUS ACTION TAKEN

At the November 27, 2023 Committee of the Whole meeting, the Board unanimously approved staff's recommendation.

BACKGROUND/SUMMARY

Over the past couple of years, the DuPage Water Commission ("DWC") has entered into several discussions with the City of Chicago regarding the existing contract between the two entities. As a result of those discussions, the Village Board is required to pass a resolution and an ordinance prior to December 31, 2023 in order to retain membership in the DuPage Water Commission. There are a few changes including no longer having water minimums, allowing new joint voting members in counties outside of DuPage, and administrative changes. The approvals include (1) adopting a municipal contract extension agreement, and (2) a resolution, required in Section 16 of the existing agreement, which requires concurrence from $\frac{3}{4}$ (three-quarters) of the Commission's customers.

Furthermore, the City of Chicago contract is up for renewal in 2024. DWC is recommending all of its members approve this extension with the City of Chicago for 15-20 years. During the term of the renewed contract, DWC will explore several opportunities for alternative solutions for their members. As the Board is aware, the City of Chicago has continuously raised rates since 2011, which are subsequently passed on to DWC and eventually the Village. Additionally, the City of Chicago does not charge DWC based on a cost-of-service model, the use of which would see a significant decrease in the existing rate. On the contrary, the rate model currently used has created several more issues and increased costs for residents and businesses throughout DuPage County.

FINANCIAL IMPACT

This item is not related to any water rate increases or decreases.

RECOMMENDED ACTION:

Staff recommends the Village Board approve both the resolution and the ordinance.

ORDINANCE NO. 23-O-_____

**AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois, is a customer of the DuPage Water Commission (the “Commission”) pursuant to the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers dated June 11, 1986 (the “Original Contract”); and

WHEREAS, the Original Contract expires on February 24, 2024; and

WHEREAS, the Commission and current customers desire and intend to enter into a new Water Purchase and Sale Contract between the DuPage Water Commission and Contract Customers (the “New Contract”) (attached hereto as Exhibit “A” and incorporated as if fully set forth herein), whereby the Commission will supply water to the customers according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook deem it to be in the best interest of the Village and its residents to approve and enter into the New Contract.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE. The foregoing recitals are adopted as express findings of the Corporate Authorities of the Village of Willowbrook and are incorporated herein by specific reference.

SECTION TWO. The Water Purchase and Sale Contract Between the DuPage Water Commission and Contract Customers, attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A, shall be and hereby is approved and ratified.

SECTION THREE. The Mayor of the Village of Willowbrook is hereby authorized and directed to execute the Water Purchase and Sale Contract between the DuPage Water Commission and Contract Customers, attached hereto as Exhibit “A”, on behalf of the Village.

SECTION FOUR. This Ordinance shall be in full force and effect from and after its passage, approval and publication, in the manner provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER
COMMISSION AND CONTRACT CUSTOMERS**

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
VILLAGE OF BENSENVILLE
VILLAGE OF BLOOMINGDALE
VILLAGE OF CAROL STREAM
VILLAGE OF CLARENDON HILLS
CITY OF DARIEN
VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
CITY OF ELMHURST
VILLAGE OF GLENDALE HEIGHTS
VILLAGE OF GLEN ELLYN
VILLAGE OF HINSDALE
VILLAGE OF ITASCA
VILLAGE OF LISLE
VILLAGE OF LOMBARD
CITY OF NAPERVILLE
VILLAGE OF OAK BROOK
CITY OF OAKBROOK TERRACE
VILLAGE OF ROSELLE
VILLAGE OF VILLA PARK
VILLAGE OF WESTMONT
CITY OF WHEATON
VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
CITY OF WOOD DALE
VILLAGE OF WOODRIDGE
ILLINOIS-AMERICAN WATER COMPANY
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF _____, _____

WATER PURCHASE AND SALE CONTRACT

Table of Contents

	<u>Page</u>
PREAMBLES	
Section 1. Definitions	8
Section 2. Water Supply	11
(a) Agreement to Purchase and Sell	11
(b) Certain Limits on Supply and Commission's Power to Contract	11
(c) Emergency or Maintenance Shut-Off	12
(d) Curtailment; Emergency Use of Other Sources	12
(e) Water Quality	12
Section 3. Storage, Delivery, Distribution and Conservation	12
(a) Storage	12
(b) Points of Delivery, Back-Flows, Pressure	13
(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste	13
Section 4. Measuring Equipment	14
(a) Commission to Supply Equipment, Official Record	14
(b) Calibration	14
(c) Check Meters	14
(d) Variations between Meters; Reconciliation	15
(e) Removal of Commission Metering Station	15
Section 5. Unit of Measurement	16
Section 6. Prices and Terms of Payment	16
(a) Operation and Maintenance Costs; Underconsumption Costs	16
(b) Fixed Costs	16
(c) Bills and Due Date	17
(d) Default Shares	17
(e) Disputed Payments	17
(f) Interest on Overdue Payments	18
(g) Security Deposit	18
(h) Rates to Contract Customers Same	19
(i) Limitation on Payments; Net Indebtedness of Contract Customers	19
(j) May Use Other Moneys	19
(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers	19
(l) Beginning of Obligation to Pay	19
(m) Provision in Lieu of Water Allocation	19

	<u>Page</u>
Section 7. Procedural and Other Limitations; Further Covenants of the Commission	19
(a) Procedural Rule	19
(b) Lake Water Only	20
(c) Intentionally Omitted	20
(d) Covenants to Be Set Out in Bond Ordinances/Resolutions	20
(e) Absolute Conditions	20
(f) Emergency Supply	21
(g) Governance	21
(h) Retail Sales	21
(i) Evidence of Customer Action	21
(j) Limitation on Funds	21
(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions	21
Section 8. Special Conditions and Covenants	21
(a) Commission to Build Waterworks System and Supply Lake Water	21
(b) Title to Lake Water	22
(c) Payments Hereunder an Operation Expense of Unit Systems	22
(d) Commission Insurance	22
(e) Commission to Continue to Serve	23
(f) Commission Covenant to Operate Properly	23
Section 9. Additional Contract Customer Covenants	23
(a) Maintain and Operate Unit System	23
(b) Rate Covenant	23
(c) Segregate Revenues	23
(d) Future Subordination of Revenue Bond Lien	24
(e) General Covenant to Operate Properly	24
(f) Accounting and Audit	24
(g) Maintain Ownership of Unit System and Properties	24
(h) Insurance	24
(i) Budget and Appropriations	25
(j) Continue to Serve	25
(k) Maintain Water Allocation	25
(l) Combining or Separating Unit System Accounts	25
(m) Customer Covenants as to Rate of Withdrawal	25
Section 10. Election as to Water Purchase Requirements	25
Section 11. Resale Limitations	26

Section 12.	Subsequent and Other Contracts	26
	(a) No Contract With Rate More Favorable	26
	(b) Occasional Service Only Except to Contract Customers	26
	(c) Subsequent Contract Terms	26
Section 13.	Force Majeure	27
Section 14.	Commission Defaults	28
Section 15.	Contract Customer's Obligation Unconditional	28
Section 16.	Modification of this Contract or of the Water Supply Contract	28
Section 17.	Non-Assignability	29
Section 18.	Cooperation In Construction of Commission Water Supply	29
Section 19.	Mutual Cooperation in Issuance of Obligations	30
Section 20.	Regulatory Bodies	30
Section 21.	Commission Cooperative Arrangements with Other Water Suppliers	30
Section 22.	Notices and Evidence of Actions	31
Section 23.	Severability	31
Section 24.	Effective Date and Term	31
Section 25.	Governing Law; Superseder	31
Section 26.	Venue	31
Section 27.	Execution in Counterparts	31
SIGNATURES		
EXHIBIT 1	Map	

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison	Village of Lisle
Village of Bartlett	Village of Lombard
Village of Bensenville	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
Village of Downers Grove	Village of Westmont
County of DuPage	City of Wheaton
City of Elmhurst	Village of Willowbrook
Village of Glendale Heights	Village of Winfield
Village of Glen Ellyn	City of Wood Dale
Village of Hinsdale	Village of Woodridge
Village of Itasca	

Others

Illinois-American Water Company
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the Contract Customers each have a waterworks system (a “Unit System” as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a “Water Allocation” as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the “Water Supply Contract” as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its “Bonds” as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: “Cost of the Project” as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a “Bond Resolution” as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other “Subsequent Customers” as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this Contract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission.

“Fiscal Year” means the fiscal year of the Commission.

“Fixed Costs” means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“Minimum Take or Pay Requirement” means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in

Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

“Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

“Subsequent Customer” means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

“Subsequent Contract” means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

“Trustee” means the trustee provided in the Bond Resolution.

“Underconsumer” means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

“Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer’s Water Allocation times 365.

“Underconsumption Costs” means any amount which the Commission is obligated to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

“Underconsumption Ratio” means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

“Unit System” means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

“Water Allocation” means, with respect to a Customer, such Customer’s allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take.

“Water Supply Contract” means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

“Waterworks System” means all the Commission’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of “included units” in the Acts.

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission’s obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer’s then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer’s Water Allocation divided by 24. Further, the Commission’s obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission’s Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the Commission’s source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii)

the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including

its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract) .

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the

points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A Contract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such Contract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each Contract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

(c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the

Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in

terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

(h) Rates to Contract Customers Same. No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.

(i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

(m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract

Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

(c) Intentionally Omitted.

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

(b) Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

(c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.

(d) Commission Insurance. The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the Contract Customers.

(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.

Section 9. Additional Contract Customer Covenants. Each Contract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the

proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. Contract Customers shall not resell more than five percent of the water purchased from the Commission *except*: (i) to retail water customers under published rates and charges, without any special contract; or(ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of

local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any Contract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Contract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. Contract Customer's Obligation Unconditional. The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Contract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself in accordance with GAAP;
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (iv) Make available certified copies of official proceedings;
- (v) Provide reasonable certifications to be used in a transcript of closing documents; and

(vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. Effective Date and Term. This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between

the Commission and the Contract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 27. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF ADDISON

By _____
Rich Veenstra, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lucille Zuccherro, Village Clerk

VILLAGE OF BARTLETT

By _____
Kevin Wallace, President

Date: _____

[SEAL]

Attest:

By _____
Lorna Giless, Village Clerk

VILLAGE OF BENSENVILLE

By _____
Frank DeSimone, President

Date: _____

[SEAL]

Attest:

By _____
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By _____
Franco A. Coladipietro, President

Date: _____

[SEAL]

Attest:

By _____
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By _____
Frank Saverino, Mayor

Date: _____

[SEAL]

Attest:

By _____
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By _____
Eric Tech, President

Date: _____

[SEAL]

Attest:

By _____
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By _____
Joseph A. Marchese, Mayor

Date: _____

[SEAL]

Attest:

By _____
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By _____
Robert T. Barnett, Mayor

Date: _____

[SEAL]

Attest:

By _____
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By _____
Deborah A. Conroy, Chair

Date: _____

[SEAL]

Attest:

By _____
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By _____
Scott M. Levin, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By _____
Chodri Ma Khokhar, President

Date: _____

[SEAL]

Attest:

By _____
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By _____
Mark Senak, President

Date: _____

[SEAL]

Attest:

By _____
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By _____
Thomas K. Cauley, Jr., President

Date: _____

[SEAL]

Attest:

By _____
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By _____
Jeff Pruyn, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By _____
Christopher Pecak, Mayor

Date: _____

[SEAL]

Attest:

By _____
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By _____
Keith T. Giagnorio, President

Date: _____

[SEAL]

Attest:

By _____
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By _____
Scott A. Wehrli, Mayor

Date: _____

[SEAL]

Attest:

By _____
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By _____
Laurence Herman, President

Date: _____

[SEAL]

Attest:

By _____
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By _____
Paul Esposito, Mayor

Date: _____

[SEAL]

Attest:

By _____
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By _____
David Pileski, Mayor

Date: _____

[SEAL]

Attest:

By _____
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By _____
Nick Cuzzone, President

Date: _____

[SEAL]

Attest:

By _____
Hosanna Korynecky, Village Clerk

VILLAGE OF WESTMONT

By _____
Ron Gunter, Mayor

Date: _____

[SEAL]

Attest:

By _____
Virginia Szymiski, Village Clerk

CITY OF WHEATON

By _____
Philip J. Suess, Mayor

Date: _____

[SEAL]

Attest:

By _____
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By _____
Frank A. Trilla, Mayor

Date: _____

[SEAL]

Attest:

By _____
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By _____
Carl Sorgatz, President

Date: _____

[SEAL]

Attest:

By _____
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By _____
Annunziato Pulice, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By _____
Gina Cunningham, Mayor

Date: _____

[SEAL]

Attest:

By _____
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By _____
President

Date: _____

[SEAL]

Attest:

By _____

Argonne National Laboratory

By _____
Director

Date: _____

[SEAL]

Attest:

By _____

Aqua Illinois, Inc.

By _____
President

Date: _____

[SEAL]

Attest:

By _____

DuPAGE WATER COMMISSION

By _____
Jamez F. Zay, Chairman

Date: _____

[SEAL]

Attest:

By _____
Danna M. Mundall, Clerk

RESOLUTION NO. 23-R-____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AN
EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE
WATER COMMISSION AND THE CITY OF CHICAGO**

WHEREAS, in 1984, the DuPage Water Commission (the “Commission”) entered into a Water Supply Contract between the DuPage Water Commission and the City of Chicago (the “Water Supply Contract”) for the Commission to purchase Lake Michigan water from the City of Chicago (the “City”) to provide to the Commission’s customers; and

WHEREAS, the Village of Willowbrook is a customer of the Commission and purchases Lake Michigan water from the Commission; and

WHEREAS, the Water Supply Contract expires on March 19, 2024; and

WHEREAS, the Water Supply Contract grants the Commission the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period of not less than ten (10) years, and not more than forty (40) years; and

WHEREAS, the Commission has commenced negotiations with the City on a new water supply contract, but the Commission does not believe that a new water supply contract will be executed before the Current Water Supply Contract expires; and

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract between the DuPage Water Commission and Charter Customers, the Commission held a public meeting of its customers on October 31, 2023 to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City; and

WHEREAS, the Commission has deemed it to be in the best interest of the Commission and its customers to exercise its option to extend the Water Supply Contract under its current terms

and conditions for a period of not less than fifteen (15) years, and not more than twenty (20) years;
and

WHEREAS, the corporate authorities of the Village of Willowbrook deem it to be in the best interest of the Village of Willowbrook and its residents to approve and consent to an extension of the Water Supply Contract for a period of not less than fifteen (15) years, and not more than twenty (20) years.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Village of Willowbrook, as if fully recited herein.

SECTION 2: The Village Board of the Village of Willowbrook hereby approves and consents to the Commission extending the Water Supply Contract for a period of not less than fifteen (15) years, and not more than twenty (20) years.

SECTION 3: The Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after its approval.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4: This Resolution shall be in full force and effect immediately upon and after its passage and approval, as required by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSENTIONS: _____

ABSENT: _____

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.j.

DATE: December 18, 2023

SUBJECT:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A MASTER SOFTWARE LICENSE AGREEMENT BY AND BETWEEN DACRA TECH, LLC AND THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Village staff has been reviewing the establishment of a Local Administrative Adjudication process for adjudicating certain municipal code violations as permitted by state statute. Staff are now requesting that the Board of Trustees approve an amendment to the adjudication software agreement between the Village and DACRA Tech to expand the software capabilities.

PREVIOUS ACTION TAKEN

At the August 28th Village Board of Trustees meeting, staff received unanimous support from the Board to implement the Local Administrative Adjudication process and enter into an agreement with DACRA Tech for Administrative Adjudication Software.

BACKGROUND/SUMMARY

The initial DACRA Tech agreement that was approved by the Village Board of Trustees included only the Municipal Enforcement Adjudication Module. This contract amendment will provide the Village with the Mobile State & Municipal e-Citation Module and the Police Patrol Management Module.

Per Deputy Chief Kadolph, regarding the need for these expanded modules:

- E-citations Module:
 - A far superior product than the current county VP2 system.
 - Has the full capability to integrate with the LEADS/MPS system and the County Clerk's office.
 - Gives officers a single platform to issue parking citations, moving violations, non-moving violations, ordinance violations, and written warnings.
 - Having all non-criminal citations on a single platform will ensure permitted maximization of the violations to proceed to administrative adjudication versus a system/option for an officer to send non-moving violations to circuit court. This will ensure the best path to success of the adjudication program.
 - All data in one platform to better highlight successes and note areas of improvement needed.



- Patrol Module:
 - Streamline the towing program to include better accountability and transparency of notices and records to track both custody of persons' vehicles and accountability to the towing companies. Current procedures rely on an antiquated system of paper, form, and binder. Crime prevention notices with analytics will provide a real measurement of the efforts in crime prevention and hold officers accountable for a function of their duties that has been previously difficult to monitor.

In transitioning to an administrative towing fee or fine system, this program would be instrumental in its management.

FINANCIAL IMPACT

With the new contract amendment, the cost for DACRA Tech administrative adjudication software, including all three modules, is \$2,500 per month. During the first year of implementation, DACRA Tech typically charges a \$10,000 implementation/training/integration fee, however, this fee was waived for the Village of Willowbrook. In total, DACRA Tech administrative adjudication software will cost the Village of Willowbrook \$30,000 annually.

The original contract, for the Municipal Enforcement Adjudication module alone, the cost to the Village will be monthly charges of \$1,500, or \$18,000 annually.

Since this item was not previously budgeted, it will be expensed through the Village Administrator's Office's Contingency account.

RECOMMENDED ACTION:

Staff recommends the Village proceed with approval of the amended DACRA Tech Administrative Adjudication software agreement.

RESOLUTION NO. 23-R-__

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A MASTER SOFTWARE LICENSE AGREEMENT BY AND BETWEEN DACRA TECH, LLC AND THE VILLAGE OF WILLOWBROOK

WHEREAS, on August 28, 2023, by Resolution 23-R-47, the Village approved a Master Software Agreement with DACRA Tech, LLC; and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to approve a First Amendment to the Agreement with DACRA Tech, LLC for the acquisition and utilization of certain computer software for use in conjunction with the Village's ordinance enforcement and compliance operations, by adding two (2) additional service modules to the software.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the First Amendment to the Agreement between DACRA Tech, LLC and the Village of Willowbrook, attached hereto as Exhibit "A", is hereby approved.

BE IT FURTHER RESOLVED that the Village Mayor is hereby directed and authorized to execute said First Amendment to the Agreement, and the Village Clerk is directed to attest to the Mayor's signature, all on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

BE IT FURTHER RESOLVED that this Resolution shall be effective and in full force and effect from and after its passage and approval as provided by law.

PASSED and **APPROVED** this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

FIRST AMENDMENT TO DACRA TECH, LLC AGREEMENT



AMENDMENT #1
DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT
VILLAGE OF WILLOWBROOK

This Amendment #1 (the "**Amendment #1**") is dated, November 28, 2023, and shall be effective when fully executed, (the "**Amendment # 1 Effective Date**"), by and among Dacra Tech LLC ("**DACRA**") and the **Village of Willowbrook** ("**Willowbrook**"), parties to the Master Software Licensing Agreement for Dacra Tech's Municipal Enforcement System dated September 1, 2023 (the "**Original Agreement**").

WHEREAS, the Parties have mutually agreed to amend certain terms and conditions of the Original Agreement, specifically related to the addition of two modules as follows:

1. **Exhibit B – Services Requested by Municipality**, as outlined in the Original Agreement shall be amended to include the additional services of *Mobile State and Municipal e-Citation Module* and the *Police Patrol Management Module* as follows:

Mobile State and Municipal E-Citation Module

- **State of Illinois E-Citations:**
 - Issue and print Illinois citations, updated to Administrative Office of Illinois Courts standards:
 - Illinois AOIC Compliant Electronic Uniform Citation
 - Illinois AOIC Compliant Electronic Overweight Citation
 - Illinois AOIC Compliant Electronic Civil Law Citation
 - Cook County "Y" Citation Format
- **Mobile Municipal Enforcement Adjudication Citation Tools:**
 - Issue and print local ordinance citations:
 - Parking Citations – Multiple entry methods to speed parking citation issuance
 - Animal – Track animal specific information with violator history available
 - Compliance Violations – Department specific ordinance compliance citations
 - Tow Ticketing – Issue administrative tow seizure and hearing notices
 - Legacy Tickets – Historical citation data can be imported for violation payment
- **Additional Citation Features:**
 - Easily create additional "companion" violations for the same violator with one click
 - Agency defined mandatory field completion
 - Statute/Ordinance "Easy Search" Functionality
 - Offense location and respondent GPS mapping tools
 - Citation digital evidence record storage
 - Extensive citation data analytics and mapping capability
- **Illinois TSS/RP and Pedestrian Stop Data Collection:**
 - Easily collect traffic stop data to reduce entry time and generate Illinois S.O.S Reports for uploading.
 - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.

- **Violator History Reports:**
 - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
 - Effectively manage expungements for violations as required by state and local rules.
- **Hand-Held Ticketing:**
 - Dacra's "3 Click" Parking Ticket feature provides the industry's fastest way to accurately issue a parking violation via tablets complete with photo evidence.

Police Patrol Management Module

- **Towed Vehicle Management Tools**
 - **Abandoned Vehicle Tracking:** Identify and track abandoned vehicles with required notices and follow-up reports.
 - **Police Tow and Impound Inventory Management:** Create and process tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
 - **Administrative Tows:** Dacra manages tow and violation data from the issuance of the seizure/administrative hold, through payment, and into the hearing, ensuring violator due process and reducing department risk.
 - **Tow Holds:** Tow "holds" can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.
- **Officer Docs:** Store, issue, and print single use documents used for in the patrol environment from the squad.
- **Crime Prevention Notices:** Customize, issue, and track Crime Prevention Notices to communicate areas of concern to residents. Extract data later to send notices to residents that need to be aware of community concerns.
- **Night Parking Permits:** Issue night park permits online via secure algorithm. Provide real-time notification of night park permits to officers, ensuring a seamless, convenient process for the parker, and the officer.

2. Exhibit C – Fees Paid by Municipality, as outlined in the Original Agreement shall be amended to include the additional service fees of *Mobile State and Municipal e-Citation Module* and the *Police Patrol Management Module* as follows:

Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee		Monthly Service Fee
Original Agreement Monthly Licensing Fee – Adjudication Module		\$1,500
Amendment #1 Monthly Licensing Fee – e-Citation, and Police Patrol Modules		\$1,000
Year 1: Go-Live Date – September 1, 2024		
Total Monthly Licensing Fee		\$2,500
Monthly Usage Fee – Calculated by totaling fees for citations issued that month:		
- Adjudication Citations Issued That Month –500 included at no cost		\$3 each
- State Citations Issued That Month –500 included at no cost		\$1 each

3. Except as set forth in this Amendment #1, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this Amendment #1 shall prevail.

4. This Amendment # 1 may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Amendment #1 signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

Acknowledgement

Dacra Tech, LLC

By: _____

Name:

Title:

Date:

The Village of Willowbrook

By: _____

Name: Frank Trilla

Title: Mayor

Date: December 18, 2023



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.k.

DATE: December 18, 2023

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lauren Kaspar, Chief of Police
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

A resolution adopting a Memorandum of Understanding (MOU) between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to conduct a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2024 (i.e., January 22, 2024, through January 19, 2025).

BACKGROUND/SUMMARY

In August of 2023, representatives of the Union requested to discuss the possibility of implementing a trial period in which the patrol division would be assigned to work twelve (12) hour shifts. After several meetings with Village staff, to discuss the impact of twelve (12) hour shifts, it was determined that exploring a twelve (12) hour shift trial period would be beneficial.

The proposed work cycle is the "Pitman Schedule" which consists of a two-week cycle where each team works two consecutive shifts, followed by two days off duty, works three consecutive shifts, followed by two days off duty, works two consecutive shifts, followed by three days off duty. Two squads are assigned day shifts, and two squads are assigned night shifts.

An example of the Pitman schedule is (D=day shift, N=night shift, O=day off):

Squad 1: DD-OO-DDD | OO-DD-OOO

Squad 2: NN-OO-NNN | OO-NN-OOO

Squad 3: OO-DD-OOO | NN-OO-NNN

Squad 4: OO-NN-OOO | DD-OO-DDD

The Pitman schedule is popular because police officers receive every other weekend off. The Pitman schedule provides 24-hour coverage by rotating four squads and two 12-hour shifts.

This schedule provides many pros for officers as no officer will be scheduled to work more than three (3) consecutive days, and all officers will be scheduled a three (3) day weekend every other week. Currently many law enforcement agencies are facing major issues pertaining to recruitment and retention of officers. Staff believes the structure of the Pitman Schedule will assist in mitigating these issues.



In addition to the benefits for personnel, staff surveyed neighboring communities to determine how the implementation of twelve (12) hour shifts affected overtime costs. Of the towns surveyed, Oak Brook, Darien, Warrenville, and Clarendon Hills returned information. In the years following the implementation of twelve (12) hour shifts, all four (4) communities had reductions in overtime expenditures with some outlying fluctuation.

Armed with that information and feedback, Village staff and legal counsel drafted options for an alternative twelve (12) hour work schedule that would provide both employees and administration with the benefits afforded by such a schedule. After the options were drafted, staff met with Union representatives and provided them with the information to bring back to the members of the Union.

On October 23, 2023, the members of the Union voted to accept the options as provided by Village staff and expressed their desire to draft an MOU between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council to conduct a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2024 (i.e., January 22, 2024 through January 19, 2025).

The proposed MOU is attached for reference, however, in summary, it addresses the following main points:

Work Schedule for Patrol Division: The normal workday for patrol officers and sergeants assigned to the alternative work schedule shall be twelve (12) hours, and such employees shall be scheduled to work seven normal workdays (84 hours) in a fourteen (14) day work cycle. Members assigned to such specialty assignments shall remain on a schedule of eighty (80) regular hours in a fourteen (14) day work cycle.

Calculation of Rate of Pay: Covered members who work the alternative schedule (2,184 hours per annum) shall be paid a regular hourly rate of pay that is to be calculated by dividing the applicable salary for such member, as set forth in Section 23.1 of the Agreement, by two thousand eighty (2,080) hours. Such covered member's annual salary will then be calculated by multiplying such regular hourly rate by two thousand one hundred eighty-four (2,184) hours.

Overtime: For covered members who work the alternative work schedule (12-hour shifts), overtime shall only be paid for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle.

Benefit Time: For covered members who work the alternative work schedule (12-hour shifts), all benefit time (i.e., sick leave days, vacation days, holidays) shall be converted to hours, with a "day" being equal to eight (8) hours, and such benefit time shall continue to accrue at the rate of eight (8) hours equals a "day." Any employee who is assigned to such an alternative work schedule shall have benefit time deducted on an hour-for-hour basis (e.g., twelve hour absence on sick leave equals twelve hours deducted from the employee's sick leave bank).

FINANCIAL IMPACT

For the purposes of the trial period there would be the following financial impacts to consider:

- Personnel costs with the promotion of a fourth sergeant to cover the extra squad. This cost would be the salary difference between the officer being promoted and the current sergeant salary. (Approximately \$27,000/year)
- Personnel costs associated with the new calculation of base salary due to the eighty-four (84) hour work cycle.
- Although we cannot guarantee a reduction in overtime, many studies correlate twelve (12) hour shifts with a reduction in overtime. Also, to be noted, is that with the new calculation of rate of pay, each officer will be working an additional 104 hours annually at the straight time rate of pay in lieu of overtime.

RECOMMENDED ACTION:

Adopt the resolution to enter into an MOU with the Illinois Fraternal Order of Police Labor Council for a 12-hour shift cycle for a one-year trial period.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK AUTHORIZING
AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

WHEREAS, the Village of Willowbrook (“Village”) and the Illinois Fraternal Order of Police Labor Council (“Union”) are parties to a collective bargaining agreement (“Agreement”);
and

WHEREAS, the Village and Union are desirous of conducting a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for the calendar year 2024 (i.e., January 22, 2024 through January 19, 2025).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE. That certain “Memorandum of Understanding Regarding the Establishment of an “Alternative Work Schedule for Patrol Division,” a copy of which is attached hereto as Exhibit “A”, is hereby approved.

SECTION TWO. The Village Mayor is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the Village.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION THREE. This Resolution shall be in full force and effect upon its passage as provided by law.

PASSED and **APPROVED** this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT A

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the VILLAGE OF WILLOWBROOK ("Village") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ("Union").

WHEREAS, the Village and the Union are desirous of conducting a trial period in which certain patrol officers and sergeants would be assigned to twelve (12) hour shifts, for calendar year 2024 (*i.e.*, January 22, 2024 through January 19, 2025).

NOW, THEREFORE, the Village and the Union agree as follows:

1. Non-Precedential Effect of Memorandum. The Village and the Union agree that this Memorandum of Understanding shall not be considered part of the current collective bargaining agreement between the Village and the Union ("Agreement"), nor shall it be considered an amendment to said Agreement, nor shall it constitute a precedent or a change in the *status quo ante*. The Village and the Union agree that neither the Village nor the Union may cite or reference this Memorandum of Understanding, or the trial period referenced herein, as precedent or as a change in the *status quo ante* in any subsequent negotiations or interest arbitration proceedings.

2. Alternative Work Schedule for Patrol Division. The Village shall implement, on a trial basis, an alternative work schedule for officers and sergeants assigned to the Patrol Division for the period beginning January 22, 2024 and ending January 19, 2025, subject to the terms of this Memorandum of Understanding, provided that this Memorandum of Understanding shall not apply to officers or sergeants who are assigned to specialty assignments, including detectives, task force members and tactical team members. Members assigned to such specialty assignments shall remain on a schedule of eighty (80) regular hours in a fourteen (14) day work cycle.

3. Conditions. The alternative work schedule provided by this Memorandum shall be in accordance with the following conditions:

A. The work cycle for those covered members assigned to the alternative work schedule, for purposes of the Fair Labor Standard Act, shall be fourteen (14) days, beginning on a Monday and ending on a Sunday.

B. The normal work day for patrol officers and sergeants assigned to the alternative work schedule shall be twelve (12) hours, and such employees shall be scheduled to work seven normal work days (84 hours) in such fourteen (14) day work cycle. Each twelve (12) hour work day shall include a thirty (30) minute paid meal period and two fifteen (15) minute coffee breaks, which may be combined by the covered member, for covered members who work the alternative work schedule, circumstances permitting. Failure to secure said breaks as a result of workload shall not occasion the payment of overtime.

C. Covered members shall select their shifts (*i.e.*, days or nights), based upon seniority (most senior first, second most senior second, to the least senior), with sergeants selecting separate from patrol officers. Assignments to Teams (*i.e.*, Team A, B, C or D) will be made by the Chief of Police or designee, and will be adjusted, in order to ensure appropriate assignment of officers with various specialties (*i.e.*, ET, FTO, etc.). Shifts shall not be rotated, but the Village retains the right to reassign officers throughout the trial period to a different shift or Team, as the need arises, in accordance with Section 15.3, Application of Seniority, of the Agreement.

4. Calculation of Rate of Pay. Covered members who work the alternative schedule (2184 hours per annum) shall be paid a regular hourly rate of pay that is to be calculated by dividing the applicable salary for such member, as set forth in Section 23.1 of the Agreement, by two thousand eighty (2080) hours. Such covered member's annual salary will then be calculated by multiplying such regular hourly rate by two thousand one hundred eighty-four (2184) hours.

5. Overtime. For covered members who work the alternative work schedule (12 hour shifts), overtime shall only be paid for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle. Hours that an employee is scheduled off for compensatory time, sick days, holidays or vacation shall be counted as hours worked for the sole purpose of determining eligibility for overtime pay, only when the employee would have otherwise been scheduled to work said hours. Overtime shall be earned in fifteen (15) minute increments.

6. Benefit Time. For covered members who work the alternative work schedule (12 hour shifts), all benefit time (*i.e.*, sick leave days, vacation days, holidays) shall be converted to hours, with a "day" being equal to eight (8) hours, and such benefit time shall continue to accrue at the rate of eight (8) hours equals a "day." Any employee who is assigned to such alternative work schedule shall have benefit time deducted on an hour-for-hour basis (*e.g.*, twelve hours absence on sick leave equals twelve hours deducted from the employee's sick leave bank).

7. Vacation Time. Any vacation hours selected during the "vacation selection period" for calendar year 2024 shall be taken in 24 hour or 36 hour blocks. Those blocks shall be consistent with the covered member's schedule (*i.e.*, if a member is scheduled to work two days in a row, he/she must request both days for a total of 24 hours of vacation time used; if a member is scheduled to work three days in a row, he/she must request all three days for a total of 36 hours of vacation time). During the vacation bidding time period, only one covered member shall be granted vacation time off, per shift, regardless of the impact on manpower requirements. After the close of the vacation bidding period and the posting of the vacation schedule, any requests for time off, whether vacation time or compensatory time, that would reduce manpower below the minimum requirement shall not be granted, unless approved by the Chief of Police or designee.

8. Holiday Pay. For purposes of implementing Section 7.1 of the parties' collective bargaining agreement, for covered members assigned to the alternative work schedule (12 hour shifts), and consistent with paragraph 6 of this Memorandum, holidays shall be converted to eight (8) hours per holiday (*i.e.*, 96 hours of holiday time per year). For purposes of calculating extra pay for working on a holiday, the holiday shall be considered to commence at 0600 hours on the day of the actual holiday, and to extend to 0600 hours the following day.

9. Sick Leave. For purposes of implementing Section 10.3 of the parties' collective bargaining agreement, for covered members assigned to the alternative work schedule (12 hour shifts), and consistent with paragraph 6 of this Memorandum, sick leave shall be converted from days to hours, upon implementation of the alternative work schedule (12 hour shifts), with a "day" being equal to eight (8) hours, and such covered members will accrue sick leave at a rate of eight (8) hours per month.

10. Training. For covered members assigned to the alternative work schedule (12 hour shifts), the following shall apply:

A. Employees who are required to attend training outside of the Village of Willowbrook shall be compensated on a day-for-day basis for single eight (8) hour, full-day, classes, unless the training is less than seven (7) hours, in which case, the employee shall be compensated for the actual hours of attendance at training (*e.g.*, an employee regularly scheduled to work a 12 hour day shall be compensated for 12 hours of pay and for mileage for attendance at a training session that lasts 7.5 hours, but shall be compensated for 6.5 hours of pay and for mileage for attendance at a training session that lasts 6.5 hours).

B. For multi-day classes, work hours will be rescheduled to allow maximum usage of any scheduled work hours, prior to incurring overtime. (*E.g.*, if an employee is scheduled to work two (2) twelve-hour shifts during the period of a scheduled three (3) days, eight (8) hours per day, training seminar, then no overtime would be incurred, as both the scheduled shifts and the training times would equal twenty-four (24) hours).

C. Employees who are required to attend training within the Village of Willowbrook shall be required to work the remainder of the twelve (12) hours duty time. Should any training class in Willowbrook end before the twelve (12) hours of regular duty time, the employee(s) shall report to the on-duty watch commander and be assigned work as necessary to offset the total shortfall.

D. Employees may use earned time off to make up any shortfall with the pre-approval of their supervisor or the approval of the on-duty supervisor.

E. Actual travel time for training conducted outside the Village of Willowbrook, other than for a single day of training, shall be deducted from any hours that may be owed to the Village. Should training or travel time cause a covered member to incur overtime for multi-day training, the member will be eligible to be paid overtime rates for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work cycle.

F. To assist the Department in facilitating training, an employee's days off may be changed to accommodate the training schedule with the prior approval of the employee.

11. Unscheduled Overtime/Forced Posted Overtime. For covered members who are working the alternative work schedule (12 hour shifts), the following shall apply:

A. The Chief of Police or designee(s) shall have the right to require overtime work, and covered members shall not refuse overtime work.

B. Whenever practicable, scheduled patrol-generated overtime will be filled on a voluntary basis. This can be accomplished via the notification of an available shift using the scheduling software.

C. Overtime opportunities shall first be offered to covered members in descending order of seniority (starting with the most senior) to all covered members who are eligible. If no volunteers are found, the on-duty covered member who is lowest in seniority will be ordered to hold over an additional four (4) hours. A covered member from the opposite squad (*e.g.*, A squad for B squad/B squad for A squad) shall be required to respond to the Department to cover the remaining eight (8) hours of the unfilled shift (“force back”). Such covered member who is the lowest in seniority and assigned to the opposite squad must respond to the Department, in order to fill such overtime assignment (force back). A covered member may not be forced back on two (2) consecutive days. If a vacancy is created on two (2) consecutive days, the covered member with the next lowest seniority on the squad shall be forced back on the second consecutive day, if no volunteers are found. If the shift requires a supervising officer, and the lowest member in seniority is ineligible to supervise a shift, the lowest covered member in seniority who is eligible to supervise shall be forced back.

D. The only exception to a covered member being forced back is when, with regard to such force back day, the covered member has been granted benefit time to take two (2) or more consecutive working days off. The covered member will not be forced back while using benefit time or RDOs when connected to usage of approved benefit time.

E. Covered members who are forced back shall be required, within three (3) hours, to notify the Department member who is responsible for filling the vacancy, in order to acknowledge that they are responsible for covering the overtime.

12. FMLA. In order to equalize FMLA leave time for all full-time sworn police officers and sergeants, so that all bargaining unit members may be eligible for twelve (12) weeks of forty (40) hours of FMLA leave, all employees working the alternative work schedule shall be reassigned to eight (8) hour shifts, whenever utilizing FMLA leave. This means that, for the purpose of FMLA, a “day” is defined as an eight (8) hour shift, irrespective of the officer’s regular scheduled shift length. As such, FMLA leave will be calculated based on an eight (8) hour workday. This will apply to both continuous and intermittent FMLA leaves. All FMLA leave requests are subject to approval in accordance with the Department’s FMLA policy and the federal FMLA regulations.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.I.

DATE: December 18, 2023

SUBJECT:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER FOR THE EXECUTIVE DRIVE FLOOD CONTROL PROJECT AND AWARDING A CONTRACT TO MARTAM CONSTRUCTION, INC.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests the Village Board approve an agreement with Martam Construction, Inc. for construction of the Executive Drive Flood Control Project.

BACKGROUND/SUMMARY

The Executive Drive Flood Control Project will consist of roadway reconstruction for all of Plaza Court, approximately 700 feet, and approximately 1,125 feet of Executive Drive. The project will include the removal of pavement, trees, combination curb and gutter, driveways, storm sewers, storm sewer structures, water main, and water main structures. Improvements include a stone aggregate subbase for flood control and roadway profile-raising with a perforated storm sewer convenience system below the roadway. The work includes excavation, stone aggregate and new storm sewer installation, hot-mix asphalt surface and binder course, combination curb and gutters and driveways, and a new ductile iron water main along Executive Drive from Quincy Street to Plaza Court.

Staff conducted the formal bidding process and received four bids. The bid packet requested a base bid utilizing perforated polyvinyl chloride (PVC) for the main storm sewer trunkline and laterals, as well as an alternate bid utilizing perforated high-density polyethylene (HDPE). It is staff's opinion, and Christopher Burke Engineering's recommendation, to move forward with the base bid due to the increased strength and rigidity of PVC piping.

All four base bids were below the engineer's estimate with United Enterprise, LLC being the lowest bid in the amount of \$3,865,207.35. Calls were made to the company's references to verify their performance and qualifications and unfortunately several concerns regarding fulfilling the general contractor role required of this project surfaced. Further review identified they are not IDOT prequalified for aggregate bases and surfaces. While it was not a qualification of the bid, this type of work does comprise a large portion of the project.

The second lowest responsive and responsible bidder is Martam Construction, Inc. in the amount of \$3,870,664.50, a \$5,457.15 increase over the United Enterprise bid. Martam Construction, Inc. is more than qualified for a project of this nature, and is currently doing work for the Village, and is highly recommended by Christopher Burke Engineering.



Bids for the Executive Drive Flood Control Project were received on November 29, 2023. All four bids are as follows:

<u>Company</u>	<u>Base Bid</u>	<u>Alternate Bid</u>
UNITED ENTERPRISE, LLC	\$3,865,207.35	\$3,771,964.35
MARTAM CONSTRUCTION, INC.	\$3,870,664.50	\$3,691,594.50
ALAMP CONCRETE CONTRACTORS, INC.	\$3,894,145.65	\$3,674,481.65
JOHN NERI CONSTRUCTION COMPANY, INC.	\$4,924,808.75	\$4,756,411.75
ENGINEER'S ESTIMATE	\$4,117,154.00	\$3,948,165.50

FINANCIAL IMPACT

Staff budgeted a total of \$2,500,000 for the construction of the Executive Drive Flood Control Project in the 2023-2024 CIP.

The lowest responsive and responsible bidder is Martam Construction, Inc. with a cost of \$3,870,664.50, \$1,370,664.50 over the budgeted amount. Since the project is scheduled for late winter/early Spring, the total amount will not be expensed in this fiscal year. The additional costs will be budgeted for the 2024-25 fiscal year.

RECOMMENDED ACTION:

Staff requests the Village Board approve an agreement with Martam Construction, Inc. for the construction of the Executive Drive Flood Control Project in the amount of \$3,870,664.50.

Village of Willowbrook
Executive Drive Flood Control Project
(CBBEL Project No. 220547)
Bid Opening November 29, 2023 @ 10:00 AM Bid Results

COMPANY NAME	BASE BID AMOUNT	ALT 1 BID AMOUNT	BID BOND
ENGINEER'S ESTIMATE	\$ 4,117,154	\$ 3,948,165.50	
John Neri Construction Co, Inc.	\$ 4,924,808.75	\$ 4,756,411.75	X
United Enterprise, LLC	\$ 3,865,207.35	\$ 3,771,964.35	X
Martam Construction, Inc	\$ 3,870,664.50	\$ 3,691,594.50	X
Alamp Concrete Contractors	\$ 3,894,145.65	\$ 3,674,481.65	X



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 5, 2023

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

Attention: Rick Valent

Subject: Executive Drive Flood Control Project
(CBBEL Project No. 220547)

Dear Mr. Valent,

On Wednesday, November 29th, at 10:00 a.m. bids were received and opened for the aforementioned project. Four (4) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BASE BID (As READ)</u>	<u>ALT 1 BID (As READ)</u>
ENGINEER'S ESTIMATE	\$4,117,154.00	\$3,948,165.50
UNITED ENTERPRISE, LLC	\$3,865,207.35	\$3,771,964.35
MARTAM CONSTRUCTION, INC.	\$3,870,664.50	\$3,691,594.50
ALAMP CONCRETE CONTRACTORS, INC.	\$3,894,145.65	\$3,674,481.65
JOHN NERI CONSTRUCTION COMPANY, INC.	\$4,924,808.75	\$4,756,411.75

On the Base Bid, United Enterprise, LLC is the low bidder with a bid amount of \$3,865,207.35 which was below the Engineer's Estimate. On the Alternate 1 Bid, Alamp Concrete Contractors, Inc is the low bidder with the bid amount of \$3,674,481.65, which is also below the Engineer's Estimate. CBBEL has reviewed the bids from all bidders and believes all bids are in order. Based on the received bids, the cost difference between the low bid of the Base Bid and the low bid of the Alt 1 Bid is \$190,725.70.

In the past, Alamp Concrete Contractors, Inc has successfully completed work for several other municipalities. Attached are the phone logs from our reference checks.

United Enterprise LLC gave two General Contracting references, one of which is for the City of Chicago which was not able to be contacted for verification. The other general contracting reference reveals several concerns with the General Contracting role. All other performance references submitted by United Enterprise LLC are for subcontracting services, primarily consisting of underground utility work within the City of Chicago. CBBEL staff are not aware of other projects completed by United Enterprise LLC and do not have a working history with the company. While not a specific contract requirement, United Enterprise LLC is not IDOT prequalified for Aggregate Bases & Surfaces, which comprises a large portion of the Executive Drive Flood Control Project.

As part of our due diligence, we have also contacted references provided from Martam Construction, Inc.

Enclosed for your review are the reference checks completed. If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Please let us know how the Village would like to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. M. Fell', with a stylized flourish at the end.

Lee M Fell, PE
Assistant Department Head, Civil Engineering Design

cc: Orion Galeley – CBBEL (letter only)

ALAMP CONCRETE CONTRACTORS, INC

REFERENCES



PHONE CONVERSATION LOG

DATE: November 30, 2023

PERSON (Contacted/Calling): Jim Bernahl

AFFILIATION: Director of Engineering, Village of Winnetka

PHONE NUMBER: (847) 716-3261

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Willowbrook
Executive Drive Flood Control Project
220547

NOTES:

What projects did you work on with Alamp?

- Annual Street Program, Streetscaping

What was your title on these projects?

- Director of Engineering

Was the contractor the General Contractor or a Subcontractor?

- Alamp has been a General Contractor

What was the approximate cost of the work?

- Average streetscape projects \$1.5M-2M, annual street program is \$3M

Was the job completed on time and within budget?

- Yes, Alamp always completes projects on time and within budget

Were there any change orders? If yes, for what?

- No

Were you satisfied with the quality of work performed?

- Yes, we have been satisfied.

Were they easy to work with?

- Yes

Would you recommend using them?

- Yes, we would recommend using Alamp.

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

UNITED ENTERPRISE LLC

REFERENCES



PHONE CONVERSATION LOG

DATE: November 30, 2023

PERSON (Contacted/Calling): Mark Atkins

AFFILIATION: President, Benchmark

PHONE NUMBER: 630-497-1700

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Willowbrook
Executive Drive Flood Control Project
220547

NOTES:

What projects did you work on with United Enterprise LLC?

- Worked with United Enterprise for over 10 years, working primarily in the City of Chicago. They have worked on storm and sanitary sewer point repair, water service transfers, water main, drainage structures.

What was your title on these projects?

- Many roles, project manager initially and have moved up the ranks to president. I do have

Was the contractor the General Contractor or a Subcontractor?

- Subcontractor

What was the approximate cost of the work?

- Several million on several occasions.

Was the job completed on time and within budget?

- Yes. They are conscientious of time and budgetary constraints.

Were you satisfied with the quality of work performed?

- Yes. They do quality work.

Were they easy to work with?

- Yes, they always answer their phones and are responsive.

Would you recommend using them?

- Yes

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PHONE CONVERSATION LOG

DATE: November 30, 2023

PERSON (Contacted/Calling): John Gross

AFFILIATION: Vice President, Bigane Paving Co.

PHONE NUMBER: (312) 738-0600

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Willowbrook
Executive Drive Flood Control Project
220547

NOTES:

What projects did you work on with United Enterprise LLC?

- Recently alley sewer project, poured restrictor, misc conc work, bread and butter is underground work. Concrete on Viaduct project

What was your title on these projects?

- Project Manager, but I do go in the field watching their crew occasionally.

Was the contractor the General Contractor or a Subcontractor?

- United Enterprise was a subcontractor

What was the approximate cost of the work?

- \$3M for the year in total for all of our contracts, up to \$500K maximum single contracts. United Enterprise worked on a water vault for the Nascar race downtown, it was a large underground contract

Was the job completed on time and within budget?

- Generally all jobs are completed on time and on budget, but there are exceptions for every company.

Were you satisfied with the quality of work performed?

- Yes, abosolutely, we are still hiring them and want to do more. We have been working with them for 15 years or more.

Were they easy to work with?

- Yes, they are very easy to work with.

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PHONE CONVERSATION LOG

Would you recommend using them?

- Yes, we recommend them for concrete and underground work.





PHONE CONVERSATION LOG

DATE: December 5, 2023

PERSON (Contacted/Calling): Michael Guerra, P.E.

AFFILIATION: Public Works Director, Village of Villa Park

PHONE NUMBER: (630) 834-8505

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Willowbrook
Executive Drive Flood Control Project
220547

NOTES:

What projects did you work on with United Enterprise LLC?

- Michigan Avenue Improvements Project

What was your title on these projects?

- Kevin Mantle is the Village Engineer, I was only involved a little directly but I oversee all project coordination.

Was the contractor the General Contractor or a Subcontractor?

- We understand that this was their first job as a General Contractor.

What was the approximate cost of the work?

- Roughly \$1.33M, involved water main replacement with reconstruction of the roadway and gas main relocation coordination with Nicor.

Was the job completed on time and within budget?

- This job was not completed on time. There were issues with Nicor gas relocating their main, and an unreported gas main break. Final project was completed under budget, but we did get liquidated damages of 9 days for not completing the work on time.

Were there any change orders? If yes, for what?

- Yes, two change orders. Both were balancing change orders (item closeout for items completed outside of original scope). The Village added these items, as residents asked for new sanitary service.

Were you satisfied with the quality of work performed?

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PHONE CONVERSATION LOG

- We had some issues with the quality of work. Our standards are different than they have in Chicago. There was unreported damage to a gas line, but we ultimately couldn't determine if fault was theirs or Nicor's, as Nicor was also causing several problems. United Enterprise had several organizational issues on site and in the office, and had difficulty managing subcontractors. When confronted for items needing to be fixed, the phrase "we have done this in Chicago" was used, however in many cases what is done in Chicago does not meet Villa Park standards. There was a little bit of training involved to help them understand policies and procedures. Any issues with the Subcontractors is not a Village problem, that is between the prime and the sub.

Were they easy to work with?

- Personality wise, yes

Would you recommend using them?

- We would not recommend them to our Board.

Any other things you can share?

- Their largest issue appeared to be managing all the paperwork as a general contractor.



MARTAM CONSTRUCTION, INC.

REFERENCES



PHONE CONVERSATION LOG

DATE: December 5, 2023

PERSON (Contacted/Calling): Becka Shipp

AFFILIATION: City of DesPlaines

PHONE NUMBER: 847-391-5388

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Willowbrook
Executive Drive Flood Control Project
220547

NOTES:

What projects did you work on with Martam?

- Water main projects, street reconstruction, and sidewalk programs

What was your title on these projects?

- I was the RE on these projects.

Was the contractor the General Contractor or a Subcontractor?

- General Contractor

What was the approximate cost of the work?

- The one contract amount was for \$3.6M

Was the job completed on time and within budget?

- Yes for both, they finished at \$3.4M total cost so the project was under budget. The project included 4600 ft of water main.

Were you satisfied with the quality of work performed?

- Yes, the quality of work is good.

Were they easy to work with?

- Yes, they have a superintendent out on site that is the master coordinator, one guy doing all the paperwork, another field person as

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9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



PHONE CONVERSATION LOG

Would you recommend using them?

- Yes, they complete work in our town consistently and have done so for many years, on IDOT routes in our town (Cumberland Circle), and they have completed 2 years of our sidewalk program which includes alleyways.

Any other things you would like to share?

- They seem to be relatively organized.





PHONE CONVERSATION LOG

DATE: December 5, 2023

PERSON (Contacted/Calling): Ken Meilke

AFFILIATION: Kane County DOT

PHONE NUMBER: 630-885-3139

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Willowbrook
Executive Drive Flood Control Project
220547

NOTES:

What projects did you work on with Martam?

- Martam has completed a lot of work for us over the years. There was a Roundabout project they completed in Batavia, flood control projects involving riprap and drainage structures, directional boring of drain tiles, quite a wide variety of work. They also completed bridge work in Elburn (Anderson Road over UPRR). They do a project for us just about every year.

What was your title on these projects?

- Construction Manager

Was the contractor the General Contractor or a Subcontractor?

- General Contractor

What was the approximate cost of the work?

- They have completed projects ranging from \$200,000 to \$23M for us. The Roundabout project was \$11M contract, and they finished \$1M under budget.

Was the job completed on time and within budget?

- Yes, almost all jobs are completed on time and within budget.

Were you satisfied with the quality of work performed?

- Yes, the quality of work is good. They subcontract out asphalt work, but they do concrete work and just about everything else themselves.

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PHONE CONVERSATION LOG

Were they easy to work with?

- Yes, they are very easy to work with, we have a good relationship with them.

Would you recommend using them?

- Yes absolutely.





PHONE CONVERSATION LOG

DATE: December 5, 2023

PERSON (Contacted/Calling): Peter Suhr

AFFILIATION: City of St. Charles

PHONE NUMBER: (630) 377-4405

CBBEL REPRESENTATIVE: Dave Kleinwachter

PROJECT NAME/NUMBER: Village of Willowbrook
Executive Drive Flood Control Project
220547

NOTES:

What projects did you work on with Martam?

- Over the years a whole bunch of different types of projects, they are currently working on an outdoor plaza project in the downtown area, with brick pavers, steel structures, bench walls, utility work, and other hardscape work. But they also do other street work for us, water main improvements, roadway projects, sidewalks, and storm sewers.

What was your title on these projects?

- Director of Public Works. I was personally involved in the streetscape project, and oversee most other projects with a construction manager between myself and the contractor.

Was the contractor the General Contractor or a Subcontractor?

- General Contractor

What was the approximate cost of the work?

- Contracts generally average \$1M-\$3M, however they have capacity for easily \$10M or more size projects. The downtown streetscape project is \$6M.

Was the job completed on time and within budget?

- Yes for both, we've found that they have a good scheduling program, and they generally stay on schedule and within budget unless there are unforeseen conditions which they can't control.

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PHONE CONVERSATION LOG

Were you satisfied with the quality of work performed?

- Yes, the quality of work is good or above average, they pay attention to detail.

Were they easy to work with?

- Yes

Would you recommend using them?

- Yes, definitely.



ORDINANCE NO. 23-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER FOR THE EXECUTIVE DRIVE
FLOOD CONTROL PROJECT AND AWARDING A CONTRACT
TO MARTAM CONSTRUCTION, INC.**

WHEREAS, the Village of Willowbrook publicly advertised, in the manner prescribed by law, for sealed bids for the Executive Drive Flood Control Project (the “Project”); and

WHEREAS, the bids received were publicly opened, examined and declared by officials of Village of Willowbrook and Christopher B. Burke Engineering, Ltd. on November 29, 2023 at 10:00 a.m.; and

WHEREAS, of the bids received and opened, the lowest responsive and responsible bidder for the Project is Martam Construction, Inc., at a base bid of Three Million Eight Hundred Seventy Thousand Six Hundred Sixty-Four and 50/100ths Dollars (\$3,870,664.50).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The foregoing recitals are incorporated and made a part of this Ordinance as though set forth herein.

SECTION 2: Lowest Responsive and Responsible Bidder.

The Mayor and Board of Trustees of the Village of Willowbrook do hereby find Martam Construction, Inc. to be the lowest responsive and responsible bidder for the Project at a base bid of Three Million Eight Hundred Seventy Thousand Six Hundred Sixty-Four and 50/100ths Dollars (\$3,870,664.50), as set forth in its bid for the Executive Drive Flood Control Project.

SECTION 3: Conditional Award of Contract.

Martam Construction Inc. is hereby awarded the contract for the Project at the price not to exceed Three Million Eight Hundred Seventy Thousand Six Hundred Sixty-Four and 50/100ths Dollars

(\$3,870,664.50), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

Provided further that Martam Construction, Inc. returns to the Village a contract, attached hereto as Exhibit “A” and made a part hereof, with all other written contract documents attached, properly executed by it, along with the proper contract and performance bonds, at which time the Mayor and Board of Trustees is authorized to execute and the Village Clerk is directed to attest to the contract documents for the Project on behalf of the Village.

SECTION 5: Effective Date.

This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Contract

1. THIS AGREEMENT, made and concluded the 18th day of December, 2023 ,
Month and Year
between the Village of Willowbrook
acting by and through its Mayor and Board of Trustees known as the party of the first part, and
Martam Construction, Inc. its/his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached as Exhibit "A" and made a part hereof, as if each term was repeated verbatim, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at its/his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, and Proposal hereto attached, and the Plans for Section Executive Drive Flood Control Project ,
in Willowbrook, Illinois , approved by the Village of Willowbrook, DuPage County, of the
State of Illinois December 18, 2023 , are essential documents of this contract and are a part hereof.
Date

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The Village of Willowbrook

By Frank Trilla, Mayor

Deborah Hahn, Village Clerk
(Seal)

(If a Corporation)

Corporate Name MARTAM CONSTRUCTION, INC.

By Robert Kutrovatz, President Party of the Second Part

(If a Co-Partnership)

Attest:

Jerry, Kutrovatz, Secretary

EXHIBIT "A"



VILLAGE OF WILLOWBROOK
PUBLIC WORKS DEPARTMENT
PROJECT DOCUMENTS

NOVEMBER 29, 2023

EXECUTIVE DRIVE FLOOD CONTROL PROJECT

VILLAGE OF WILLOWBROOK

Table of Contents

NOTICE TO BIDDERS	6
BID INSTRUCTIONS	8
BASE BID PROPOSAL (LINE ITEM)	9
ALTERNATE 1 BID PROPOSAL (LINE ITEM)	16
BID CERTIFICATION	23
BID SECURITY	24
BID PERFORMANCE REFERENCES	25
BID ADDENDA NOTICE	26
NON-COLLUSION CERTIFICATION	27
NON-CONFLICT OF INTEREST STATEMENT	28
BIDDING CONDITIONS	29
Definitions	29
Preparation of Bid	31
Bid Security	31
Submission of Bid	32
Withdrawal of Bid	32
Disqualification of Bid	32
Consideration of Bid	33
Rejection of Bid	34
Protest of Bid	34
Non-collusion	34
No Conflict of Interest	35
Unit Prices and Quantities	35
Lump Sum & Schedule of Values	35
Addenda	35
Project Conditions	36
Contract Conditions	36
CONTRACT DOCUMENTS	38
GENERAL CONDITIONS	39
Definitions	39
Insurance Requirements & Indemnification	41
Compliance with Laws	48

VILLAGE OF WILLOWBROOK

Award of Contract	52
Termination of Contract	52
Pre-Construction Meeting	52
Commencement of Work	52
Working Hours	53
Schedule	53
Emergency Contact	53
Progress of Work and no Damages for Delay	54
Failure to Complete Work on Time	54
Delayed Start by Village	55
Liquidated Damages	55
Public Convenience and Safety	56
Contractor Prevention and Protection of Property	57
Competent Supervision	58
Intoxicating Liquors	58
Access to Work	58
Direction of Work	58
Quality of Work	59
Subcontracting of Work	59
Examination of Work	59
Interpretation of Contract Documents	60
Documentation Precedence	60
Omissions	60
Defective Work	61
Extra Work	62
Extension of Time on Account of Extra Work	64
Payment of Invoices	64
Final Estimate and Payment	65
Retain Money for Repairs	65
No Waiver	66
Rights to Materials	66
Liability of Owner	67
Punchlist	67

VILLAGE OF WILLOWBROOK

Partial Acceptance	67
Warranty	68
Final Acceptance.....	69
Claims	69
Liens.....	69
Legal Address of Contractor	69
Contractor Claims for Damages	70
Patents.....	70
Litigation Venue	70
Provisions Required by Law Deemed Inserted.....	71
SPECIAL PROVISIONS	72
RECURRING SPECIAL PROVISIONS	73
PROJECT SPECIFIC SPECIAL PROVISIONS	84
TEMPORARY WATER SHUTDOWNS	86
PRESSURE TESTING OF WATER MAINS.....	87
DISINFECTION OF WATER MAINS	89
CATCH BASINS, MANHOLES, AND INLETS.....	91
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8”	92
DRIVEWAY PAVEMENT REMOVAL	93
STORM SEWERS, CLASS B.....	94
DUCTILE IRON WATER MAIN.....	95
FIRE HYDRANTS TO BE REMOVED	98
FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.....	99
ADJUSTING SANITARY SERVICE LINE.....	100
STRUCTURES TO BE ADJUSTED	101
CASING PIPE, OPEN CUT, STEEL	102
WATER MAIN IN CASING	103
TEMPORARY BULKHEAD	104
DEWATERING	105
COARSE AGGREGATE.....	106
VALVE VAULTS TO BE ABANDONED	107
REMOVE TEMPORARY BULKHEAD	108

VILLAGE OF WILLOWBROOK

TRENCH BACKFILL, SPECIAL	109
TOPSOIL EXCAVATION	110
TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	111
TEMPORARY PAVEMENT REMOVAL	114
DUCTILE IRON WATER MAIN FITTINGS	115
WATER MAIN REMOVAL	117
WATER MAIN LINE STOP	118
WATER SERVICE RECONNECTIONS	119
ADJUSTING WATER SERVICE LINES	120
TEMPORARY DRAINAGE CONNECTION.....	122
TEMPORARY MANHOLE	123
TRAFFIC CONTROL AND PROTECTION, (SPECIAL).....	124
HOX-MIX ASPHALT DRIVEWAY PAVEMENT, 6”	125
STABILIZED CONSTRUCTION ENTRANCE.....	126
CONSTRUCTION LAYOUT.....	127
DRAINAGE STRUCTURE TO BE REMOVED.....	129
PRESSURE CONNECTION	130
STORM SEWER (WATER MAIN REQUIREMENTS)	131
TEMPORARY PAVEMENT	133
ADJUSTING WATER MAIN	134
DUPAGE COUNTY HIGHWAY PERMIT.....	135
ITEMS AS ORDERED BY ENGINEER.....	136
PRECONSTRUCTION VIDEO TAPING	137
STRUCTURES TO BE ADJUSTED WITH TEMPORARY TYPE 1 FRAME AND GRATE.....	138
STRUCTURES TO BE RECONSTRUCTED	139
TEMPORARY PIPE PLUG	140
WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON- PRESSURE).....	141
WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX	142
(D-1) FRICTION AGGREGATE.....	143
(D-1) HOT-MIX ASPHALT BINDER AND SURFACE COURSE	147

NOTICE TO BIDDERS
FOR
EXECUTIVE DRIVE FLOOD CONTROL PROJECT

The Village Clerk of the Village of Willowbrook, 835 Midway Drive, Willowbrook Illinois, 60527; will receive sealed bids until 10:00am prevailing time on November 29th, 2023 for the EXECUTIVE DRIVE FLOOD CONTROL PROJECT.

Time and Place of Bid Opening:

Notice is hereby given that the Village of Willowbrook, Illinois, will receive sealed bids at the Village of Willowbrook Village Hall, 835 Midway Drive, Willowbrook, Illinois 60527 until November 29th, 2023 at 10:00 a.m. CST for the EXECUTIVE DRIVE FLOOD CONTROL PROJECT, at which time the bids will be publicly opened and read. Bid proposals for this project will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The Village of Willowbrook reserves the right to accept the bid deemed to be in its own best interest, which is based on all of the above considerations. Bid will be awarded to the lowest responsible bidder determined in the exclusive discretion of the Village Board of Trustees.

Description of Work:

The Work is called EXECUTIVE DRIVE FLOOD CONTROL PROJECT and described as roadway reconstruction for all of Plaza Court, approximately 700 feet, and approximately 1125 feet of Executive Drive. The project will include pavement removal, tree removal, combination curb and gutter removal, driveway removal, storm sewer removal, storm sewer structure removal, water main removal, and water main structure removal. Proposed improvements include stone aggregate subbase for flood control and roadway profile raising with a perforated storm sewer conveyance system below the roadway. The work includes excavation, stone aggregate and new storm sewer installation, hot-mix asphalt surface and binder course, combination curb and gutters and driveways, and a new ductile iron water main along Executive Drive from Quincy Street to Plaza Court. The work is further described in the contract documents prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)

Bid Alternates:

The BASE BID consists of the main storm sewer trunkline and lateral sewers to be constructed of perforated polyvinyl chloride (PVC) pipe. The ALTERNATE 1 BID consists of the main storm sewer trunkline and lateral sewers to be constructed of perforated High-Density Polyethylene (HDPE) pipe.

"Each bidder must submit bids for the BASE BID and ALTERNATE 1 BID to be eligible for the award of the contract. Failure to do so may result in rejection of the Contractors Bid. The VILLAGE shall accept the bid of the lowest responsible BIDDER based upon VILLAGE's budget, and the total for the Base Bid OR the Alternate 1 Bid in the schedule of prices, based upon which is in its best financial interest.

Available Contract Documents:

The pertinent documents can be reviewed at the office of the Village Clerk, 835 Midway Drive, Willowbrook, IL 60527. The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com using QuestCDN #8766091 for a non-refundable charge of \$30.00. A Quest CDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. Electronic copies of bid documents can also be obtained online at www.willowbrookil.org/bids.aspx. A hard copy

VILLAGE OF WILLOWBROOK

of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

Bid Security:

All bid proposals must be accompanied by a bid bond, certified check, or bank cashier's check payable to the Village of Willowbrook for 5% of the amount of the base bid as provided in the Bidding Documents. No proposals or bids will be considered unless accompanied by such bond or check.

Submission and Format:

Bids shall be made on the forms furnished by the Village and shall be submitted no later than the specified closing time in an opaque sealed envelope addressed to: Village of Willowbrook, Attention: Village Clerk, 835 Midway Drive, Willowbrook, IL 60527. Envelopes should be clearly marked, "Sealed Bid – **EXECUTIVE DRIVE FLOOD CONTROL PROJECT.**" The bids will be opened at this location and read aloud. The Village of Willowbrook reserves the right to reject any or all bids or parts thereof, or waive any irregularities or informalities, and to make the award in the best interest of the Village.

Public Works:

This contract calls for the construction of a "public works," within the meaning of the Illinois Prevailing Wage Act, 821 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties." Each bidder shall adopt a written sexual harassment policy in compliance with ILCS 5/2-105 (1992). Bidder agrees to comply with Substance Abuse Prevention on Public Works Projects Act, 820 ILCS265/1 et seq. (2008). As required by the Act, the Bidder agrees to file with the Village, prior to commencing work, its written substance abuse prevention program. It is the responsibility of the vendor/contractor/subcontractor to comply with all applicable provisions of FOIA. The regulations of the State of Illinois Freedom of Information Act (FOIA) 5 ILCS 140, apply to all records of the vendor/contractor/subcontractor pertaining to this authorization or contract. When requested by the Village of Willowbrook, the vendor/contractor is required to provide all records requested within no more than three (3) business days, at no cost to the Village of Willowbrook.

All questions regarding this project should be directed to David Kleinwachter, P.E., Christopher Burke Engineering, Ltd. at dkleinwachter@cbbel.com (847-823-0500).

VILLAGE OF WILLOWBROOK

BID INSTRUCTIONS

Instructions to Bidders on Filling out Forms:

1. The Bid Proposal must be signed by an authorized agent. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.
2. The BIDDER'S Certification Form must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
3. The Bid Security must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
4. The Performance Reference Form must be properly filled out. The Village requires that bidder provide at least three (3) references from projects performed by the bidder that are similar in scope, cost, and schedule. References provided shall be the project owner's key contact for the referenced project.

**IF THESE FOUR ITEMS ARE NOT PROPERLY FILLED OUT AND SUBMITTED WITH
BID PRIOR TO THE ESTABLISHED DEADLINE, THE BID MAY BE REJECTED.**

BASE BID PROPOSAL (LINE ITEM) FOR
EXECUTIVE DRIVE FLOOD CONTROL PROJECT

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	65	\$ 54.00	\$ 3,510.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	36	\$ 25.00	\$ 900.00
20200100	EARTH EXCAVATION	CU YD	6313	\$ 36.00	\$ 227,268.00
20400800	FURNISHED EXCAVATION	CU YD	255	\$ 25.00	\$ 6,375.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	8015	\$ 0.10	\$ 801.50
21301072	EXPLORATION TRENCH 72" DEPTH	FOOT	560	\$ 40.00	\$ 22,400.00
25000100	SEEDING, CLASS 1	ACRE	1.51	\$ 15,500.00	\$ 23,405.00
25100630	EROSION CONTROL BLANKET	SQ YD	7290	\$ 1.50	\$ 10,935.00
25200200	SUPPLEMENTAL WATERING	UNIT	16	\$ 100.00	\$ 1,600.00
28000305	TEMPORARY DITCH CHECKS	FOOT	160	\$ 15.00	\$ 2,400.00
28000400	PERIMETER EROSION BARRIER	FOOT	3950	\$ 2.00	\$ 7,900.00
28000500	INLET AND PIPE PROTECTION	EACH	15	\$ 200.00	\$ 3,000.00
28000510	INLET FILTERS	EACH	40	\$ 200.00	\$ 8,000.00
28200200	FILTER FABRIC	SQ YD	14828	\$ 3.00	\$ 44,484.00
35101100	AGGREGATE BASE COURSE, TYPE A 12"	SQ YD	7535	\$ 14.00	\$ 105,490.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	77	\$ 30.00	\$ 2,310.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	10200	\$ 0.01	\$ 102.00
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1856	\$ 118.00	\$ 219,008.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	79	\$ 140.00	\$ 11,060.00

40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	1010	\$	110.00	\$	111,100.00
*42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	920	\$	88.00	\$	80,960.00
44000100	PAVEMENT REMOVAL	SQ YD	7535	\$	12.00	\$	90,420.00
44000160	HOT-MIX ASPHALT SURFACE REMOVAL, 2 3/4"	SQ YD	1390	\$	12.00	\$	16,680.00
*44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2210	\$	12.00	\$	26,520.00
44000300	CURB REMOVAL	FOOT	845	\$	6.00	\$	5,070.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	4800	\$	6.00	\$	28,800.00
44201682	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	160	\$	45.00	\$	7,200.00
48101100	AGGREGATE SHOULDERS, TYPE A 12"	SQ YD	160	\$	22.00	\$	3,520.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	330	\$	85.00	\$	28,050.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	319	\$	85.00	\$	27,115.00
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	134	\$	125.00	\$	16,750.00
*550B0050	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	56	\$	115.00	\$	6,440.00
*550B0120	STORM SEWERS, CLASS B, TYPE 1 24"	FOOT	61	\$	225.00	\$	13,725.00
*550B0340	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	253	\$	120.00	\$	30,360.00
*550B0410	STORM SEWERS, CLASS B, TYPE 2 24"	FOOT	1643	\$	230.00	\$	377,890.00
55100300	STORM SEWER REMOVAL 8"	FOOT	75	\$	10.00	\$	750.00
55100400	STORM SEWER REMOVAL 10"	FOOT	585	\$	10.00	\$	5,850.00
55100500	STORM SEWER REMOVAL 12"	FOOT	1050	\$	10.00	\$	10,500.00
55101100	STORM SEWER REMOVAL 21"	FOOT	400	\$	10.00	\$	4,000.00
*56103000	DUCTILE IRON WATER MAIN 6"	FOOT	40	\$	215.00	\$	8,600.00
*56103100	DUCTILE IRON WATER MAIN 8"	FOOT	20	\$	255.00	\$	5,100.00
*56103300	DUCTILE IRON WATER MAIN 12"	FOOT	918	\$	178.00	\$	163,404.00
*56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$	600.00	\$	1,200.00
*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$	8,800.00	\$	17,600.00

*60200105	CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	9	\$	4,200.00	\$	37,800.00
*60200805	CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 8 GRATE	EACH	4	\$	4,000.00	\$	16,000.00
*60201110	CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 11V FRAME AND GRATE	EACH	15	\$	4,300.00	\$	64,500.00
*60204825	CATCH BASINS, TYPE A, 5'- DIAMETER, TYPE 11V FRAME AND GRATE	EACH	2	\$	5,800.00	\$	11,600.00
*60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	9	\$	2,800.00	\$	25,200.00
*60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	7	\$	2,600.00	\$	18,200.00
*60207915	CATCH BASINS, TYPE C, TYPE 11V FRAME AND GRATE	EACH	2	\$	2,900.00	\$	5,800.00
*60218300	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2	\$	4,500.00	\$	9,000.00
*60218400	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	15	\$	4,500.00	\$	67,500.00
*60219000	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 8 GRATE	EACH	1	\$	4,300.00	\$	4,300.00
*60221100	MANHOLES, TYPE A, 5'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$	6,200.00	\$	12,400.00
*60224459	MANHOLES, TYPE A, 8'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$	12,200.00	\$	12,200.00
*60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	2	\$	2,100.00	\$	4,200.00
*60236825	INLETS, TYPE A, TYPE 11V FRAME AND GRATE	EACH	1	\$	2,400.00	\$	2,400.00
*60240301	INLETS, TYPE B, TYPE 8 GRATE	EACH	1	\$	3,200.00	\$	3,200.00
60600605	CONCRETE CURB, TYPE B	FOOT	845	\$	27.00	\$	22,815.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B- 6.12	FOOT	4800	\$	27.00	\$	129,600.00
67100100	MOBILIZATION	L SUM	1	\$	200,000.00	\$	200,000.00
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	11665	\$	1.20	\$	13,998.00
70307160	TEMPORARY PAVEMENT MARKING - LINE 12"- TYPE IV TAPE	FOOT	17	\$	4.00	\$	68.00
70400100	TEMPORARY CONCRETE BARRIER	FOOT	1740	\$	25.00	\$	43,500.00
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	2	\$	5,200.00	\$	10,400.00
72000100	SIGN PANEL - TYPE 1	SQ FT	7	\$	35.00	\$	245.00

72900100	METAL POST - TYPE A	FOOT	20	\$	20.00	\$	400.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	75	\$	10.00	\$	750.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	570	\$	4.00	\$	2,280.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	205	\$	8.00	\$	1,640.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	42	\$	11.00	\$	462.00
78300201	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	243	\$	2.00	\$	486.00
*X0324878	ADJUSTING SANITARY SEWER SERVICE LINE	EACH	8	\$	1,500.00	\$	12,000.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	20	\$	700.00	\$	14,000.00
*X0327203	CASING PIPE, OPEN CUT, 24" STEEL	FOOT	85	\$	280.00	\$	23,800.00
*X0327651	WATER MAIN IN CASING, 12"	FOOT	93	\$	178.00	\$	16,554.00
*X0327754	TEMPORARY BULKHEAD	EACH	5	\$	800.00	\$	4,000.00
*X0426200	DEWATERING	L SUM	1	\$	40,000.00	\$	40,000.00
*X0795800	COARSE AGGREGATE	TON	12705	\$	32.00	\$	406,560.00
*X1200015	VALVE VAULTS TO BE ABANDONED	EACH	2	\$	500.00	\$	1,000.00
*X1200028	REMOVE TEMPORARY BULKHEAD	EACH	5	\$	300.00	\$	1,500.00
*X2080250	TRENCH BACKFILL, SPECIAL	CU YD	314	\$	56.00	\$	17,584.00
*X2111000	TOPSOIL EXCAVATION	CU YD	1230	\$	36.00	\$	44,280.00
*X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	41	\$	1,200.00	\$	49,200.00
*X4400110	TEMPORARY PAVEMENT REMOVAL	SQ YD	3773	\$	8.00	\$	30,184.00
*X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	5370	\$	8.00	\$	42,960.00
*X5610706	WATER MAIN REMOVAL, 6"	FOOT	30	\$	30.00	\$	900.00
*X5610708	WATER MAIN REMOVAL, 8"	FOOT	10	\$	30.00	\$	300.00
*X5610712	WATER MAIN REMOVAL, 12"	FOOT	20	\$	40.00	\$	800.00
*X5610746	WATER MAIN LINE STOP 6"	EACH	1	\$	7,200.00	\$	7,200.00
*X5610748	WATER MAIN LINE STOP 8"	EACH	1	\$	8,900.00	\$	8,900.00

*X5620106	WATER SERVICE RECONNECTIONS	EACH	20	\$ 2,200.00	\$ 44,000.00
*X5620128	ADJUSTING WATER SERVICE LINES	EACH	20	\$ 800.00	\$ 16,000.00
*X6020184	TEMPORARY DRAINAGE CONNECTION	EACH	4	\$ 1,200.00	\$ 4,800.00
*X6028050	TEMPORARY MANHOLE	EACH	1	\$ 5,200.00	\$ 5,200.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 167,500.00	\$ 167,500.00
*Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	1290	\$ 55.00	\$ 70,950.00
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1120	\$ 15.00	\$ 16,800.00
*Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 22,000.00	\$ 22,000.00
*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	18	\$ 500.00	\$ 9,000.00
*Z0045000	PRESSURE CONNECTION 12" X 6"	EACH	1	\$ 11,600.00	\$ 11,600.00
*Z0045002	PRESSURE CONNECTION 12" X 8"	EACH	1	\$ 12,200.00	\$ 12,200.00
*Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	344	\$ 145.00	\$ 49,880.00
*Z0056616	STORM SEWER (WATER MAIN REQUIREMENTS) 24 INCH	FOOT	27	\$ 355.00	\$ 9,585.00
*Z0062456	TEMPORARY PAVEMENT	SQ YD	2273	\$ 27.00	\$ 61,371.00
*Z1	ADJUSTING WATER MAIN, 6"	FOOT	23	\$ 320.00	\$ 7,360.00
*Z2	DUPAGE COUNTY HIGHWAY PERMIT	CAL DAY	90	\$ 10.00	\$ 900.00
*Z3	ITEMS ORDERED BY THE ENGINEER	UNIT	75000	\$ 1.00	\$ 75,000.00
*Z4	PRECONSTRUCTION VIDEO TAPING	LSUM	1	\$ 1,000.00	\$ 1,000.00
*Z5	STRUCTURES TO BE ADJUSTED WITH TEMPORARY TYPE 1 FRAME AND GRATE	EACH	9	\$ 1,100.00	\$ 9,900.00
*Z6	STRUCTURES TO BE RECONSTRUCTED	EACH	6	\$ 1,450.00	\$ 8,700.00
*Z7	TEMPORARY PIPE PLUG	EACH	8	\$ 600.00	\$ 4,800.00
*Z8	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 6"	EACH	1	\$ 4,600.00	\$ 4,600.00
*Z9	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 8"	EACH	1	\$ 5,800.00	\$ 5,800.00
*Z10	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 12"	EACH	2	\$ 7,500.00	\$ 15,000.00
*Z11	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX	EACH	1	\$ 5,500.00	\$ 5,500.00

TOTAL: \$ 3,870,664.50

VILLAGE OF WILLOWBROOK

Written Out Base Bid Grand Total:

three million eight hundred seventy thousand nine hundred sixty four dollars and fifty cents

Contractor: Martam Construction Inc

Signature: [Signature] **Date:** 11/24/23

Title: President

ALTERNATE 1 BID PROPOSAL (LINE ITEM) FOR
EXECUTIVE DRIVE FLOOD CONTROL PROJECT

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	65	\$ 54.00	\$ 3,510.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	36	\$ 25.00	\$ 900.00
20200100	EARTH EXCAVATION	CU YD	6313	\$ 36.00	\$ 227,268.00
20400800	FURNISHED EXCAVATION	CU YD	255	\$ 25.00	\$ 6,375.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	8015	\$ 0.10	\$ 801.50
21301072	EXPLORATION TRENCH 72" DEPTH	FOOT	560	\$ 40.00	\$ 22,400.00
25000100	SEEDING, CLASS 1	ACRE	1.51	\$ 15,500.00	\$ 23,405.00
25100630	EROSION CONTROL BLANKET	SQ YD	7290	\$ 1.50	\$ 10,935.00
25200200	SUPPLEMENTAL WATERING	UNIT	16	\$ 100.00	\$ 1,600.00
28000305	TEMPORARY DITCH CHECKS	FOOT	160	\$ 15.00	\$ 2,400.00
28000400	PERIMETER EROSION BARRIER	FOOT	3950	\$ 2.00	\$ 7,900.00
28000500	INLET AND PIPE PROTECTION	EACH	15	\$ 200.00	\$ 3,000.00
28000510	INLET FILTERS	EACH	40	\$ 200.00	\$ 8,000.00
28200200	FILTER FABRIC	SQ YD	14828	\$ 3.00	\$ 44,484.00
35101100	AGGREGATE BASE COURSE, TYPE A 12"	SQ YD	7535	\$ 14.00	\$ 105,490.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	77	\$ 30.00	\$ 2,310.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	10200	\$ 0.01	\$ 102.00
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1856	\$ 118.00	\$ 219,008.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	79	\$ 140.00	\$ 11,060.00

40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	1010	\$	110.00	\$	111,100.00
*42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	920	\$	88.00	\$	80,960.00
44000100	PAVEMENT REMOVAL	SQ YD	7535	\$	12.00	\$	90,420.00
44000160	HOT-MIX ASPHALT SURFACE REMOVAL, 2 3/4"	SQ YD	1390	\$	12.00	\$	16,680.00
*44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2210	\$	12.00	\$	26,520.00
44000300	CURB REMOVAL	FOOT	845	\$	6.00	\$	5,070.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	4800	\$	6.00	\$	28,800.00
44201682	CLASS D PATCHES, TYPE II, 3 INCH	SQ YD	160	\$	45.00	\$	7,200.00
48101100	AGGREGATE SHOULDERS, TYPE A 12"	SQ YD	160	\$	22.00	\$	3,520.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	330	\$	85.00	\$	28,050.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	319	\$	85.00	\$	27,115.00
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	134	\$	125.00	\$	16,750.00
*550B0050	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	56	\$	85.00	\$	4,760.00
*550B0120	STORM SEWERS, CLASS B, TYPE 1 24"	FOOT	61	\$	125.00	\$	7,625.00
*550B0340	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	253	\$	90.00	\$	22,770.00
*550B0410	STORM SEWERS, CLASS B, TYPE 2 24"	FOOT	1643	\$	130.00	\$	213,590.00
55100300	STORM SEWER REMOVAL 8"	FOOT	75	\$	10.00	\$	750.00
55100400	STORM SEWER REMOVAL 10"	FOOT	585	\$	10.00	\$	5,850.00
55100500	STORM SEWER REMOVAL 12"	FOOT	1050	\$	10.00	\$	10,500.00
55101100	STORM SEWER REMOVAL 21"	FOOT	400	\$	10.00	\$	4,000.00
*56103000	DUCTILE IRON WATER MAIN 6"	FOOT	40	\$	215.00	\$	8,600.00
*56103100	DUCTILE IRON WATER MAIN 8"	FOOT	20	\$	255.00	\$	5,100.00
*56103300	DUCTILE IRON WATER MAIN 12"	FOOT	918	\$	178.00	\$	163,404.00
*56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$	600.00	\$	1,200.00
*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$	8,800.00	\$	17,600.00

*60200105	CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	9	\$	4,200.00	\$	37,800.00
*60200805	CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 8 GRATE	EACH	4	\$	4,000.00	\$	16,000.00
*60201110	CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 11V FRAME AND GRATE	EACH	15	\$	4,300.00	\$	64,500.00
*60204825	CATCH BASINS, TYPE A, 5'- DIAMETER, TYPE 11V FRAME AND GRATE	EACH	2	\$	5,800.00	\$	11,600.00
*60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	9	\$	2,800.00	\$	25,200.00
*60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	7	\$	2,600.00	\$	18,200.00
*60207915	CATCH BASINS, TYPE C, TYPE 11V FRAME AND GRATE	EACH	2	\$	2,900.00	\$	5,800.00
*60218300	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2	\$	4,500.00	\$	9,000.00
*60218400	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	15	\$	4,500.00	\$	67,500.00
*60219000	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 8 GRATE	EACH	1	\$	4,300.00	\$	4,300.00
*60221100	MANHOLES, TYPE A, 5'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$	6,200.00	\$	12,400.00
*60224459	MANHOLES, TYPE A, 8'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$	12,200.00	\$	12,200.00
*60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	2	\$	2,100.00	\$	4,200.00
*60236825	INLETS, TYPE A, TYPE 11V FRAME AND GRATE	EACH	1	\$	2,400.00	\$	2,400.00
*60240301	INLETS, TYPE B, TYPE 8 GRATE	EACH	1	\$	3,200.00	\$	3,200.00
60600605	CONCRETE CURB, TYPE B	FOOT	845	\$	27.00	\$	22,815.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B- 6.12	FOOT	4800	\$	27.00	\$	129,600.00
67100100	MOBILIZATION	L SUM	1	\$	200,000.00	\$	200,000.00
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	11665	\$	1.20	\$	13,998.00
70307160	TEMPORARY PAVEMENT MARKING - LINE 12"- TYPE IV TAPE	FOOT	17	\$	4.00	\$	68.00
70400100	TEMPORARY CONCRETE BARRIER	FOOT	1740	\$	25.00	\$	43,500.00
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	2	\$	5,200.00	\$	10,400.00
72000100	SIGN PANEL - TYPE 1	SQ FT	7	\$	35.00	\$	245.00

72900100	METAL POST - TYPE A	FOOT	20	\$	20.00	\$	400.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	75	\$	10.00	\$	750.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	570	\$	4.00	\$	2,280.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	205	\$	8.00	\$	1,640.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	42	\$	11.00	\$	462.00
78300201	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	243	\$	2.00	\$	486.00
*X0324878	ADJUSTING SANITARY SEWER SERVICE LINE	EACH	8	\$	1,500.00	\$	12,000.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	20	\$	700.00	\$	14,000.00
*X0327203	CASING PIPE, OPEN CUT, 24" STEEL	FOOT	85	\$	280.00	\$	23,800.00
*X0327651	WATER MAIN IN CASING, 12"	FOOT	93	\$	178.00	\$	16,554.00
*X0327754	TEMPORARY BULKHEAD	EACH	5	\$	800.00	\$	4,000.00
*X0426200	DEWATERING	L SUM	1	\$	40,000.00	\$	40,000.00
*X0795800	COARSE AGGREGATE	TON	12705	\$	32.00	\$	406,560.00
*X1200015	VALVE VAULTS TO BE ABANDONED	EACH	2	\$	500.00	\$	1,000.00
*X1200028	REMOVE TEMPORARY BULKHEAD	EACH	5	\$	300.00	\$	1,500.00
*X2080250	TRENCH BACKFILL, SPECIAL	CU YD	314	\$	56.00	\$	17,584.00
*X2111000	TOPSOIL EXCAVATION	CU YD	1230	\$	36.00	\$	44,280.00
*X4022000	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	41	\$	1,200.00	\$	49,200.00
*X4400110	TEMPORARY PAVEMENT REMOVAL	SQ YD	3773	\$	8.00	\$	30,184.00
*X5610004	DUCTILE IRON WATER MAIN FITTINGS	POUND	5370	\$	8.00	\$	42,960.00
*X5610706	WATER MAIN REMOVAL, 6"	FOOT	30	\$	30.00	\$	900.00
*X5610708	WATER MAIN REMOVAL, 8"	FOOT	10	\$	30.00	\$	300.00
*X5610712	WATER MAIN REMOVAL, 12"	FOOT	20	\$	40.00	\$	800.00
*X5610746	WATER MAIN LINE STOP 6"	EACH	1	\$	7,200.00	\$	7,200.00
*X5610748	WATER MAIN LINE STOP 8"	EACH	1	\$	8,900.00	\$	8,900.00

*X5620106	WATER SERVICE RECONNECTIONS	EACH	20	\$ 2,200.00	\$ 44,000.00
*X5620128	ADJUSTING WATER SERVICE LINES	EACH	20	\$ 800.00	\$ 16,000.00
*X6020184	TEMPORARY DRAINAGE CONNECTION	EACH	4	\$ 1,200.00	\$ 4,800.00
*X6028050	TEMPORARY MANHOLE	EACH	1	\$ 5,200.00	\$ 5,200.00
*X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 167,500.00	\$ 167,500.00
*Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	1290	\$ 55.00	\$ 70,950.00
*Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	1120	\$ 15.00	\$ 16,800.00
*Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 22,000.00	\$ 22,000.00
*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	18	\$ 500.00	\$ 9,000.00
*Z0045000	PRESSURE CONNECTION 12" X 6"	EACH	1	\$ 11,600.00	\$ 11,600.00
*Z0045002	PRESSURE CONNECTION 12" X 8"	EACH	1	\$ 12,200.00	\$ 12,200.00
*Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	344	\$ 145.00	\$ 49,880.00
*Z0056616	STORM SEWER (WATER MAIN REQUIREMENTS) 24 INCH	FOOT	27	\$ 355.00	\$ 9,585.00
*Z0062456	TEMPORARY PAVEMENT	SQ YD	2273	\$ 27.00	\$ 61,371.00
*Z1	ADJUSTING WATER MAIN, 6"	FOOT	23	\$ 320.00	\$ 7,360.00
*Z2	DUPAGE COUNTY HIGHWAY PERMIT	CAL DAY	90	\$ 10.00	\$ 900.00
*Z3	ITEMS ORDERED BY THE ENGINEER	UNIT	75000	\$ 1.00	\$ 75,000.00
*Z4	PRECONSTRUCTION VIDEO TAPING	LSUM	1	\$ 1,000.00	\$ 1,000.00
*Z5	STRUCTURES TO BE ADJUSTED WITH TEMPORARY TYPE 1 FRAME AND GRATE	EACH	9	\$ 1,100.00	\$ 9,900.00
*Z6	STRUCTURES TO BE RECONSTRUCTED	EACH	6	\$ 1,450.00	\$ 8,700.00
*Z7	TEMPORARY PIPE PLUG	EACH	8	\$ 600.00	\$ 4,800.00
*Z8	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 6"	EACH	1	\$ 4,600.00	\$ 4,600.00
*Z9	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 8"	EACH	1	\$ 5,800.00	\$ 5,800.00
*Z10	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) 12"	EACH	2	\$ 7,800.00	\$ 15,600.00
*Z11	WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX	EACH	1	\$ 5,500.00	\$ 5,500.00

TOTAL: \$ 3,691,594.50

VILLAGE OF WILLOWBROOK

Written Out Alternate 1 Bid Grand Total:

three million six hundred ninety one thousand five hundred ninety four dollars and fifty cents

Contractor: Martam Construction Inc

Signature:  Date: 11/28/23

Title: President

VILLAGE OF WILLOWBROOK

BID CERTIFICATION **FOR** **EXECUTIVE DRIVE FLOOD CONTROL PROJECT**

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E – “Public Contracts” concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

Robert Kutrowski, being duly sworn, deposes and say that he/she is the
President of Martam Construction and that the statement above is true and correct.

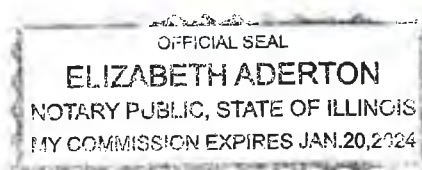
Dated this 20 Day of Nov, 2023.

By: [Signature]
(Signature)

Its: President
(Title)

Subscribed and sworn before me this 20 day of November, 2023

Elizabeth Aderton
Notary Public



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Martam Construction, Inc.
1200 Gasket Dr.
Elgin, IL 60120

OWNER:

(Name, legal status and address)

Village of Willowbrook
835 Midway Dr.
Willowbrook, IL 60527

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183

Mailing Address for Notices

1411 Opus Pl, Ste 450
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Executive Dr. Flood Control Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November, 2023


(Witness) _____

Martam Construction, Inc.
(Principal) _____ (Seal)
Title PRESIDENT
Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)
By: 
(Title) James I. Moore Attorney-in-Fact

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Maria A. Gonzalez Notary Public of DuPage County, in the State of Illinois ,

do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and

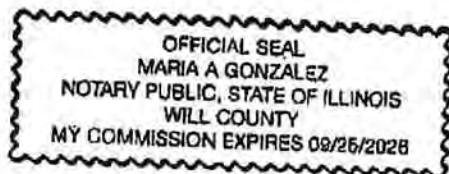
Surety Company of America who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 29th day of November , 2023 .




Notary Public Maria A. Gonzalez
My Commission expires: September 25, 2026



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

Principal: Martam Construction, Inc.

OR

Obligee: Village of Willowbrook

Project Description: Executive Dr. Flood Control Project

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of November, 2023.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

VILLAGE OF WILLOWBROOK

BID SECURITY
FOR
EXECUTIVE DRIVE FLOOD CONTROL PROJECT

LEFT BLANK INTENTIONALLY

ORIGINAL BID BOND TO BE LOOSE WITHIN BID ENVELOPE

STAPLE A COPY OF BID BOND IN THIS LOCATION

VILLAGE OF WILLOWBROOK

BID PERFORMANCE REFERENCES EXECUTIVE DRIVE FLOOD CONTROL PROJECT

Company Name:

See following.

Address:

City & State:

Telephone Number:

Contact Person:

Title/Position:

Contact Email:

Company Name:

Address:

City & State:

Telephone Number:

Contact Person:

Title/Position:

Contact Email:

Company Name:

Address:

City & State:

Telephone Number:

Contact Person:

Title/Position:

Contact Email:



Martam Construction, Inc. Qualifications

DuPage County DOT - Addison Creek/Grand Ave Box Culvert 2020
Contract Amount \$ 992,000.00
Chris Snyder Director of Transportation. 630-407-6900

Kane County DOT - Various Projects
Contract Amount \$300,000.00 - \$5,000,000.00
Ken Meilke Construction Manager
630-885-3139

City of DesPlaines - CIP Contract A&B 2017
Contract Amount \$7,300,000.00
Becka Shipp PE 847-391-5388

IDOT - York and Harger Intersection Imp 2020
Contract Amount \$ 7,300,000.00
Rick Valent Public Works Director rvalent@oak-brook.org

ISTHA - I-19-4490 Sanitary Relocations 2020
Contract Amount \$18,600,000.00
Chester Kochan, Project Engineer 312-466-8253

City of St. Charles - 7th Ave Drainage 2021
Contract Amount \$3,400,000.00
Peter Suhr Public Works Manager psuhr@stcharlesil.gov

Village of Algonquin – Downtown streetscape 2019
Contract Amount \$ 2,300,000.00
Cliff Vanek City Engineer cliftonvanek@algonquin.org

Village of Oak Brook – Windsor Dr 2020
Contract Amount \$ 2,600,000.00
Orion Galey Ogaley@cbbel.com

VILLAGE OF WILLOWBROOK

BID ADDENDA NOTICE

FOR

EXECUTIVE DRIVE FLOOD CONTROL PROJECT

LEFT BLANK INTENTIONALLY

INSERT ADDENDA IN THIS LOCATION IF RECEIVED PRIOR TO BID OPENING

VILLAGE OF WILLOWBROOK

NON-COLLUSION CERTIFICATION

FOR

EXECUTIVE DRIVE FLOOD CONTROL PROJECT

By Submission of this proposal, the Bidder Robert Kutrovatz certifies,
Name of Bidder

That (s)he is President of Martam Construction and,
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

Or

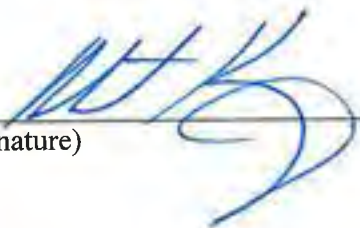
(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

VILLAGE OF WILLOWBROOK
NON-CONFLICT OF INTEREST STATEMENT
FOR
EXECUTIVE DRIVE FLOOD CONTROL PROJECT

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any Bidder, or to a direct competitor of any Bidder under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Bid's evaluation criteria.

Furthermore, I agree to notify the Village of Willowbrook if my personal or financial relationship with one of the Bidders is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name: Robert Kutrowski
(Print)

(Signature) 

Title: President

Date: 11/20/23

Department/Agency _____

VILLAGE OF WILLOWBROOK

BIDDING CONDITIONS

Definitions

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Willowbrook, Illinois and any action required to be taken by the "Village", unless otherwise specified, shall be taken by the Village Public Works Director or his designee(s).

The term "ENGINEER" whenever used in the contract documents shall be construed to mean the Village Engineer of the Village of Willowbrook or the appointed representative.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the VILLAGE or its appointed representative.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

The term "Standard Specification" whenever used in this document shall be construed to mean the most recent "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions", dated January 1, 2023; the "Standard Specifications for Traffic Control Items"; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation as well as the Village of Willowbrook Standard Details & Specifications for Estimating and Construction.

The term "Water & Sewer Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Water and Sewer Main Construction in Illinois", 8th Edition -available from the Associated General Contractors of Illinois or the Illinois Society of Professional Engineers.

The term "Contract Documents" is defined as those documents specifically identified in the Contract between the VILLAGE and CONTRACTOR, including but not limited to, the Notice to Bidders, Instructions to Bidders, General Conditions, Bid Proposal Form, Bidder's Certifications, Addenda, Pre-Bid Attendance Form, Contract, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Contractor Certifications, and Change Orders executed subsequent to the Effective Date of the Contract,

VILLAGE OF WILLOWBROOK

if any.

The term "Public Works" means any fixed work construction or improvement for the State of Illinois or the Village of Willowbrook if that fixed work construction or improvement is funded or financed in whole or in part with State or Village funds or funds administered by the State of Illinois

The term "Project and or Work" means the entirety of the work intended to be performed pursuant to the contract documents.

The term "Progress Schedule" shall mean the schedule, prepared and maintained by CONTRACTOR, which describes the sequence and duration of the work activities necessary to accomplish the work within the contract times.

The term "Village Engineer or Project Manager" means the VILLAGE's representative for matters involving the project.

The term "Provide" shall mean furnish, install and pay for.

The term "Schedule of Values" shall mean that schedule prepared and maintained by CONTRACTOR which allocates portions of the contract price to various portions of the work and used as the basis for reviewing CONTRACTOR's applications for payment.

The terms "Statute," "Law," "Regulation," "Code," and "Ordinance," shall be deemed to include all revisions, amendments, and supplements in effect as of commencement of the work, or subsequently enacted anytime during the progress of the work.

The term "Subcontractor" is defined as having a contract with the CONTRACTOR for the performance of any portion of the work and any subcontractor having a contract with any lower tiered subcontractor.

The term "Substantial Completion" means the stage whereby the work, or a designated portion thereof, is complete, operable and accessible in accordance with the contract documents so that the VILLAGE can

VILLAGE OF WILLOWBROOK

fully occupy or use the project or the designated portion for its intended purpose without interruptions, and for which only minor or inconsequential punch list items need to be completed.

The term "Final Acceptance" means the stage whereby the project is completed with no work (original, extra, or punchlist) remaining on the project, all regulatory authority approvals have been received, and the VILLAGE has issued the "Start of Maintenance" certificate.

Preparation of Bid

The BIDDER shall prepare proposal on the attached proposal forms furnished by the VILLAGE. Do not detach any portion of this document. Invalidation could result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the VILLAGE'S opinion that the words rather than the figures are in error. BIDDERS are warned against making any erasures or alterations of any kind, and Proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

If BIDDER is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If BIDDER is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the VILLAGE shall be submitted.

Bid Security

All bids shall be accompanied by a bid security in the amount of 5% of the base bid amount. Bid securities shall be in the form of a bid bond, a certified check or cashier's check drawn on a responsible bank doing

VILLAGE OF WILLOWBROOK

business in the United States and shall be made payable to the Village of Willowbrook. All bids not accompanied by the proper bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsible BIDDERS will be returned within fourteen (14) calendar days after the opening of the bid. The bid security of the successful BIDDER will be returned by the VILLAGE after receipt and acceptance of a satisfactory performance bond and execution of the contract. The remaining bid securities of each BIDDER will be returned within fourteen (14) calendar days after the VILLAGE Board or Trustees has awarded the contract and the contract is fully signed by all parties.

Submission of Bid

All bids must be delivered to the Village of Willowbrook Village Hall by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope and will be returned unopened.

All bids should be submitted in a sealed opaque envelope. The envelope must be clearly marked with the project name, contract number, and with: BIDDER'S name, address, bid opening location, date and time. In the event that the Village prematurely opens one or more of the proposals, due to improper labeling or otherwise, the proposal will be re-sealed and handled in the same manner as other Bid Proposals received.

Withdrawal of Bid

BIDDERS may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request obtained from the Village Clerk. Telephone requests to withdraw a bid will not be considered. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful BIDDER shall not withdraw or cancel its proposal after having been notified by the VILLAGE that said bid has been accepted by the Village Board.

Disqualification of Bid

The following will be cause for disqualification of bids:

- a. Bids exceed monies available for the intended work;
- b. Failure to submit bid security or surety;
- c. Failure to offer to meet specified delivery or performance schedules;

VILLAGE OF WILLOWBROOK

- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the BIDDER from unknown future market conditions;
- e. Rights of the VILLAGE limited under any contract clause;
- f. Reasonable basis to suspect either conflict of interest or collusion among BIDDERS;
- g. BIDDER fails to submit required information, literature, or affidavits with bid;
- h. Late bids;
- i. Failure of any authorized person to sign any required forms or to sign the bid; and
- j. BIDDER is prohibited by local, state or federal law from entering into public contracts.

Consideration of Bid

The VILLAGE shall accept the bid of the lowest responsible BIDDER on the basis of the bid that is in the best interest of the VILLAGE to accept. In awarding the contract, in addition to price, the VILLAGE shall consider the following:

- a) Nature and extent Bidder's experience and efficiency with projects of similar size and character
- b) The ability, capacity, and skill of the BIDDER to perform the contract to provide the service required;
- c) Whether the BIDDER can perform the contract or provide the service promptly, or within the time specified, without delay or interference based on the quality of performance of previous contracts of services;
- d) The previous and existing compliance by the BIDDER with laws and ordinances relating to the contract or service;
- e) The ability to obtain required payment and performance bonds;
- f) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- g) Whether the BIDDER has a place of business in the VILLAGE;
- h) Ability to work cooperatively with the VILLAGE and its administration based on references from other government agencies;
- i) Past records of the BIDDER'S transaction with the VILLAGE or with other entities as evidence of the BIDDER'S responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the VILLAGE upon any debt or contract, or that

VILLAGE OF WILLOWBROOK

is a defaulter, as surety or otherwise, upon any obligation to said VILLAGE, or that has failed to perform faithfully any previous contract with the VILLAGE.

Rejection of Bid

The VILLAGE may reject any and all bids, and may order a re-advertisement for new bids or waive the competitive bid process.

The VILLAGE reserves the right to accept or reject any and all proposals or disregard any formality or technical errors, when in its opinion the best interest of the VILLAGE will be served by such action.

The bid shall be awarded to the lowest responsible BIDDER who submits a responsive bid that is most advantageous to the public. Written notification of award of contract will be mailed to the lowest responsible BIDDER within ten (10) calendar days after approval of contract by the Village Board of Trustees.

Failure on the part of the successful BIDDER to execute a contract within fifteen (15) calendar days of its receipt and provide an acceptable performance bond and payment bond shall be considered just cause to withdraw the award. In such case the bid security shall be forfeited as liquidated damages and not as a penalty.

Protest of Bid

In addition to the requirements of this bid document any BIDDER wishing to file a protest regarding the bid process may do so by giving written notice to the VILLAGE no later than seven (7) calendar days of the closing time and date of bid submissions. Any such notice should include the title of the section in protest, the closing date, and the nature of the protest. Any disputes concerning a question of fact under this bid shall be decided by the VILLAGE, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

Non-collusion

The BIDDER, shall by offering his/her signature on the Non-collusion statement form, agrees to the following: "BIDDER certifies: that this bid is made without any previous understanding,

VILLAGE OF WILLOWBROOK

agreement or connection with any person or firm or corporation making a bid for the same item and is in all respect fail, with outside control, collusion, fraud or other illegal action."

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies.

No Conflict of Interest

The BIDDER, shall by offering his/her signature on the No Conflict of Interest statement form, agrees that no conflict of interest issues exist at the submission of this proposal. In addition, non-conflict of interest statements must also be provided for any sub-consultant.

Unit Prices and Quantities

Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

Lump Sum & Schedule of Values

Estimates of lump-sum contracts shall be based on a schedule of values by dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the contract price for the item. The schedule of values shall be made available to VILLAGE within seven (7) calendar days of notice to BIDDER if requested.

Addenda

If a written addendum is issued, a copy of such addendum will be issued by, Email, fax transmittal, first-class mail, or overnight delivery to all holders of bid documents known to the VILLAGE. It is the BIDDER's responsibility to ascertain that they have received all addenda issued to the bidding documents prior to submitting their bids. BIDDER's must provide written acknowledgment of receipt of each addendum issued with their bid submission. The information shall also be placed on file and be made available to the public per the Freedom of Information Act. No addenda shall be issued less than two (2) business days ahead of the scheduled bid opening date & time.

VILLAGE OF WILLOWBROOK

Project Conditions

The BIDDER acknowledges that, prior to submission of its bid, it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated, confirmed, verified as correct and satisfied itself as to the general and local conditions which can affect the work or its costs, including but not limited to (1) location and load capacity of existing roadways, utilities, corresponding pavement, shoulders, curb and gutter, sanitary sewer, storm sewers, and water main, bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the site; (4) the conformation and conditions of the ground and existing detention ponds; (5) the character of equipment and facilities needed prior to and during work performance; (6) subsurface conditions at the site of work; (7) the quantities and qualities of all materials, equipment, and labor set forth in bid proposal, plans, drawings, and specifications that are necessary to complete all of the work as required under the contract documents; and (8) the location, condition, compatibility, configuration of all existing utilities and infrastructure. The BIDDER also acknowledges that it has verified as correct, confirmed, and satisfied itself as to the character, quality, and quantity of surface and subsurface materials, obstacles or conditions to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings, plans, and specifications made part of the bidding documents. The BIDDER further acknowledges that it has reviewed, investigated, confirmed, verified as correct, and satisfied itself as to the geotechnical report. Any failure of the BIDDER to take the actions described and acknowledged in this paragraph will not relieve the BIDDER from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the VILLAGE. ENGINEER and VILLAGE assume no responsibility for any conclusions or interpretations made by the BIDDER based on information made available by the ENGINEER or the VILLAGE of the project. Nor do the VILLAGE or ENGINEER assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers, agents or employees before the acceptance of the bid offer and execution of the contract, unless that understanding or representation is expressly stated in this contract.

Contract Conditions

Before submitting a proposal, the BIDDER should carefully examine all of the contract documents, including the specifications. By the submission of a bid, the BIDDER will be understood to have read and fully informed himself as to the contents of all of the documents. Should a BIDDER find any discrepancies,

VILLAGE OF WILLOWBROOK

omission, ambiguities or conflicts among the contract documents, or be in doubt about their meaning, the BIDDER shall bring such questions to the attention of the ENGINEER not later than four (4) business days prior to the date of the scheduled bid opening date and time. The ENGINEER will review the questions and, where information sought is not already indicated or specified will issue a clarifying "Notice to Bidders," which will become a part of the contract documents. Neither the VILLAGE nor the ENGINEER will make or be responsible for any oral instructions and clarifications, and no such oral instructions or clarification shall be binding upon the VILLAGE or ENGINEER.

Upon award of the contract work, the successful BIDDER will be required to execute a contract with the VILLAGE.

VILLAGE OF WILLOWBROOK



VILLAGE OF WILLOWBROOK
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS

NOVEMBER 29, 2023

EXECUTIVE DRIVE FLOOD CONTROL
PROJECT

VILLAGE OF WILLOWBROOK

GENERAL CONDITIONS

Definitions

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Willowbrook, Illinois and any action required to be taken by the "Village", unless otherwise specified, shall be taken by the Village Public Works Director or his designee(s).

The term "ENGINEER" whenever used in the contract documents shall be construed to mean the Village Engineer of the Village of Willowbrook or the appointed representative.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the VILLAGE or its appointed representative.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

The term "Standard Specification" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2022, and "Supplemental Specifications and Recurring Special Provisions", dated January 1, 2023; the "Standard Specifications for Traffic Control Items"; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation as well as the Village of Willowbrook Standard Details & Specifications for Estimating and Construction.

The term "Water & Sewer Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Water and Sewer Main Construction in Illinois", 8th Edition-available from the Associated General Contractors of Illinois or the Illinois Society of Professional Engineers.

The term "Contract Documents" is defined as those documents specifically identified in the Contract between the VILLAGE and CONTRACTOR, including but not limited to, the Notice to Bidders, Instructions to Bidders, General Conditions, Bid Proposal Form, Bidder's Certifications, Addenda, Pre-Bid Attendance Form, Contract, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed,

VILLAGE OF WILLOWBROOK

Contractor Certifications, and Change Orders executed subsequent to the Effective Date of the Contract, if any.

The term "Public Works" means any fixed work construction or improvement for the State of Illinois or the Village of Willowbrook if that fixed work construction or improvement is funded or financed in whole or in part with State or Village funds or funds administered by the State of Illinois

The term "Project and or Work" means the entirety of the work intended to be performed pursuant to the contract documents.

The term "Progress Schedule" shall mean the schedule, prepared and maintained by CONTRACTOR, which describes the sequence and duration of the work activities necessary to accomplish the work within the contract times.

The term "Village Engineer or Project Manager" means the VILLAGE's representative for matters involving the project.

The term "Provide" shall mean furnish, install and pay for.

The term "Schedule of Values" shall mean that schedule prepared and maintained by CONTRACTOR which allocates portions of the contract price to various portions of the work and used as the basis for reviewing CONTRACTOR's applications for payment.

The terms "Statute," "Law," "Regulation," "Code," and "Ordinance," shall be deemed to include all revisions, amendments, and supplements in effect as of commencement of the work, or subsequently enacted anytime during the progress of the work.

The term "Subcontractor" is defined as having a contract with the CONTRACTOR for the performance of any portion of the work and any subcontractor having a contract with any lower tiered subcontractor.

The term "Substantial Completion" means the stage whereby the work, or a designated portion thereof, is complete, operable and accessible in accordance with the contract documents so that the VILLAGE can

VILLAGE OF WILLOWBROOK

fully occupy or use the project or the designated portion for its intended purpose without interruptions, and for which only minor or inconsequential punch list items need to be completed.

The term "Final Acceptance" means the stage whereby the project is completed with no work (original, extra, or punchlist) remaining on the project, all regulatory authority approvals have been received, and the VILLAGE has issued the "Start of Maintenance" certificate.

Insurance Requirements & Indemnification

1. General CONTRACTOR's Insurance

Before starting and until Final Acceptance and acceptance of the work and expirations of the guarantee period provided for in the contract the CONTRACTOR shall procure and maintain insurance of the types specified in paragraphs (a) to (g), inclusive, below, and to the limits for this insurance specified in Table A of this contract. To evidence said coverage, prior to the commencement of the work, CONTRACTOR shall file with the VILLAGE valid Certificates of Insurance and amendatory endorsements to CONTRACTOR's insurance policies, all in form and substance and with companies satisfactory to the VILLAGE, naming the Indemnities (as that term is defined in Table A hereto) or other persons or entities designated by the VILLAGE as additional insured on a primary and noncontributory basis there under.

Said endorsements shall indicate that as respects said additional insured, there shall be severability of interests under said insurance policies for all coverage provided under said insurance policies. The certificates and endorsements shall clearly indicate the specific coverage and shall contain a provision requiring the giving of written notice to the VILLAGE at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies, as evidenced by return receipt of United States certified mail. The VILLAGE reserves the right to request complete copies of policies, if deemed necessary, to ascertain details of coverage not provided by said certificates or endorsements. Such policy copies shall be "Originally Signed Copies" and shall be so designated. If the CONTRACTOR fails to purchase or maintain, the required to be purchased and maintained liability insurance required hereunder, the VILLAGE may (but shall not be obligated to) purchase such insurance on the CONTRACTOR's behalf and shall be entitled to be repaid for any premiums paid therefore by the CONTRACTOR. If the CONTRACTOR fails to reimburse the VILLAGE within ten (10) days after the VILLAGE sends a written invoice to the

VILLAGE OF WILLOWBROOK

CONTRACTOR therefore, then the VILLAGE may withhold any amount due and owing the VILLAGE for such insurance from any payment thereafter due to the CONTRACTOR.

The following types of insurance shall be provided:

- a. **Worker's Compensation** insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
- b. A **Commercial General Liability** policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.
 - (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
 - (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
 - (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

- c. A **Commercial Automobile Liability** policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the

VILLAGE OF WILLOWBROOK

Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

- d. The CONTRACTOR shall purchase a **Builder's Risk** and **Installation Floater** in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.
- e. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.
- f. **Railroad Protective Liability** - Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over right-of-

VILLAGE OF WILLOWBROOK

way across which work under the contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company (if) involved.

2. Insurance - Other Requirements

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

3. Insurance required for the CONTRACTOR

Same coverage required above.

4. Insurance required for the VILLAGE

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

5. Insurance Required for the CONTRACTOR and the VILLAGE

- a. Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

6. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

VILLAGE OF WILLOWBROOK

(in an amount not less than those specified below)

a. Worker's Compensation

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00.

A waiver of subrogation in favor of the Village shall be included.

b. Commercial General Liability

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

c. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

d. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

7. Qualification of Insurer

VILLAGE OF WILLOWBROOK

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

8. Subrogation Clause

The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

VILLAGE OF WILLOWBROOK

TABLE A
(Insurance Limits)

	<u>ITEM</u>	<u>MIN LIMITS</u>
1.a	Coverage A – Workers Compensation	STATUTORY
	Coverage B- Employer's Liability	
	Bodily Injury by Accident	\$100,000
	Bodily Injury by Disease – Each Employee	\$100,000
	Bodily Injury by Disease – Policy Limit	\$500,000
1.b	Comprehensive General Liability	
	Each occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal Injury	\$1,000,000
1.c	Comprehensive Automobile Liability	
	Each occurrence	\$1,000,000
1.d	Builder's Risk - Installation Floater	Not Applicable
1.e	Umbrella or Excess Liability	\$3,000,000
1.f	Railroad Protective Liability	By Railroad

Additional Insured:

Christopher B. Burke Engineering, Ltd.

VILLAGE OF WILLOWBROOK

Compliance with Laws

The CONTRACTOR shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, Local, and municipal governments, which may in any manner affect the preparation of bids or the performance of the contract. All goods or equipment in contract shall comply with all applicable Federal, State, and local laws relative thereto, including all safety-related items as required by the Federal Occupational Safety and Health Act (OSHA). The CONTRACTOR shall defend actions/claims brought and hold harmless the VILLAGE and ENGINEER from loss, cost or damage, including but not limited to attorney's fees and other costs of defense by reason of actual or alleged violations of Federal, State, or local law in the design or manufacturing of equipment and/or materials, and of any product liability claim.

Prevailing Wage Requirement

This contract calls for the construction of a “public works,” within the meaning of the Illinois Prevailing Wage Act, *820 ILCS 130/01 et seq.* (“the Act”). The Act requires the CONTRACTOR and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. The CONTRACTOR and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.”

Business Licenses and Permits

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

Equal Employment Opportunity Act

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. BIDDER shall

VILLAGE OF WILLOWBROOK

comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

CONTRACTOR shall, as a party to a public contract

- 1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 2) By acceptance of the awarded contract, the CONTRACTOR certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

Freedom of Information Act

Contractor acknowledges that the VILLAGE is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. and shall cooperate in the production of any documents requested from the VILLAGE.

Substance Abuse Prevention Act

The awarded CONTRACTOR agrees to comply with Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. (2008). As required by the Act, the awarded CONTRACTOR agrees to file with the VILLAGE, prior to commencing work, its written substance abuse prevention program.

Drug-Free Workplace Act

The awarded CONTRACTOR agrees to comply with all requirements of the Drug Free Workplace Act, 30 ILCS 580/1 et seq., to provide a drug-free workplace. The awarded CONTRACTOR agrees to file with the Village, prior to commencing work, its written drug-free workplace policy.

VILLAGE OF WILLOWBROOK

Sexual Harassment Policy

The awarded CONTRACTOR shall adopt a written sexual harassment policy in compliance with ILCS 5/2-105 (1992).

Anti-Idle Policy

To improve air quality and reduce global warming, the VILLAGE requests that CONTRACTOR inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

National Security / USA Patriot Act

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the VILLAGE that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE, its corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this

VILLAGE OF WILLOWBROOK

transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE, its corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Special / Non-Special Waste Policy

From information provided in the soils report, as well as general history provided by VILLAGE, Special Waste is not anticipated to be encountered during work performed as part of this contract. Material classified as non-special waste was encountered in the soils report at soil sample B-5/S-1 as shown in the Geotechnical Report, failing MAC criteria for pH only. The LPC-663 Form was therefore not completed for soil from 10 feet west to 10 feet east of boring B-5, and is ineligible for disposal at a CCDD/USFO facility. The CONTRACTOR is advised that soil from 10 feet west to 10 feet east of the boring B-5 location, as shown in the included location map, shall be retained for use on-site. Additional costs for testing and disposal of these soils in a Subtitle D landfill is not included in the contract. The CONTRACTOR acknowledges the presence of these soils and shall retain the soils on site as a condition of this contract.

If the CONTRACTOR encounters materials within the project limits that the CONTRACTOR believes may be classified as Special Waste or additional non-special waste outside of the above identified location, the CONTRACTOR will immediately halt work that may disturb the suspected waste and immediately notify the VILLAGE. None of the suspected waste will be removed from the in-situ location on jobsite prior to VILLAGE's approval. The CONTRACTOR will protect the jobsite from potential contamination from the suspected waste. Illinois Department of Transportation Standard Specification Article 104.03 will apply.

The CONTRACTOR will have the suspected waste material tested to determine if the suspected waste meets the criteria of Special Waste Testing and disposal of Special Waste will be paid for as Extra Work.

VILLAGE OF WILLOWBROOK

Award of Contract

Notification of the VILLAGE's intent to award contract will be sent standard or electronic mail to the lowest responsible BIDDER within ten (10) calendar days of the decision of the VILLAGE Board of Trustees. Failure on the part of the successful BIDDER to execute a contract with the VILLAGE and provide the required bonds and insurance within fifteen (15) calendar days of receipt of the Notice of Award will be just cause to withdraw the award. Upon execution of the contract with the VILLAGE the BIDDER will thus be known as the CONTRACTOR.

Termination of Contract

The VILLAGE reserves the right to terminate the whole or any part of this contract, upon ten (10) calendar day's written notice to the CONTRACTOR. The VILLAGE further reserves the right to terminate the whole or any part of this contract in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the material provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the VILLAGE will invoke the Performance Bond in such manner as the Director of Public Works, or their appointed representative, may deem appropriate. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the Director of Public Works that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires, or floods.

Pre-Construction Meeting

A pre-construction meeting shall be held between representatives of the VILLAGE, CONTRACTOR, all major Subcontractors and any Consultant Engineers, for the purpose of discussing the time for construction, methods, means and plan of operation, respective responsibilities and authority of the parties, safety procedures, procedures for handling shop drawings, progress estimates, requests for payment and other relevant issues.

Commencement of Work

No work on the contract shall be commenced prior to the issuance of the Notice to Proceed. The Notice to Proceed shall designate the date for the commencement of the contract times. Notwithstanding the issuance of any Notice to Proceed, prior to commencing any work on the project, CONTRACTOR must

VILLAGE OF WILLOWBROOK

provide all required certificates of insurance and bonds; and execute or provide any documents, certifications, or forms as required by the contract documents.

Working Hours

All work shall be performed between the hours of 7:00 AM and 8:00 PM, Monday through Saturday, and between 8:30 AM and 8:00 PM on Sunday, except in the case of urgent necessity as determined by the Director of Public Works. No work shall be performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day unless the Public Works Director has given written permission for such work

No work shall be done at night except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) in the sole judgment of the Public Works Director, the work will be of advantage to the VILLAGE and can be performed satisfactorily at night, and (a) the work will be done by a crew organized for regular and continuous night work, and (b) the Public Works Director has given written permission for such night work.

Schedule

The CONTRACTOR shall submit a progress schedule to the VILLAGE at the Pre-Construction Conference. This schedule will show the order in which the CONTRACTOR proposes to carry on the work, the dates on which he will start controlling items, and the contemplated dates for completing controlling items. The CONTRACTOR'S schedule shall be in bar graph format with months divided into quarters and shall clearly indicate the various types of work to be in progress at any point for each street through the term of the contract. The progress schedule shall show that each of the stages of the contract will be completed within the time provided in the contract documents. The CONTRACTOR will be required to include a statement regarding the number of days per week and the number of hours per day which he plans to work. The progress schedule shall take into account time off for inclement weather. No work shall begin until the progress schedule has been submitted and reviewed by the VILLAGE.

Emergency Contact

CONTRACTOR shall provide the VILLAGE with the name and phone number of the CONTRACTOR's representative who, in the case of an off-hours emergency can be readily accessible and be available for

VILLAGE OF WILLOWBROOK

quick response to the site. If that person does not respond within the period of time requested to be present by the VILLAGE, then the VILLAGE shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges, incurred by the VILLAGE in doing so, shall be deducted from payments due, or that may become due, to the CONTRACTOR. CONTRACTOR shall immediately notify the VILLAGE in writing of any change in the identity and telephone number of the CONTRACTOR's representative.

Progress of Work and no Damages for Delay

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, the occurrence of such will not relieve the CONTRACTOR from the necessity of maintaining this rate of progress and completing the project within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, or other causes or contingencies clearly beyond the control or responsibility of the CONTRACTOR, the CONTRACTOR may be entitled to additional time to perform and complete the project, provided that the CONTRACTOR shall, within ten (10) calendar days from the beginning of such delay notify the VILLAGE in writing of the causes and particulars of the delay. Upon receipt of such notification, the VILLAGE shall review and evaluate the cause and the extent of the delay. If, under the terms of the contract, the delay is properly excusable, the VILLAGE will, in writing, appropriately extend the time for completion of the project. (This paragraph will be interpreted to include delays in receipt of the equipment provided that the CONTRACTOR placed his order and submitted shop drawings for such shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry). The CONTRACTOR agrees that it shall not have or assert any claim for nor shall it be entitled to any additional compensation or damages on account of any delay in the project.

Failure to Complete Work on Time

This contract is not assignable by CONTRACTOR, provided, however, subcontracting is allowed as specified herein. If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the VILLAGE relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the VILLAGE shall be of

VILLAGE OF WILLOWBROOK

the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the VILLAGE shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within seven (7) calendar days thereafter, take such measures as will in the judgment of the VILLAGE insure the satisfactory completion of the work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the VILLAGE, the VILLAGE may put on the necessary forces, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

Delayed Start by Village

The VILLAGE may delay the beginning of the project or any part thereof if the necessary lands, right-of-way, or easements for such work shall not have been obtained. The CONTRACTOR shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.

Liquidated Damages

Time is of the essence in this contract. CONTRACTOR agrees that damages are difficult to determine, given the scope of the project. In the event the project is not completed by the date of completion, the CONTRACTOR agrees that the VILLAGE shall deduct from the payments due the CONTRACTOR each month the sum listed (check box indicates deduction method) below, not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the CONTRACTOR, and, in case such damage shall exceed the amount of all moneys due or to become due the CONTRACTOR, the CONTRACTOR or his surety shall pay the balance to the VILLAGE. Payments shall be made in the same manner as the liquidated damages. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.

VILLAGE OF WILLOWBROOK

CONTRACTOR shall be liable and shall pay to the VILLAGE the sum of \$1,425 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Public Convenience and Safety

During all construction operations, the CONTRACTOR will be required to provide, erect, and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. The streets must be kept open to local traffic at all times. The CONTRACTOR shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. If needed this should include warning signs, barricades, traffic cones, flagmen and other appurtenances to guarantee the safety of motorists and pedestrians during construction. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as included with the contract, and no additional compensation will be allowed. Failure to keep traffic open will result in an amount of \$500 per incident to be deducted from any monies due to the CONTRACTOR.

Failure to open roads per the listed Village Holiday Work Schedule will be subject the CONTRACTOR to a \$2,000 penalty.

The CONTRACTOR shall at the end of every working day leave no open holes, broken pavement, trenches over three (3) inches deep and four (4) inches wide or other hazards adjacent to the roadway or within the closed lane of the roadway. If open holes, broken pavement, trenches over three (3) inches in depth and four (4) inches wide or other hazards are present adjacent to the roadway or within the closed lane of a roadway, the CONTRACTOR shall furnish and install an approved barrier to prevent access to the hazard. Excavation along the edge of pavement or other obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours. Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours.

The CONTRACTOR shall provide a two (2) hour emergency response plan (from Time of Notification). If no response, the VILLAGE can hire a CONTRACTOR and then back charge the CONTRACTOR. The CONTRACTOR must also provide a twenty-four (24) hour response plan (from Time of

VILLAGE OF WILLOWBROOK

Notification). If no response, the VILLAGE can obtain the necessary services and then back charge the CONTRACTOR.

Contractor Prevention and Protection of Property

The CONTRACTOR shall conduct his work so as to interfere as little as possible with private businesses and property. Wherever and whenever necessary or required, he shall maintain fences, furnish watchman, maintain lights, and take such other precaution as may be necessary to protect life and property. The CONTRACTOR shall conduct his operations so as not to damage existing structures or work installed either by him or by other CONTRACTORS. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the CONTRACTOR shall continue to be liable for the damaged cause. The CONTRACTOR shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until Final Acceptance and final acceptance thereof. The CONTRACTOR shall in no way be relieved of his responsibility by any right of the ENGINEER to give permission or directions relating to any part of the work or the nature of the land (including but not limited to subsurface conditions) in or under on which the work is done being different from indicated or shown in the contract documents or from what was estimated or expected, or on account of the weather, elements, or other cause. During construction, if the CONTRACTOR encounters or otherwise becomes aware of any sewers, under-drains, or field drains within the right of way other than those shown on the plans; he shall so inform the ENGINEER who shall direct the work necessary to maintain or replace the facilities in service and protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the CONTRACTOR'S own expense. In cases of any such damage resulting from his operations, the CONTRACTOR shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the CONTRACTOR shall continue to be liable for the damaged cause. Should the ENGINEER have directed the replacement of the facility, the necessary work and payment shall be done in accordance with the extra work provision of this contract.

VILLAGE OF WILLOWBROOK

Competent Supervision

The CONTRACTOR shall employ only competent persons on the project and shall not employ persons, or means and methods which may cause strikes, work stoppages, or any disturbances by persons employed by the CONTRACTOR, any subcontractor, the VILLAGE, the ENGINEER or any other contractor. The CONTRACTOR must have present, at all times, on the worksite a competent, English speaking individual responsible for reading and understanding the contract documents. The representative shall receive instructions from the VILLAGE, have full authority to execute the directions of the VILLAGE, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. Whenever the VILLAGE notifies the CONTRACTOR in writing that in his opinion any person on the project is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provision of the contract, such person shall be discharged from the project and shall not again be employed on it, except with the written consent of the VILLAGE.

Intoxicating Liquors

The CONTRACTOR shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the project.

Access to Work

The VILLAGE, the ENGINEER, and their officers, agents, servants, and employees may at any and all times and for any and all purposes, enter upon the project and the site thereof and the premises used by the CONTRACTOR, and the CONTRACTOR shall at all times provide safe and proper facilities therefore.

Direction of Work

The CONTRACTOR shall commence the project at such points as the VILLAGE may direct. The CONTRACTOR shall conform to any and all directions as to the order, manner, or time in which the different parts of the project shall be done. All verbal or written instructions from the VILLAGE in explanation of the contract documents made during the progress of the project must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive.

VILLAGE OF WILLOWBROOK

Quality of Work

The work shall be done in a thorough and workman like manner and to the satisfaction of the VILLAGE. The CONTRACTOR shall provide only materials and tools of the best quality for the work. No secondhand material can be used in any case. Should anything be brought to the worksite that is improper to be used on the work, the same shall be removed at the direction of the VILLAGE. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the work. All work must pass inspection by the VILLAGE.

Subcontracting of Work

The CONTRACTOR shall constantly give the personal attention to the faithful prosecution of the project and shall keep the same under his personal control. The CONTRACTOR may subcontract portions of the work; however each subcontract in excess of ten (10) percent of total value of contract must be approved by the Director of Public Works in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from their obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty (50) percent of the dollar value of the contract by direct employees of the CONTRACTOR. An assignment or subletting in violation hereof shall be void and unenforceable.

Examination of Work

The VILLAGE, or its assigned agent, shall have the right to observe any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. The CONTRACTOR shall furnish, within reason, the VILLAGE and/or ENGINEER facility for ascertaining that the work is being performed in accordance with the requirements and intent of the contract, even to the extent of requiring the uncovering or taking down portions of finished work by the CONTRACTOR. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. The CONTRACTOR will make every effort and means available to facilitate the VILLAGE'S observation of the work. Any work or material which the VILLAGE may determine to be rejected or defective must be rebuilt, replaced, or removed at the CONTRACTOR'S own expense at the direction of the VILLAGE. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the work.

VILLAGE OF WILLOWBROOK

In addition to this provision the Village or their designee shall not assume any of the responsibilities of either the CONTRACTOR's superintendent, or of subcontractors. In addition the inspector shall not expedite the work for the CONTRACTOR; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

Interpretation of Contract Documents

The VILLAGE shall in all cases determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The VILLAGE shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

Documentation Precedence

The documents included in the contract are intended to be complementary and to describe a complete work. If the VILLAGE determines a conflict exists between the contract documents, the following hierarchy will be applied and the VILLAGE shall then complete the work according to the interpretation made by the VILLAGE. Hierarchy of contract documents is as follows, with the first enumerated document taking precedence over all that follow:

1. **Owner and General Contractor Contract (Special Provisions)**
2. **Plan Set**
3. **Supplemental Conditions (Recurring Special Provisions)**
4. **Contract (General Conditions)**

Omissions

This order of precedence regulates only listed services and provisions, and does not control omitted conditions or specifications. When all construction documents on a job fail to address a specific material

VILLAGE OF WILLOWBROOK

issue, and VILLAGE determines that the Contract language fails to address the issue, the parties shall meet and amend Contract, specifications and plans, as necessary, to address the omission.

Defective Work

Until acceptance and during the applicable maintenance period thereafter, the CONTRACTOR shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the contract or applicable guarantee and shall pay to the VILLAGE all resulting costs, expenses, losses or damages suffered by the VILLAGE.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the project, or selected for the same, is rejected by the VILLAGE as unsuitable or not in conformity with the specification or any of the other contract documents, the CONTRACTOR shall forthwith remove such material, equipment, apparatus and other items from the site of the project and shall at his own cost and expense make good and replace the same and any material furnished by the VILLAGE which shall be damaged or rendered defective by the handling or improper installation by the CONTRACTOR, his agents, servants, employee or subcontractor.

If within one year after the date of Final Acceptance (or such longer period of time prescribed by the maintenance period or any special guarantee or warranty) any work is found to be defective, CONTRACTOR shall promptly, at its sole cost and expense and without cost to the VILLAGE, repair, replace or correct such defective work along with any damage to other work resulting therefrom.

If the CONTRACTOR fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A change order will be then be issued reflecting an equitable deduction from the contract amount for the costs of correction incurred by the VILLAGE. The costs of correction will be deducted from payments due to the CONTRACTOR or, if no further payments are due to CONTRACTOR, then the CONTRACTOR's surety will be responsible for said payment.

CONTRACTOR's obligations under this provision are in addition to any other obligation or guarantee or warranty contained in the contract documents and shall survive the termination of the contract. The terms

VILLAGE OF WILLOWBROOK

of this provision are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

Extra Work

The VILLAGE may make changes in the work and in the drawings and specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the contract. If such changes result in an increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the contract for such work. An exception requires that if unit prices are not stipulated for such work, compensation for additional, or increased work, shall be made as provided hereinafter; for eliminated or decreased work the CONTRACTOR shall allow the VILLAGE a reasonable credit as determined by the ENGINEER. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the VILLAGE authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered. The CONTRACTOR agrees that they shall neither have, nor assert, any claim for, or be entitled to, any additional compensation for damages, or for loss of anticipated profits on work that is eliminated. Any work not herein specified which may be implied as being included in this contract, of which the VILLAGE shall be the judge, shall be done by the CONTRACTOR without extra charge. It is understood that the completion of this contract under this agreement includes any and all work that may be necessary to connect and match work with adjoining work in a reasonable manner.

The CONTRACTOR shall perform any extra work (work in connection with the contract but not provided for herein) when and as ordered in writing by the VILLAGE, at the unit prices stipulated either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the VILLAGE so elects, for the reasonable cost of such work, as determined by the CONTRACTOR and approved by the VILLAGE, plus a percentage of such cost as set forth below.

The cost of extra work done under (b) above shall include the reasonable cost to the CONTRACTOR of materials used, equipment installed, common and skilled labor, necessary supervision, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

VILLAGE OF WILLOWBROOK

At the request of the VILLAGE, the CONTRACTOR shall furnish itemized statements of the cost of the extra work ordered as above and give the VILLAGE access to all records, accounts, bills, and vouchers and correspondence relating thereto.

The CONTRACTOR may include in the cost of extra work the amounts of additional premiums, if any, paid on the required insurance on account of such extra work such as, social security and other direct assessments upon the CONTRACTOR's payroll by Federal or other properly authorized public agencies, and of other approved payments made by the CONTRACTOR directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The CONTRACTOR shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the CONTRACTOR, his superintendent, or his office and engineering staff.

To the cost of extra work done by the CONTRACTOR's own forces under (b) above (determined as stated above), the CONTRACTOR shall add fifteen (15%) percent to cover his overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work and profit.

In case of extra work done under b) by a subcontractor, the subcontractor shall compute, as above, their cost for the extra person, and the CONTRACTOR shall be allowed an additional five (5%) percent of the subcontractor's cost for the extra work to cover the cost of the CONTRACTOR's overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work and profit. Said subcontractor's cost must be reasonable and approved by the VILLAGE.

If extra work is done under (b) above, the CONTRACTOR and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of the men employed; the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. The daily records are to constitute verification that the work was done, must be signed both by the CONTRACTOR's authorized representative and by the VILLAGE or their authorized representative. A separate daily record shall be submitted for each extra work order.

VILLAGE OF WILLOWBROOK

Extension of Time on Account of Extra Work

When extra work is ordered near the completion of the contract or any time during the progress of the project which unavoidably increases the time for the completion of the project, an extension of time shall be considered if requested by the CONTRACTOR as part of the extra work agreement between the CONTRACTOR and VILLAGE.

Prices for Work

The VILLAGE shall pay and the CONTRACTOR shall receive the prices stipulated in the bid made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the CONTRACTOR under and as required by the contract.

The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities determined by the VILLAGE multiplied by the unit prices bid for each item. The unit prices submitted herewith is for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

Payment of Invoices

Once a month, except as hereinafter provided, the CONTRACTOR shall submit to the VILLAGE, an application for a progress payment on a CONTRACTOR's Sworn Statement form for work completed in the previous calendar month. The CONTRACTOR shall attach to each such request current waivers of lien for work performed and materials and equipment supplied during the period covered by such request.

Upon VILLAGE approval of such application for payment(s) request, the VILLAGE shall make payment to the CONTRACTOR in the amount requested and retain from such payment(s) an amount equal to ten (10%) percent of the payment request. The VILLAGE may reduce the ten (10%) percent retainage to five (5%) percent retainage when project is ninety (90%) percent complete as determined by the Village Engineer if, in the opinion of the VILLAGE, the CONTRACTOR is making satisfactory progress. The VILLAGE may retain such other sums as are provided for in this contract.

VILLAGE OF WILLOWBROOK

If the VILLAGE determines that the progress of the work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance or actual requirement and if such materials and equipment are delivered and properly stored and protected by invoices or other suitable vouchers satisfactory to the VILLAGE, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the CONTRACTOR to the VILLAGE at the same time a Bill of Sale in form satisfactory to the VILLAGE, transferring and assigning to the VILLAGE full ownership and title to such materials or equipment.

The VILLAGE will make progress payments to the CONTRACTOR within 30 calendar days after the approval by the VILLAGE of the CONTRACTOR payment application request. No progress payment shall constitute and acceptance of any work not in accordance with the contract documents.

Final Estimate and Payment

Upon completion of the project and approval by the VILLAGE, a final payment estimate will be prepared by the CONTRACTOR. Upon approval by the Board of Trustees and approval of all final waiver(s) of lien by the VILLAGE, the VILLAGE will, within thirty (30) calendar days, pay the CONTRACTOR the final payment on the basis of the approved final payment estimate. The acceptance by the CONTRACTOR of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the VILLAGE from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the VILLAGE relating to or connected with the contract. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the contract or the performance bond and payment bonds.

Retain Money for Repairs

The VILLAGE may retain out of the moneys otherwise payable to the CONTRACTOR hereunder a percentage in the amount between two and a half (2.5%) and ten (10%) percent and may expend the same, in the manner hereinafter provided, in making such repairs, corrections, or replacements in the work as VILLAGE, in its sole judgment, may deem necessary. The same may be expended to cover any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and wards incurred, suffered or sustained by the VILLAGE, due to making such repairs, corrections, or replacements of same work.

VILLAGE OF WILLOWBROOK

If at any time within the period of construction any part of the project requires repairing, corrections, or replacements, the VILLAGE may notify the CONTRACTOR in writing to make the required repairs, corrections, or replacements. If the CONTRACTOR neglects to commence making such repairs, corrections, replacements to the satisfaction of the VILLAGE within three (3) calendar days from the date or receipt of such notice, or having commenced, fails to prosecute such work with diligence, the VILLAGE may employ other persons to make the same. The VILLAGE shall pay the cost and expenses of the amounts retained for that purpose. If the amounts retained by the VILLAGE are insufficient to pay for said corrective work, then the CONTRACTOR shall pay the difference to VILLAGE upon demand. Upon VILLAGE notice of "Start of Maintenance", the said period of guarantee, provided that the project at that time is in good order, the CONTRACTOR will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expenses of making said repairs, corrections, or replacements, in the manner aforesaid, have been paid therefrom.

No Waiver

Neither the inspection by the VILLAGE or the ENGINEER, nor any order, measurement, approval, determination, decision, or certificate by the ENGINEER, nor any order by the VILLAGE for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the VILLAGE, nor any extension of time, nor any other act or omission of the VILLAGE or of the ENGINEER, shall constitute, or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the contract, nor of any remedy, power or right of or herein reserved to the VILLAGE, nor the right to damages for breach of contract. Any and all rights and/or remedies provided for in the contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by the law, the VILLAGE shall be entitled as of right to a writ of injunction against any breach or threatened breach of the contract by the CONTRACTOR, by his subcontractors or by any other person or persons.

Rights to Materials

Nothing in the contract shall be construed as vesting in the CONTRACTOR any right of property in the materials, equipment, apparatus, and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such material, equipment, apparatus, and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the

VILLAGE OF WILLOWBROOK

VILLAGE. Nothing in this subsection shall relieve the CONTRACTOR of his duty to protect and maintain all such materials, equipment, apparatus, and other items.

Liability of Owner

No persons, firm or corporation, other than the CONTRACTOR, who signed this contract as such, shall have any interest herein or right hereunder. The acceptance by the CONTRACTOR of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the VILLAGE and every agent of the VILLAGE of and from any and all claims, demands, damages, and liabilities of, by or to the CONTRACTOR for anything done, or furnished for, or arising out of, or relating to, or by reason of the project, except the claim against the VILLAGE for the unpaid balance, if any there be, of the amounts retained as herein provided.

Punchlist

The VILLAGE shall issue a punchlist to the CONTRACTOR within 14 calendar days of substantial completion of the entire project. The CONTRACTOR will be required to complete the punchlist within 20 calendar days of issuance. Should the CONTRACTOR fail to complete the punchlist work within the allotted timeline stipulated in the above the CONTRACTOR shall be liable to the VILLAGE in the amount listed in the liquidated damages provision of this contract, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. This work will not be paid for separately but shall be considered as included in the Contract and no extra compensation will be allowed.

Partial Acceptance

The VILLAGE may, at any time in a written order to the CONTRACTOR (1) declare that it intends to use a specified part of the project which in his opinion is sufficiently complete, in accordance with the contract documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the project.

Acceptance by the VILLAGE under this subsection shall not relieve the CONTRACTOR of any obligations under the contract documents except agreed upon in writing between from any part of the project which has been accepted, but the VILLAGE will allow the CONTRACTOR reasonable access thereto to complete or correct items on the punchlist.

VILLAGE OF WILLOWBROOK

Warranty

CONTRACTOR warrants to the VILLAGE that all material and equipment furnished under this contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the contract documents. Upon substantial completion, the CONTRACTOR shall deliver to the VILLAGE all warranties required under the contract documents, or to which CONTRACTOR is entitled from manufacturers, suppliers, and subcontractors. All warranties for products and materials incorporated into the work shall begin on the date of Substantial Completion and will remain for a period of 12 months.

Neither the final payment nor partial or entire use or occupancy of the site by the VILLAGE shall constitute an acceptance of work not done in accordance with contract documents or relieve the CONTRACTOR or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. CONTRACTOR or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. CONTRACTOR shall be liable for correction of all damage resulting from defective work. If CONTRACTOR fails to remedy any defects or damage, the VILLAGE may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the CONTRACTOR or its surety.

CONTRACTOR warrants that the work shall be done in a workmanlike manner in strict accordance with the contract documents and guarantees that the labor, material, and equipment will be free of defects for the length of time from the date of Substantial Completion or, for any period otherwise stated in the contract documents, whichever period is longer.

CONTRACTOR warrants that no materials or supplies for the work purchased by CONTRACTOR or any subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. CONTRACTOR further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. CONTRACTOR agrees to indemnify and save the VILLAGE harmless from all claims and costs incurred with respect to the lawful demands of subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from CONTRACTOR's breach of this Section.

VILLAGE OF WILLOWBROOK

Final Acceptance

This agreement constitutes an entire contract for one whole and complete project or result. Fixing of the date of final acceptance of the project or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Public Works Director.

Claims

If at any time there be any evidence of any claims for which the CONTRACTOR is or may be liable or responsible hereunder, the CONTRACTOR shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the VILLAGE may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fee and expenses, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

Liens

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to, or for the project, the CONTRACTOR shall, at his own cost and expense, promptly discharge, remove, or otherwise dispose of the same in a manner satisfactory to the VILLAGE, and until such discharge, removal or disposition, the VILLAGE shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees and expenses, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

Legal Address of Contractor

The CONTRACTOR's business address as set forth herein below and his office at or near the site of the project are below and his office at or near the site of work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the CONTRACTOR's business address in a post office box regularly maintained by the United States Post Office or the delivery at either designated address of any letter, notice, or other communication by mail, or otherwise, shall be deemed sufficient service thereof upon the

VILLAGE OF WILLOWBROOK

CONTRACTOR and delivered to the VILLAGE. Service of any notice, letter, or other communication upon the CONTRACTOR personally shall likewise be deemed sufficient service.

Contractor Claims for Damages

If the CONTRACTOR makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) calendar days of occurrence of the alleged breach or within ten (10) calendar days after such damages are alleged to have been sustained, whichever date is earlier, file with the VILLAGE a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The CONTRACTOR agrees that unless statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and enforceable, and the shall not be entitled to any compensation for any such alleged damages.

Patents

The CONTRACTOR shall indemnify and save harmless the VILLAGE and all persons acting for or on behalf of the VILLAGE from all claims and liability of any nature or kind, and all damages, costs, and expenses, including attorney's fees, arising from or occasioned by an infringement or alleged infringement of any patents or patents right on any invention, process, material, equipment, article, or apparatus, or any part thereof, furnished and installed by the CONTRACTOR, or arising from or occasioned by the use or manufacture thereof, including their use by the VILLAGE.

Litigation Venue

Any and all disputes arising in connection with this Contract shall be resolved by arbitration at the Village Hall, 835 Midway Drive, Willowbrook, Illinois in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, in the exclusive discretion of VILLAGE (only one arbiter), and any award made there on shall be enforceable in any court of general jurisdiction and all disputes shall otherwise be resolved in and only in the Circuit Court of DuPage County, Illinois. The Village shall be entitled to receive as part of any award from CONTRACTOR all of its reasonable attorney fees and costs incurred in any proceeding, arbitration or otherwise incurred to enforce the terms of this Contract.

VILLAGE OF WILLOWBROOK

Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

VILLAGE OF WILLOWBROOK

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2023; the latest edition of the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices" (MUTCD); and the "Standard Specifications for Water and Sewer Main Construction in Illinois," 8th Edition (hereinafter referred to as the "Water and Sewer Main Specifications"); and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

EXECUTIVE DRIVE FLOOD CONTROL PROJECT

DuPage County, Illinois

VILLAGE OF WILLOWBROOK

SPECIAL PROVISIONS

RECURRING SPECIAL PROVISIONS

Submittals

When indicated in the project provisions sections, submittals shall be delivered to the VILLAGE for review and approval. Submittals for review may include some of the following types: Product data, Shop drawings, Samples for selection, & Samples for verification. Submittal review to the VILLAGE are expected for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. After review, provide copies and distribute in accordance with “SUBMITTAL PROCEDURES” section below and for record documents purposes described in “CLOSEOUT SUBMITTALS”.

As necessary some submittals for “Information Only” may be required. When the following are specified in individual provision, submit them for “Information Only”: Construction Schedule, Schedule of Values breakdown, Health & Safety Plans, Construction Photos, Design data, Certificates, Test Reports, Inspection Reports, Manufacturer's Instructions, Manufacturer's Field Reports, Other types as indicated. Submit for VILLAGE knowledge, no action will be taken.

Close Out Submittals

When the following are specified in individual project provisions, submit them at project closeout: Project record documents, Operation and maintenance data, Warranties, Bonds, Other types as indicated. Submit for VILLAGE benefit during and after project completion.

Submittal Process

- A. CONTRACTOR to provide VILLAGE within 20 days of receipt of Notice to Proceed a schedule of Submittals.
- B. Transmit each submittal with a cover page that Identifies Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and project provision or section number, as appropriate on each copy
- C. Sequentially number the transmittal form. (Example: # 2). Revised submittals shall be numbered with original number and a sequential alphabetic suffix. (Example # 2-A)
- D. Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts,

VILLAGE OF WILLOWBROOK

layout drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data. Arrange data and performance information in format similar to that provided in Contract Documents.

- E. Identify equipment or material use, tag number, drawing detail reference, weight, and other project specific information so that all items can be easily verified by the VILLAGE
- F. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Project.
- G. When revised for resubmission, identify all changes made since previous submission.
- H. Provide space for CONTRACTOR, ENGINEER, & VILLAGE review stamps.
- I. CONTRACTOR shall not use red color for marks on transmittals. Duplicate all marks on all copies transmitted, and ensure marks are photocopy reproducible.
- J. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Project, and coordination of information is in accordance with the requirements of the Project and Contract Documents.
- K. Deliver submittals to VILLAGE attn.:

Village Engineer
835 Midway Drive
Willowbrook, IL 60527

- L. For each submittal review, allow 15 days excluding delivery time to and from the CONTRACTOR.
- M. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:
 - A- APPROVED AS SUBMITTED
 - B- APPROVED AS NOTED (BY VILLAGE)
 - C- REVISE AND RESUBMIT
 - D- REJECTED
 - E- VILLAGE REVIEW NOT REQUIRED
- N. Submittals returned with Action "A" or "B" are considered ready for fabrication and/or installation. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the

VILLAGE OF WILLOWBROOK

resubmittal. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.

- O. Transmittals such as submittals which the VILLAGE considers as "Not Required", but for which the submittal information is supplemental to, but not essential to prior submitted information, or items of information in a submittal which have been reviewed and received "A" or "B" Action in a prior transmittal, will be returned with Action "E. Village Review Not Required."
- P. Excessive review time due to a failure by the CONTRACTOR, subcontractor, manufacturer and/or supplier to properly revise submittal(s) will be billed to the CONTRACTOR by the VILLAGE at a rate of one-hundred dollars (\$100.00) per hour, minimum two hours. Payment for excessive review time will be charged to the CONTRACTOR directly.
- Q. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- R. Submittals not requested will not be recognized or processed.

Number & Types of Copies Required

A. Documents for Review:

- a. Hard copies are not required. Electronic versions are to be submitted in Acrobat Format (.pdf).

B . Samples:

- a. Submit the number specified in individual specification sections; one of which will be retained by VILLAGE.
- b. After review, produce duplicates.
- c. Retained samples will not be returned to Contractor unless requested and/or is no longer needed by the VILLAGE.

Temporary Restroom Facilities

State of Illinois Public Act 094-0042 (Construction Site Temporary Restroom Facility Act) stipulates that the CONTRACTOR must provide and maintain, for their work force, temporary restroom facilities. Please review this Act or the most recent update to the legislation in order to have a clear understanding of the provisions of the Act such as the quantity, type, and appurtenances necessary for the project. The cost of this item shall be considered incidental to the project. Per the language of the Act the VILLAGE has the authority to penalize the CONTRACTOR if the provisions of the Act are not followed.

VILLAGE OF WILLOWBROOK

Cooperation with Existing Utilities

The CONTRACTOR shall familiarize himself with the locations of all utilities and structures that may be found in the vicinity of the construction. The CONTRACTOR shall conduct his operations to avoid damage to the above-mentioned utilities and structures. Should any damage occur due to the Contractor's negligence, repairs shall be made by the CONTRACTOR at his expense in a manner acceptable to the ENGINEER. The CONTRACTOR shall notify all utility owners of his construction schedule and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures may proceed in an orderly manner. Notification shall be in writing, with copies transmitted to the VILLAGE.

Protection of Existing Drainage Facilities During Construction

Unless otherwise noted on the plans, the existing drainage facilities shall remain in use during the period of construction. Locations of existing drainage structures and sewers as shown on the plans are approximate. Prior to commencing work the CONTRACTOR, at his own expense, shall determine the exact locations of existing structures which are within the proposed construction limit.

All existing drainage structures are to be kept free of any debris resulting from the CONTRACTOR's construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the CONTRACTOR's expense, and no extra compensation will be allowed.

The CONTRACTOR shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the ENGINEER in accordance with the "Standard Specifications" and at the CONTRACTOR's own expense, and no additional compensation will be allowed.

During construction, if the CONTRACTOR encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, he shall inform the ENGINEER, who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of the non-compliance with this provision shall be replaced at the CONTRACTOR's

VILLAGE OF WILLOWBROOK

own expense. Should the ENGINEER have directed the replacement of a facility, the necessary work and payment shall be in accordance with the "Standard Specifications".

Maintenance of Existing Roadways

Beginning on the date that the CONTRACTOR begins work on this project, the CONTRACTOR shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the VILLAGE, but shall not include snow removal operations. Traffic control and protection for this work will be provided by the CONTRACTOR as required by the VILLAGE.

The work involved in maintaining the existing pavement will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection will be paid for as stated in the contract. No construction activity shall begin until all proper signs and barricades have been installed. There shall be no equipment or material storage on the pavement, temporary or otherwise, unless approved by VILLAGE.

Disposal of Surplus Material (CCDD)

CONTRACTOR shall be responsible for the proper disposal of all materials, construction debris, soil and other waste. Disposal of all materials, construction debris, soil, and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Illinois and federal environmental laws and regulations. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the VILLAGE is a material breach. The costs to remove and dispose of excavation materials, construction debris, soil and other regulated waste are include in the unit price for this pay item.

Upon request of the VILLAGE, CONTRACTOR shall provide the VILLAGE with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents, including copies of all permits and/or licenses for the proposed transfer station, CCDD site and/or landfill. In the event that the transfer station, CCDD site and/or landfill proposed for use by CONTRACTOR does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, CONTRACTOR will replace the transfer station and/or landfill. If the CONTRACTOR disposes of materials, construction debris, soil or other wastes at a site which is not property permitted, the

VILLAGE OF WILLOWBROOK

CONTRACTOR shall be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site, including fines, penalties and attorney's fees.

CONTRACTOR shall notify the VILLAGE within 24 hours of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claims") by any governmental body or regulatory agency against CONTRACTOR or any of his subcontractors or any third party relating to the loading, hauling or disposal of material, construction debris, soil or other wastes in connection with the Project. CONTRACTOR will provide evidence to the VILLAGE that any such Claim has been addressed to the satisfaction of the issuer or initiator of any such Claim.

CONTRACTOR shall haul any materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable environmental laws. All equipment used to transfer materials, construction debris, soil or other wastes shall be designed to prevent spillage during the hauling operation. All hauling equipment shall fully comply with all VILLAGE, state, and federal regulations, laws and ordinances pertaining to size, load weight, safety and any environmental laws.

Progress Cleaning, Sweeping, and Waste Removal

The CONTRACTOR shall maintain a work area that is free of waste material, debris, and rubbish. The CONTRACTOR shall at a minimum mechanically sweep and collect debris from the pavement areas and curb and gutter of the project and adjacent roadways utilized to access the site on a weekly basis, preferably on Friday or Saturday afternoons. CONTRACTOR shall collect and remove waste materials, debris, and rubbish from the project site periodically and dispose of in an acceptable fashion offsite, or clean site as directed by VILLAGE. The project site shall be kept in a clean and in an orderly condition. When applicable, remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing the space. When applicable, dust and vacuum interior areas prior to applying surface finishes, and continue cleaning to eliminate dust build up. The cost of this item shall be considered incidental to the project

Vandalism & Protection of Work

Special attention is called to Article 107.30 of the "Standard Specifications for Road and Bridge Construction". Any defaced work as determined and directed by the VILLAGE shall be corrected or replaced to the satisfaction of the VILLAGE by the CONTRACTOR at his sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage. The VILLAGE will not be

VILLAGE OF WILLOWBROOK

responsible for the security of the work site in this regard, other than normal patrolling and response to emergencies. The cost of additional security required to meet this provision shall be solely the CONTRACTORS responsibility.

The CONTRACTOR shall protect installed Work and provide special protection where specified in the individual project provisions. When necessary provide temporary and removable protection for installed products, and control activity in the immediate work area to prevent damage. The CONTRACTOR shall prohibit the storage of materials, equipment, and construction traffic from landscaped areas whenever possible.

Demonstration and Instruction

When applicable the CONTRACTOR shall demonstrate operation and maintenance of products to VILLAGE personnel in advance of Substantial Completion. The demonstration of project equipment and instruction shall be done in a learning conducive environment by a representative who is knowledgeable about the system and its integration to the project. The instruction shall utilize operation and maintenance manuals as basis for instruction. Review of the manuals contents with the VILLAGE personnel shall be done in detail and shall cover all aspects of the systems operation and maintenance. The demonstration shall include: start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment within the system. The allotted training time for each item of the system is specified in the individual project provision.

Operation and Maintenance Manuals

The CONTRACTOR shall supply for each item of equipment and each system an operation and maintenance manual (O&M). The O&M shall include description of unit or system, and component parts, identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

All O&M manuals shall be combined into volumes. Prepare a table of contents for each volume with tabbed dividers and space for insertion of data for each product or system description identified. The volume shall contain the parts as follows:

- A. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.

VILLAGE OF WILLOWBROOK

- B. Part 2: Operation and maintenance instructions arranged by process flow and subdivided by specification sections. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
- a. Significant design criteria.
 - b. List of equipment.
 - i. Include product data, with catalog/model number
 - ii. Include approved submittal information
 - c. Parts list for each component.
 - i. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage
 - d. Operating instructions.
 - i. Include sequence of operation by controls manufacturer.
 - ii. Include start-up, break-in, and routine normal operating instructions and sequences.
 - iii. Include regulation, control, stopping, shut-down, and emergency instructions.
 - iv. Include summer, winter, and any special operating instructions
 - v. Provide control diagrams by controls manufacturer as installed.
 - vi. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
 - e. Maintenance instructions for equipment and systems.
 - i. Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - ii. Provide servicing and lubrication schedule, and list of lubricants required.
 - iii. Include manufacturer's printed maintenance instructions.
 - iv. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - v. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- C. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.
 - b. Start-up reports.
 - c. Certificates.

VILLAGE OF WILLOWBROOK

- d. Originals of warranties and bonds
- e. Include test and balancing reports
- D. Additional Requirements: As specified in individual product specification sections.

Submit one copy of completed volume(s) a minimum of fifteen (15) days prior to final inspection. Electronic versions can be submitted as long as they have been converted to Acrobat Format (.pdf). Maximum email attachment size is 10MB, if file exceeds 10MB it must be broken into several smaller files and be numbered appropriately (Example Submittal # 2 part 1 of 4). The O&M submittal will be reviewed and returned to CONTRACTOR with VILLAGE comments after final inspection. CONTRACTOR shall revise content of all document sets as required prior to final submission. For equipment, or component parts of equipment, put into service during construction and operated by VILLAGE, submit documents no later than ten days after acceptance of equipment by VILLAGE.

Equipment Warranties and Bonds

It is incumbent upon the CONTRACTOR to ensure that unless otherwise extended elsewhere in an individual special provision, all equipment shall be warranted for no less than twenty-four (24) months from the date of manufacturer's approved startup or the date, on which the equipment is placed into service, whichever is later. All equipment shall be free from defects in design, materials and workmanship prior to warranty or bond going into effect. When equipment is found faulty during the warranty/bond period the CONTRACTOR shall furnish and professional install replacement parts at no cost for any component proven defective, whether of his or manufacturer responsibility. In addition the following procedures shall be followed:

- A. CONTRACTOR to obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers and manufacturers within ten days after completion of the applicable item of work and submit to VILLAGE.
- B. CONTRACTOR to execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. CONTRACTOR to verify that documents are in proper form, contain full information and are notarized.
- D. CONTRACTOR to insert all Equipment Warranty and Bond information into the appropriate section of the O&M manual.

VILLAGE OF WILLOWBROOK

E. Time Frame for Submittal of Warranties:

- a. For equipment or component parts of equipment put into service during construction with VILLAGES permission, submit documents within ten days after acceptance.
- b. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment
- c. For Equipment for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

Record Drawings

The CONTRACTOR shall provide the VILLAGE with record drawings and field notes detailing the work and denoting any changes from the design as shown on the plan sheets. The VILLAGE requires that record drawings will be submitted as two (2) E size (36" x 24") hard copies, one (1) electronic version (.pdf) on a CD, and digital file(s) in one of the following formats:

- CAD (.dwg)
- Microstation (.dgn)
- Shape File/Geodatabase (.gdb)
- Excel (.xls or .xlsx)

All utilities shall have their location verified (X, Y Coordinate, US State Plane, Illinois East, NAD83) using high accuracy sub centimeter survey grade. All utilities shall have inverts or top of operating nut shot. The record drawing shall show buildings, sidewalks, and parking lots. The record drawing shall be stamped and approved by licensed surveyor or civil engineer. Spot grades are not required for the site or foundation. Spot grades are not required for sidewalk, curbs, or other hardscapes. The cost for providing this information will be considered incidental to the project.

Utilities and Items Required to be Captured

- a. Sanitary
 - i. Manholes (X, Y, Rim and Invert Elevations)
 - ii. Grease Trap (X, Y, Rim and Invert Elevations)
 - iii. Clean Outs
- b. Water
 - i. Valves (X, Y, Rim Elevations and Top of Operating Nut)
 - ii. B-box (X and Y)
 - iii. Hydrants ((X, Y, Top of Operating Nut)
- c. Storm
 - i. Manholes (X, Y, Rim Elevations, Structure Size, and Inverts Elevations)
 - ii. Catch Basins (X, Y, Rim Elevations, Structure Size, and Inverts Elevations)
 - iii. Inlets (X, Y, Rim Elevations, Structure Size, and Inverts Elevations)
 - iv. Overflow/Restrictors Structures (X, Y, Rim Elevations, Top of Restrictor Plate, Orifice Invert, Orifice Size, Downstream Pipe Invert)
 - v. Flared End Sections (X, Y, and Invert Elevations)

VILLAGE OF WILLOWBROOK

- d. All Pipes
 - i. All pipes shall have pitch and length checked (Simple Strike & Re-write)
- e. All Planimetric Data
 - i. Any additional layers that were gathered from the project will be requested for population of the Village's geographic information system (GIS).

VILLAGE OF WILLOWBROOK

SPECIAL PROVISIONS

PROJECT SPECIFIC SPECIAL PROVISIONS EXECUTIVE DRIVE FLOOD CONTROL PROJECT

Location of Project

The project is located along Executive Drive between Quincy Street and Madison Street, and Plaza Court north of Executive Drive in the Village of Willowbrook, DuPage County, IL.

Description of Improvement

The Work is called EXECUTIVE DRIVE FLOOD CONTROL PROJECT and described as roadway reconstruction for all of Plaza Court, approximately 700 feet, and approximately 1125 feet of Executive Drive. The project will include pavement removal, tree removal, combination curb and gutter removal, driveway removal, storm sewer removal, storm sewer structure removal, water main removal, and water main structure removal. Proposed improvements include Hot-Mix Asphalt surface and binder course, combination curb and gutters and driveways, a new storm sewer system constructed with coarse aggregate, perforated and non-perforated storm sewers connected by manholes, catch basins and inlets, and a new ductile iron water main for a portion of Executive Avenue. The work is further described in the contract documents prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)

Start Date

No work can begin before April 1st, 2024 without prior written authorization from the Village.

Completion Timeframes

Substantial Completion must be completed by July 31st, 2024 defined as all work excluding permanent erosion control blanket and seeding. The remaining work must be completed within 10 Working Days. The “Start of Maintenance” certificate will not be issued until all project related improvements and VILLAGE issued punchlist(s) have been completed to the satisfaction of the Public Works Director.

Status of Utilities to be Adjusted

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

VILLAGE OF WILLOWBROOK

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
AT&T (Distribution) Local	Jamel McGinnis	1000 Commerce Drive, Oak Brook, IL 60523		g11629@att.com
Comcast	Martha Gieras	688 Industrial Drive, Elmhurst, IL 60126	224-229-5862	martha_gieras@cable.comcast.com
Commonwealth Edison	Lisa Argast	7601 S. Lawndale Avenue, Chicago, IL 60652	630-576-7094	Lisa.argast@comed.com
DuPage County Division of Transportation	Jeremy Lee	421 N. County Farm Road, Wheaton, IL 60187-2553	630-407-6900	Jeremey.lee@dupageco.org
DuPage County Public Works	Donna Sandt	17 West 440 N. Frontage Road, Darien, IL 60561	630-964-7503	Donna.sandt@dupageco.org
Everstream	Elijah Hogg			ehogg@everstream.net
Nicor Gas	Sakibul Forah	1844 Ferry Road, Naperville, IL 60563	630-388-2903	gasmaps@southernco.com
West Shore Pipeline Co (Buckeye)	Dave Jones	9999 Hamilton Boulevard, Breinigsville, PA 18031	610-904-4409	Dajones@buckeye.com

The above represents the best information available and is included for the convenience of the bidder.

VILLAGE OF WILLOWBROOK

SPECIAL PROVISIONS

LINE ITEM SPECIAL PROVISIONS

EXECUTIVE DRIVE FLOOD CONTROL PROJECT

TEMPORARY WATER SHUTDOWNS

The VILLAGE water division shall be notified at least forty-eight (48) hours in advance of any water shutdown. The VILLAGE will determine what residences and businesses will be affected by the shutdown and supply to the ENGINEER shut-off notice handouts and those areas to be notified. The ENGINEER shall be responsible for distributing handouts to affected residences and businesses. The turning of any valve other than those installed but not yet accepted by the VILLAGE shall be performed by water division personnel. Before the system is returned to service, a fire hydrant must be opened to relieve any air in the line and to flush the system. After the system is fully flushed, a representative from the VILLAGE will collect chlorine residual and bacteriological samples. Another sample will be collected after 24 hours.

VILLAGE OF WILLOWBROOK

PRESSURE TESTING OF WATER MAINS

Description. After the pipe has been laid and partially backfilled as specified herein, all newly-laid pipe, valved sections, and fire hydrants, unless otherwise expressly specified, shall be subjected to a hydrostatic pressure of 150 psi at the lowest elevation of the pipe section. The ENGINEER shall be given 24 hours' notice prior to the beginning of testing. The duration of each pressure test shall be not less than two hours. Water main testing shall be in accordance with the applicable portions of AWWA Standards C600 and C603, or as otherwise modified herein.

Procedure for Test.

The CONTRACTOR shall notify the OWNER at least twenty-four hours prior to the pressure test. Valves will be turned on only under the supervision of the OWNER, and the OWNER will witness all pressure testing.

Each section of pipe to be tested, as determined by the ENGINEER, shall be slowly filled with water and the specified test pressure of one hundred fifty (150) pounds per square inch shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters, shall be furnished by the CONTRACTOR. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevations and afterwards tightly plugged. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced by the CONTRACTOR with sound material, and test shall be repeated until satisfactory to the ENGINEER and the OWNER. The provisions of AWWA C600 and C603, where applicable, shall apply.

The pressure testing shall be accomplished with fire hydrant auxiliary valves open.

Leakage Test.

After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure.

1. Test pressure is defined as the maximum operating pressure of the section under test, and is based on the elevation of the lowest point in the line or section under test corrected to the elevation of the test gauge. Applicable provisions of AWWA C600 and C603 shall apply. The minimum duration of each leakage test shall be one (1) hour in addition to the pressure test period.
2. Allowable leakage in gallons per hour for cast iron water main shall not be greater than that determined by the following formula:

VILLAGE OF WILLOWBROOK

$$L = \frac{ND \sqrt{P}}{7400}$$

Note: L = Allowable leakage in gallons per hour
N = Number of joints in length of pipeline tested.
D = Nominal diameter of the pipe in inches.
P = Average test pressure during leakage test in pounds per square inch gauge.

3. Leakage is defined as the quantity of water to be supplied in the newly laid pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

Immediately after a passed test the pressure shall be drained through a fire hydrant until it is below the potable system pressure.

This work shall not be measured for payment, and shall be considered included in the cost of DUCTILE IRON WATER MAIN.

VILLAGE OF WILLOWBROOK

DISINFECTION OF WATER MAINS

Description. Disinfection of water mains shall be completed in accordance with Section 41-2.14 of the WATER AND SEWER SPECIFICATIONS except as modified in this Special Provision.

The OWNER shall be notified at least twenty-four hours before the disinfection procedure. Representatives of the water division must be present during the procedure.

A. Flushing

Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap should be provided large enough to develop a velocity of at least two and five-tenths (2.5) feet per second in the main. One two and one-half (2 1/2) inch hydrant opening will, under normal pressures, provide this velocity in pipe sized up to and including twelve (12) inches.

All taps required for chlorination or flushing purposes, or for temporary or permanent release of air, shall be provided for by the CONTRACTOR as part of the construction of water mains.

B. Requirement of Chlorine

A free chlorine residual of at least 50 ppm and no more than 400 ppm must be reached throughout the entire length and branch lines of the water main. After the super-chlorinated water has sat in the main for twenty-four hours, a chlorine residual test shall be taken to insure the residual has not dropped by over one-half.

C. Form of Applied Chlorine

Chlorine shall be applied by the method which follows, subject to the review of the ENGINEER.

Chlorination shall be made by the use of chlorine gas only. The dry gas shall be fed directly through proper devices for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated. Chlorinating devices for feeding the chlorine gas must provide means for preventing the backflow of water into the chlorine. The chlorine gas shall be injected into the main at intervals of no more than 1,000 feet.

D. Point of Application

The preferred point of application of the chlorine gas is at the beginning of the pipe line extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipe line extension. Alternate points of application may be used subject to the review of the ENGINEER.

VILLAGE OF WILLOWBROOK

E. Preventing Reverse Flow

Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.

F. Retention Period

Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/l.

G. Chlorinating Valves and Hydrants

In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent and under normal operating pressure.

H. Final Flushing and Testing

Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its entire length shows, upon test, a chlorine residual of less than one (1) mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system.

At this time a water sample will be taken by the CONTRACTOR or his representative and sent to a state-certified water lab of his choice. Also at this time the OWNER will witness the sampling. The CONTRACTOR shall take two (2) samples, 24 hours apart with satisfactory results or the procedure shall be repeated.

I. Repetition of Flushing and Testing

Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the CONTRACTOR until satisfactory results are obtained. After water main passes chlorination testing, the corporation stop used to chlorinate the main shall be shut off and any piping removed.

This work shall not be measured for payment, and shall be considered included in the cost of DUCTILE IRON WATER MAIN of the diameter specified.

VILLAGE OF WILLOWBROOK

CATCH BASINS, MANHOLES, AND INLETS

Description. This work shall consist of constructing drainage structures of the size indicated on the plans, together with the necessary cast iron frames and lids, in accordance with Section 602 of the Standard Specifications, except as specified herein.

Standard frames and lids shall be used on all catch basins, manholes, and inlets. Closed lids for storm sewer structures shall have the word "STORM" cast into them. Contractor shall determine and supply low profile frames and grates if the vertical dimension requires.

The Contractor is responsible for tying in all existing storm sewers to the proposed structure. Up to 15 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered incidental to this pay item. The CONTRACTOR shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the Contractor at no additional cost. Existing pipe can be re-used only with approval of the Engineer. If dissimilar pipes are necessary to make the connection, a non-shear rubber coupling must be used at no additional cost. In addition, the Contractor will be responsible for determining which structures require precast concrete flat slab tops in accordance with IDOT Standard 602601. Flat slab tops will only be allowed where a conical section cannot be installed due to a lack of clearance. All proposed roadway structures shall be locked in concrete. This work shall be included in the cost of the specified proposed structure.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per EACH for CATCH BASINS, MANHOLES, or INLETS of the size specified, together with the specified frames and lids and restrictor plates, which price will include all excavation, backfilling, sand cushion, flat slab tops (when required), and existing sewer connections required to complete the work.

VILLAGE OF WILLOWBROOK

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"

Description. This work shall consist of the construction of new portland cement concrete driveway pavement on a prepared subgrade at locations shown on the plans, or as directed by the Engineer.

Construction Requirements. The work shall be completed in accordance with Section 423 of the Standard Specifications, except that the work shall also include the furnishing and placement of 4" of Aggregate Base Course, Type B below the PCC driveway pavement in accordance with Section 351 of the Standard Specifications.

The proposed driveway pavement shall consist of:

A) 8" of Portland Cement Concrete Driveway Pavement, and 4" of Aggregate Base Course, Type B.

All excavation; embankment; Portland Cement Concrete Driveway Pavement; and Aggregate Base Course, Type B will not be paid for separately but shall be included in the cost of this pay item.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8", which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment to complete the work as specified.

VILLAGE OF WILLOWBROOK

DRIVEWAY PAVEMENT REMOVAL

Description. This work shall consist of complete removal of existing driveway pavement in preparation for subsequent work.

Construction Requirements. This work shall be completed in accordance with Section 440 of the Standard Specifications, except as modified herein. The existing aggregate subbase of the driveway shall be removed in its entirety, and shall not be measured for payment but shall be considered included in the cost of this work.

Method of Measurement. This work will be measured for payment in units of SQUARE YARD.

Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for DRIVEWAY PAVEMENT REMOVAL, which price shall be payment in full for all labor, equipment, and material necessary to complete the work as specified herein.

VILLAGE OF WILLOWBROOK

STORM SEWERS, CLASS B

Description. This work shall consist of constructing perforated storm sewers.

Construction Requirements. This work shall be completed in accordance with Section 550 of the Standard Specifications, except as modified herein. Storm Sewer materials shall consist of perforated Polyvinyl Chloride (PVC) pipe or perforated High-Density Polyethylene (HDPE) pipe with a smooth interior. The storm sewers shall be designed for HL-93 structural loading.

Perforations in the storm sewers shall be sized as the maximum size available but in no case shall be greater than 3/8" circular diameter. Perforations shall be spaced at the minimum spacing available so as to maximize the total number of perforations per unit length. Perforations shall be evenly spaced around the circumference and length of pipe.

Joint performance, lubrication, sealant, and other materials shall be according to Manufacturer's specifications.

Backfill requirements shall be according to Manufacturer's specifications and as specified herein to meet specified design loading. Coarse aggregate used for initial backfill shall consist of gradation CA 7 in accordance with Article 1004.01 of the Standard specifications. Initial backfill of the storm sewers continued to a height of at least 1 foot above the top of the pipe shall be included in the cost of the item. Additional backfill shall be measured and paid for separately under the pay items for Coarse Aggregate or Trench Backfill, Special as described in the plans.

This storm sewer shall be tested for deflection in accordance with Article 550.08 of the Standard Specifications.

Method of Measurement. This work will be measured for payment in units per lineal FOOT.

Basis of Payment. This work will be paid for at the contract unit price per FOOT for STORM SEWERS, CLASS B, of the type and diameter specified, which price shall be payment in full for all labor, equipment, and material necessary to complete the work as specified herein.

VILLAGE OF WILLOWBROOK

DUCTILE IRON WATER MAIN

Description. This work shall consist of the furnishing and installation of ductile iron water main and fittings, with interior diameter, as indicated on plans or as directed by the Engineer. The methods and procedures used to disconnect the existing water main and services (and reconnect to existing water main) shall be coordinated with the Village of Willowbrook Public Works department and shall be approved by the Engineer. Scheduling of the construction of the water main shall be strictly enforced. The work shall be constructed in accordance with the applicable sections of the Section 40 and 41 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, Section 561 of the Standard Specifications and the details shown in the plans.

A. Water Main Pipe

Water pipe shall be of the following material as specified:

Pipe shall be Ductile Iron Pipe, push-on, Class 52 conforming to ANSI A.21.51 (AWWA C-151) latest addition. All pipe and fittings shall have a cement mortar lining conforming to the requirements of ANSI A.21.4 (AWWA C104) and in accordance with ANSI A.21.10 (AWWA C110). Bolts shall be high strength, low alloy steel “Cor-ten” T-bolt, or as approved by the Village.

B. Joints

On water main pipe, all joints shall be the push-on type where the sections of the water main pipe are connected by means of slip joints, consisting of bells cast integrally with the pipe, the interior angular recesses of the bell shall conform to the shape and dimensions of a single molded rubber seating gasket, as described in ANSI A.21.11 (AWWA C-111). The interior dimensions of a single molded rubber seating gasket are such that it will admit the insertion of the spigot end of the joining pipe in a manner that will compress the gasket tightly between the bell of the pipe and the inserted spigot, thus securing the gasket and sealing the joint.

Slip joints shall be any one of the following make.

1. Super Belltite – As supplied by James B. Clow and Sons
2. Fastite – As supplied by American Cast Iron Pipe and Foundry Co.
3. Tyton – As supplied to U.S. Pipe Foundry Co.

Lubricant used in conjunction with slip joints shall be that recommended by the suppliers specified above or as approved by the Engineer.

C. Polyethylene Encasement

All water main and fittings shall be encased in a high-density cross-laminated polyethylene encasement with its material specification and installation method in accordance with ANSI A21.5/AWWA 105, ASTM A674, and using “Method A” installation.

D. Fittings

All fittings shall be furnished and installed per the DUCTILE IRON WATER MAIN FITTINGS specification.

VILLAGE OF WILLOWBROOK

E. Thrust Blocking

All Thrust Blocking shall be furnished and installed per the DUCTILE IRON WATER MAIN FITTINGS specification.

F. Utility Marking Tape

The CONTRACTOR shall install utility line marking tape along the centerline of the entire pipeline. The tape shall be four to six inches below the base course in roadway areas, and shall be 18 to 24 inches below existing or proposed ground surface in other areas. Where water main casings occur, utility marking tape shall be installed over the top of the casing, and not in the annular space between the carrier pipe and the casing pipe.

The six-inch wide tape shall be aluminum foil encased in an impervious mylar plastic coating on both sides, resistant to acid, alkali and corrosion and detectable with radio-type locators to a buried depth of three feet. The words, "Caution - Water Main Buried Below" shall be continuously, reverse printed on the Safety Precaution blue tape with striping. The tape shall be Lineguard, Inc., Type III SUPER TUFF, CAUTION STRIPED, Linetec, Inc. or an equal approved by the ENGINEER.

Construction Requirements

A. Excavation

The installation depth of the water main shall not be less than 5.5 feet from the proposed ground elevation to the top of the pipe, except where shown differently at crossings with other utilities or as directed by the Engineer. If the excavation has been made deeper than necessary, or is required deeper for adjustments for fire hydrants, valve vaults, services or for separation from sewer and other utilities, no additional cost shall be charged. The cost shall be included in the cost of the water main. If necessary, bell holes of sufficient depth shall be provided across the bottom of the trench to accommodate the bell of the pipe providing sufficient room for joint making, and to ensure uniform bearing for the pipe. The cost associated with the excavated material removal and disposal, trench/pit and stockpile protection, granular trench backfill shall be considered incidental to this pay item.

B. Sequence of Operations

All valves to be shut down for the purpose of adjusting and/or lowering of water main, or for other shut downs of the water system, shall be done by the Village of Willowbrook's Water Department. A tentative installation schedule of operation shall be submitted to the Village a minimum of 72 hours before any shut down of the water system can be made. The actual sequence of construction installation shall be discussed and scheduled at a pre-construction meeting with the Contractor, Engineer, and Public Works Department.

Protection of Water Mains and Water Service Lines

A. Normal Conditions

Water main shall be laid at least 10 feet horizontally from any sanitary sewer, storm sewer or sewer manholes, whenever possible. The distance shall be measured edge-to-edge.

B. Unusual Conditions

VILLAGE OF WILLOWBROOK

When local conditions prevent a horizontal separation of 10 feet, a water main may be laid closer to a storm or sanitary sewer provided that:

1. The bottom of the water main is at least 18 inches above the top of the sewer.
2. Where this vertical separation cannot be obtained, the sewer shall be constructed of materials and with joints that are equivalent to water main standards of construction for 10 feet, as measured perpendicular, on either side of the water main.

C. Crossings – Water Main, Sewers and Utilities

1. Normal Conditions: Water main crossing storm or sanitary services or sewers shall be laid to provide a separation of at least 18 inches between the bottom of the water main and the top of the sewer.
2. Unusual Conditions: When local conditions prevent a vertical separation as Normal Conditions, the following construction shall be used.
 - a. Sewers passing over or under water main should be constructed of the materials described for parallel installation where vertical separation cannot be obtained.
 - b. Water mains passing under sewer shall, in addition, be protected by providing:
 1. A vertical separation of at least 18 inches between the bottom of the sewer and the top of the water main.
 2. Adequate structural support for the sewers to prevent excessive deflection of joints and settling on and breaking the water mains.
3. Installation and Backfilling

The work shall be constructed in conformance with the applicable sections of the “Standard Specifications”, latest edition; “Standard Specifications for Water and Sewer Main Construction in Illinois” – Section 41; Village of Willowbrook municipal code.

All pipe and fittings must be cleaned and swabbed with a chlorine solution of at least 50 mg/L. The Engineer must test this solution.

Method of Measurement and Basis of Payment. This work as described above, shall be paid for at the contract unit price per FOOT for DUCTILE IRON WATER MAIN, of the diameter specified for water main, which price shall be payment in full for removal and disposal of excavated material as shown in the contract plans, all labor, materials, pipe, polyethylene encasement, chlorination, and equipment required for a complete and operational installation.

All fittings (bends, wyes, tees, reducers, plugs, sleeves) will not be included in the cost of DUCTILE IRON WATER MAIN, but will be paid for separately at the contract unit price per POUND for DUCTILE IRON WATER MAIN FITTINGS. Trench Backfill will be measured and paid for separately at the contract unit price per CUBIC YARD for TRENCH BACKFILL, SPECIAL.

VILLAGE OF WILLOWBROOK

FIRE HYDRANTS TO BE REMOVED

Description. This work shall consist of the removal of existing fire hydrants, including auxiliary valves, and plugging and blocking of abandoned watermain as indicated on the plans or required by the ENGINEER. The existing fire hydrants are not to be removed until after the new fire hydrants have been installed and satisfactorily tested. The fire hydrants to be removed shall become the property of the OWNER and shall be delivered to the Public Works Facility.

This item shall include full compensation for cost of removal and delivery of the complete fire hydrant and auxiliary valve assembly, excavation, plugging of abandoned main, hauling, disposal of excess material, backfill, temporary restoration of disturbed area but not including permanent restoration, cleanup and work incidental to fire hydrant removal but not specifically included in other unit prices. All removed fire hydrants and valve assemblies shall be delivered to the Village of Willowbrook Public Works facility. All deliveries shall be coordinated with the Engineer.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for FIRE HYDRANTS TO BE REMOVED, which price shall be payment in full for all labor, equipment, and material necessary to complete the work as specified herein.

VILLAGE OF WILLOWBROOK

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description. This work shall consist of furnishing and installing fire hydrants with auxiliary valves and valve vaults.

Materials. All new fire hydrants shall be equipped with a breakaway flange and shall have two (2) 2 ½ inch hose nozzles and one (1) 4 ½ inch pumper nozzle. All fire hydrants shall be Waterous Pacer. All fire hydrants shall be equipped with an auxiliary valve and cast-iron valve box. The auxiliary valve shall be six inch (6") ductile iron water pipe conforming to AWWA Standard C151, C111, and C104. The valve boxes shall be of the adjustable type, shall be set at finished grade, and shall have the valve box covers stamped "Water".

All hardware shall be stainless steel.

Construction. A minimum of ¼ cubic yard of coarse aggregate, CA-7 (two-foot (2') minimum with geotechnical fabric), shall be placed at and around the base of the hydrant to insure proper drainage of the hydrant after use. The hydrant shall be set on concrete blocks to ensure firm bearing for the hydrant base.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX which price shall include the cost of all labor, materials, and equipment necessary to install the fire hydrant with auxiliary valve and line extension as detailed in the Sewer and Water Specifications and to the satisfaction of the Engineer.

VILLAGE OF WILLOWBROOK

ADJUSTING SANITARY SERVICE LINE

Description. The work of this pay item consists of the removal, replacement, and relocation of sanitary sewer service lines above the proposed storm sewer or water main at the crossing location complete in place, including connections to the existing service lines; couplings; excavation; bracing; bedding and covering of pipe; trench dewatering, including erosion and sedimentation control methods and devices to provide protection to environment from all pumping operations; finish grading; removal and disposal of waste excavated materials; protection, replacement, or repairs of utilities; and backfilling with granular backfill materials. The size and materials of the replaced/relocated sanitary service line shall match the size and material of the existing service line unless approved by the ENGINEER.

The CONTRACTOR shall hand-dig at all locations where the sanitary service crosses proposed water main or storm sewer. Trench Backfill material shall be per Section 208 of the SSRBC and the TRENCH BACKFILL, SPECIAL specification as included herein. Removal and disposal of waste excavated materials shall be in accordance with Article 202.03 of the Standard Specifications.

Method of Measurement and Basis of Payment. The work will be paid for at the contract unit price for each for ADJUSTING SANITARY SERVICE LINE, regardless of the depth, length, size, or pipe material of the sanitary sewer service. All backfill (Trench Backfill, Special as necessary) shall be considered included in the cost of this work.

VILLAGE OF WILLOWBROOK

STRUCTURES TO BE ADJUSTED

Description. This work shall consist of adjusting catch basins, manholes, valve vaults, water valve boxes, fire hydrant auxiliary valve boxes, water service boxes and inlets with their existing frame and grate or with a new frame and grate in accordance with Section 602 of the Standard Specifications and as specified herein. For any structure to be adjusted, the pavement shall be saw cut. As part of the unit price for this work, each structure to be adjusted shall also be cleaned.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per each for STRUCTURES TO BE ADJUSTED. The word STRUCTURE shall be understood to mean catch basin, manhole, valve vaults, water valve box, fire hydrant auxiliary valve box, or inlet as the case may be.

VILLAGE OF WILLOWBROOK

CASING PIPE, OPEN CUT, STEEL

Description. This work shall consist of installing steel casing pipes around water mains in open cut trenches to meet the water and sewer separation requirements complete in place by open cut method.

Materials. Steel casing pipe shall have a minimum yield strength not less than 35,000 psi. Steel casing pipe size and piping wall thickness shall be as shown on the Drawings. All casing pipe shall be manufactured of new billet steel, cylindrical, with smooth bituminous coated walls inside and outside. Steel casing pipe shall conform to ASTM A53 Grade B, ASTM A139 Grade B, or pipe fabricated in accordance with AWWA C200 using ASTM A36 steel. Casing pipe minimum wall thickness shall be as required by permit requirements of the agency having local jurisdiction, or the CONTRACTOR'S method of construction, whichever is greater.

Construction Requirements. During installation of the steel casing pipe and as additional lengths of steel casing pipe are placed end to end, the ends of the steel casing pipe shall be welded together so that the completed casing forms a continuous length. When the water main (carrier pipe) is placed in the casing pipe, casing spacer shoes shall be placed on the water main (carrier pipe) before insertion into the steel casing pipe. A minimum of 3 casing spacers shall be provided per standard 18 ft. to 20 ft. length of water main piping or approximately every 6 feet. After the installation of the water main within the steel casing pipe is complete, the annular space between the water main and the casing pipe at both ends shall be sealed with courses of brick and mortar. Water main carrier pipe, casing spacers, and brick and mortar seal shall be paid for separately under the pay item for WATER MAIN IN CASING.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per foot for CASING PIPE, OPEN CUT, STEEL of the diameter specified, which shall be payment in full for the work as specified.

VILLAGE OF WILLOWBROOK

WATER MAIN IN CASING

Description. This work shall consist of installing ductile iron water main in steel casing pipes with casing spacers and casing end seals in open cut trenches to meet the water and sewer separation requirements complete in place in accordance with the plan details.

Materials. The proposed water main in casing pipe shall be ductile iron (DIP) pipe of the diameter as shown in the plans and shall conform to all requirements shown in the special provision for DUCTILE IRON WATER MAIN and as approved by the Engineer.

Construction Requirements. Construction requirements shall conform to the specifications for DUCTILE IRON WATER MAIN, meet the requirements of the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, meet applicable portions of Section 550 of the Standard Specifications, and shall be in accordance with plan details.

After the casing pipe has been installed and accepted by the Engineer, the carrier pipe shall be installed as previously specified. The carrier pipe shall be pushed and pulled into place in such a manner that there is no opportunity for a joint to be opened. The carrier pipe length shall be adjusted so that the end extends past the end of the casing pipe approximately 12 to 18 inches. Carrier pipe shall be hydrostatically pressure tested as specified in the applicable Special Provision prior to sealing annular space with brick and mortar. When the water main (carrier pipe) is placed in the casing pipe, casing spacer shoes shall be placed on the water main (carrier pipe) before insertion into the steel casing pipe. A minimum of 3 casing spacers shall be provided per standard 18 ft. to 20 ft. length of water main piping or approximately every 6 feet. After the installation of the water main within the steel casing pipe is complete, the annular space between the water main and the casing pipe at both ends shall be sealed with courses of brick and mortar.

Bedding, haunching, and initial backfill to 12” over the top of the casing pipe shall be included in the cost of this item as shown the plan details.

Casing spacers shall be nylon and as approved by the Engineer. Casing spacers shall be installed in accordance with the manufacturer’s guidelines and plan details, and approximately every 6 feet along the length of the pipe. The furnishing and placing of the casing spacers shall not be measured for payment and shall be included in the cost of WATER MAIN IN CASING.

The annular spaces at the ends of the finished casing pipe installed shall be sealed using casing end seals. Casing end seals shall be preformed rubber seals using Cascade model CCES End Seals or approved equal. Mortaring of casing ends shall only be allowed with approval from the Engineer.

Utility Marking Tape shall be included in the cost of the item, and shall be installed according to the plan details and the requirements shown in the special provision for DUCTILE IRON WATER MAIN.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per foot for WATER MAIN IN CASING, of the diameter specified, which shall be payment in full for the work as specified.

VILLAGE OF WILLOWBROOK

TEMPORARY BULKHEAD

Description. This work shall consist of providing and installing a temporary bulkhead within existing or proposed drainage structures at the locations as shown on the plans during construction staging operations.

Construction Requirements. Materials shall be brick or concrete block masonry according to Section 1041 or Article 1042.15 of the Standard Specifications and sealed with mortar or grout.

Temporary bulkheads shall be water tight, ensuring no water or sediment infiltration will occur after backfilling. Temporary bulkheads shall only be installed where indicated on the plans.

Proposed storm sewer structures, covers, storm sewers, and backfilling material and operations will be paid for separately. Any damage to existing or proposed structures or pipes shall be repaired by the Contractor with no additional compensation.

Method of Measurement. This work will be measured for payment in units of EACH, regardless of size of the hole to be bulk headed.

Basis of Payment. This work will be paid for at the contract unit price per EACH for TEMPORARY BULKHEAD complete installation.

VILLAGE OF WILLOWBROOK

DEWATERING

Description. This work shall consist of providing labor, tools, equipment, and materials necessary for dewatering all work areas (regardless of the water source) to relatively dry conditions as determined by the Engineer and maintain suitable working conditions and sediment control so that the improvements are constructed in the dry.

Construction Requirements. The Contractor shall provide the necessary equipment and staffing to perform dewatering, as deemed necessary by the Contractor and the Engineer. Dewatering systems shall have sufficient pumping capacity to convey surface water and/or groundwater from the work area. Adequate standby equipment shall be available at all times to ensure continuous and efficient dewatering.

All dewatering activities shall be completed in a manner that does not negatively impact the water quality of the water table, cause erosion, or transport sediment or other pollutants. Discharge of water shall be performed in a suitable non-erosive manner without damage to adjacent property. Visible sediment shall be removed prior to discharge. The Contractor shall monitor dewatering to ensure proper operation and compliance with any permits or water quality standards.

The Contractor shall submit a Dewatering Plan and receive approval from the Engineer prior to using dewatering and performing any dewatering work. The Dewatering Plan shall be maintained with the site's Storm Water Pollution Prevention Plan.

The temporary dewatering areas shall be removed after they have served their purpose. Following removal, the dewatering areas shall be graded and stabilized with appropriate erosion control practices. The dewatering sites after removal shall not create any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

Method of Measurement. This work will be measured for payment per LUMP SUM.

Basis of Payment. This work will be paid for at the contract unit price per LUMP SUM, for DEWATERING.

VILLAGE OF WILLOWBROOK

COARSE AGGREGATE

Description. This work shall consist of installing coarse aggregate below the proposed roadway surfaces for the purpose of flood control volume as shown on the plans and in accordance with Section 351 of the Standard Specifications except as modified herein.

Construction Requirements. Coarse aggregate materials shall be comprised of CA-1 gradation in accordance with Article 1004.01 of the Standard Specifications.

After excavation, a layer of geotextile filter fabric shall be laid in the trench and act as a wrap for the installed coarse aggregate, as shown on the plans. Geotextile filter fabric shall not be included in the cost of this item and shall be measured and paid for separately.

Coarse aggregate shall be installed including placement and compaction in accordance with Section 351 of the standard specifications.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per TON for COARSE AGGREGATE, which price shall be payment in full for all labor, materials and equipment necessary to perform the work as herein specified.

Filter Fabric shall be measured and paid for separately under the pay item for FILTER FABRIC.

VILLAGE OF WILLOWBROOK

VALVE VAULTS TO BE ABANDONED

Description. This work shall consist of abandoning and filling existing valve vaults.

Construction Requirements. The work shall be completed in accordance with applicable portions of Section 605 of the Standard Specifications and as modified herein.

The filling of the valve vault shall be done in accordance with Article 605.04 of the Standard Specifications, except as modified herein. The tops of all valve vaults to be abandoned shall be removed to an elevation of at least 3" below the earth subgrade of the proposed improvement, or at least 3" below the proposed stone subbase of the proposed roadway or driveway pavement.

All frames and lids shall be returned to the Village of Willowbrook public works facility.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for VALVE VAULTS TO BE ABANDONED which price shall include the cost of all labor, materials, and equipment necessary to complete the work as specified herein.

VILLAGE OF WILLOWBROOK

REMOVE TEMPORARY BULKHEAD

Description. This work shall consist of removal and disposal of the installed temporary bulkhead within existing or proposed drainage structures during construction staging operations.

Construction Requirements. Temporary bulkheads shall be removed and disposed according to Article 202.03 of the standard specifications.

Any damage to existing or proposed structures or pipes shall be repaired by the Contractor with no additional compensation.

Method of Measurement. This work will be measured for payment in units of EACH, regardless of size of the temporary bulkhead.

Basis of Payment. This work will be paid for at the contract unit price per EACH for REMOVE TEMPORARY BULKHEAD which price shall include the cost of all labor, materials, and equipment necessary to complete the work as specified herein.

VILLAGE OF WILLOWBROOK

TRENCH BACKFILL, SPECIAL

Description. The provisions of Section 208 of the "Standard Specifications for Road and Bridge Construction" shall be modified such that the material used for trench backfill shall be CA-6 coarse aggregate. The trench backfill shall be compacted only by Method 1, as defined in Article 550.07 of the Standard Specifications, which states the material shall be deposited in uniform lifts not exceeding 12 inches (300 mm) in depth (loose measure), and each lift shall be compacted by ramming or tamping with tools approved by the ENGINEER. All material and placement shall be in accordance with IDOT Policy Memorandum 11-08.4.

All trench backfill material shall be virgin material and approved by the Engineer in the field. Trench Backfill material shall be per Section 208 of the SSRBC and the TRENCH BACKFILL, SPECIAL specification as included herein, and shall be installed within 2 feet of all curb, sidewalk, pavement, driveways, etc. for all locations where backfill is required.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per CUBIC YARD for TRENCH BACKFILL, SPECIAL which price shall include all material, equipment, and labor necessary to place and compact the trench backfill as specified, and for any trench backfill removal per this specification and as directed by the Engineer in the field. The quantity of trench backfill for payment shall be determined by using the method of measurement defined in Article 208.03 (b) of the Standard Specifications.

VILLAGE OF WILLOWBROOK

TOPSOIL EXCAVATION

Description. This work shall consist of the excavation and disposal of topsoil to a depth of 6” from the turf areas within the project limits as shown in the plans.

Construction Requirements. Topsoil excavation shall be completed in accordance with applicable portions of Section 211 of the standard specifications. Topsoil shall not be stockpiled on site, and shall be removed and disposed according to Article 202.03 of the Standard Specifications.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per CUBIC YARD for TOPSOIL EXCAVATION which price shall include all material, equipment, and labor necessary to complete the work as specified herein.

VILLAGE OF WILLOWBROOK

TEMPORARY ACCESS (COMMERCIAL ENTRANCE)

Revise Article 402.10 of the Standard Specifications to read:

“402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer. All entrances shall account for grade differences based on construction staging, pavement thicknesses, and all temporary conditions.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade. Turn radii for truck traffic shall be provided where applicable and as directed by the Engineer.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it. The maintenance of the temporary access shall be included in the cost of this item.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

Add the following to Article 402.12 of the Standard Specifications:

“Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.”

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

Basis of Payment. “Aggregate surface course for temporary access will be paid for at the contract unit price per EACH for TEMPORARY ACCESS (COMMERCIAL ENTRANCE). Each Temporary Access (Commercial Entrance) shall be paid for and quantified per each location, per MOT stage. Each

VILLAGE OF WILLOWBROOK

Temporary Access (Commercial Entrance) shall be requantified and paid for as necessary during each MOT stage, according to the included payment schedules herein. Any required adjustments throughout the duration of each MOT stage shall be considered maintenance of the temporary access, and shall not be measured for payment.

Partial payment of the amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.

Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

Payment Schedule

Plaza Court MOT Stage	Station	Offset (LT/RT)	Temporary Access (Commercial Entrance) EACH Paid	Entrance Open, No Temp. Access Required	Entrance Closed
1	200+75	LT			X
1	202+50	RT	X		
1	203+25	LT			X
1	203+70	RT	X		
1	204+90	LT			X
1	206+48	LT	X		
1	206+70	RT		X	
1	207+00	RT		X	
1	207+16	RT		X	
1	207+18	LT		X	
2	200+75	LT		X	
2	202+50	RT	X		
2	203+25	LT		X	
2	203+70	RT	X		
2	204+90	LT		X	
2	206+48	LT		X	
2	206+70	RT		X	
2	207+00	RT		X	
2	207+16	RT		X	
2	207+18	LT		X	
3	200+75	LT		X	
3	202+50	RT	X		
3	203+25	LT		X	
3	203+70	RT	X		
3	204+90	LT		X	
3	206+48	LT		X	
3	206+70	RT	X		

VILLAGE OF WILLOWBROOK

Plaza Court MOT Stage	Station	Offset (LT/RT)	Temporary Access (Commercial Entrance) EACH Paid	Entrance Open, No Temp. Access Required	Entrance Closed
3	207+00	RT	X		
3	207+16	RT	X		
3	207+18	LT	X		

Executive Drive MOT Stage	Station	Offset (LT/RT)	Temporary Access (Commercial Entrance) EACH Paid	Entrance Open, No Temp. Access Required	Entrance Closed
4	101+00	RT		X	
4	101+50	RT		X	
4	102+50	RT		X	
4	102+50	LT	X		
4	103+00	RT	X		
4	104+10	RT	X		
4	104+65	LT			X
4	105+16	LT			X
4	106+00	RT	X		
4	107+65	RT	X		
4	109+28	RT	X		
4	111+00	RT	X		
4	112+32	RT	X		
4	112+50	LT	X		
4	112+80	RT	X		
4	113+50	LT	X		
4	114+50	LT	X		
5	101+00	RT		X	
5	101+50	RT		X	
5	102+50	RT		X	
5	102+50	LT		X	
5	103+00	RT	X		
5	104+10	RT	X		
5	104+65	LT		X	
5	105+16	LT		X	
5	106+00	RT	X		
5	107+65	RT	X		
5	109+28	RT	X		
5	111+00	RT	X		
5	112+32	RT	X		
5	112+50	LT		X	
5	112+80	RT	X		
5	113+50	LT		X	
5	114+50	LT		X	

VILLAGE OF WILLOWBROOK

TEMPORARY PAVEMENT REMOVAL

Description. This work shall consist of the removal of temporary hot-mix asphalt pavement placed during temporary stage construction operations.

Construction Requirements. This work shall be completed in accordance with Section 440 of the Standard Specifications. Underlying geotechnical fabric installed below the HMA materials shall also be removed and included in the cost of this item. Removal and disposal of the materials shall be in accordance with Section 202.03 of the standard specifications.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT REMOVAL.

VILLAGE OF WILLOWBROOK

DUCTILE IRON WATER MAIN FITTINGS

Description. This item shall include the furnishing and complete installation of “compact” ductile iron fittings with EBAA kit shown or indicated on the contract drawings, or required by constructing this improvement. The unit price bid shall include the fittings, the required jointing materials, and the cost of any cutting. Where fittings are called for on the contract plans, and the engineer directs another fitting to be used, the weight of the actual fitting used shall be the basis of the theoretical weight of the body casting only, as set forth in the material suppliers published weights for ductile fittings. All such fittings furnished shall be “compact”, mechanical joint, unless otherwise approved by the engineer. All retainer glands furnished shall be MEGA LUGS or TufGrips (Clow) retainer glands as described herein.

All ductile iron fittings shall conform in accordance with ANSI/AWWA C153/A21.53 for the mechanical joint, suitable for a maximum working pressure of three hundred fifty pounds per square inch (350 psi).

Mechanical Joint Bolts. All bolts and nuts used on this project shall be 316 S.S. T- Head bolt and nut and no substitutes will be accepted.

Retainer Glands. Whenever any type of gland for making up a mechanical joint connection is required or specified under this contract, MEGA LUGS or TufGrips (Clow) retainer glands shall be furnished. No additional compensation will be allowed for furnishing and installing MEGA LUGS or TufGrips (Clow) retainer glands. Thrust blocks shall also be required at all mechanical joint fittings in addition to retainer glands, which shall not be measured for payment and shall be considered included in the cost of DUCTILE IRON WATER MAIN FITTINGS.

Concrete thrust blocks, as shown on the plans and/or directed by the Engineer, shall be constructed at plugs, tees, and bends of 3000 psi concrete in accordance with section 41-2.09 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, latest edition, and Village of Willowbrook Standards. The concrete thrust blocks shall completely fill the space between the bends of fittings and the walls of the trench from 6 inches below the fittings to 12 inches above the fitting with no possible interference with the making or remaking of the joints. In addition to the concrete thrust blocking all mechanical joints, bends of 10 degrees and larger, and fire hydrants shall be “Megalug” restraint or approved equal.

Thrust blocking shall follow applicable requirements of Section 41 of the STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS. All joints requiring thrust blocking shall also use retainer glands. Retainer glands shall be measured and paid for separately using the pay item DUCTILE IRON WATER MAIN FITTINGS. Thrust blocking shall be included in the cost of DUCTILE IRON WATER MAIN FITTINGS. Retainer Glands shall be "Megalug" manufactured by EBAA Iron Sales, Inc. All bolts shall be stainless steel.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per pound for DUCTILE IRON WATER MAIN FITTINGS, for which the weight of the joint accessories will be included for payment.

In any case, the weight per fitting allowable for payment shall not exceed the following:

VILLAGE OF WILLOWBROOK

Bends	Tees / Crosses	Miscellaneous
90° bend, 6" – 83 lbs	Tee, 6" x 6" – 125 lbs	Cut-In-Sleeve, 6" – 112 lbs
90° bend, 8" – 106 lbs	Tee, 8" x 6" – 175 lbs	Cut-In-Sleeve, 8" – 142 lbs
90° bend, 10" – 190 lbs	Tee, 8" x 8" – 185 lbs	Cut-In-Sleeve, 10" – 204 lbs
90° bend, 12" – 255 lbs	Tee, 10" x 6" – 250 lbs	Cut-In-Sleeve, 12" – 253 lbs
45° bend, 6" – 71 lbs	Tee, 10" x 8" – 260 lbs	Reducer, 8" x 6" – 95 lbs
45° bend, 8" – 105 lbs	Tee, 10" x 10" – 310 lbs	Reducer, 10" x 6" – 115 lbs
45° bend, 10" – 155 lbs	Tee, 12" x 6" – 325 lbs	Reducer, 10" x 8" – 130 lbs
45° bend, 12" – 215 lbs	Tee, 12" x 8" – 340 lbs	Reducer, 12" x 8" – 165 lbs
22.5° bend, 6" – 66 lbs	Tee, 12" x 10" – 390 lbs	Plug, 6" – 16 lbs
22.5° bend, 8" – 105 lbs	Tee, 12" x 12" – 410 lbs	Plug, 8" – 26 lbs
22.5° bend, 10" – 160 lbs		Plug, 10" – 36 lbs
22.5° bend, 12" – 220 lbs		Plug, 12" – 46 lbs
11.25° bend, 6" – 63 lbs	Cross, 12" x 6" – 360 lbs	Cap, 6" – 15 lbs
11.25° bend, 8" – 110 lbs	Cross, 12" x 8" – 385 lbs	Cap, 8" – 25 lbs
11.25° bend, 10" – 160 lbs	Cross, 12" x 10" – 460 lbs	Cap, 10" – 35 lbs
11.25° bend, 12" – 220 lbs	Cross, 12" x 12" – 495 lbs	Cap, 12" – 45 lbs

VILLAGE OF WILLOWBROOK

WATER MAIN REMOVAL

Description. This work shall consist of the removal of portions of the existing water main and capping of the portions that are to remain in place. This work shall be performed at locations shown on the plans and/or subject to the review of the ENGINEER.

Excavation required for water main removal shall be performed in accordance with the applicable portion of the Special Provision "DUCTILE IRON WATER MAIN" included herein. Water main removal shall end either at a joint or at a location where the existing pipe has been saw-cut so as to provide a smooth, even surface so as to allow a watertight joint. After removal of the existing pipe, the integrity of that portion which is to remain in place shall be checked by the ENGINEER to ensure that the pipe end has not been damaged. Additional removal required by non-compliance with this Special Provision will be performed at the CONTRACTOR'S expense and no additional compensation will be allowed. The existing water main shall be capped at all locations where removal is specified with a Mueller Krausz Hymax Grip. The valves that control the existing water distribution system may not be adequate to completely shut down the system and the CONTRACTOR should expect some residual pressure to be present when the cap is installed.

If the excavation required for the removal operation falls within a paved area (existing or proposed), it shall be backfilled with TRENCH BACKFILL, SPECIAL in accordance with the applicable requirements of the Special Provision included herein. Backfill will not be measured for payment but shall be considered incidental to the contract unit price per LINEAL FOOT of WATER MAIN REMOVAL.

Work shall also include coordination with the Village for shutdown of existing valves.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per FOOT for WATER MAIN REMOVAL, regardless of diameter. This price shall include excavation, capping of existing water mains that remain in place, and backfill (Trench Backfill, Special as necessary) as herein specified.

VILLAGE OF WILLOWBROOK

WATER MAIN LINE STOP

Description. This work shall consist of the placement of a self-contained unit of the size indicated on the plans for the purpose of abandoning a section of water main without interruption of service to that section of main that is to remain active.

General. The line stop unit shall be a self-contained hydraulic (hand pump operated) ram. The line stopping device shall be of such a design that when hydraulic pressure is applied, the rubber will expand and conform to the inside diameter of the pipe and tuberculation inside the main (if any) will be moved outside of the sealing area. The line stop shall be of the "Short Stop" variety which will require removing only the top of the pipe during operation. All fittings shall employ an inside diameter thread, screw-type connection. After insertion of the plug, a screw-on cap shall be used and bolted down. The system shall be capable of containing a water pressure of 150 psi. Shop drawings for line stop sleeves shall be submitted for approval by the Engineer prior to delivery to the job site.

Basis of Payment. This work will be paid for at the contract unit price EACH for WATER MAIN LINE STOP, of the diameter specified, which price shall be payment in full for all excavation, legal disposal of excavated material and trench backfill.

VILLAGE OF WILLOWBROOK

WATER SERVICE RECONNECTIONS

Description. This work shall consist of furnishing and installing proposed water service connections from the new water main to the existing water service line and completing the connection for service.

General. This work shall be performed in accordance with the applicable sections of the “Standard Specifications for Water and Sewer Construction in Illinois” and all local codes and ordinances. The water service shall be sized to match the diameter of the existing water service lines. The Contractor shall provide the fittings necessary to connect the new service line to the existing water service lines, regardless of the material composition of existing service lines, which may include lead, copper, galvanized iron, or other materials.

The CONTRACTOR shall be required to have a licensed plumber make the tap into the water main. The CONTRACTOR shall also be required to provide an independent third party inspection by a licensed plumber with inspection report/documentation.

Construction. The work shall include a corporation stop and direct tap to the new water main and new copper water service line, as needed to affect the elevation adjustment for connecting the existing water line to the new water main. New water service lines shall be installed from the new water main to a new buffalo box. The work shall include abandoning all existing buffalo boxes and reconnection of the existing services lines to the new buffalo boxes. Installing a new buffalo box on the parkway, or in driveways, on the existing water service line, and removal of the existing buffalo box shall be made via direct tap, no saddles. New service connections shall match the size of the existing service connection. The Contractor shall be required to have a licensed plumber make the tap into the water main and install the b-boxes. The Contractor shall also be required to provide an independent third-party inspection by a licensed plumber with inspection report/documentation.

Work shall include a tapping sleeve, any necessary copper tubing, the buffalo box and curb stop, connections and all fittings, including reducer necessary to reconnect the existing water service (at the property line) to the water main as directed and approved by the Engineer as specified herein.

Service saddles will not be accepted. The minimum cover shall be 5.5 feet. The Contractor shall “pothole” the proposed drill path for all bored services and expose utilities.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per EACH for WATER SERVICE RECONNECTIONS, of the size specified, which payment shall be full compensation for all work, including tapping the new water main, corporation stops, service box, curb stop, service line reconnections, bushings, unions, or other fittings to disconnect existing services from the water main to be abandoned, and to reconnect them to the proposed water main. The work shall also include all required excavation, legal disposal of excavated material, backfilling of the trench, including trench backfill (aggregate material) under all roadway, driveways and sidewalks. The work for all other restoration including driveway, sidewalk, curb and gutter, and seeding shall be paid for separately.

VILLAGE OF WILLOWBROOK

ADJUSTING WATER SERVICE LINES

Description. This work consists of adjusting water service lines in accordance with Section 563 of Standard Specifications for Road and Bridge Construction (latest edition), except as revised herein. Trench Backfill material shall be per Section 208 of the SSRBC and the TRENCH BACKFILL, SPECIAL specification as included herein.

The CONTRACTOR shall be required to have a licensed plumber make the tap into the water main. The CONTRACTOR shall also be required to provide an independent third party inspection by a licensed plumber with inspection report/documentation.

Any water service lines that are less than 5-foot in depth shall be insulated with minimum 2-foot wide by 4-inch thick insulation board meeting ASTM 578, Type VI, 40 PSI compressive strength per ASTM D1621, with 0.1% maximum water absorption per ASTM C272. All insulation board joints shall be overlapped. Backfill material around the insulation boards shall be fine sand (FA-7), free from roots, organic matter, leaves, and all other injurious materials.

Copper Pipe:

Copper pipe shall be copper water tube, Type K with compression fittings, soft temper, for underground service, conforming to ASTM-B88 and ASTM-B251 of the inside diameter to match the existing water service line. The pipe shall be marked with the manufacturer's name or trademark and a mark indicative of the type of pipe. The outside diameter of the pipe and minimum weight per foot of the pipe shall not be less than that listed in ASTM B251, Table 11.

For existing lead water service only, provide a minimum of 5 feet of straight copper water tube, potable water service tubing (CTS) to be included in the cost of the WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX.

Stops and Fittings:

All corporation stops, curb stops, and connection couplings shall be fabricated of no lead/low lead bronze alloy and shall be provided with outlets suitable for connections. All connections shall be made with compression couplings. Stops and fittings shall be as manufactured by Ford Co. and shall be in accordance with AWWA Specifications. The curb stops shall be Mueller No-Lead. Corporation stops and curb stops shall be the non-restricting ball valve type.

Curb Boxes:

The curb boxes shall be cast iron Minneapolis Threaded Curb Boxes, for rigid assembly, extension-type for 5'-6" bury or as required to make flush with the existing ground elevation. The boxes shall be complete with a lid marked 'WATER' and pentagon brass plug. Curb boxes shall be as manufactured by Mueller Co.

VILLAGE OF WILLOWBROOK

Shop Drawings for water system components shall be submitted for approval as soon as possible, but not less than thirty (30) calendar days prior to the time when the components are intended to be installed.

Care should be taken in installing new water services so as to have the least interruption of service to the water customer. This work will require disruptions of water service. The CONTRACTOR shall notify the ENGINEER not less than 48-hours in advance of planned disruptions. It should be noted that the water main will not be turned off for the installation of water services. It should also be noted that the Village of Willowbrook Public Works personnel are the only persons authorized to turn on and off existing water main valves. The Contractor can operate newly-installed valves until accepted by the Village.

All water service lines shall be augered in place and shall be a minimum of five (5) feet in depth. Provide pipe insulation if cover is less than 5-feet. The CONTRACTOR may select a boring tool, mechanical drill or jack, at his option, to form the passage through the soil for insertion of water services under existing pavements. The size of the passage shall be just large enough to accommodate the service, but not so large to cause post-construction subsidence of the pavement. The service line shall be capped or plugged during the insertion process to prevent the entrance of soil. The insertion and receiving pits shall be backfilled in accordance with Section 208.

Method of Measurement and Basis of Payment. This work shall be measured per EACH for ADJUSTING WATER SERVICE LINES, to match the existing type and diameter, which price shall be payment in full for all excavation, saw cutting, legal disposal off-site of all excess material, backfill (Trench Backfill, Special as necessary), labor, materials and equipment necessary to perform the work as herein specified.

VILLAGE OF WILLOWBROOK

TEMPORARY DRAINAGE CONNECTION

Description. This work shall consist of furnishing and installing a temporary drainage pipe of the diameter specified during stage construction work for the temporary stormwater drainage condition as shown in the plans. This work also includes removal and disposal of the temporary drainage connection after the full permanent drainage system is constructed.

Construction Requirements. The temporary drainage connection shall consist of Polyvinyl Chloride (PVC) pipe in accordance with Article 1040.03 of the Standard Specifications. The pipe shall be installed and backfilled according to applicable portions of Section 550 of the Standard Specifications.

The pipe shall be installed at the elevations as shown in the plans from an existing or temporary storm sewer to a proposed storm sewer stub before the full permanent storm sewer or drainage system is constructed. The temporary drainage connection shall be completed with a watertight connection using non-shear couplings, and shall also include all elbows, wyes, tees, sleeves, and all other pipe fittings necessary to complete the work.

After the temporary drainage construction stage(s), temporary storm sewers shall be removed during the final construction stage as shown on the Plans. Removal of the storm sewers shall be in accordance with Section 551 of the Standard Specifications.

The pipe shall be installed and backfilled according to applicable portions of Section 550 of the Standard Specifications.

Method of Measurement. This work will be measured for payment in units of EACH, regardless of diameter, length, and number of fittings required. Trench backfill shall be measured and paid for separately under the pay item TRENCH BACKFILL, SPECIAL.

Basis of Payment. This work will be paid at the contract unit price per each for TEMPORARY DRAINAGE CONNECTION, which price shall include all labor and materials to complete the work as specified.

VILLAGE OF WILLOWBROOK

TEMPORARY MANHOLE

Description. This work shall consist of constructing temporary drainage structures to maintain drainage during construction staging operations. This work shall also include the removal and disposal of the drainage structure once the final drainage system has been constructed.

Construction Requirements. The temporary manhole shall consist of a 4 foot diameter manhole together with the necessary Type 1 cast iron frame and closed lid, in accordance with Section 602 of the Standard Specifications and the latest revisions of the IDOT standard drawings 602401 and 604001. The temporary manhole shall be connected to existing and proposed storm sewers as shown on the plans. Once the proposed storm sewer system is in place or during later construction stages, the manhole shall be removed and disposed of in accordance with Section 605 of the Standard Specifications.

Standard frames and lids shall be used on all catch basins, manholes, and inlets. Closed lids for storm sewer structures shall have the word "STORM" cast into them. Contractor shall determine and supply low profile frames and grates if the vertical dimension requires.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per EACH for TEMPORARY MANHOLE, together with the specified frames and lids, which price will include all excavation, backfilling, sand cushion, flat slab tops (when required), existing sewer connections, and structure removal as required to complete the work.

VILLAGE OF WILLOWBROOK

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highways Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specification and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The CONTRACTOR shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701006-05, 701011-04, 701101-05, 701311-03, 701501-06, 701901-08, 704001-08

DETAILS: Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10) and District One Typical Pavement Markings (TC-13)

SPECIAL PROVISIONS: Maintenance of Roadways

Changeable Message Sign

Special Public Convenience and Safety (D-1)

Equipment Parking and Storage (BOE)

Temporary Pavement Marking (BDE)

Lights on Barricades (BDE)

Pavement Marking Removal (BDE)

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the ENGINEER.

The Contractor shall post "Road Closed to Thru Traffic" signs on Type III barricades during working hours at each site and as approved by the Engineer. Overnight road closures will not be permitted unless the Contractor receives written permission from the Engineer.

Method of Measurement. All traffic control (except temporary pavement markings and changeable message boards) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment. Unless otherwise noted, all traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Any required temporary pavement markings will be paid for separately unless shown on a Standard.

VILLAGE OF WILLOWBROOK

HOX-MIX ASPHALT DRIVEWAY PAVEMENT, 6”

Description. This work shall consist of the construction of new asphalt driveway pavement at locations shown on the plans, or as directed by the Engineer, in accordance with Sections 301, 351, 406 and 423 of the “Standard Specifications for Road and Bridge Construction,” the details shown on the plans and as directed by the Engineer.

Construction Requirements. The Contractor shall place embankment or excavate in accordance with Sections 202 and 205 of the Standard Specifications in order to achieve the finished grades shown on the plans.

The proposed driveway pavement shall consist of:

A) 2” Hot-Mix Asphalt Surface Course, IL-9.5, Mix “D”, N70, 4” Hot-Mix Asphalt Binder Course, IL-19.0, N70, and 8” of Aggregate Base Course, Type B.

All excavation; embankment; Hot-Mix Asphalt Surface Course, IL-9.5, Mix “D”, N70; Hot-Mix Asphalt Binder Course, IL-19.0, N70; and Aggregate Base Course, Type B will not be paid for separately but shall be included in the cost of this pay item.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6”, which price shall be payment in full for constructing this item as specified, including all materials, labor and equipment.

VILLAGE OF WILLOWBROOK

STABILIZED CONSTRUCTION ENTRANCE

Description. This work shall consist of furnishing, installation, maintenance, and removal of stabilized pad of aggregate underlain with geotechnical filter fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following:

Aggregate size shall be 3" diameter stone or recycled concrement equivalent in accordance with Section 1005 of the Standard Specifications.

Geotechnical filter fabric shall be in accordance with Section 282 of the Standard Specifications.

Construction Requirements. The coarse aggregate shall be a thickness of 6 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width and length of the finished construction entrance shall be 20 and 50 feet, respectively but may be larger as required or as directed to prevent the tracking or flowing of sediment onto public rights-of-way. Periodic top-dressing with additional stone may be required as conditions demand. Repair and/or cleanout of any measures used to trap sediment may be required to maintain the performance and functionality of the construction entrance.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

Wheels shall be cleaned to remove sediment prior to entrance onto public right-of-way. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

Method of Measurement. This work will be measured for payment, in place, in units per square yard.

Basis of Payment. The work shall be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall include all materials, labor, tools, and equipment necessary to complete the work as specified.

VILLAGE OF WILLOWBROOK

CONSTRUCTION LAYOUT

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The Engineer will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the Resident Engineer.

The CONTRACTOR shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR's layout by the Engineer and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the control points within or adjacent to the project limits.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- b. Benchmarks will be established along the project.
- c. The Engineer will make random checks of the CONTRACTOR's staking to determine if the work is in substantial conformance with the plans. Where the CONTRACTOR's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- d. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.
- e. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the re-cross sectioning of the area involved. Any additional re-staking required by the

VILLAGE OF WILLOWBROOK

Engineer will be the responsibility of the CONTRACTOR. The additional re-staking done by the CONTRACTOR will be paid for in accordance with 109.04 of the Standard Specifications.

- f. The Engineer will accept responsibility for the accuracy of the initial control points as provided herein.
- g. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the CONTRACTOR's stakes; however, any errors that are apparent will be immediately called to the CONTRACTOR's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.

Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the CONTRACTOR

- a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the CONTRACTOR's responsibility to tie in centerline control points in order to preserve them during construction operations.

- b. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.
- c. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the CONTRACTOR and checked by the Engineer. The CONTRACTOR shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

Method of Measurement and Basis of Payment. This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which price shall be payment in full for all services, materials, labor and other items required to complete the work.

VILLAGE OF WILLOWBROOK

DRAINAGE STRUCTURE TO BE REMOVED

Description. This work shall consist of removing storm drainage structures including but not limited to catch basins, manholes and inlets with their existing frame and grate in accordance with Section 605 of the Standard Specifications and as specified herein. The word STRUCTURE shall be understood to mean catch basin, manhole, inlet, or any storm drainage structure as the case may be.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per EACH for DRAINAGE STRUCTURE TO BE REMOVED, which price shall be payment in full for all materials, labor, equipment, and other items required to complete the work.

VILLAGE OF WILLOWBROOK

PRESSURE CONNECTION

Description. This work shall consist of installing water main pressure connections of the size specified, together with tapping sleeves, tapping valve, gate valves, valve vaults, and all necessary hardware, fittings, gaskets, and appurtenances inclusive. This work shall be constructed as shown in the plan details and as approved by the Engineer.

General. This work shall be done under pressure to insure that no customers on the water system are out of service while this work is being performed. Pressure connections shall be made through a gate valve, as specified herein, and a Mueller stainless steel tapping sleeve of the appropriate dimension.

Gate valves of the size specified shall be furnished and installed at the locations indicated on the plans or directed by the ENGINEER in accordance with the following provisions and the standard specifications. All gate valves shall be resilient wedge type. Water gate valve shall be iron body, fully bronze mounted, and of ample strength to withstand and operate satisfactorily under 200 psi cold water working pressure and shall be subjected to a 300 psi by hydrostatic test pressure, made in the shop. Water gate valves shall be mechanical joint and shall equal or exceed the requirements of the American Water Works Association. All valves shall be of non-rising stem type and shall be equipped with two-inch (2") square operating nuts. All valves shall open to the left or counterclockwise and shall conform to AWWA C-515 series 2500 Waterous or Mueller A2360 with stainless steel trim bolts, and ASTM D-429 for the rubber to metal bond on the cast iron wedge. Gates will be epoxy impregnated in accordance with AWWA C550. Cathodic anodes shall be included for all valves.

The contractor shall submit the proposed method of valve insertion to the Engineer for his review before any work is performed. The method used must be watertight and shall not interrupt flow through the water main.

A valve vault shall house the pressure connection and gate valves in accordance with Section 44 of the latest edition of the "Standard Specifications for Water and Sewer Construction and Illinois" (SSWSC) and as directed by the Engineer. In addition to the requirements of Sections 44-2.02, 44-301 of the SSWSC and Section 602 of the "Standard Specifications for Road and Bridge Construction", valve vaults shall be 5' in diameter in conformance with the latest revision of IDOT Standard Drawing 602506, Precast Valve Vault Type A 5' Diameter. All lids for valve vaults shall be Neenah R-1712 (or approved equal) with recessed pickhole, and have the word "WATER" cast into them. All valve vaults must include a minimum of 4-inches of adjusting rings, rubber boots and Mac Wrap.

All work shall be completed as shown in the plan details, as specified herein, and as approved by the Engineer. Pressure connections shall be made only in the presence of an authorized Village of Willowbrook representative.

Measurement and Payment. This work will be paid for at the contract unit price each for PRESSURE CONNECTION, of the size specified, which price shall include the furnishing of the tapping sleeve and tapping valve, and all necessary bolts and accessories; water main gate valve, and installing the valve and sleeve and executing a cut through the valve into the main, removing the severed section of the main for a complete installation, and installing a valve vault and frame and lid. All excavation and backfill necessary for the installation shall be included.

VILLAGE OF WILLOWBROOK

STORM SEWER (WATER MAIN REQUIREMENTS)

Description. This work consists of constructing storm sewer to meet water main standards, as required by the IEPA or when otherwise specified. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (Title 35 of the Illinois Administrative Code, Subtitle F, Chapter II, Section 653.119), the applicable sections of the current edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, and as herein specified.

This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and water mains. Separation criteria for storm sewers placed adjacent to water mains and water service lines are as follows:

- (1) Water mains and water service lines shall be located at least 10 feet (3.05 meters) horizontally from any existing or proposed drain, storm sewer, sanitary sewer, or sewer service connections.
- (2) Water mains and water service lines may be located closer than 10 feet (3.05 meters) to a sewer line when:
 - (a) Local conditions prevent a lateral separation of 10 feet (3.05 meters); and
 - (b) The water main or water service invert is 18 inches (460 mm) above the crown of the sewer; and
 - (c) The water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- (3) A water main or water service shall be separated from a sewer so that its invert is a minimum of 18 inches (460 mm) above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located within 10 feet (3.05 meters) horizontally of any sewer or drain crossed.

When it is impossible to meet (1), (2) or (3) above, the storm sewer shall be constructed of PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least 10 feet (3.05 meters).

Materials. Storm sewer meeting water main requirements shall be constructed of Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900 or ANSI/AWWA C905. A minimum wall thickness of DR 25 is required for all pipe sizes (Note: The lower the DR number, the higher the wall thickness and pressure rating). It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

Plastic pipe shall be marked with the manufacturer’s name (or trademark); ASTM or AWWA specification; Schedule Number, Dimension Ratio (DR) Number or Standard Dimension Ratio (SDR) Number; and Cell Class. The pipe and fittings shall also meet NSF Standard 14, and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used.

Joining of plastic pipe shall be by push-on joint, solvent welded joint, heat welded joint, flanged joint, or threaded joint, in accordance with the pipe manufacturer’s instructions and industry standards. Special precautions shall be taken to insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

Elastotmeric seals (gaskets) used for push-on joints shall comply with ASTM F477.

Solvent cement shall be specific for the plastic pipe material and shall comply with ASTM D 2564 (PVC) and be approved by NSF.

VILLAGE OF WILLOWBROOK

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per FOOT for STORM SEWER (WATER MAIN REQUIREMENTS) of the specified diameter for storm sewers, which price shall be payment in full for all materials, labor, equipment, and other items required to complete the work.

VILLAGE OF WILLOWBROOK

TEMPORARY PAVEMENT

Description. This work shall include the construction and removal of temporary pavement and necessary aggregate at locations as directed by the ENGINEER in the field. The original design intent is for this item to be used along Executive Drive and Plaza Court for temporary maintenance of traffic during construction staging operations. Temporary pavement may also be used at any other locations as determined in the field by the Engineer.

Temporary Pavement shall consist of 3 inches of Hot-Mix Asphalt Surface Course, Mix "D", N50, and 3" of Aggregate Base Course, Type B, constructed and compacted in accordance with Section 406 of the Standard Specifications. The temporary pavement shall be constructed at the slopes as specified in the plans, which requires excavation below existing grade.

The temporary pavement may be placed and compacted in one lift. All excavation required to construct this temporary pavement shall be included in the cost of this item.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT, which price shall be payment in full for labor, equipment, and material for the work as specified herein, which includes both the construction and excavation.

VILLAGE OF WILLOWBROOK

ADJUSTING WATER MAIN

Description. This work shall consist of the relocation of portions of the existing water main to avoid utility conflicts. This work shall be performed at locations shown on the plans and/or subject to the review of the ENGINEER. This work shall include the adjustment of the existing water main of the diameter specified. Trench Backfill material shall be per Section 208 of the SSRBC and the TRENCH BACKFILL, SPECIAL specification as included herein.

Excavation required for water main removal shall be performed in accordance with the Special Provision “Water Main Removal” included herein. Water main relocation limits shall be determined by the Engineer and joint or at a location where the existing pipe has been saw-cut so as to provide a smooth, even surface so as to allow a watertight joint. After relocation of the existing pipe, the integrity of that portion which has been adjusted shall be checked by the ENGINEER to ensure that the pipe has not been damaged. Additional relocation required by non-compliance with this Special Provision will be performed at the CONTRACTOR’S expense and no additional compensation will be allowed.

Any chlorination and pressure testing, as directed by the Engineer in the field, shall be included in the cost of this item, and shall be done in accordance with the language in the specification for DUCTILE IRON WATER MAIN, PRESSURE TESTING OF WATER MAINS, and DISINFECTION OF WATER MAINS.

All ductile iron water main fittings necessary to complete the work as specified herein shall be included in the cost of this item, and shall be accordance with the Specification for DUCTILE IRON WATER MAIN FITTINGS.

All connections to the existing water mains shall be included in the cost of this item.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per FOOT for ADJUSTING WATER MAIN, of the diameter specified, measured as removed. This price shall include all excavation, removal/adjustment/replacement of existing water main pipe, all fittings required, any required chlorination and pressure testing, all connections to existing mains, and backfill (Trench Backfill, Special as necessary) as herein specified.

VILLAGE OF WILLOWBROOK

DUPAGE COUNTY HIGHWAY PERMIT

Description. This pay item includes permit fees and all other associated costs anticipated for the DuPage County Highway Permit, required during stage construction for the detour route and signage on Madison Street.

Method of Measurement. This work will be paid for in units per CALENDAR DAY.

Basis of Payment. This work will be paid for in units per calendar day under DUPAGE COUNTY HIGHWAY PERMIT, which price shall be payment in full for the cost of the permit and other administrative costs.

Costs associated with signage for the detour route are paid for separately under the pay item for TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

VILLAGE OF WILLOWBROOK

ITEMS AS ORDERED BY ENGINEER

Description. This item will be used at the discretion of the ENGINEER for items including, but not limited to, landscaping / decorative landscaping (or other restoration), investigation and repair/replacement of items discovered on site, and/or structure modifications as determined in the field by the Engineer.

General Requirements. Work shall be done under this item as directed by the Engineer.

Basis of Payment. This work will be paid for in units of one dollar (\$1.00) under ITEMS ORDERED BY THE ENGINEER. Before work begins, the ENGINEER and the CONTRACTOR shall agree to the amount to be paid for each item of work.

VILLAGE OF WILLOWBROOK

PRECONSTRUCTION VIDEO TAPING

Description. The Contractor shall prepare pre-construction video documentation of all features in the area affected by construction. All video camera, recorders, tapes, accessories, and appurtenances shall be in high quality DVD format equipment. Pre-construction video documentation shall consist of a series of high-resolution, color audio-video tapes showing all areas affected by construction. Two (2) copies are to be provided to the Engineer.

Construction Requirements. All pertinent exterior features within the construction's zone of influence shall be shown in sufficient detail to document its preconstruction condition. Features to be shown shall include, but not be limited to, pavements, curbs, driveways, garage floors, sidewalks, retaining walls, buildings, landscaping trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by landscaping, trees, shrubbery, fences, light posts, etc. View orientation shall be maintained by audio commentary on the audio track of each video tape to help explain what is being viewed. The Contractor will be held liable for any damages that are not shown on the pre-construction video tapes. The Contractor shall work with the Engineer and Village for documenting any items on private property, such as the garage floors.

The pre-construction video taping shall be completed and copies of the tapes shall be submitted to the Village for approval before commencing mobilization and/or construction activities.

Method of Measurement and Basis for Payment. This work shall be paid for at the contract LUMP SUM price for PRECONSTRUCTION VIDEO TAPING. No progress payments will be processed until the preconstruction video tape has been received and approved by the Village.

VILLAGE OF WILLOWBROOK

STRUCTURES TO BE ADJUSTED WITH TEMPORARY TYPE 1 FRAME AND GRATE

Description. This work shall consist of furnishing and placing of temporary frames and lids on top of existing or proposed stormwater drainage structures within paved areas for the purpose of temporary drainage during MOT staging, as shown in the Erosion Control Plans. The work also includes subsequent removal and disposal of the temporary frame and grate during the final roadway and drainage construction stage.

Construction Requirements. The existing or proposed drainage structure shall be adjusted with the Type 1 Frame and Grate in conformance with applicable portions of Section 602 of the Standard Specifications. The temporary drainage lids shall be Type 1, Open or Closed Lids, as directed in the plans, according to IDOT drawing Standard 604001. The frame and grate shall be constructed flush with the surrounding paved surface. After the temporary drainage construction stage(s), the temporary frame and grate shall be removed and disposed in accordance with Article 202.03 of the standard specifications.

The drainage structure shall be subsequently removed or adjusted with the final frame and grate as shown in the plans. The subsequent adjustment or removal shall be measured and paid for separately.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per EACH for STRUCTURES TO BE ADJUSTED WITH TEMPORARY TYPE 1 FRAME AND GRATE, which price shall include all materials, labor, tools, and equipment necessary to complete the work as specified.

Drainage structures, drainage structure removals, final adjustments, and final frames and grates shall be paid for separately under the applicable items.

VILLAGE OF WILLOWBROOK

STRUCTURES TO BE RECONSTRUCTED

Description. This work shall consist of reconstructing catch basins, manholes, valve vaults, water valve boxes, fire hydrant auxiliary valve boxes, water service boxes and inlets with their existing frame and grate or with a new frame and grate in accordance with Section 602 of the Standard Specifications and as specified herein.

Construction Requirements. For any structure to be reconstructed, the pavement shall be saw cut. As part of the unit price for this work, each structure to be adjusted shall also be cleaned. Frames and grates or lids shall be furnished and installed according to Section 604 of the Standard Specifications. If backfill material is necessary, backfill material shall be measured and paid for separately as TRENCH BACKFILL, SPECIAL or as directed and approved by the Engineer.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per EACH for STRUCTURES TO BE RECONSTRUCTED, which price shall be payment in full for all materials, labor, equipment, and other items required to complete the work. The word STRUCTURE shall be understood to mean catch basin, manhole, valve vaults, water valve box, fire hydrant auxiliary valve box, or inlet as the case may be.

VILLAGE OF WILLOWBROOK

TEMPORARY PIPE PLUG

Description. This work shall consist of providing and installing a temporary pipe plug on existing or proposed storm sewers at the locations as shown on the plans during construction staging operations. The work also includes the removal and disposal of the temporary pipe plug after the final drainage system has been constructed.

Construction Requirements. Temporary pipe plugs shall be water tight, ensuring no water or sediment infiltration will occur. Temporary pipe plugs shall only be installed where indicated on the plans or as approved by the Engineer.

Proposed storm sewers, structures, lids, and backfilling material and operations will be paid for separately. Any damage to existing or proposed structures or storm sewers shall be repaired by the Contractor with no additional compensation.

Materials for the temporary pipe plug shall be approved by the Engineer. After the final drainage system has been constructed, the temporary pipe plug shall be removed and disposed of in accordance with Article 202.03 of the Standard Specifications.

Method of Measurement. This work will be measured for payment in units of EACH, regardless of size of the storm sewer to be plugged.

Basis of Payment. This work will be paid for at the contract unit price per EACH for TEMPORARY PIPE PLUG, which price shall be payment in full for all materials, labor, equipment, and other items required to complete the work.

VILLAGE OF WILLOWBROOK

WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)

Description. This work shall consist of the furnishing of all labor, tools, and equipment necessary to effect a connection to the existing water main or the disconnection of an existing water main, intended to be otherwise abandoned, or taken out of service upon completion of this project. All work shall be in accordance with the Standard Specifications.

Construction Requirements. The CONTRACTOR shall coordinate a minimum of 48 hours in advance with the water superintendent for a shutdown connection of the existing water main within the area affected by this work. All materials shall be on hand before work is undertaken to insure that a minimum of time is necessary to complete the work required on the plans. **Only Water Department Personnel will be in charge of closing system valves**, but the CONTRACTOR will lend any assistance necessary to expedite the shutdown. In addition, when it becomes necessary to pass out notices of a system shutdown, the owner may direct the CONTRACTOR to distribute “NOTICES” door to door as discussed elsewhere in these Specifications.

The CONTRACTOR will also be required to furnish any and all pipe fittings, required jointing materials, and all work necessary to complete the connection as specified. This includes but not limited to any necessary plugs and corporation stops. A MJ x MJ ductile long solid sleeve shall be used as a cut-in-sleeve. All fittings and pipe that are installed under this item shall be placed on a granular bedding a minimum of six inches (6”) in thickness. Pipe fittings shall also be paid for under a separate item in the contract. In addition, whenever a connection is made and a portion of the existing system will not be subject to the chlorination procedure for the new main, the CONTRACTOR shall provide tablet disinfection procedures as described in Section 41-2.14C (3) of the Standard Specifications. Any granular backfill will be paid for under a separate item in the contract. All other items required for restoration (i.e. pavement patches, seeding, etc.) will be paid for under the specific pay item in the contract. After the connection has been made, a visual inspection shall be made for leaks under system pressure, irrespective of the pressure test that may be required under other provisions in the contract. If no visual leaks are detected, the excavation shall be backfilled with materials as directed by the VILLAGE.

Cutting and capping the existing main shall include all excavation, hauling, dewatering of existing main and disposal of excess material, cutting and removal of portions of existing water main to facilitate a water tight existing main before the proposed water main is approved. This work involves installing a plug, with restrained joints and thrust blocking, of like size to the main which is being abandoned, and shall also include mortar placement in the abandoned ends of the abandoned water main.

Method of Measurement and Basis of Payment. The work shall be paid for at the contract unit price per each for WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), of the diameter specified, which price shall be payment in full for all work as specified. Any existing water main to be capped shall be incidental to this item.

VILLAGE OF WILLOWBROOK

WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX

Description. This work shall consist of replacing and reconnecting existing short and long side water services to the new water main included in this project. Only services currently being used will be replaced. The work shall include a corporation stop and direct tap (or full circle repair sleeve – Ford FS1 8"x15"x1.5" cc) to the new water main and new copper water service line, as needed to affect the elevation adjustment for reconnecting the existing water service connection to the new main, to install a new buffalo box on the parkway on the existing water service line, and removal of the existing buffalo box.

Materials. All water service pipe shall be pure copper, type K, for underground utility lines, conforming to ASTM B-88 and B-251. Corporation stops shall be Mueller H-15000 and all necessary fittings shall be solid brass. Curb stops shall be Mueller B-25154. All fittings shall be of the compression type approved by the owner and in accordance with local plumbing codes. Buffalo boxes shall be Mueller H-10302 or H-10306 (Minneapolis threaded) with an enlarged buffalo box base to accommodate the curb stop, and shall meet with the owner's approval prior to ordering. The top section of the buffalo box should have a 2-hole lid. Pre-cast concrete curb stop stabilizing bases shall be approximately eight - inches (8") in diameter and three inches (3") in height, with pre-cast cut outs made to accept the service line in one direction and stabilize the curb stop in the other direction. Provide a 24-inch stem extension connected with a stainless steel keeper pin.

Installation. After the new water main has been tested, chlorinated, approved and placed in service, each water service shall be reconnected to the new water main. The Contractor shall replace the services with new copper from the new main to a new buffalo box, and then shall reconnect the new copper to the existing water service pipe. Existing service lines may be a different size and pipe material. The Contractor shall provide acceptable couplings or fittings to reconnect to the existing service pipe. Install long water service pipe below paved areas by the directional drilling method. Install short water service pipe by open cut methods. The items of WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX of the size specified, which price shall include all labor, materials equipment, and tools necessary to otherwise disconnect and transfer the existing service, with all necessary backfill and any new service line and buffalo box being included in this pay item.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per each for WATER SERVICE REPLACEMENT WITH NEW BUFFALO BOX, in which prices shall be payment in full for all work as specified. All backfill necessary to complete this work shall be considered incidental to this pay item. Price for connecting existing water services to new water main with 1.5" Type K copper tubing and shall include full compensation of cost of furnishing, laying, open excavation, directional drilling, hauling, and disposal of excess material, jointing, testing, bacterial disinfection, copper tubing, flared fittings, brass reducers, main connection assemblies, designated bedding material thickness below pipe barrel, designated cover material on top of pipe, designated backfill compaction, temporary restoration of distributed area, and cleanup.

VILLAGE OF WILLOWBROOK

(D-1) FRICTION AGGREGATE

Effective: January 1, 2011

Revised: November 1, 2019

Revise Article 1004.03(a) of the Standard Specifications to read:

“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete

VILLAGE OF WILLOWBROOK

Use	Mixture	Aggregates Allowed
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}
HMA High ESAL	D Surface and Binder IL-9.5 SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}
		<u>Other Combinations Allowed:</u>

VILLAGE OF WILLOWBROOK

Use	Mixture	Aggregates Allowed	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
	IL-9.5		
	SMA		
	Ndesign 80		
	Surface		
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

VILLAGE OF WILLOWBROOK

Use	Mixture	Aggregates Allowed	
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
	IL-9.5	Crystalline Crushed Stone	
	SMA	Crushed Sandstone	
	Ndesign 80	Crushed Slag (ACBF)	
	Surface	Crushed Steel Slag	
		No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

VILLAGE OF WILLOWBROOK

(D-1) HOT-MIX ASPHALT BINDER AND SURFACE COURSE

Effective: November 1, 2019

Revised: November 1, 2020

Description. This work shall consist of constructing a hot-mix asphalt (HMA) binder and/or surface course on a prepared base. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. Revise Article 1004.03(c) to read:

“ (c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption
≤ 2.0 percent.”

HMA Nomenclature. Revise the “High ESAL” portion of the table in Article 1030.01 to read:

VILLAGE OF WILLOWBROOK

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

“1030.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source

VILLAGE OF WILLOWBROOK

that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the Department's Qualified Producer List, "Technologies for the Production of Warm Mix Asphalt (WMA)".

Mixture Design. Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

VILLAGE OF WILLOWBROOK

High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}										
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 µm)			12	16	12	18				
#50 (300 µm)	6	15					4	15	15	30
#100 (150 µm)	4	9					3	10	10	18

VILLAGE OF WILLOWBROOK

#200 (75 µm)	3	6	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4	6	7	9 ^{3/}
#635 (20 µm)			≤ 3.0		≤ 3.0					
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

- “(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

VILLAGE OF WILLOWBROOK

VOLUMETRIC REQUIREMENTS				
High ESAL				
	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
N _{design}	IL-19.0; Stabilized Subbase IL- 19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 – 78 ^{2/}
70				65 - 75
90				

1/ Maximum draindown for IL-4.75 shall be 0.3 percent.

2/ VFA for IL-4.75 shall be 72-85 percent.”

Revise the table in Article 1030.04(b)(3) to read:

“VOLUMETRIC REQUIREMENTS, SMA 12.5 ^{1/} and SMA 9.5 ^{1/}			
N _{design}	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 ^{4/}	3.5	17.0 ^{2/}	75 - 83
		16.0 ^{3/}	

1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.

2/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .

3/ Applies when specific gravity of coarse aggregate is < 2.760 .

4/ Blending of different types of aggregate will not be permitted.

For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

VILLAGE OF WILLOWBROOK

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

“During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production.”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Quality Control/Quality Assurance (QC/QA). Revise the third paragraph of Article 1030.05(d)(3) to read:

“ If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Add the following paragraphs to the end of Article 1030.05(d)(3):

“ Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement). Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed.”

Revise the second table in Article 1030.05(d)(4) and its notes to read:

VILLAGE OF WILLOWBROOK

“DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density, minimum
IL-4.75	N _{design} = 50	93.0 – 97.4 % ^{1/}	91.0%
IL-9.5FG	N _{design} = 50 - 90	93.0 – 97.4 %	91.0%
IL-9.5	N _{design} = 90	92.0 – 96.0 %	90.0%
IL-9.5, IL-9.5L,	N _{design} < 90	92.5 – 97.4 %	90.0%
IL-19.0	N _{design} = 90	93.0 – 96.0 %	90.0%
IL-19.0, IL-19.0L	N _{design} < 90	93.0 ^{2/} – 97.4 %	90.0%
SMA	N _{design} = 80	93.5 – 97.4 %	91.0%

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade.”

Equipment. Add the following to Article 1101.01 of the Standard Specifications:

“ (h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:

- (1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm);
- (2) The minimum length of the drum(s) shall be 57 in. (1480 mm);
- (3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and
- (4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN).”

Construction Requirements.

Add the following to Article 406.03 of the Standard Specifications:

“(j) Oscillatory Roller 1101.01”

Revise the third paragraph of Article 406.05(a) to read:

“ All depressions of 1 in. (25 mm) or more in the surface of the existing pavement shall be filled with binder. At locations where heavy disintegration and deep spalling exists, the area shall be cleaned of all loose and unsound material, tacked, and filled with binder (hand method).”

VILLAGE OF WILLOWBROOK

Revise Article 406.05(c) to read.

- “ (c) Binder (Hand Method). Binder placed other than with a finishing machine will be designated as binder (hand method) and shall be compacted with a roller to the satisfaction of the Engineer. Hand tamping will be permitted when approved by the Engineer.”

Revise the special conditions for mixture IL-4.75 in Article 406.06(b)(2)e. to read:

- “ e. The mixture shall be overlaid within 5 days of being placed.”

Revise Article 406.06(d) to read:

- “ (d) Lift Thickness. The minimum compacted lift thickness for HMA binder and surface courses shall be as follows.

MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19) - over HMA surfaces ^{1/} 1 (25) - over PCC surfaces ^{1/}
IL-9.5FG	1 1/4 (32)
IL-9.5, IL-9.5L	1 1/2 (38)
SMA 9.5	1 3/4 (45)
SMA 12.5	2 (51)
IL-19.0, IL-19.0L	2 1/4 (57)

1/ The maximum compacted lift thickness for mixture IL-4.75 shall be 1 1/4 in. (32 mm).”

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

“TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Binder and Surface ^{1/}	V _D , P ^{3/} , T _B , 3W, O _T , O _B	P ^{3/} , O _T , O _B	V _S , T _B , T _F , O _T	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA ^{4/ 5/}	T _B , 3W, O _T	- -	T _F , 3W, O _T	
Bridge Decks ^{2/}	T _B	- -	T _F	As specified in Articles 582.05 and 582.06.

VILLAGE OF WILLOWBROOK

- 3/ A vibratory roller (V_D) or oscillatory roller (O_T or O_B) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder.
- 5/ The Contractor shall provide two steel-wheeled tandem (T_B) or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm). 3W, T_B and T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

- “ O_T - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).
- O_B - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m).”

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

“As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

Production Testing. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

- “(a) High ESAL Mixtures. A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Method of Measurement: Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb}.”

Basis of Payment. Replace the second through the fifth paragraphs of Article 406.14 with the following:

- “ HMA binder and surface courses will be paid for at the contract unit price per ton (metric ton) for MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS; HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; HOT-MIX ASPHALT SURFACE COURSE, of the

VILLAGE OF WILLOWBROOK

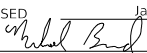
mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition, friction aggregate, and Ndesign specified.”

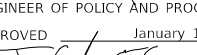
VILLAGE OF WILLOWBROOK

IDOT HIGHWAY STANDARDS

ABV	ABOVE	CU YD	CUBIC YARD	HATCH	HATCHING	PM	PAVEMENT MARKING	STD	STANDARD
A/C	ACCESS CONTROL	CULV	CULVERT	HD	HEAD	PED	PEDESTAL	SBI	STATE BOND ISSUE
AC	ACRE	C&G	CURB & GUTTER	HDW	HEADWALL	PNT	POINT	SR	STATE ROUTE
ADJ	ADJUST	D	DEGREE OF CURVE	HDUTY	HEAVY DUTY	PC	POINT OF CURVATURE	STA	STATION
AS	AERIAL SURVEYS	DC	DEPRESSED CURVE	ha	HECTARE	PI	POINT OF INTERSECTION OF HORIZONTAL CURVE	SPBGR	STEEL PLATE BEAM GUARDRAIL
AGG	AGGREGATE	DET	DETECTOR	HMA	HOT MIX ASPHALT			SS	STORM SEWER
AH	AHEAD	DIA	DIAMETER	HWY	HIGHWAY	PRC	POINT OF REVERSE CURVE	STY	STORY
APT	APARTMENT	DIST	DISTRICT	HORIZ	HORIZONTAL	PT	POINT OF TANGENCY	ST	STREET
ASPH	ASPHALT	DOM	DOMESTIC	HSE	HOUSE	POT	POINT ON TANGENT	STR	STRUCTURE
AUX	AUXILIARY	DBL	DOUBLE	IL	ILLINOIS	POLYETH	POLYETHYLENE	e	SUPERELEVATION RATE
AGS	AUXILIARY GAS VALVE (SERVICE)	DSEL	DOWNSTREAM ELEVATION	IMP	IMPROVEMENT	PCC	PORTLAND CEMENT CONCRETE	S.E. RUN.	SUPERELEVATION RUNOFF LENGTH
AVE	AVENUE	DSFL	DOWNSTREAM FLOWLINE	IN DIA	INCH DIAMETER	PP	POWER POLE OR PRINCIPAL POINT	SURF	SURFACE
AX	AXIS OF ROTATION	DR	DRAINAGE OR DRIVE	INL	INLET	PRM	PRIME	SMK	SURVEY MARKER
BK	BACK	DI	DRAINAGE INLET OR DROP INLET	INST	INSTALLATION	PE	PRIVATE ENTRANCE	T	TANGENT DISTANCE
B-B	BACK TO BACK	DRV	DRIVEWAY	IDS	INTERSECTION DESIGN STUDY	PROF	PROFILE	T.R.	TANGENT RUNOUT DISTANCE
BKPL	BACKPLATE	DCT	DUCT	INV	INVERT	PGL	PROFILE GRADELINE	TEL	TELEPHONE
B	BARN	EA	EACH	IP	IRON PIPE	PROJ	PROJECT	TB	TELEPHONE BOX
BARR	BARRICADE	EB	EASTBOUND	IR	IRON ROD	P.C.	PROPERTY CORNER	TP	TELEPHONE POLE
BL	BASELINE	EOP	EDGE OF PAVEMENT	JT	JOINT	PL	PROPERTY LINE	TEMP	TEMPORARY
BGN	BEGIN	E-CL	EDGE TO CENTERLINE	kg	KILOGRAM	PR	PROPOSED	TBM	TEMPORARY BENCH MARK
BM	BENCHMARK	E-E	EDGE TO EDGE	km	KILOMETER	R	RADIUS or RESIDENTUAL	TD	TILE DRAIN
BIND	BINDER	ELEC	ELECRICAL	LS	LANDSCAPING	RR	RAILROAD	TBE	TO BE EXTENDED
BIT	BITUMINOUS	EL	ELEVATION	LN	LANE	RRS	RAILROAD SPIKE	TBR	TO BE REMOVED
BTM	BOTTOM	ENTR	ENTRANCE	LT	LEFT	RPS	REFERENCE POINT STAKE	TBS	TO BE SAVED
BLVD	BOULEVARD	EXC	EXCAVATION	LIDAR	LIGHT DETECTION AND RANGING	REF	REFLECTIVE	TWP	TOWNSHIP
BRK	BRICK	EX	EXISTING	LP	LIGHT POLE	RCCP	REINFORCED CONCRETE CULVERT PIPE	TR	TOWNSHIP ROAD
BBOX	BUFFALO BOX	EXPWAY	EXPRESSWAY	LGT	LIGHTING	REINF	REINFORCEMENT	TS	TRAFFIC SIGNAL
BLDG	BUILDING	E	EXTERNAL DISTANCE OF HORIZONTAL CURVE	LF	LINEAL FEET OR LINEAR FEET	REM	REMOVAL	TSCB	TRAFFIC SIGNAL CONTROL BOX
CATV	CABLE	E	OFFSET DISTANCE TO VERTICAL CURVE	L	LITER OR CURVE LENGTH	RC	REMOVE CROWN	TSC	TRAFFIC SYSTEMS CENTER
CIP	CAST IRON PIPE	F-F	FACE TO FACE	LC	LONG CHORD	REP	REPLACEMENT	TRVS	TRANSVERSE
CB	CATCH BASIN	FA	FEDERAL AID	LNG	LONGITUDINAL	REST	RESTAURANT	TRVL	TRAVEL
C-C	CENTER TO CENTER	FAI	FEDERAL AID INTERSTATE	L SUM	LUMP SUM	RESURF	RESURFACING	TRN	TURN
CL	CENTERLINE OR CLEARANCE	FAP	FEDERAL AID PRIMARY	MACH	MACHINE	RET	RETAINING	TY	TYPE
CL-E	CENTERLINE TO EDGE	FAS	FEDERAL AID SECONDARY	MB	MAIL BOX	RT	RIGHT	T-A	TYPE A
CL-F	CENTERLINE TO FACE	FAUS	FEDERAL AID URBAN SECONDARY	MH	MANHOLE	ROW	RIGHT-OF-WAY	TYP	TYPICAL
CTS	CENTERS	FP	FENCE POST	MATL	MATERIAL	RD	ROAD	UNDGND	UNDERGROUND
CERT	CERTIFIED	OPT	FIBER OPTIC	MED	MEDIAN	RDWY	ROADWAY	USGS	U.S. GEOLOGICAL SURVEY
CHSLD	CHISELED	FE	FIELD ENTRANCE	m	METER	RTE	ROUTE	USEL	UPSTREAM ELEVATION
CS	CITY STREET	FH	FIRE HYDRANT	METH	METHOD	SAN	SANITARY	USFL	UPSTREAM FLOWLINE
CP	CLAY PIPE	FL	FLOW LINE	M	MID-ORDINATE	SANS	SANITARY SEWER	UTIL	UTILITY
CLSD	CLOSED	FB	FOOT BRIDGE	mm	MILLIMETER	SEC	SECTION	VBOX	VALVE BOX
CLID	CLOSED LID	FDN	FOUNDATION	mm DIA	MILLIMETER DIAMETER	SEED	SEEDING	VV	VALVE VAULT
CT	COAT OR COURT	FR	FRAME	MIX	MIXTURE	SHAP	SHAPING	VLT	VAULT
COMB	COMBINATION	F&G	FRAME & GRATE	MBH	MOBILE HOME	S	SHED	VEH	VEHICLE
C	COMMERCIAL BUILDING	FRWAY	FREEWAY	MOD	MODIFIED	SH	SHEET	VP	VENT PIPE
CE	COMMERCIAL ENTRANCE	GAL	GALLON	MFT	MOTOR FUEL TAX	SHLD	SHOULDER	VERT	VERTICAL
CONC	CONCRETE	GALV	GALVANIZED	N & BC	NAIL & BOTTLE CAP	SW	SIDEWALK OR SOUTHWEST	VC	VERTICAL CURVE
CONST	CONSTRUCT	G	GARAGE	N & C	NAIL & CAP	SIG	SIGNAL	VPC	VERTICAL POINT OF CURVATURE
CONTD	CONTINUED	GM	GAS METER	N & W	NAIL & WASHER	SOD	SODDING	VPI	VERTICAL POINT OF INTERSECTION
CONT	CONTINUOUS	GV	GAS VALVE	NC	NORMAL CROWN	SM	SOLID MEDIAN	VPT	VERTICAL POINT OF TANGENCY
COR	CORNER	GIS	GEOGRAPHICAL INFORMATION SYSTEM	NB	NORTHBOUND	SB	SOUTHBOUND	WM	WATER METER
CORR	CORRUGATED	GRAN	GRANULAR	NE	NORTHEAST	SE	SOUTHEAST	VV	WATER VALVE
CMP	CORRUGATED METAL PIPE	GR	GRATE	NW	NORTHWEST	SPL	SPECIAL	WMAIN	WATER MAIN
CNTY	COUNTY	GRVL	GRAVEL	O/S	OFFSET	SD	SPECIAL DITCH	WB	WESTBOUND
CH	COUNTY HIGHWAY	GND	GROUND	O&C	OIL AND CHIP	SQ FT	SQUARE FEET	WILDFL	WILDFLOWERS
CSE	COURSE	GUT	GUTTER	OLID	OPEN LID	m ²	SQUARE METER	W	WITH
XSECT	CROSS SECTION	GP	GUY POLE	PAT	PATTERN	mm ²	SQUARE MILLIMETER	WO	WITHOUT
m ³	CUBIC METER	GW	GUY WIRE	PVD	PAVED	SQ YD	SQUARE YARD		
mm ³	CUBIC MILLIMETER	HH	HANDHOLE	PVMT	PAVEMENT	STB	STABILIZED		

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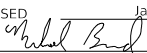
DATE	REVISIONS	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 1 of 9)
1-1-21	Updated fonts, abbreviations and symbols.	
1-1-19	Added new symbols.	
		STANDARD 000001-08

ADJUSTMENT ITEMS			EX	PR
Structure To Be Adjusted				ADJ
Structure To Be Cleaned				C
Main Structure To Be Filled				FM
Structure To Be Filled				F
Structure To Be Filled Special				FSP
Structure To Be Removed				R
Structure To Be Reconstructed				REC
Structure To Be Reconstructed Special				RSP
Frame and Grate To Be Adjusted				A
Frame and Lid To Be Adjusted				A
Domestic Service Box To Be Adjusted				A
Valve Vault To Be Adjusted				A
Special Adjustment				SP
Item To Be Abandoned				AB
Item To Be Moved				M
Item To Be Relocated				REL
Pavement Removal and Replacement				
ALIGNMENT ITEMS			EX	PR
Baseline				
Centerline				
Centerline Break Circle				
Baseline Symbol				
Centerline Symbol				
PI Indicator				
Point Indicator				
Horizontal Curve Data (Half Size)			EX. CURVE P.I. STA= Δ= D= R= T= L= E= e= T.R.= S.E. RUN= P.C. STA= P.T. STA=	CURVE P.I. STA= Δ= D= R= T= L= E= e= T.R.= S.E. RUN= P.C. STA= P.T. STA=
BOUNDARIES ITEMS			EX	PR
Dashed Property Line				
Solid Property/Lot Line				
Section/Grant Line				
Quarter Section Line				
Quarter/Quarter Section Line				
County/Township Line				
State Line				
Chiseled Square Found				
Iron Pipe Found				
Iron Pipe Set				
Survey Marker				
Property Line Symbol				
Same Ownership Symbol (Half Size)				
Northwest Quarter Corner (Half Size)				
Section Corner (Half Size)				
Southeast Quarter Corner (Half Size)				
DRAINAGE ITEMS			EX	PR
Channel or Stream Line				
Culvert Line				
Grading & Shaping Ditches				
Drainage Boundary Line				
Paved Ditch				
Aggregate Ditch				
Pipe Underdrain				
Storm Sewer				
Flowline				
Ditch Check				
Headwall				
Inlet				
Manhole				
Summit				
Roadway Ditch Flow				
Swale				
Catch Basin				
Culvert End Section				
Water Surface Indicator				
Riprap				
HYDRAULICS ITEMS			EX	PR
Overflow				
Sheet Flow				
Hydrant Outlet				
			STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 2 of 9)	
			STANDARD 000001-08	

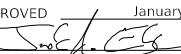


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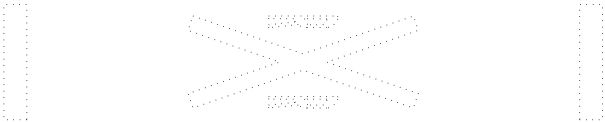
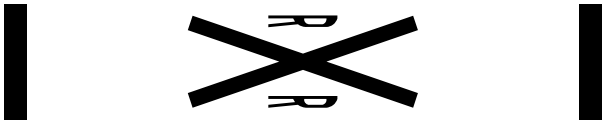
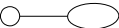
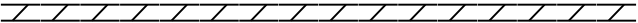
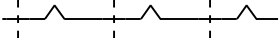
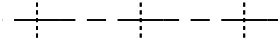
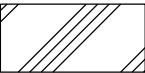
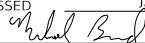
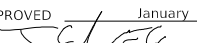

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EROSION & SEDIMENT CONTROL ITEMS		EX	PR
Cleaning & Grading Limits			
Dike			
Erosion Control Fence			
Perimeter Erosion Barrier			
Temporary Fence			
Ditch Check Temporary			
Ditch Check Permanent			
Inlet & Pipe Protection			
Sediment Basin			
Erosion Control Blanket			
Fabric Formed Concrete Revetment Mat			
Turf Reinforcement Mat			
Mulch Temporary			
Mulch Method 1			
Mulch Method 2 Stabilized			
Mulch Method 3 Hydraulic			
CONTOUR ITEMS		EX	PR
Approx. Index Line			
Approx. Intermediate Line			
Index Contour			
Intermediate Contour			
Illinois Department of Transportation PASSEDJanuary 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVEDJanuary 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97			
NON-HIGHWAY IMPROVEMENT ITEMS		EX	PR
Noise Attn./Levee			
Field Line			
Fence			
Base of Levee			
Mailbox			
Multiple Mailboxes			
Pay Telephone			
Advertising Sign			
ITS* Camera			
Wind Turbine			
Cellular Tower			
*Intelligent Transportation Systems			
LANDSCAPING ITEMS		EX	PR
Contour Mounding Line			
Fence			
Fence Post			
Shrubs			
Mowline			
Perennial Plants			
Seeding Class 2			
Seeding Class 2A			
Seeding Class 4			
Seeding Class 4 & 5 Combined			
EXISTING LANDSCAPING ITEMS (contd.)		EX	PR
Seeding Class 5			
Seeding Class 7			
Seedlings Type 1			
Seedlings Type 2			
Sodding			
Mowstake w/Sign			
Tree Trunk Protection			
Evergreen Tree			
Shade Tree			
LIGHTING		EX	PR
Duct			
Conduit			
Electrical Aerial Cable			
Electrical Buried Cable			
Controller			
Underpass Luminaire			
Power Pole			
		STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 3 of 9)	
		STANDARD 000001-08	

LIGHTING (contd.)			PAVEMENT MARKINGS		
	EX	PR		EX	PR
Pull Point			Handicap Symbol		
Handhole			RR Crossing		
Heavy Duty Handhole			Raised Marker Amber 1 Way		
Junction Box			Raised Marker Amber 2 Way		
Light Unit Comb.			Raised Marker Crystal 1 Way		
Electrical Ground			Two Way Turn Left		
Traffic Flow Arrow			Shoulder Diag. Pattern		
High Mast Pole (Half Size)			Skip-Dash White		
Light Unit-1			Skip-Dash Yellow		
PAVEMENT (MISC.)			Stop Line		
Keyed Long. Joint			Solid Line		
Keyed Long. Joint w/Tie Bars			Double Centerline		
Sawed Long. Joint w/Tie Bars			Dotted Lines		
Bituminous Shoulder					
Bituminous Taper					
Stabilized Driveway					
Widening					
 Illinois Department of Transportation PASSED January 1, 2021  ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021  ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97			STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 4 of 9) STANDARD 000001-08		

PAVEMENT MARKINGS
(contd.)

EX

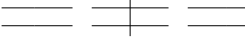
PR

RAILROAD ITEMS

EX

PR

Abandoned Railroad



Railroad



Railroad Point



Control Box



Crossing Gate



Flashing Signal



Railroad Cant. Mast Arm



Crossbuck

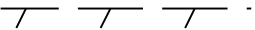


REMOVAL ITEMS

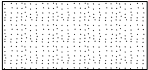
EX

PR

Removal Tic



Bituminous Removal



Hatch Pattern



Tree Removal Single



RIGHT OF WAY ITEMS

EX

PR

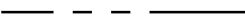
Future ROW Corner Monument



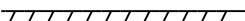
ROW Marker



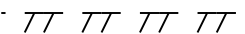
ROW Line



Easement



Temporary Easement



STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS

(Sheet 5 of 9)

STANDARD 000001-08

CL 2Ln 2Way
RRPM 12.2 m (40') o.c.



CL 2Ln 2Way
RRPM 80' (24.4 m) o.c.



CL Multilane Div.
RRPM 40' (12.2 m) o.c.



CL Multilane Div.
RRPM 80' (24.4 m) o.c.



CL Multilane Div. Dbl.
RRPM 80' (24.4 m) o.c.



CL Multilane Undiv.



Two Way Turn Left Line



Urban Combination Left



Urban Combination Right



Urban Left Turn Arrow



Urban Right Turn Arrow



Urban Left Turn Only



ONLY



Urban Right Turn Only



ONLY



Urban Thru Only



ONLY



Illinois Department of Transportation

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ENGINEER OF DESIGN AND ENVIRONMENT

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Urban LT & RT Turn Arrow



Urban Thru Arrow



PAVEMENT MARKINGS
(contd.)

EX

PR

Urban U-Turn

Urban Combined U-Turn

Rural Combination Left

Rural Combination Right

Rural Left Turn Arrow

Rural Right Turn Arrow

Rural Left Turn Only

Rural Right Turn Only

Rural Thru Only

Rural Thru Arrow

Rural Lt & Rt Turn Arrow

Bike Lane Symbol

Bike Lane Text

Bike Path Shared

Bike Shared Roadway

Lane Drop Symbol



ONLY ONLY ONLY



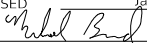
STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS

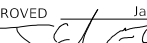
(Sheet 6 of 9)

STANDARD 000001-08



Illinois Department of Transportation

PASSED January 1, 2021

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021

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Wrong Way Arrow

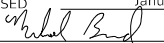
RIGHT OF WAY ITEMS
(contd.)

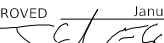
	EX	PR
Access Control Line		
Access Control Line & ROW		
Access Control Line & ROW with Fence		
Excess ROW Line		

ROADWAY PLAN
ITEMS

	EX	PR
Cable Barrier		
Concrete Barrier		
Edge of Pavement		
Bit Shoulders, Medians and C&G Line		
Aggregate Shoulder		
Sidewalks, Driveways		
Guardrail		
Guardrail Post		
Traffic Sign		
Corrugated Median		
Impact Attenuator		
North Arrow with District Office (Half Size)		
Match Line		
Slope Limit Line		
Typical Cross-Section Line		

 Illinois Department of Transportation

PASSED January 1, 2021

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2021

ENGINEER OF DESIGN AND ENVIRONMENT

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ROADWAY PROFILES

	EX	PR
P.I. Indicator		
Point Indicator		
Earthworks Balance Point		
Begin Point		
Vert. Curve Data	VPI = ELEV = L = E =	VPI = ELEV = L = E =
Ditch Profile Left Side		
Ditch Profile Right Side		
Roadway Profile Line		
Storm Sewer Profile Left Side		
Storm Sewer Profile Right Side		

SIGNING ITEMS

	EX	PR
Cone, Drum or Barricade		
Barricade Type II		
Barricade Type III		
Barricade With Edge Line		
Flashing Light Sign		
Panels I		
Panels II		
Direction of Traffic		
Sign Flag (Half Size)		

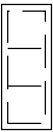
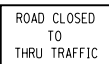
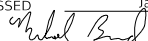
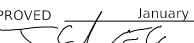
SIGNING ITEMS
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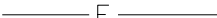
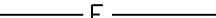
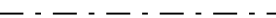
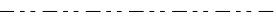
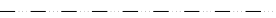
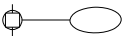
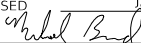
	EX	PR
Reverse Left W1-4L (Half Size)		
Reverse Right W1-4R (Half Size)		
Two Way Traffic Sign W6-3 (Half Size)		
Detour Ahead W20-2(O) (Half Size)		
Left Lane Closed Ahead W20-5L(O) (Half Size)		
Right Lane Closed Ahead W20-5R(O) (Half Size)		
Road Closed Ahead W20-3(O) (Half Size)		
Road Construction Ahead W20-1(O) (Half Size)		
Single Lane Ahead (Half Size)		
Transition Left W4-2L (Half Size)		
Transition Right W4-2R (Half Size)		

STANDARD SYMBOLS,
ABBREVIATIONS
AND PATTERNS

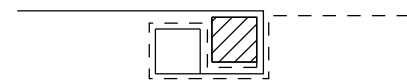
(Sheet 7 of 9)

STANDARD 000001-08

SIGNING ITEMS (contd.)		EX	PR	STRUCTURES ITEMS		EX	PR	TRAFFIC SHEET ITEMS		EX	PR
One Way Arrow Lrg. W1-6-(O) (Half Size)				Box Culvert Barrel				Cable Number			
Two Way Arrow Large W1-7-(O) (Half Size)				Box Culvert Headwall				Left Turn Green			
Detour M4-10L-(O) (Half Size)				Bridge Pier				Left Turn Yellow			
Detour M4-10R-(O) (Half Size)				Bridge				Signal Backplate			
One Way Left R6-1L (Half Size)				Retaining Wall				Signal Section 8" (200 mm)			
One Way Right R6-1R (Half Size)				Temporary Sheet Piling				Signal Section 12" (300 mm)			
Left Turn Lane R3-I100L (Half Size)								Walk/Don't Walk Letters			
Keep Left R4-7AL (Half Size)								Walk/Don't Walk Symbols			
Keep Left R4-7BL (Half Size)											
Keep Right R4-7AR (Half Size)											
Keep Right R4-7BR (Half Size)											
Stop Here On Red R10-6-AL (Half Size)											
Stop Here On Red R10-6-AR (Half Size)											
No Left Turn R3-2 (Half Size)											
No Right Turn R3-1 (Half Size)											
Road Closed R11-2 (Half Size)											
Road Closed Thru Traffic R11-2 (Half Size)											
 Illinois Department of Transportation PASSEDJanuary 1, 2021  ENGINEER OF POLICY AND PROCEDURES APPROVEDJanuary 1, 2021  ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97				STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 8 of 9) STANDARD 000001-08							

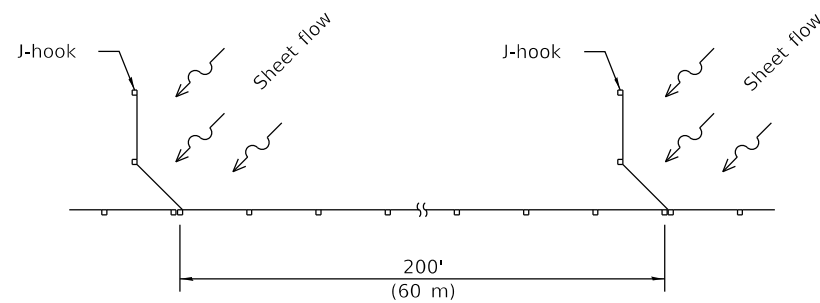
TRAFFIC SIGNAL ITEMS (contd.)			UNDERGROUND UTILITY ITEMS			UTILITY ITEMS (contd.)		
	EX	PR		EX	PR		EX	PR
Detector Raceway			Cable TV			Traffic Signal		
Aluminum Mast Arm			Electric Cable			Traffic Signal Control Box		
Steel Mast Arm			Fiber Optic			Water Meter		
Veh. Detector Magnetic			Gas Pipe			Water Meter Valve Box		
Conduit Splice			Oil Pipe			Profile Line		
Controller			Sanitary Sewer			Aerial Power Line		
Gulfbox Junction			Telephone Cable			VEGETATION ITEMS		
Wood Pole			Water Pipe				EX	PR
Temp. Signal Head			UTILITIES ITEMS			Deciduous Tree		
Handhole			Controller			Bush or Shrub		
Double Handhole			Double Handhole			Evergreen Tree		
Heavy Duty Handhole			Fire Hydrant			Stump		
Junction Box			GuyWire or Deadman Anchor			Orchard/Nursery Line		
Ped. Pushbutton Detector			Handhole			Vegetation Line		
Ped. Signal Head			Heavy Duty Handhole			Woods & Bush Line		
Power Pole Service			Junction Box			WATER FEATURE ITEMS		
Priority Veh. Detector			Light Pole				EX	PR
Signal Head			Manhole			Stream or Drainage Ditch		
Signal Head w/Backplate			Monitoring Well (Gasoline)			Waters Edge		
Signal Post			Pipeline Warning Sign			Water Surface Indicator		
Closed Circuit TV			Power Pole			Water Point		
Video Detector System			Power Pole with Light			Disappearing Ditch		
			Sanitary Sewer Cleanout			Marsh		
			Splice Box Above Ground			Marsh/Swamp Boundary		
			Telephone Splice Box Above Ground			STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 9 of 9)		
			Telephone Pole					
 Illinois Department of Transportation PASSED January 1, 2021  ENGINEER OF POLICY AND PROCEDURES APPROVED January 1, 2021  ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97						STANDARD 000001-08		

Place end-post (stake) of first silt fence adjacent to end-post (stake) of second silt fence with fabric positioned as shown.

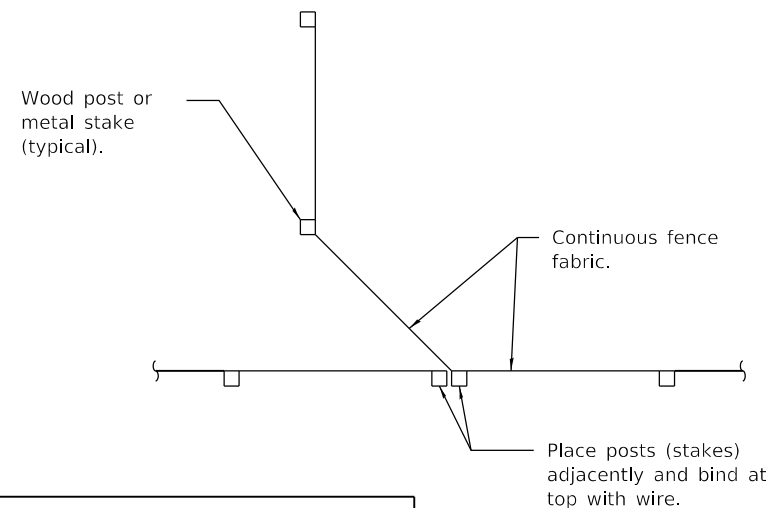


Rotate posts (stakes) together 180° clockwise
and drive both posts (stakes) 18 (450) into ground.

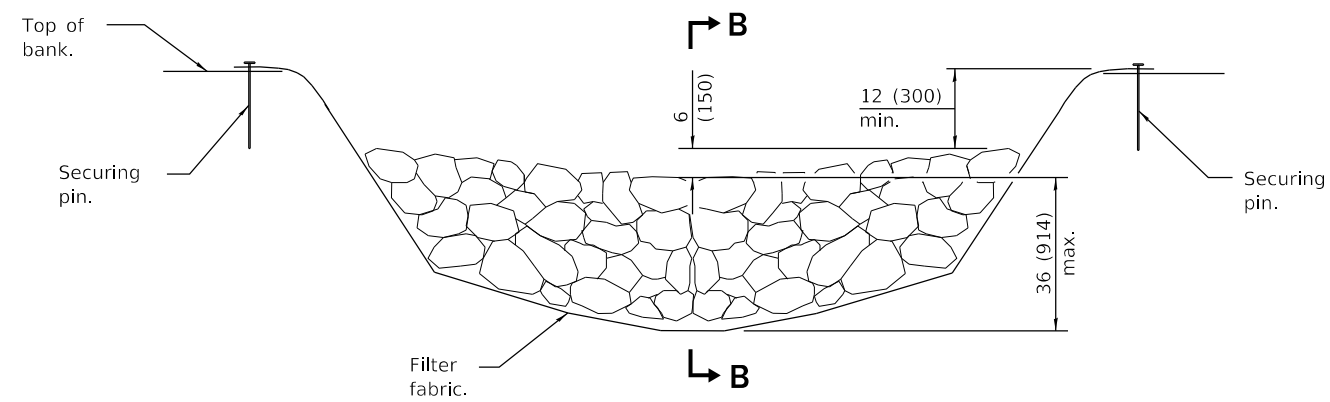
(Not applicable for J-hooks)



SILT FILTER J-HOOK PLACEMENT

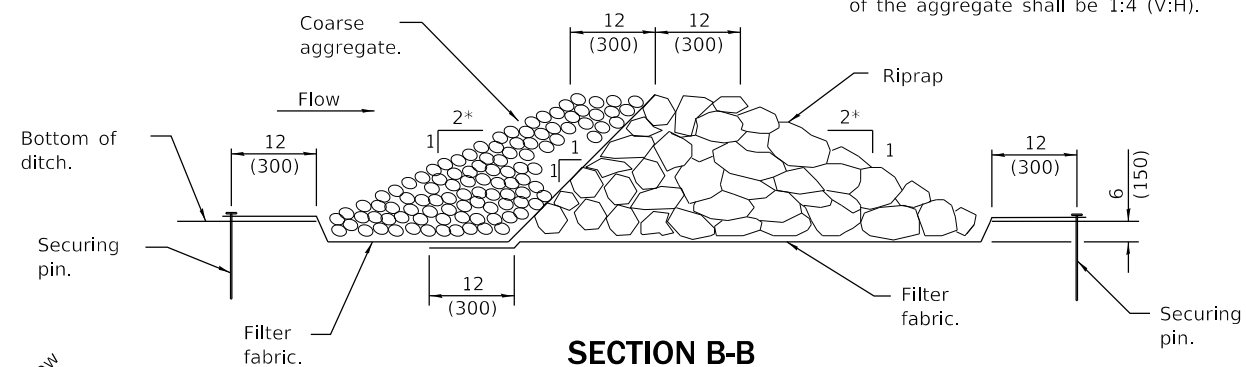


J-HOOK



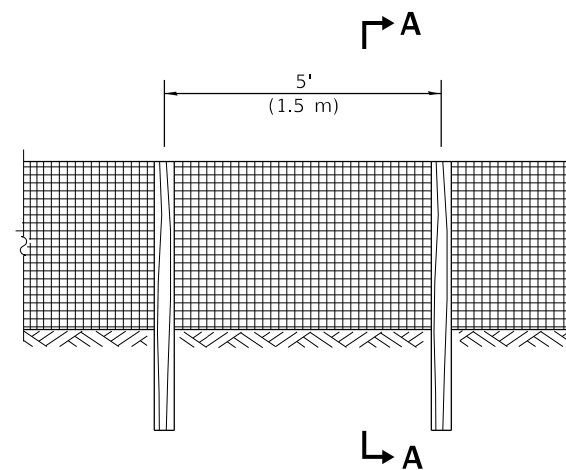
ELEVATION

- * When the ditch check is within the clear zone and the road is open to traffic, the traffic approach slope of the aggregate shall be 1:4 (V:H).



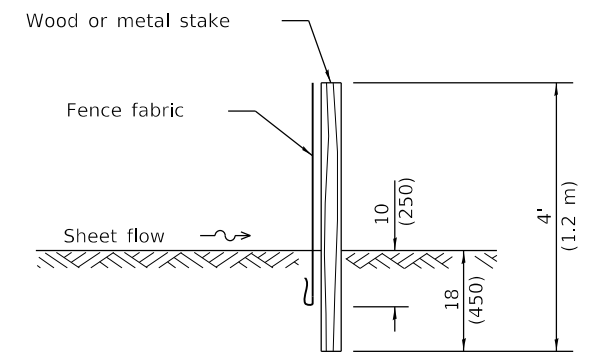
SECTION B-B

AGGREGATE DITCH CHECK

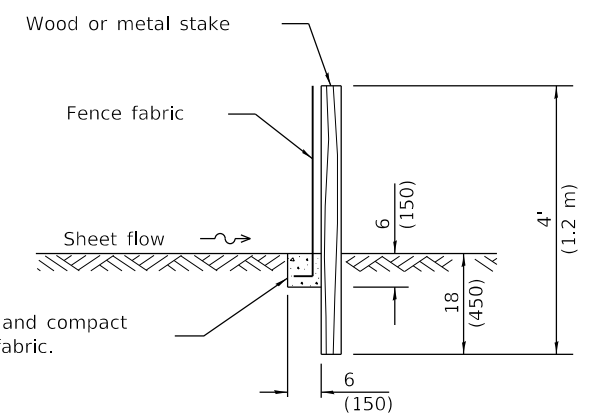


ELEVATION

SILT FILTER FENCE AS A PERIMETER EROSION BARRIER



SLICE METHOD



Excavate, backfill and compact trench to secure fabric.

TRENCH METHOD

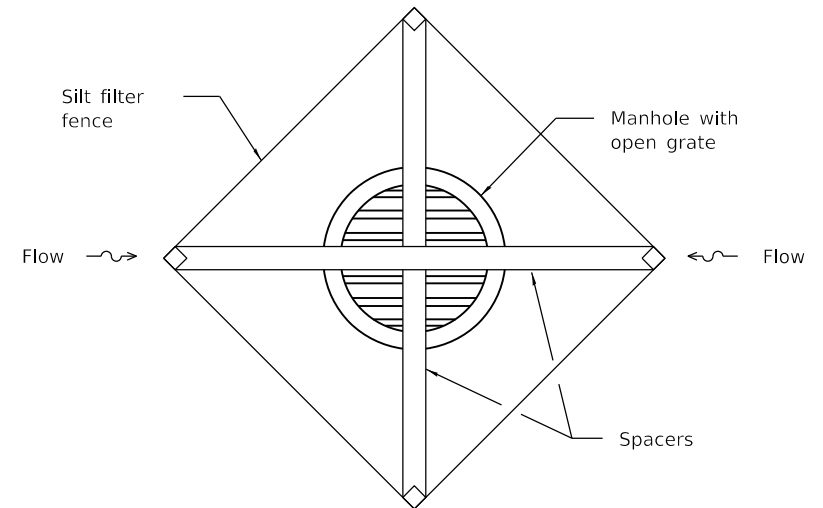
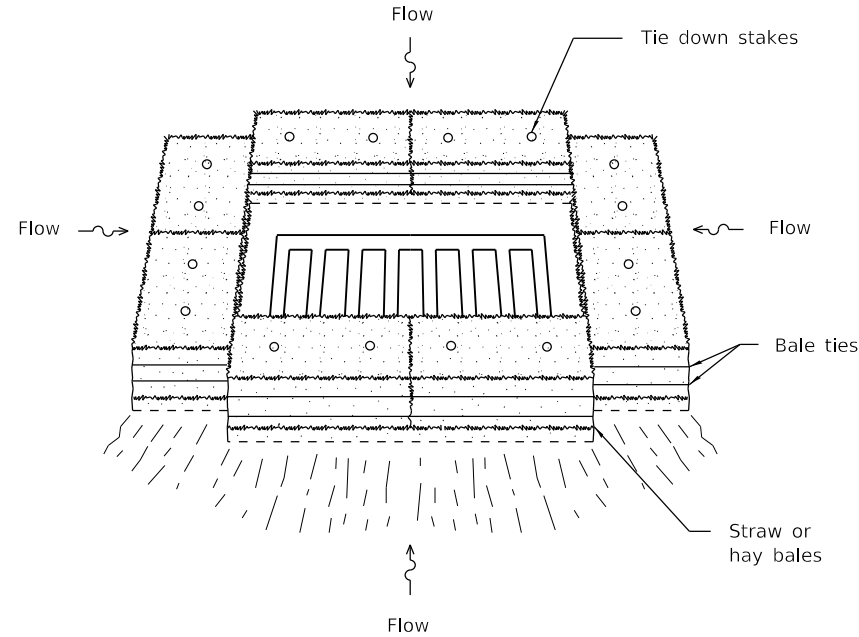
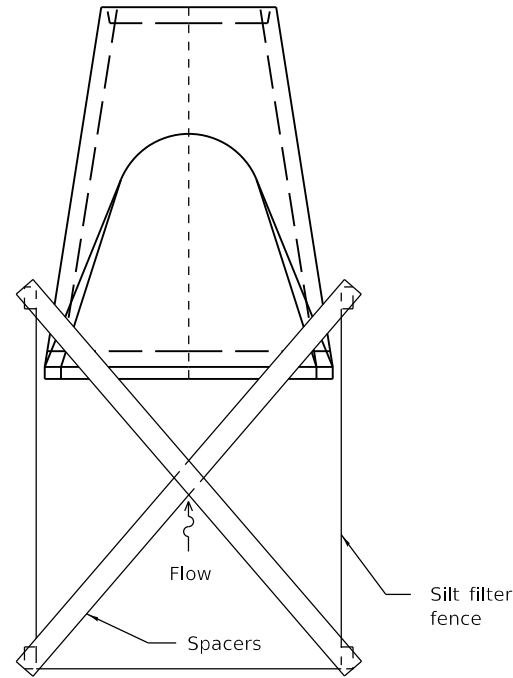
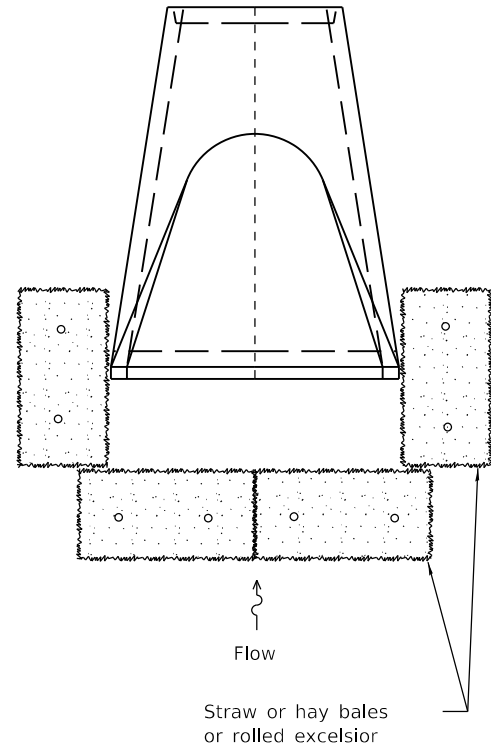
SECTION A-A

GENERAL NOTES

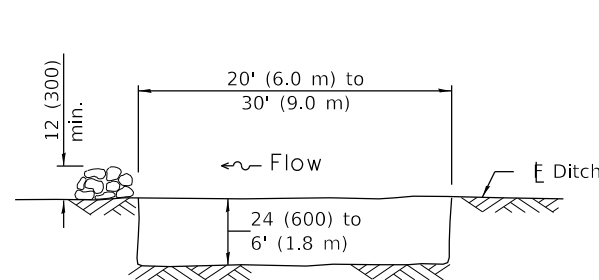
The installation details and dimensions shown for perimeter erosion barriers shall also apply for inlet and pipe protection.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-13	Corrected notation for
	flowline ($\bar{f}_L$) on SEDIMENT
	BASIN ELEVATION.
1-1-12	Omitted hay/straw perimeter
	barrier. Added SLICE METHOD
	to SECTION A-A.

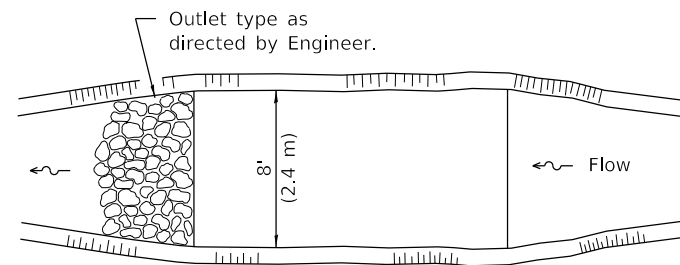


INLET AND PIPE PROTECTION



The performance of the basin will improve if put into a series.

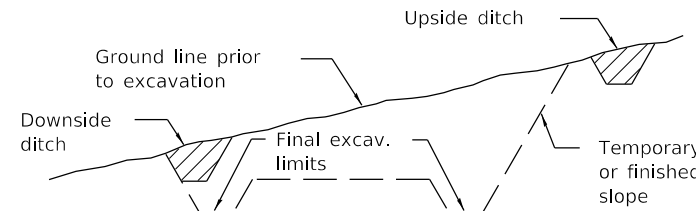
ELEVATION



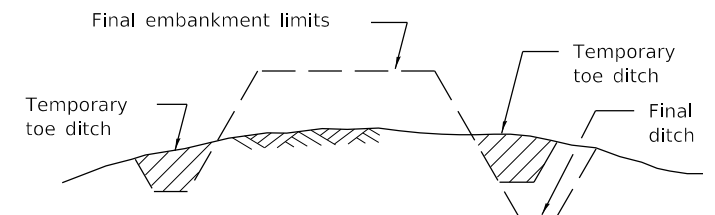
The long dimension should be parallel with the direction of the flow. Accumulated silt shall be removed anytime the basins become 75% filled.

PLAN

SEDIMENT BASIN



TYPICAL CUT CROSS-SECTION



TYPICAL FILL CROSS-SECTION

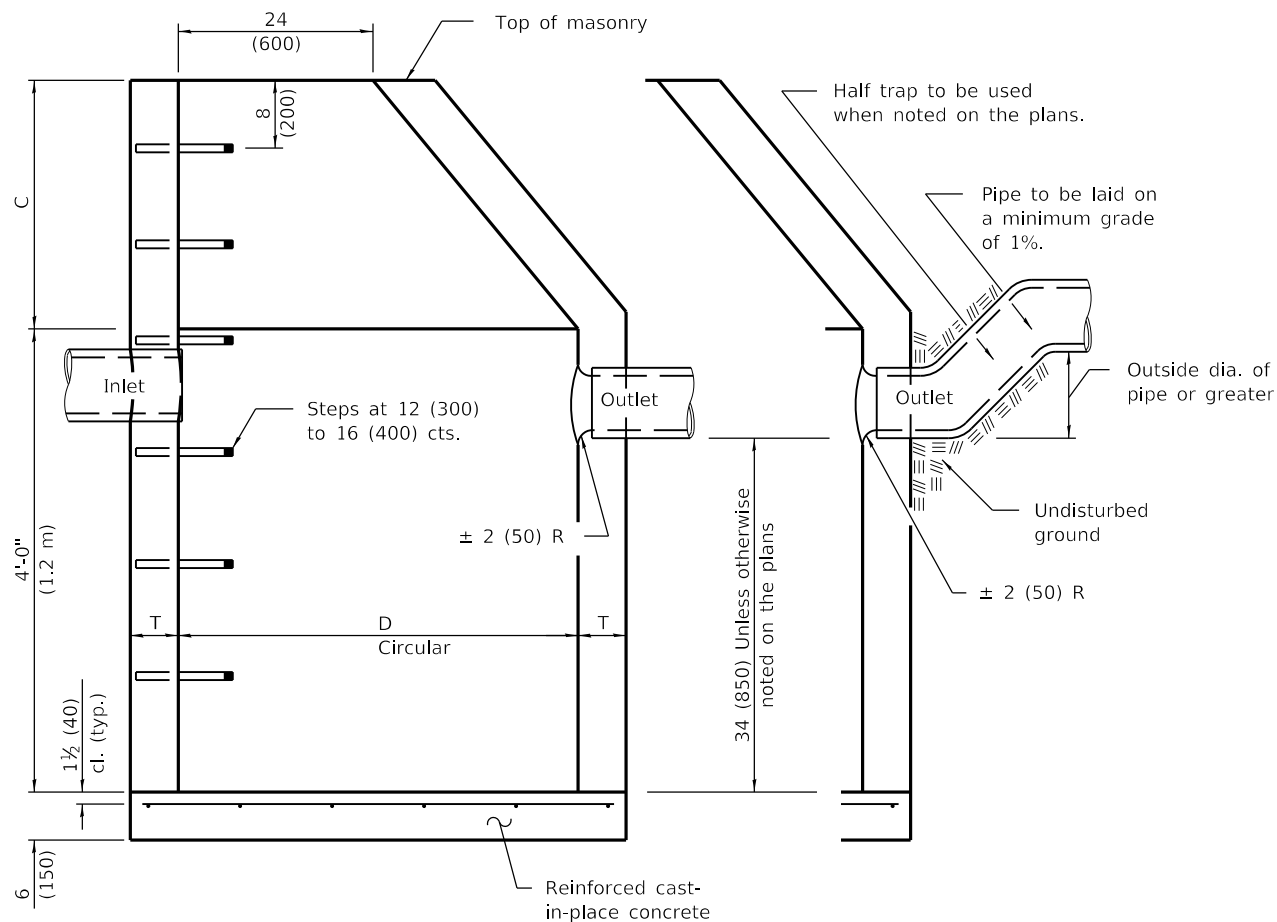
TEMPORARY DITCHES FOR CUT & FILL SECTIONS

Illinois Department of Transportation	
PASSED <u>January 1, 2013</u> ENGINEER OF POLICY AND PROCEDURES	ISSUED 1-1-97
APPROVED <u>January 1, 2013</u> ENGINEER OF DESIGN AND ENVIRONMENT	

TEMPORARY EROSION CONTROL SYSTEMS

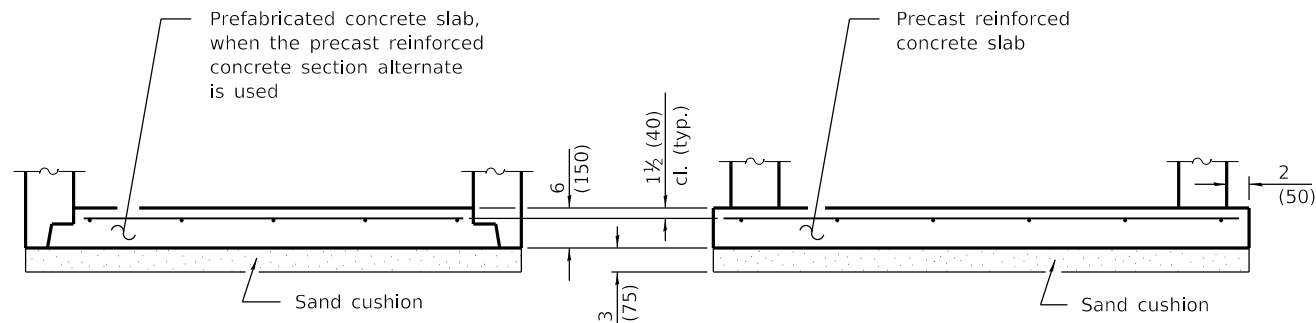
(Sheet 2 of 2)

STANDARD 280001-07



ELEVATION
(Standard Outlet)

ELEVATION
(Half Trap)



ALTERNATE BOTTOM SLAB

ALTERNATE MATERIALS FOR WALLS	D	C*	T (min.)
Concrete Masonry Unit	4'-0" (1.2 m)	30 (750)	5 (125)
	5'-0" (1.5 m)	3'-9" (1.15 m)	5 (125)
Brick Masonry	4'-0" (1.2 m)	30 (750)	8 (200)
	5'-0" (1.5 m)	3'-9" (1.15 m)	8 (200)
Precast Reinforced Concrete Section	4'-0" (1.2 m)	30 (750)	4 (100)
	5'-0" (1.5 m)	3'-9" (1.15 m)	5 (125)
Cast-in-place Concrete	4'-0" (1.2 m)	30 (750)	6 (150)
	5'-0" (1.5 m)	3'-9" (1.15 m)	6 (150)

* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.20 sq. in./ft (420 sq. mm/m) in both directions with a maximum spacing of 12 (300).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

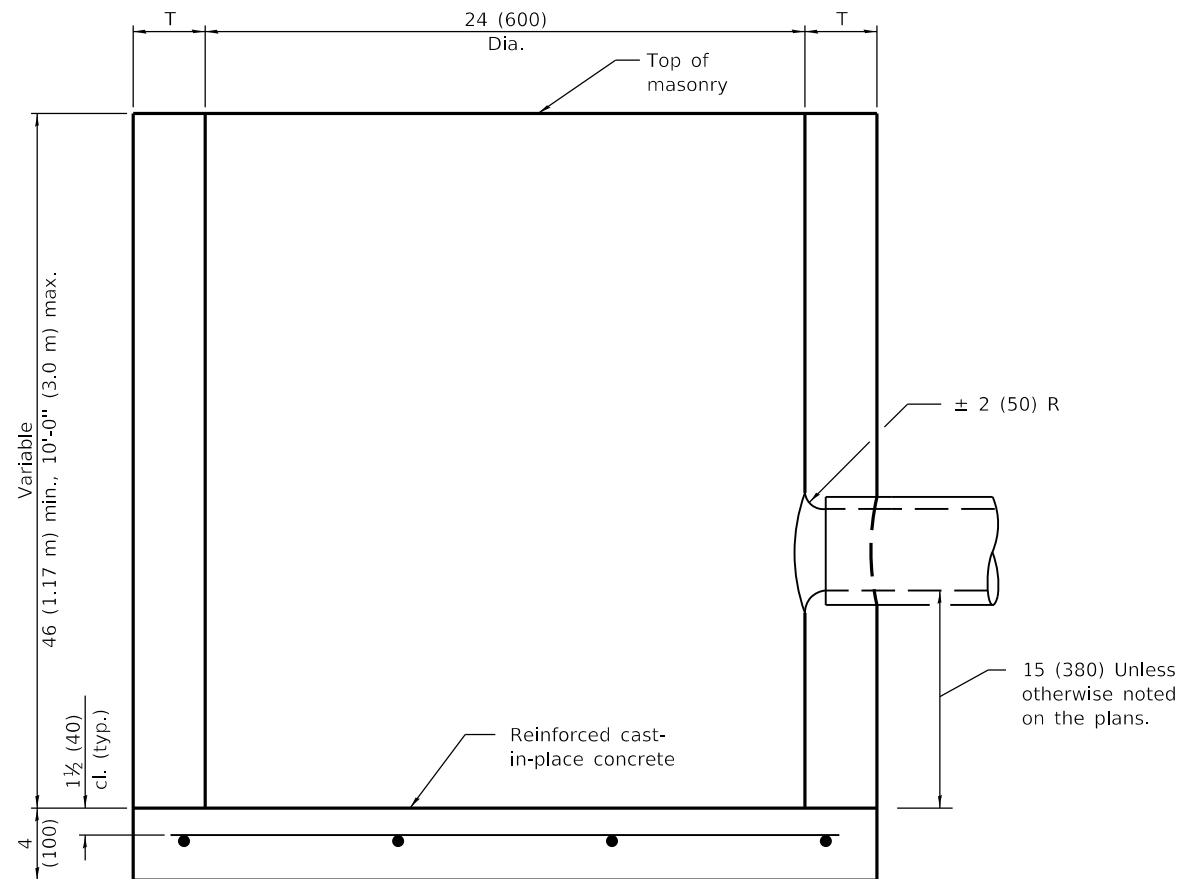
See Standard 602601 for optional precast reinforced concrete flat slab top.

See Standard 602701 for details of steps.

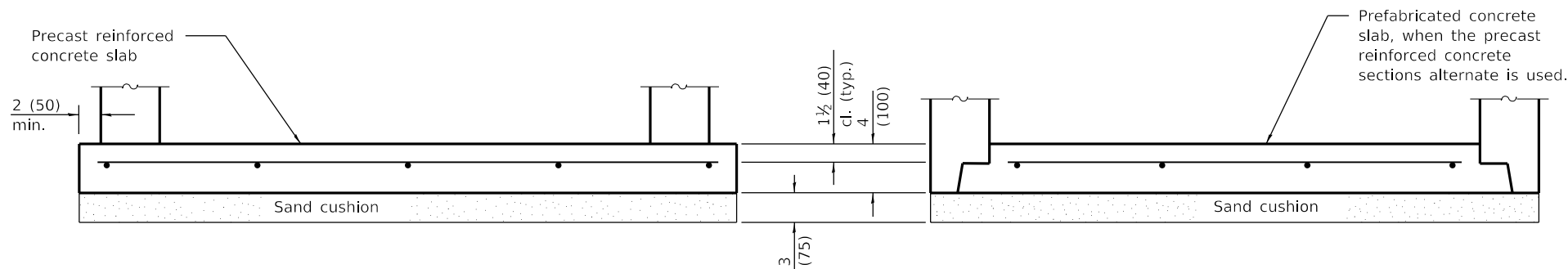
All dimensions are in inches (millimeters) unless otherwise shown.

DATE		REVISIONS	CATCH BASIN TYPE A
1-1-11		Added 'Outside' to half trap	
		note. Detail rein. in slabs.	
		Revised general notes.	
1-1-09		Switched units to	
		English (metric).	STANDARD 602001-02

Illinois Department of Transportation	
PASSED	January 1, 2011
Michael Brand	
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2011
Santosh	
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED	1-1-97



ELEVATION



ALTERNATE BOTTOM SLAB

ALTERNATE MATERIALS FOR WALLS	T (min)
Precast Reinforced Concrete Section	3 (75)
Concrete Masonry Unit	5 (125)
Cast-in-Place Concrete	6 (150)
Brick Masonry	8 (200)

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.27 sq. in./ft. (570 sq. mm/m) in both directions with a maximum spacing of 9 (230).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS	CATCH BASIN TYPE C
1-1-11	Detailed rein. in slabs.	
	Added max. limit to height.	
	Added general notes.	
1-1-09	Switched units to	STANDARD 602011-02
	English (metric).	



Illinois Department of Transportation

PASSED

January 1, 2011

Michael Brand

ENGINEER OF POLICY AND PROCEDURES

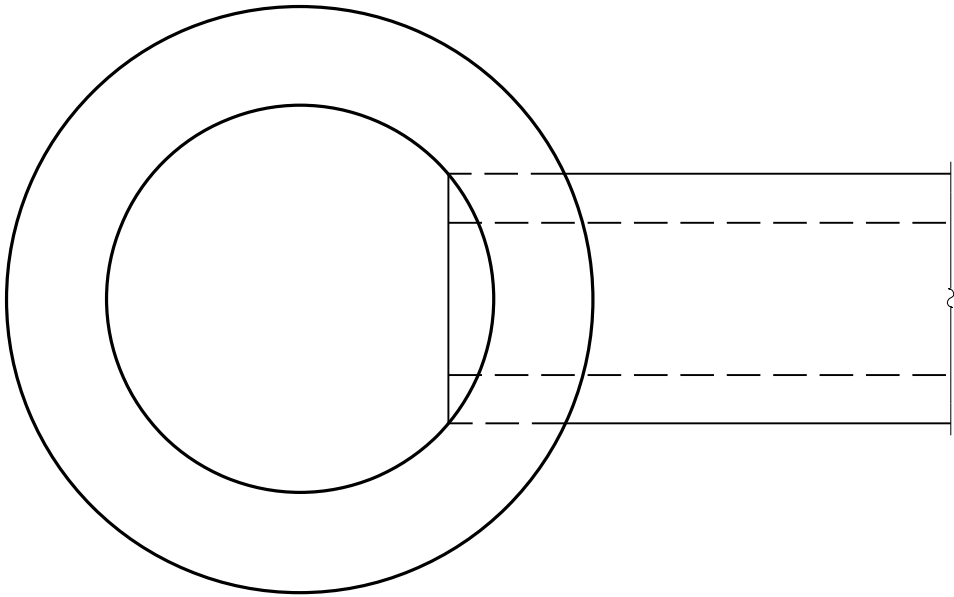
APPROVED

January 1, 2011

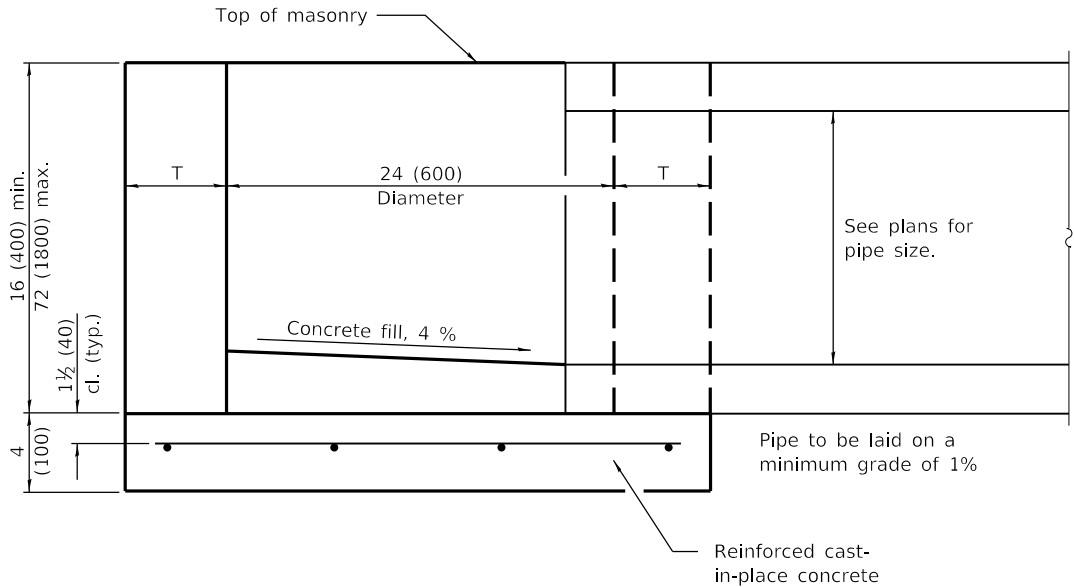
Scott Smith

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

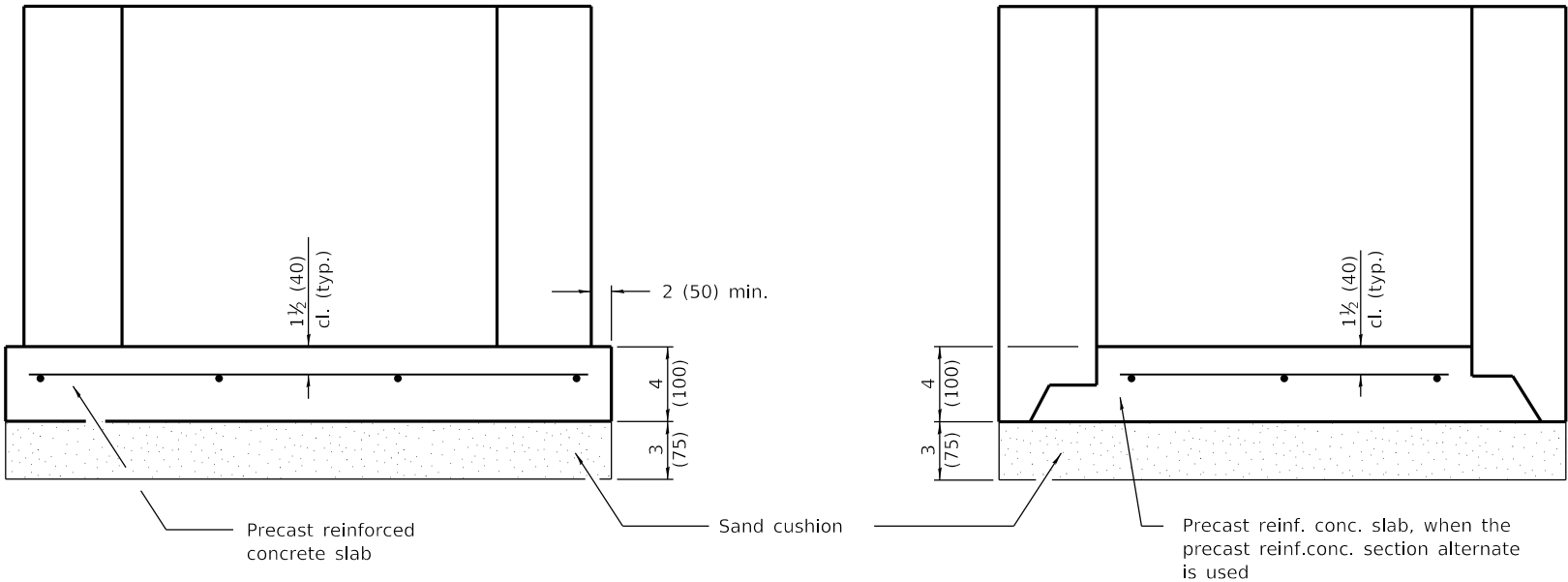


PLAN



ELEVATION

ALTERNATE MATERIALS FOR WALLS	T
BRICK MASONRY	8 (200)
CAST-IN-PLACE CONCRETE	6 (150)
CONCRETE MASONRY UNIT	5 (125)
PRECAST REINFORCED CONCRETE SECTION	3 (75)



ALTERNATE METHODS

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.24 sq. in./ft. (510 sq. mm/m) in both directions with a maximum spacing of 10 (250).

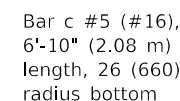
Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

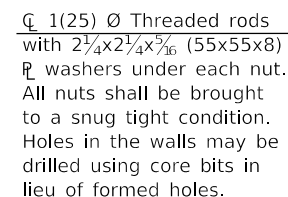
DATE	REVISIONS
1-1-14	Increased height to
	72 (1800) maximum.
1-1-11	Detailed rein. in slabs.
	Added max. limit to height.
	Added general notes.

INLET - TYPE A

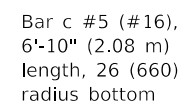
STANDARD 602301-04



(Showing layout of reinforcement bars and c bars)

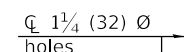


JOINT SPLICE



#5 (#16) bars bottom. Bundle first bar with closest WWR bar to the opening and place second bar ± 3 (75) away.

(Showing layout of welded wire reinforcement and c bars)



CONNECTION ANGLE



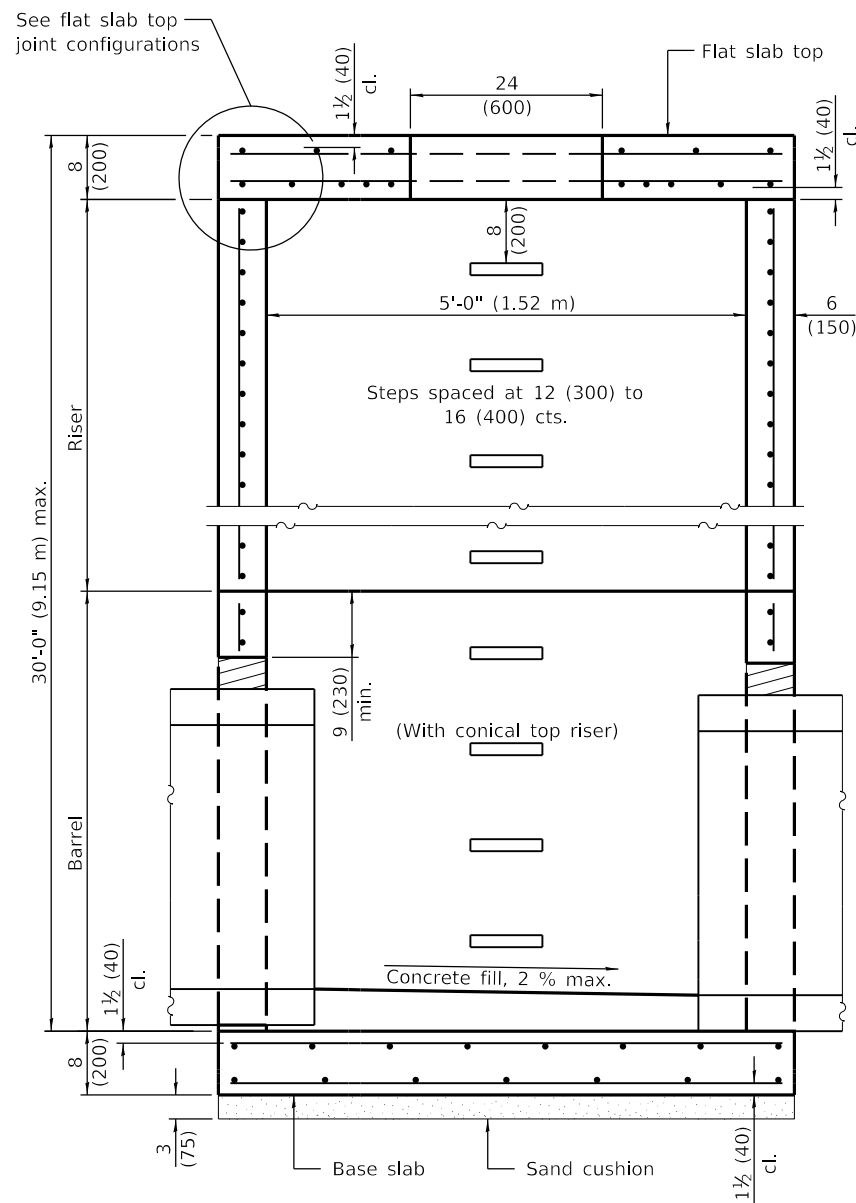
TIE PLATE

Location	WWR (each direction)		Rebar		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Bottom Mat	** 0.62 sq. in./ft. (1312 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#5 (#16)

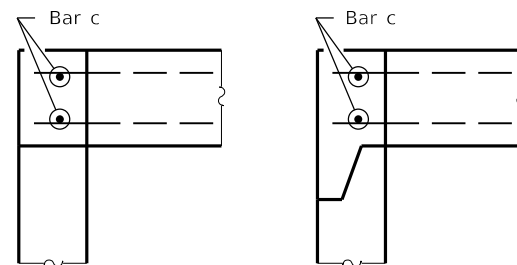
** Only one layer of WWR permitted to avoid congestion.

Location	Orientation	WWR or Rebar	
		A ₅ (min.)	Spacing (max.)
Riser	Circumferential	0.12 sq. in./ft. (254 sq. mm/m)	6 (150)
	Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)
Barrel	Circumferential	0.12 sq. in./ft. (254 sq. mm/m)	6 (150)
	Vertical	0.16 sq. in./ft. (339 sq. mm/m)	4 (100)

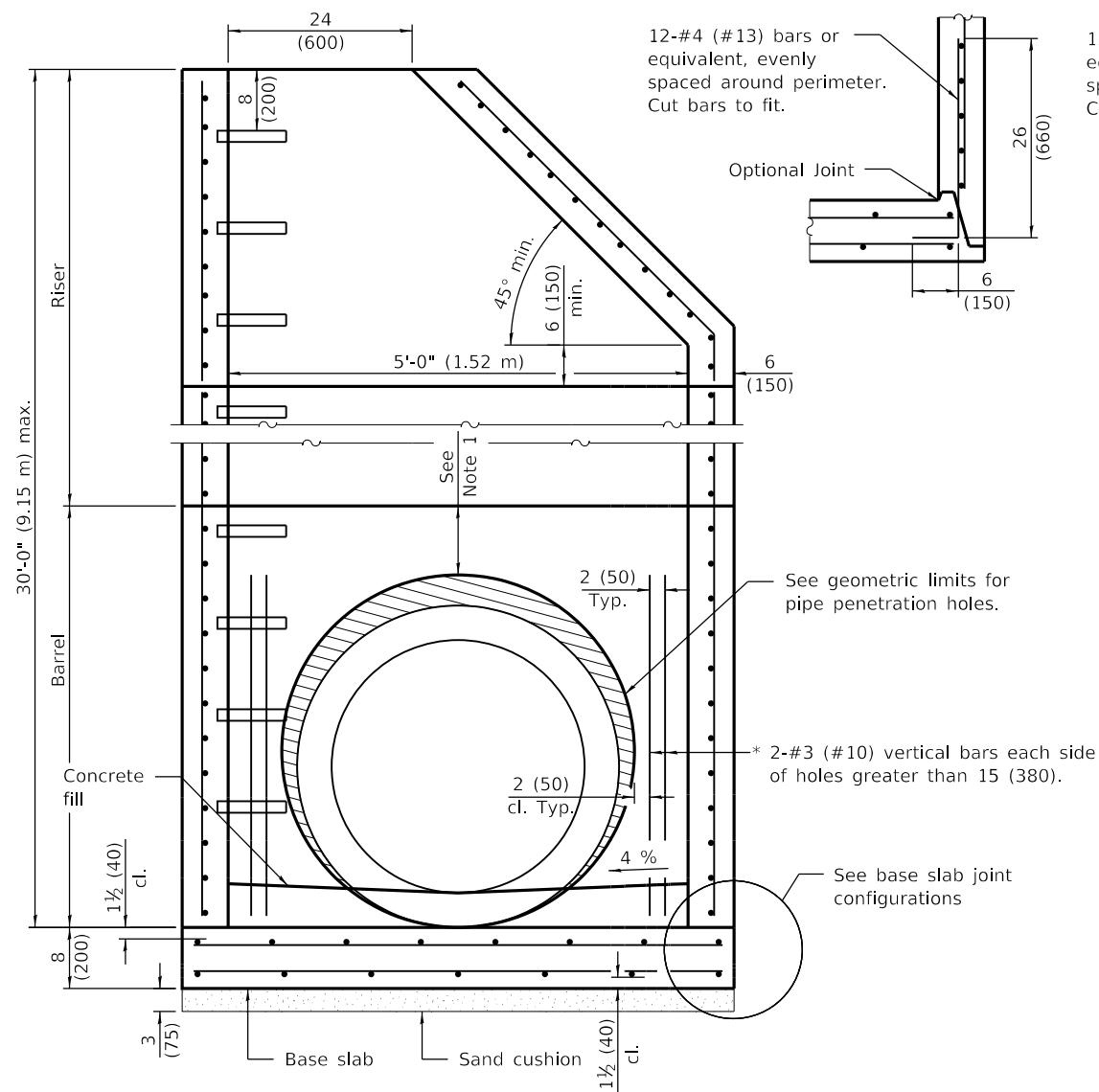
Location	Total Height	WWR or Rebar (each direction)	
		A _s (min.)	Spacing (max.)
Top Mat	≤ 20 ft. (6.10 m)	0.24 sq. in./ft. (508 sq. mm/m)	10 (250)
	> 20 ft. (6.10 m)	0.24 sq. in./ft. (508 sq. mm/m)	10 (250)



SECTION PARALLEL TO PIPE
(Without conical top riser)



FLAT SLAB TOP JOINT CONFIGURATIONS
(Shown at access hole)

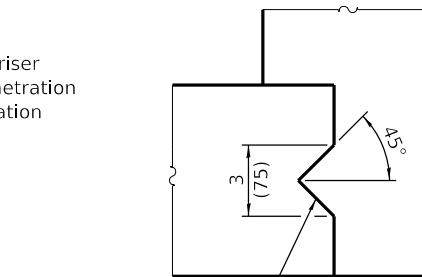


SECTION PERPENDICULAR TO PIPE
(With conical top riser)

* As an alternate, the barrel wall reinforcement may be reduced to riser wall reinforcement with #3 (#10) bars placed around the pipe penetration holes as shown. This option may be utilized when the pipe penetration holes are formed as opposed to cored.

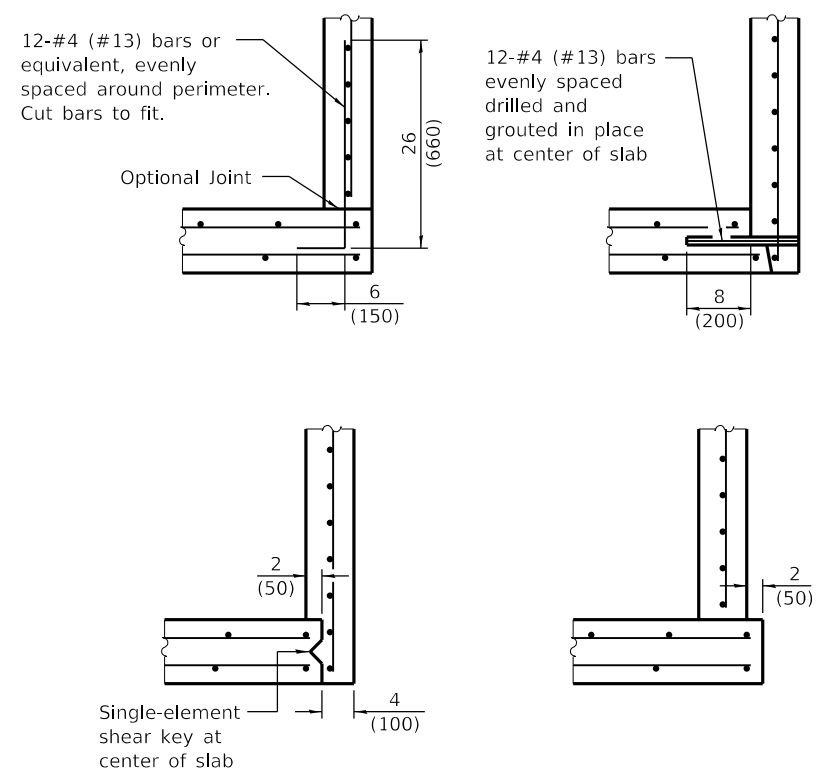
GEOMETRIC LIMITS FOR PIPE PENETRATION HOLES

- Note 1: A minimum of 9 (230) of monolithic reinforced concrete shall be maintained above pipe penetration holes > 32 (810).
- Note 2: A minimum 12 (300) inside arc length of reinforced concrete shall be maintained between pipe penetration holes > 15 (380).
- Note 3: A maximum of 60 percent of the inside perimeter of the reinforced concrete manhole walls may be removed.
- Note 4: Horizontal joints that intersect pipe penetration holes > 15 (380) shall have one joint splice for every location around the perimeter of the joint where the inside arc length between pipe penetration holes is < 24 (600). See joint splice detail.
- Note 5: The recommended pipe penetration hole is equal to the O.D. of the pipe plus 4 (100).
- Note 6: Only pipe penetration holes ≤ 15 (380) are allowed in riser sections.



Single-element
shear key at
center of slab

SHEAR KEY GEOMETRY
(Reinforcement not shown for clarity)



BASE SLAB JOINT CONFIGURATIONS

GENERAL NOTES

The manufacturer shall ensure that all precast manhole sections are additionally reinforced where required to resist damage from handling, shipping and installation stresses.

Lifting holes shall be located in the sections as per the manufacturer's recommendations.

See Standard 602701 for details of manhole steps.

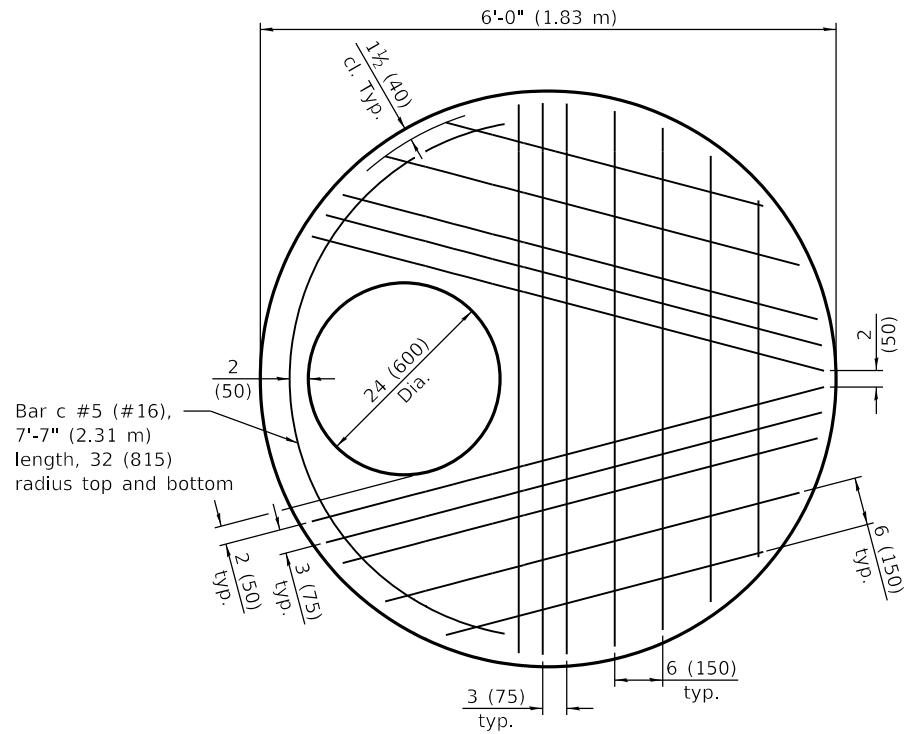
All dimensions are in inches (millimeters) unless otherwise noted.

DATE	REVISIONS
1-1-21	Revised Note 1 and lifting hole general note.
3-1-19	Moved wall reinforcement from inside face to middle.

PRECAST MANHOLE TYPE A
5' (1.52 m) DIAMETER

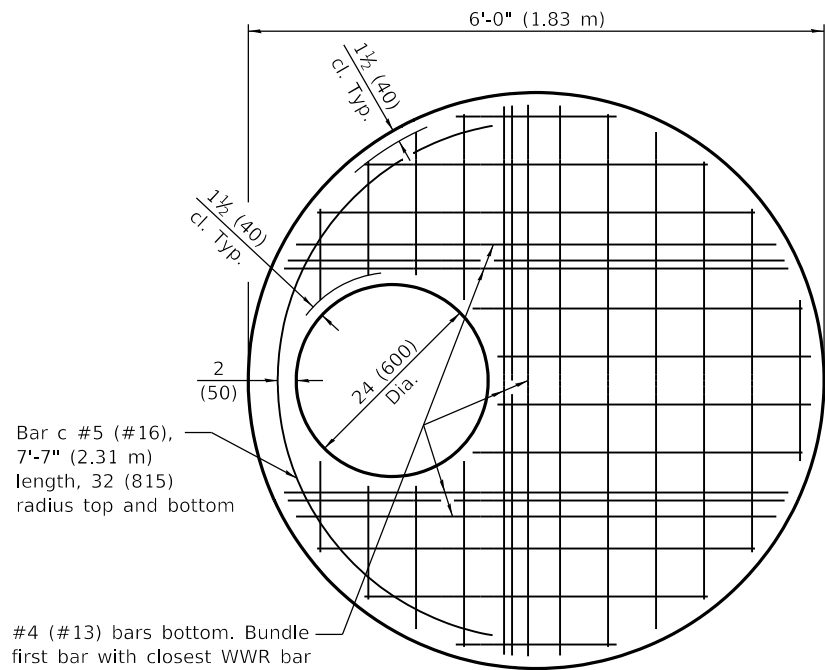
(Sheet 1 of 2)

STANDARD 602402-03



PLAN - FLAT SLAB TOP

(Showing layout of bottom reinforcement bars and c bars)



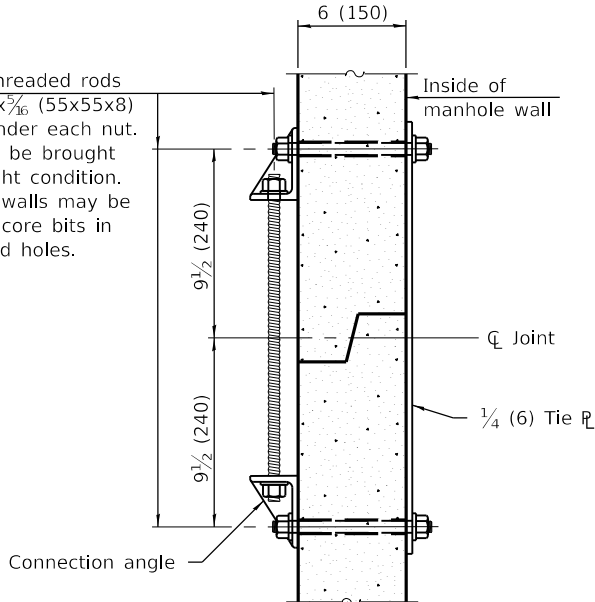
Bar c #5 (#16),
7'-7" (2.31 m)
length, 32 (815)
radius top and bottom

#4 (#13) bars bottom. Bundle
first bar with closest WWR bar
to the opening and place
second bar ± 3 (75) away.

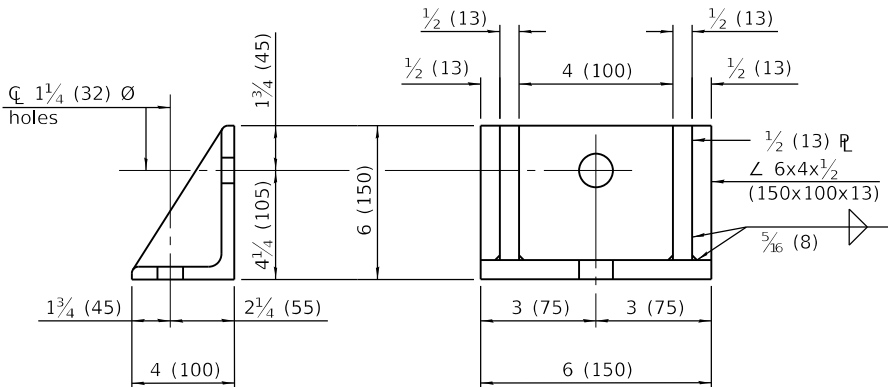
PLAN - FLAT SLAB TOP

(Showing layout of welded wire reinforcement and c bars)

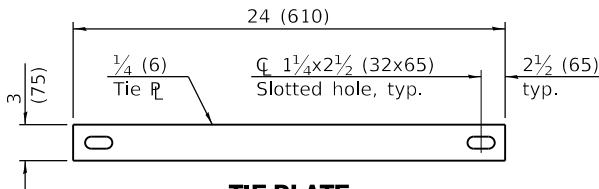
$\varnothing$ 1(25) $\varnothing$ Threaded rods
with $2\frac{1}{4} \times 2\frac{1}{4} \times \frac{5}{16}$ (55x55x8)
washers under each nut.
All nuts shall be brought
to a snug tight condition.
Holes in the walls may be
drilled using core bits in
lieu of formed holes.



JOINT SPLICE



CONNECTION ANGLE



TIE PLATE

FLAT SLAB TOP REINFORCEMENT

Location	WWR (each direction)		Rebar (each direction except as noted)		
	A_s (min.)	Spacing (max.)	A_s (min.)	Spacing (max.)	Bar Size
Top Mat	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	#3 or #4 (#10) (#13)
Bottom Mat	** 0.40 sq. in./ft. (847 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		

** Only one layer of WWR permitted to avoid congestion.

WALL REINFORCEMENT

Location	Orientation	WWR or Rebar	
		A_s (min.)	Spacing (max.)
Riser	Circumferential	0.15 sq. in./ft. (318 sq. mm/m)	6 (150)
	Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)
Barrel	Circumferential	0.15 sq. in./ft. (318 sq. mm/m)	6 (150)
	Vertical	0.16 sq. in./ft. (339 sq. mm/m)	4 (100)

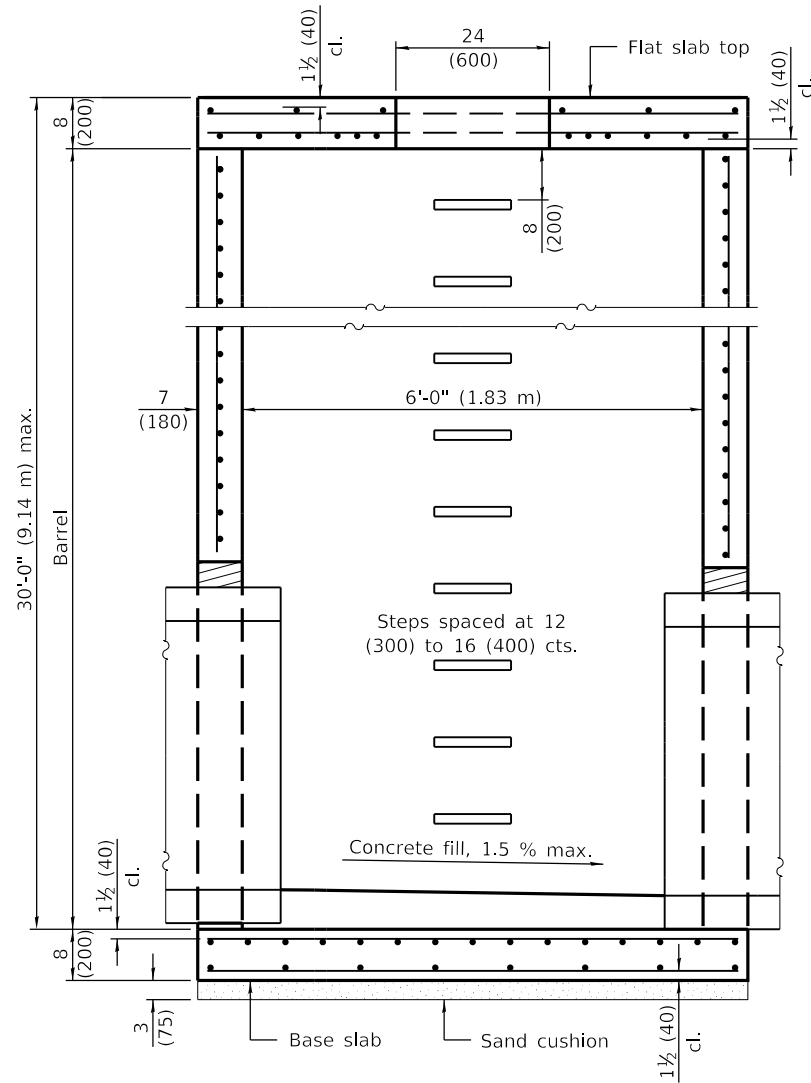
BASE SLAB REINFORCEMENT

Location	Total Height	WWR or Rebar (each direction)	
		A_s (min.)	Spacing (max.)
Top Mat	≤ 20 ft. (6.10 m)	0.24 sq. in./ft. (508 sq. mm/m)	10 (250)
	> 20 ft. (6.10 m)	0.28 sq. in./ft. (593 sq. mm/m)	8 (200)
Bottom Mat	All	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)

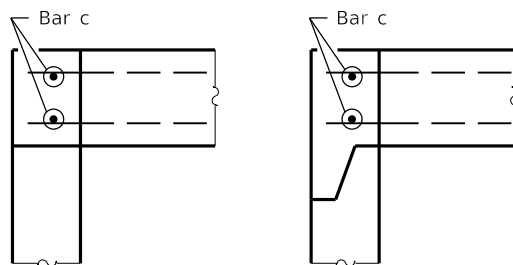
PRECAST MANHOLE TYPE A 5' (1.52 m) DIAMETER

(Sheet 2 of 2)

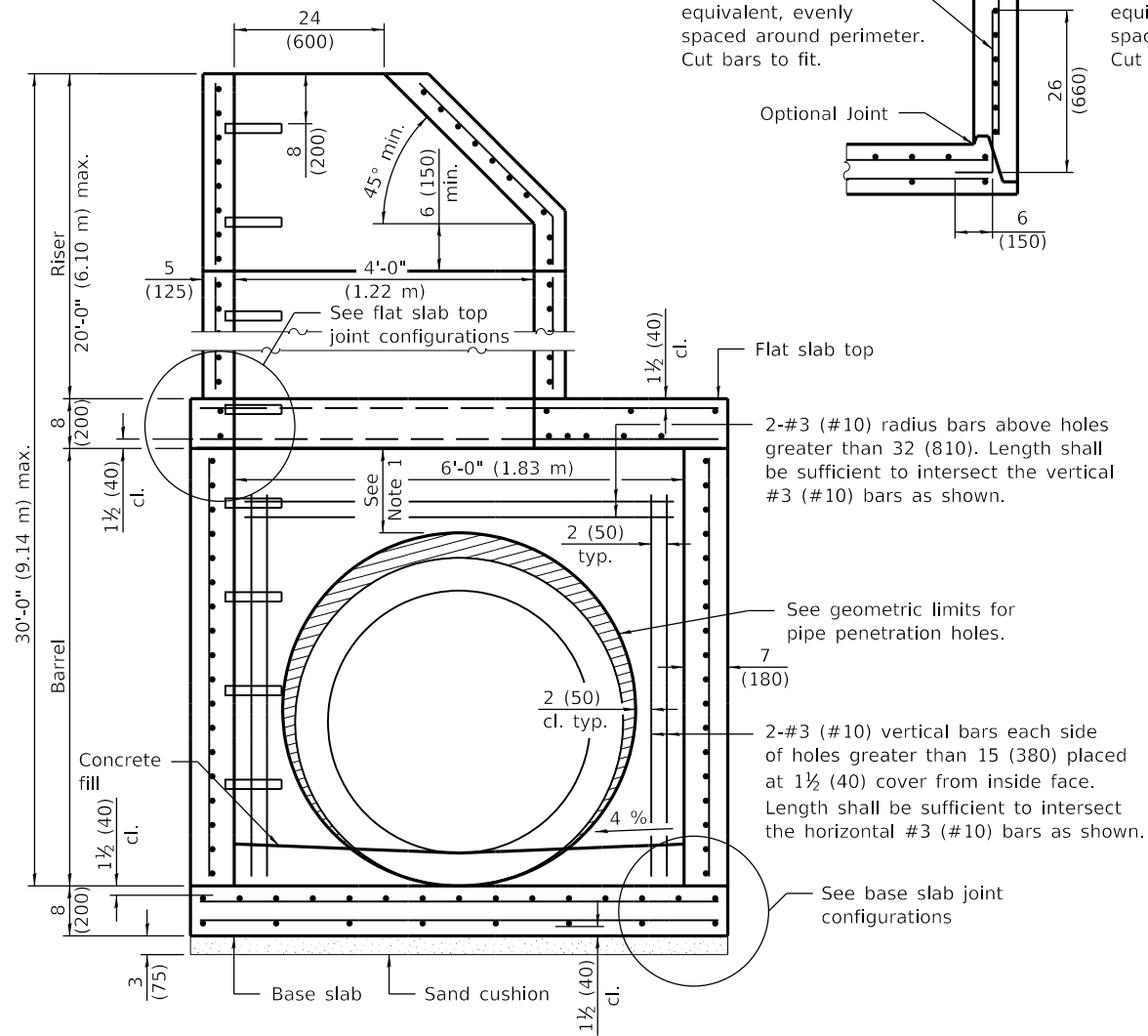
STANDARD 602402-03



SECTION PARALLEL TO PIPE
(Without conical top riser)



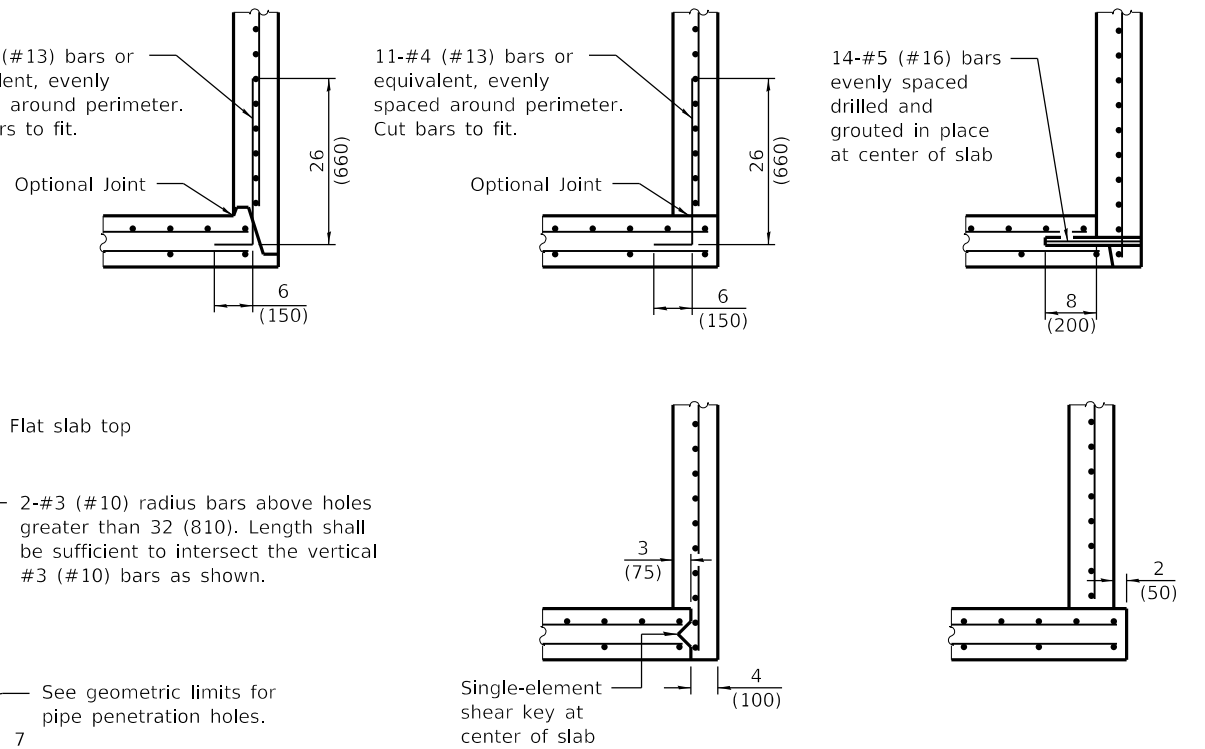
FLAT SLAB TOP JOINT CONFIGURATIONS
(Shown at access hole)



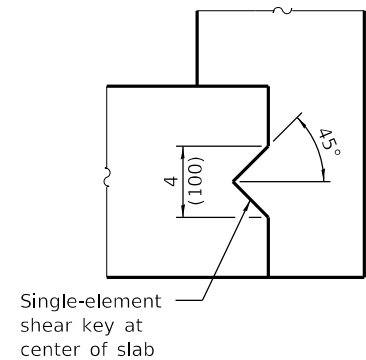
SECTION PERPENDICULAR TO PIPE
(With conical top riser)

GEOMETRIC LIMITS FOR PIPE PENETRATION HOLES

- Note 1: A minimum of 9 (230) of monolithic reinforced concrete shall be maintained above pipe penetration holes > 32 (810).
- Note 2: A minimum 12 (300) inside arc length of reinforced concrete shall be maintained between pipe penetration holes > 15 (380).
- Note 3: A maximum of 60 percent of the inside perimeter of the reinforced concrete manhole walls may be removed.
- Note 4: Horizontal joints that intersect pipe penetration holes > 15 (380) shall have one joint splice for every location around the perimeter of the joint where the inside arc length between pipe penetration holes is < 24 (600). See joint splice detail.
- Note 5: The recommended pipe penetration hole is equal to the O.D. of the pipe plus 4 (100).
- Note 6: Only pipe penetration holes ≤ 15 (380) are allowed in riser sections.



BASE SLAB JOINT CONFIGURATIONS



SHEAR KEY GEOMETRY
(Reinforcement not shown for clarity)

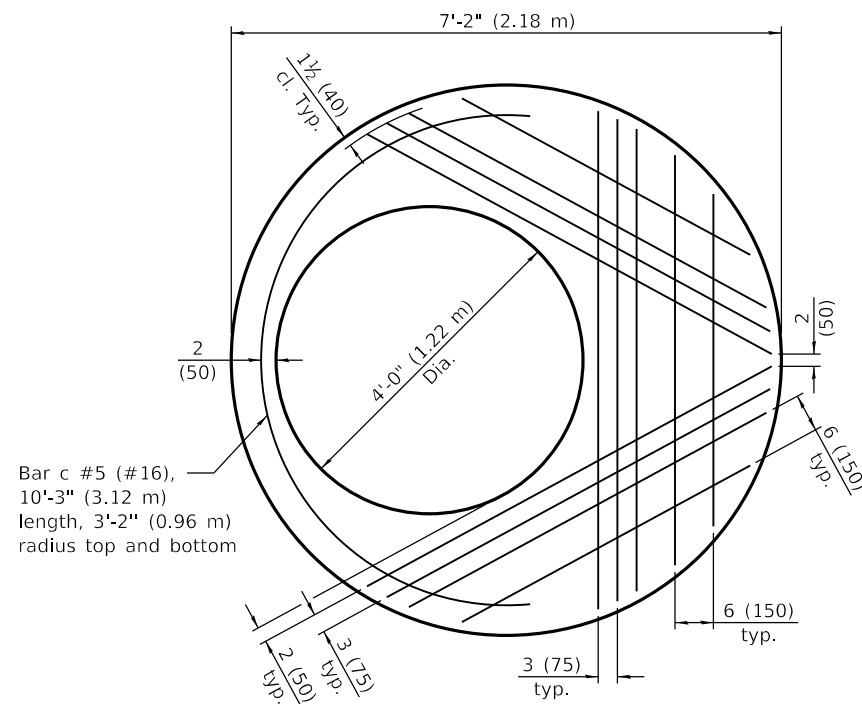
GENERAL NOTES

- Pipe holes shall be formed to facilitate proper placement of hole reinforcement.
- The manufacturer shall ensure that all precast manhole sections are additionally reinforced where required to resist damage from handling, shipping and installation stresses.
- Lifting holes shall be located in the sections as per the manufacturer's recommendations.
- See Standard 602701 for details of manhole steps.
- All dimensions are in inches (millimeters) unless otherwise noted.

DATE	REVISIONS
1-1-21	Revised Note 1, Note 2 and lifting hole general note.
3-1-19	Moved wall reinforcement from inside face to middle.

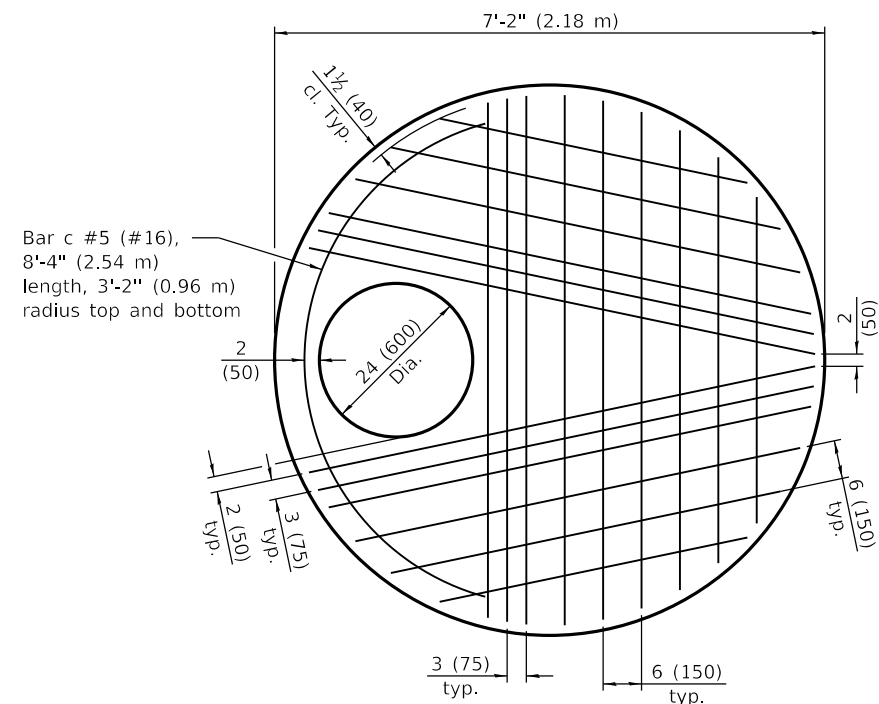
PRECAST MANHOLE TYPE A
6' (1.83 m) DIAMETER
(Sheet 1 of 3)

STANDARD 602406-11



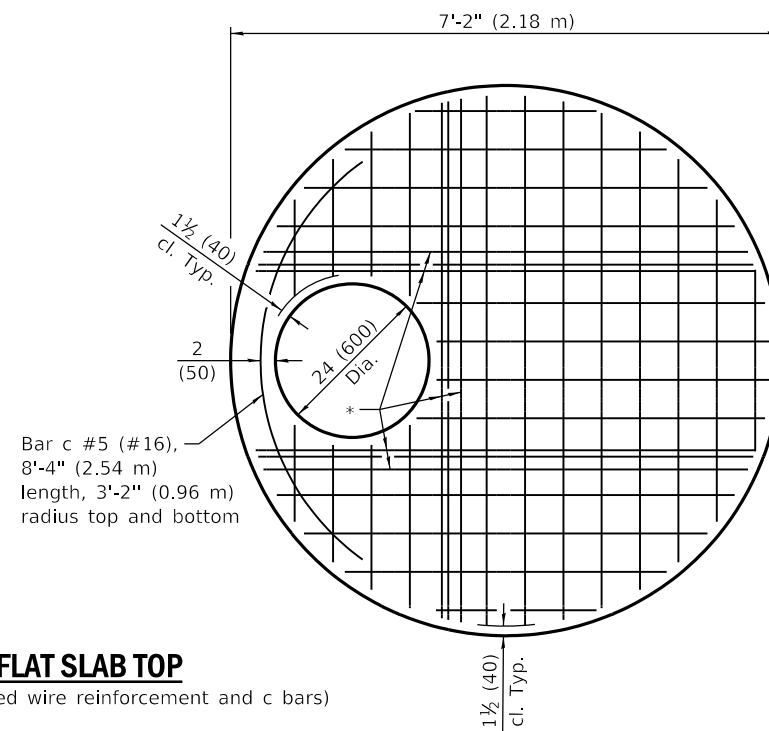
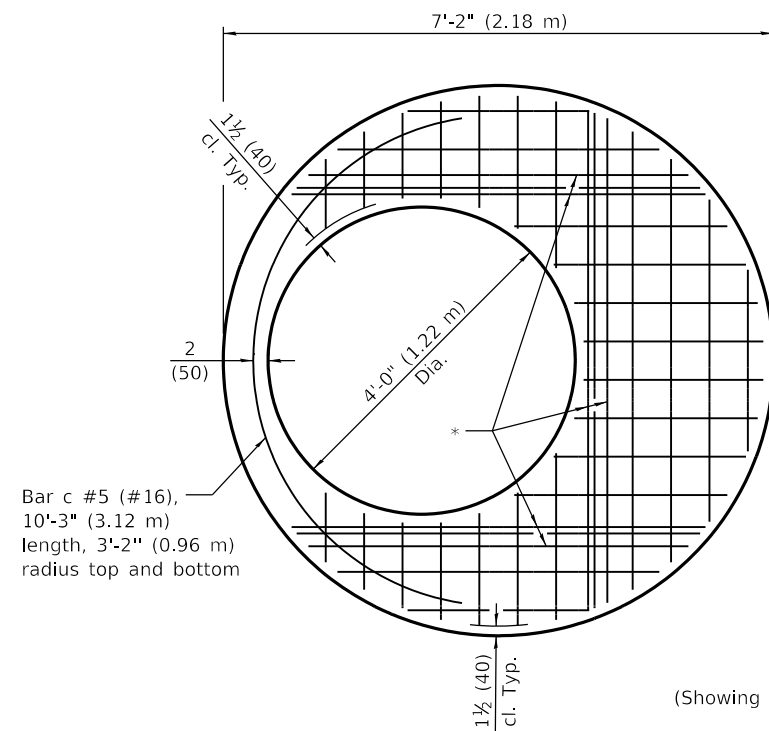
PLAN - FLAT SLAB TOP

(Showing layout of bottom reinforcement bars and c bars)

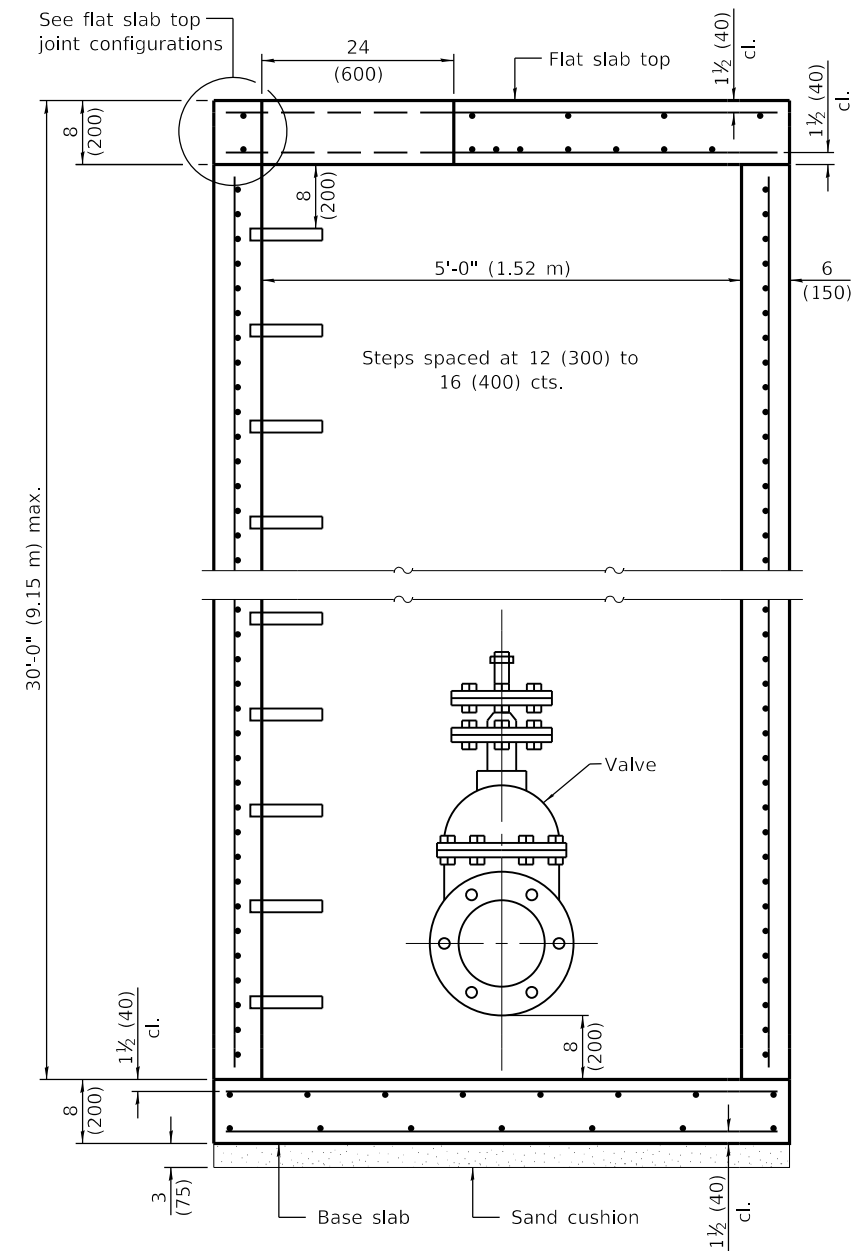


PLAN - FLAT SLAB TOP

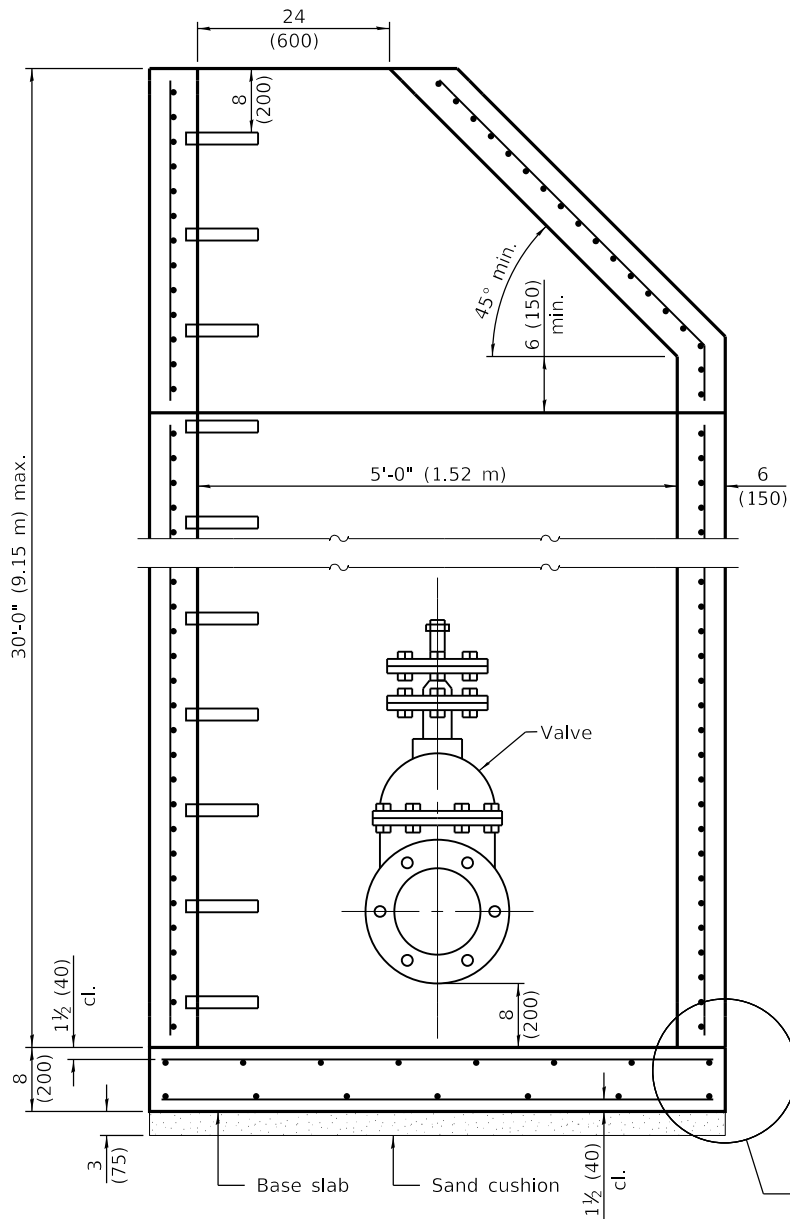
(Showing layout of welded wire reinforcement and c bars)



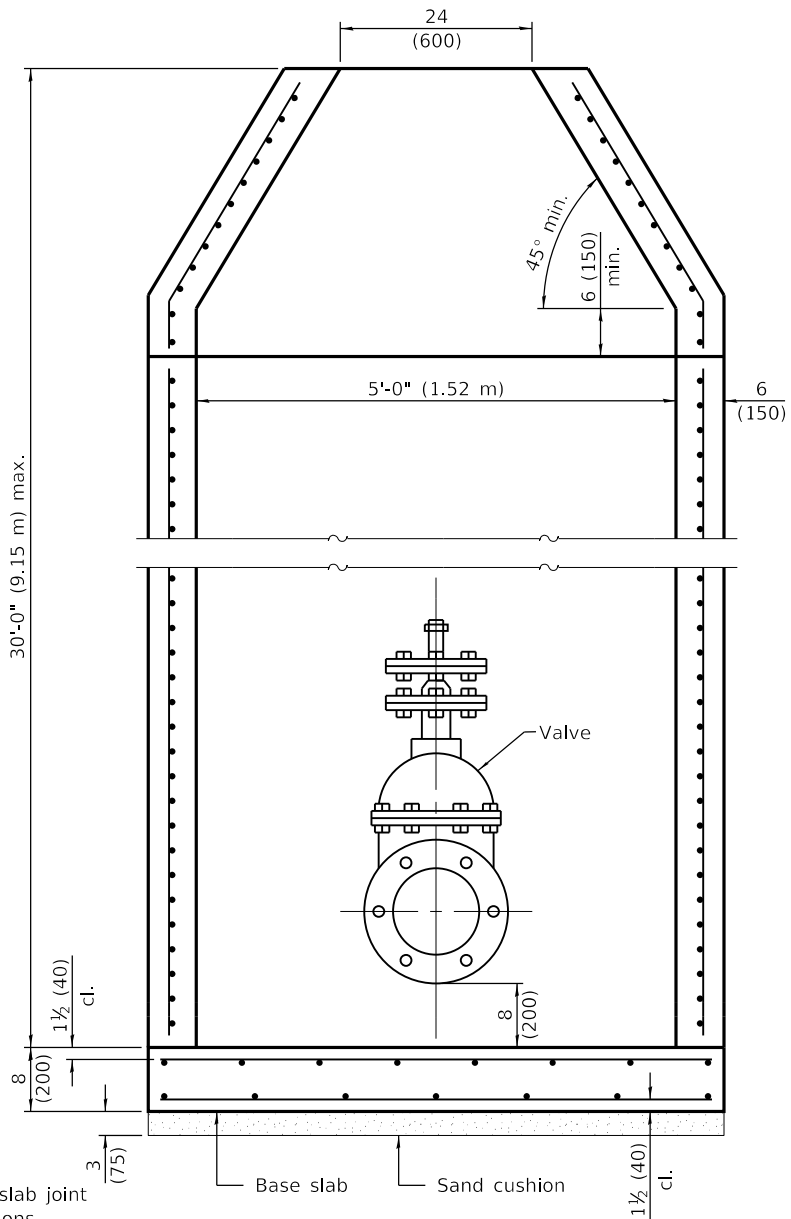
* #5 (#16) bars for risers $\leq$ 10 ft. (3.05 m) tall or
#6 (#19) bars for risers $>$ 10 ft. (3.05 m) tall bottom.
Bundle first bar with closest WWR bar to the opening
and place second bar $\pm$ 3 (75) away.



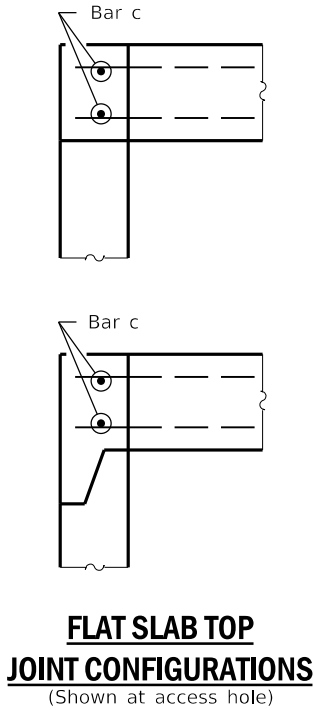
SECTION THRU VALVE VAULT
(Without conical top)



SECTION THRU VALVE VAULT
(With conical top)



SECTION THRU VALVE VAULT
(With concentric conical top)

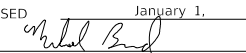


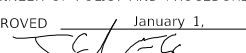
GENERAL NOTES

- Use this standard for water mains $\geq$ 10 (250).
- The manufacturer shall ensure that all precast manhole sections are additionally reinforced where required to resist damage from handling, shipping and installation stresses.
- Lifting holes shall be located in the sections as per the manufacturer's recommendations.
- See Standard 602701 for details of manhole steps.
- All dimensions are in inches (millimeters) unless otherwise noted.



Illinois Department of Transportation

PASSED

ENGINEER OF POLICY AND PROCEDURES

APPROVED

ENGINEER OF DESIGN AND ENVIRONMENT

January 1, 2021

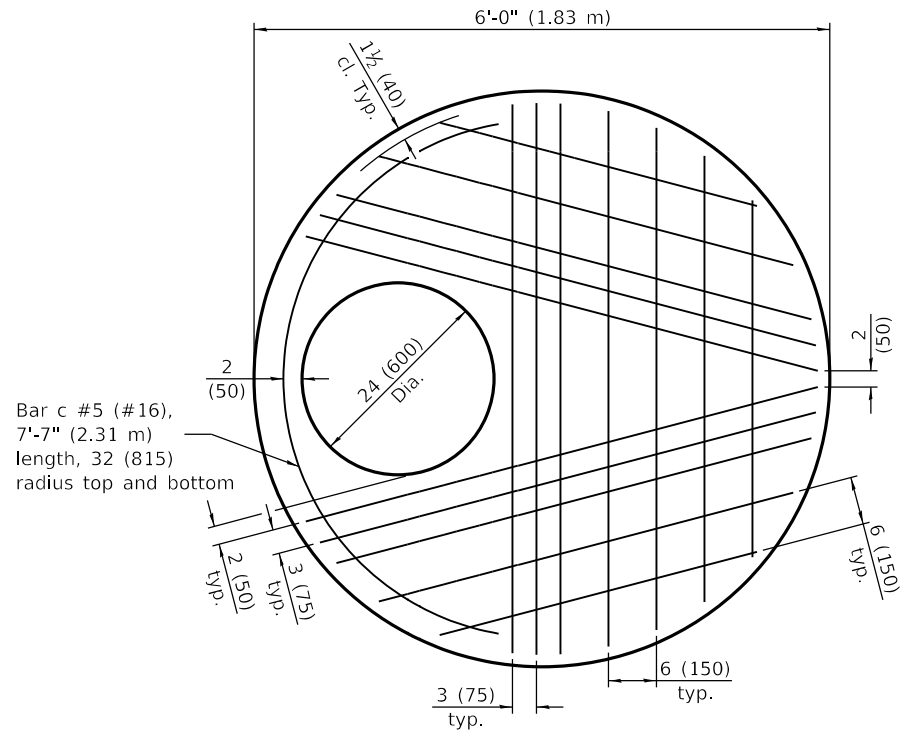
January 1, 2021

ISSUED 1-1-18

DATE	REVISIONS
1-1-21	Revised lifting hole general note.
3-1-19	Moved wall reinforcement from inside face to middle.

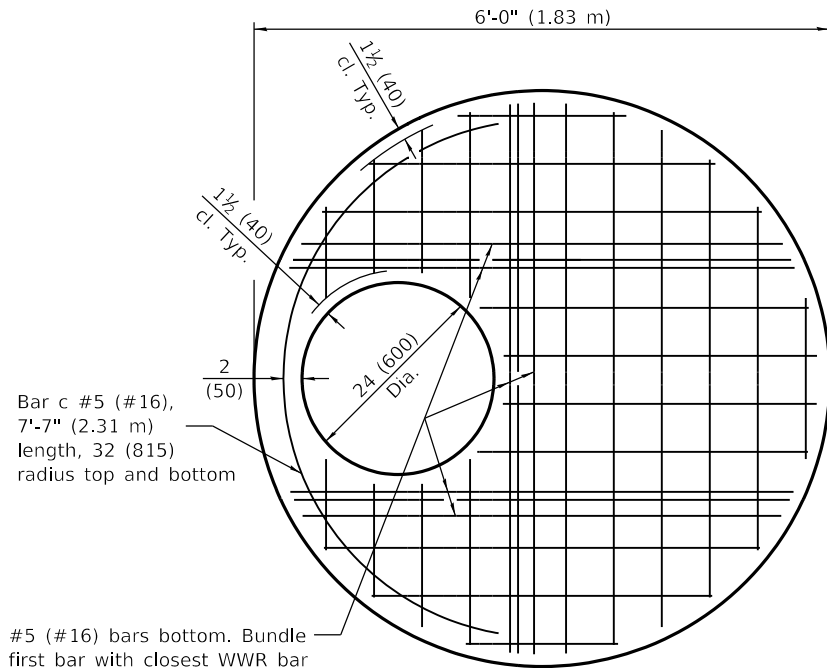
PRECAST VALVE VAULT TYPE A
5' (1.52 m) DIAMETER
(Sheet 1 of 2)

STANDARD 602506-03



PLAN - FLAT SLAB TOP

(Showing layout of bottom reinforcement bars and c bars)



PLAN - FLAT SLAB TOP

(Showing layout of welded wire reinforcement and c bars)

FLAT SLAB TOP REINFORCEMENT

Location	WWR (each direction)		Rebar (each direction except as noted)		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Top Mat	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	#3 or #4 (#10) (#13)
Bottom Mat	* 0.40 sq. in./ft. (847 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#4 (#13)

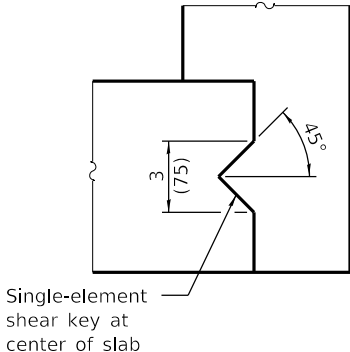
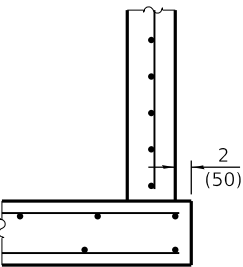
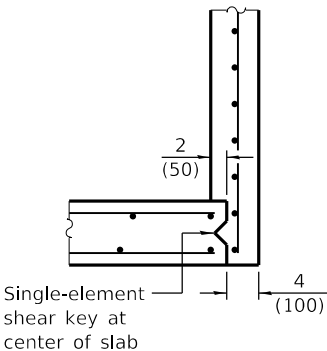
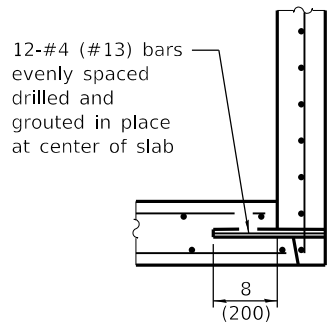
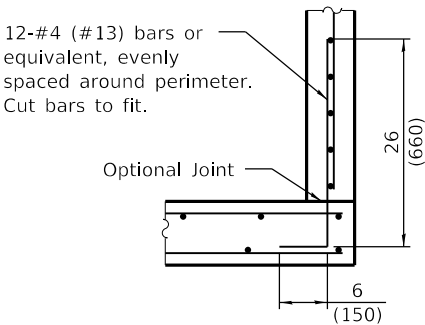
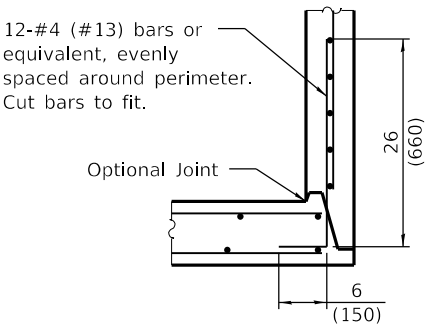
* Only one layer of WWR permitted to avoid congestion.

WALL REINFORCEMENT

Orientation	WWR or Rebar	
	A _s (min.)	Spacing (max.)
Circumferential	0.15 sq. in./ft. (318 sq. mm/m)	6 (150)
Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)

BASE SLAB REINFORCEMENT

Location	Total Height	WWR or Rebar (each direction)	
		A _s (min.)	Spacing (max.)
Top Mat	≤ 20 ft. (6.10 m)	0.24 sq. in./ft. (508 sq. mm/m)	10 (250)
	> 20 ft. (6.10 m)	0.28 sq. in./ft. (593 sq. mm/m)	8 (200)
Bottom Mat	All	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)



Single-element shear key at center of slab

SHEAR KEY GEOMETRY

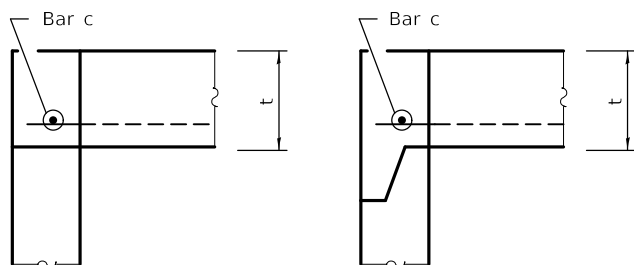
(Reinforcement not shown for clarity)

BASE SLAB JOINT CONFIGURATIONS

PRECAST VALVE VAULT TYPE A
5' (1.52 m) DIAMETER

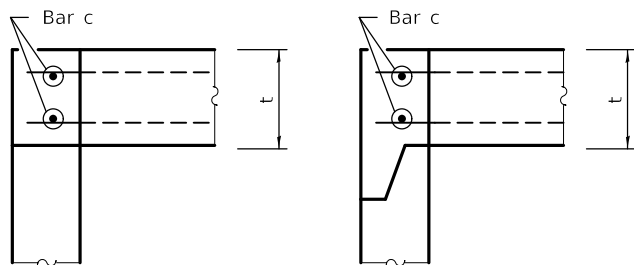
(Sheet 2 of 2)

STANDARD 602506-03



**FLAT SLAB TOP JOINT CONFIGURATIONS
FOR D = 36 (900) AND D = 4'-0" (1.22 m)**

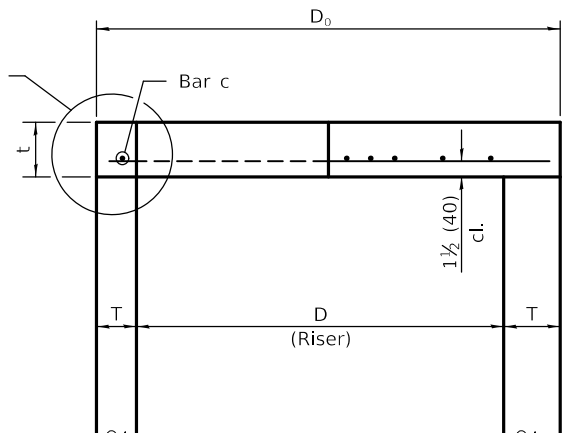
(Shown at access hole)



**FLAT SLAB TOP JOINT CONFIGURATIONS
D = 5'-0" (1.52 m)**

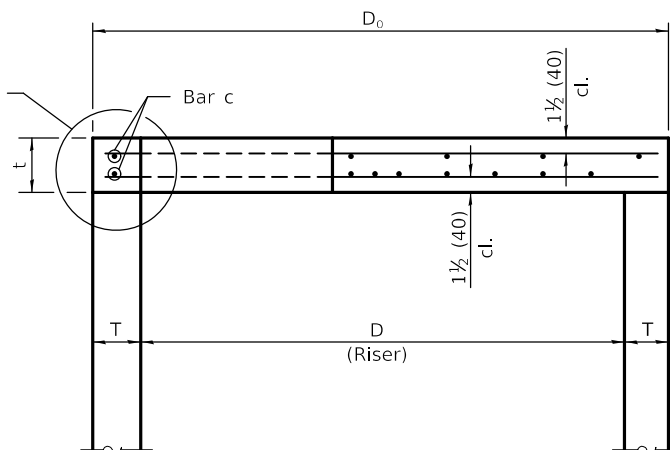
(Shown at access hole)

See Top Slab Joint
Configurations for
D=36 (900) and
D=4'-0" (1.22 m)

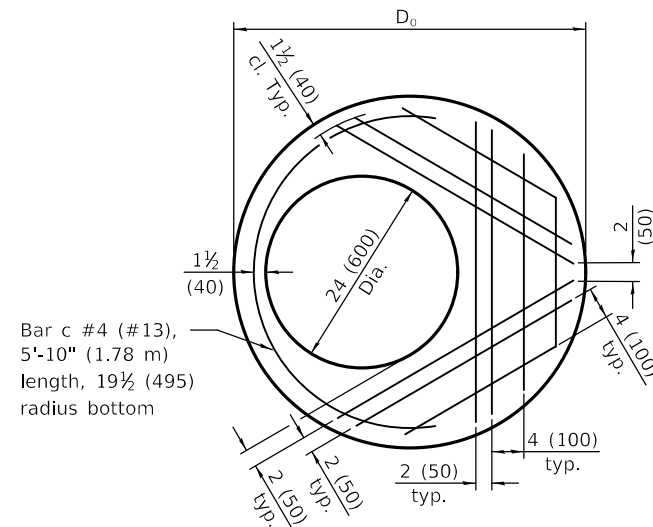


**SECTION THRU FLAT SLAB TOP
FOR D = 36 (900) AND D = 4'-0" (1.22 m)**

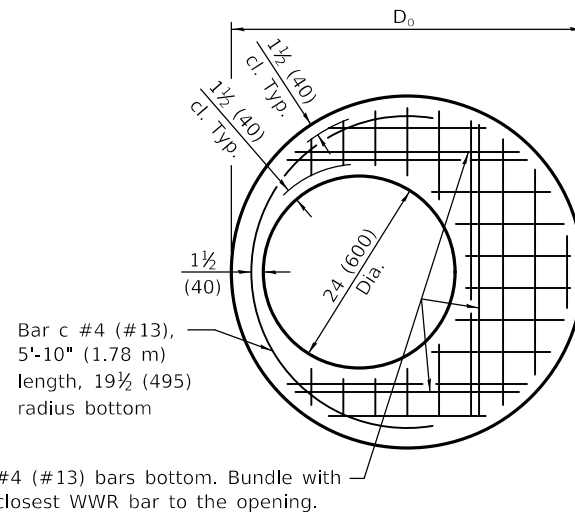
See Top Slab Joint
Configurations for
D=5'-0" (1.52 m)



**SECTION THRU FLAT SLAB TOP
FOR D = 5'-0" (1.52 m)**



PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of reinforcement bars and c bars)



PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of welded wire reinforcement and c bars)

TABLE

D	T	D ₀ (min.)	t
36 (900)	See applicable Standards	D + 2T	6 (150)
4'-0" (1.2 m)			6 (150)
5'-0" (1.5 m)			8 (200)

GENERAL NOTES

The flat slab top may be used in lieu of the tapered tops shown on Standards 602001, 602016, or 602306 at the option of the Contractor or when field conditions prohibit the use of tapered tops.

Lifting holes shall be located in the sections as per the manufacturer's recommendations.

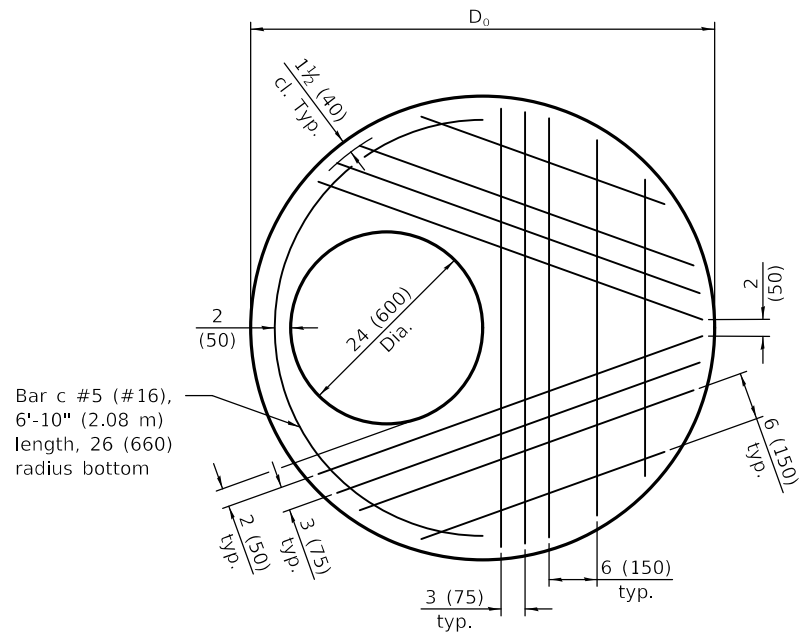
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Expanded / refined reinforcement options.
1-1-18	Revised for compliance with LRFD.

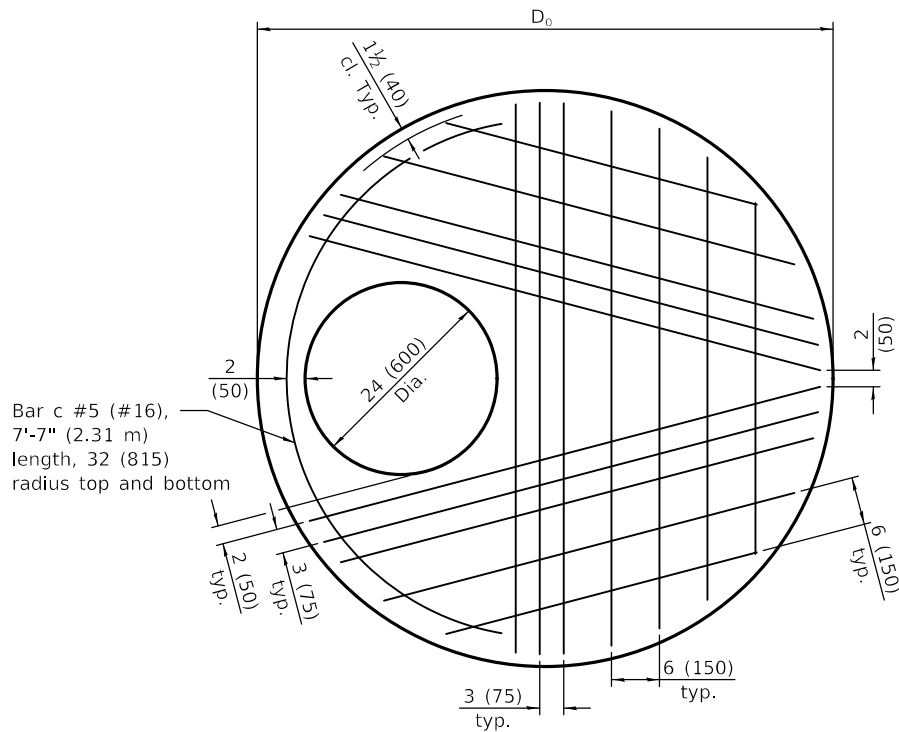
PRECAST REINFORCED CONCRETE FLAT SLAB TOP

(Sheet 1 of 2)

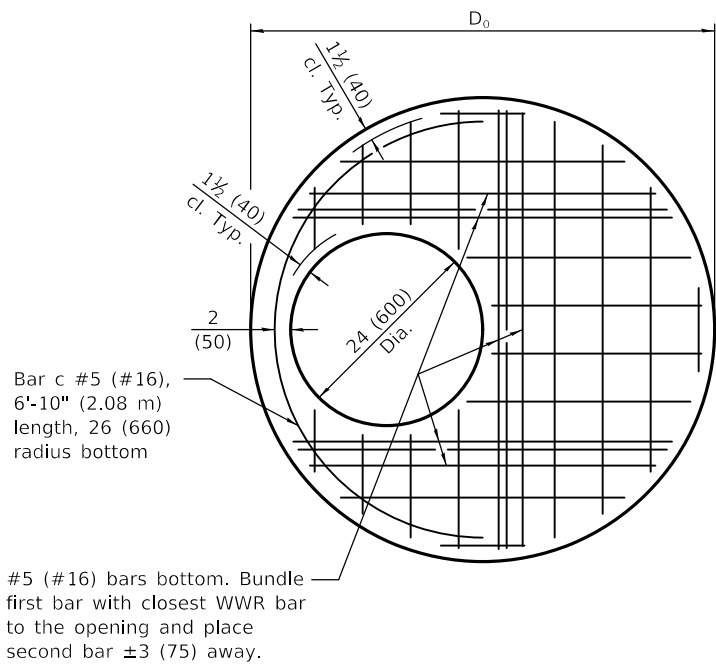
STANDARD 602601-06



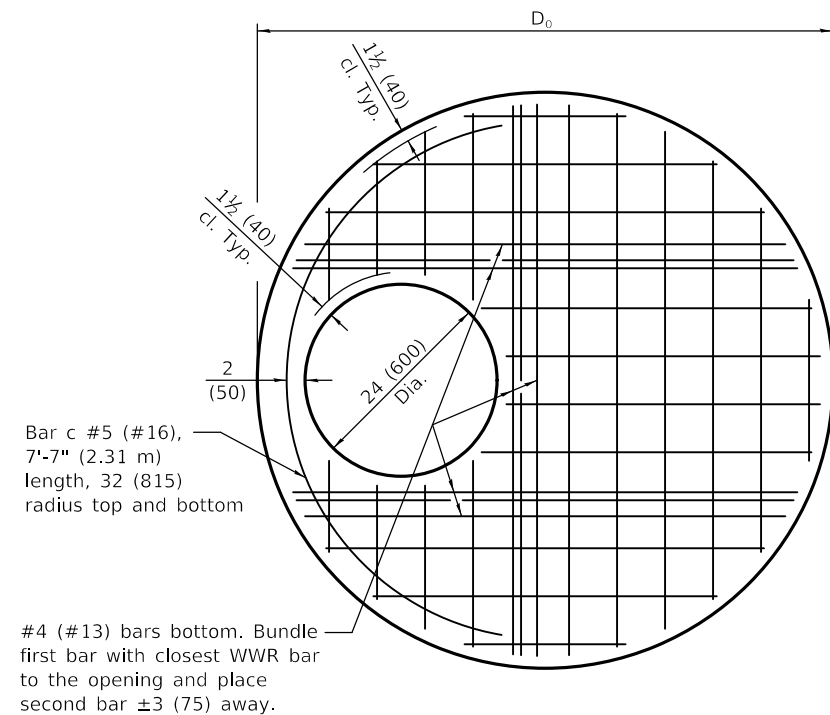
PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m)
(Showing layout of reinforcement bars and c bars)



PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m)
(Showing layout of bottom reinforcement bars and c bars)



PLAN - FLAT SLAB TOP FOR D = 4'-0" (1.22 m)
(Showing layout of welded wire reinforcement and c bars)



PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m)
(Showing layout of welded wire reinforcement and c bars)

FLAT SLAB TOP REINFORCEMENT FOR D = 36 (900)

Location	WWR (each direction)		Rebar		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Bottom Mat	* 0.60 sq. in./ft. (1270 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#4 (#13)

FLAT SLAB TOP REINFORCEMENT FOR D = 4'-0" (1.22 m)

Location	WWR (each direction)		Rebar		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Bottom Mat	* 0.62 sq. in./ft. (1312 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#5 (#16)

FLAT SLAB TOP REINFORCEMENT FOR D = 5'-0" (1.52 m)

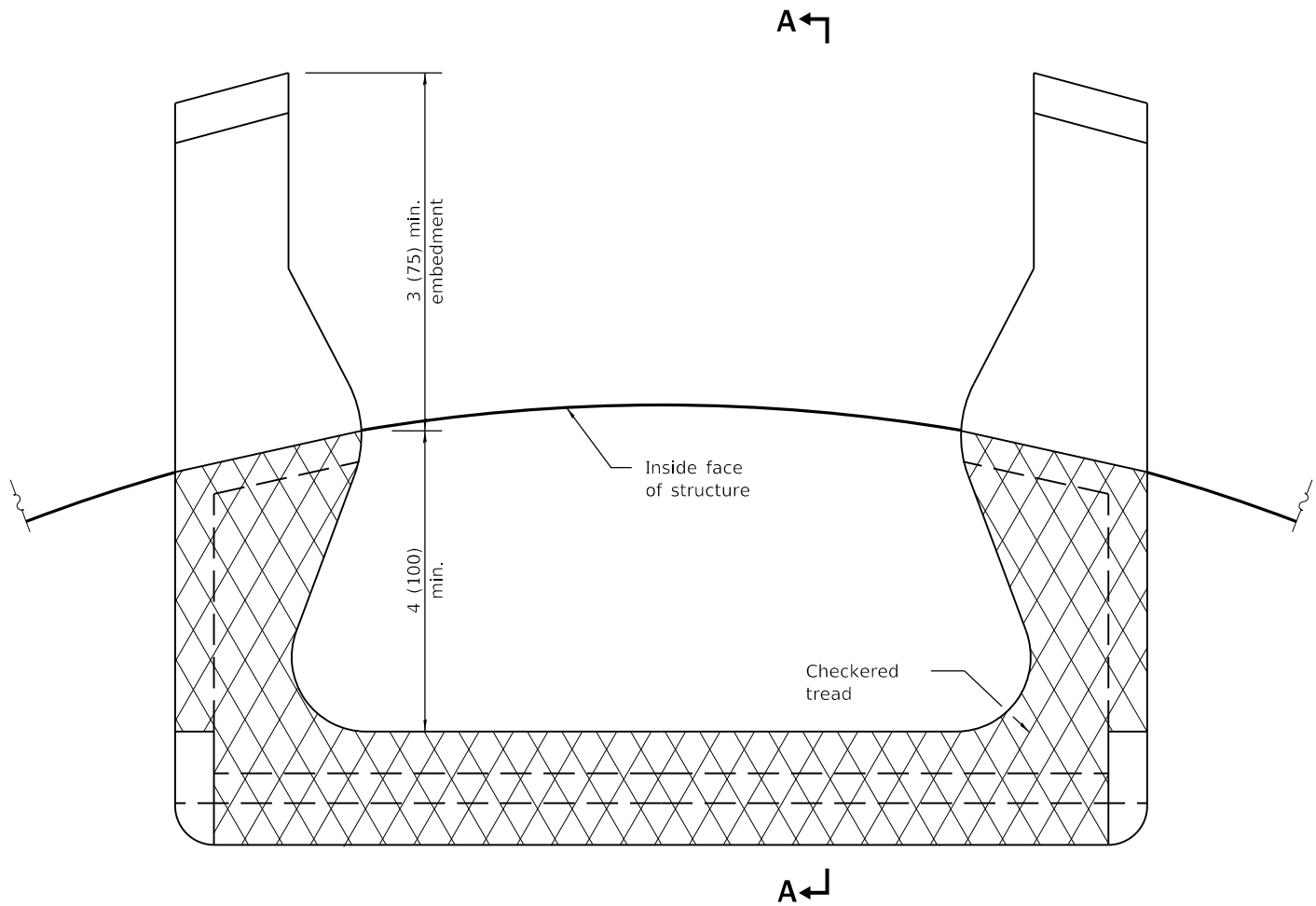
Location	WWR (each direction)		Rebar (each direction except as noted)		
	A _s (min.)	Spacing (max.)	A _s (min.)	Spacing (max.)	Bar Size
Top Mat	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	#3 or #4 (#10) (#13)
Bottom Mat	* 0.40 sq. in./ft. (847 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#4 (#13)

* Only one layer of WWR permitted to avoid congestion.

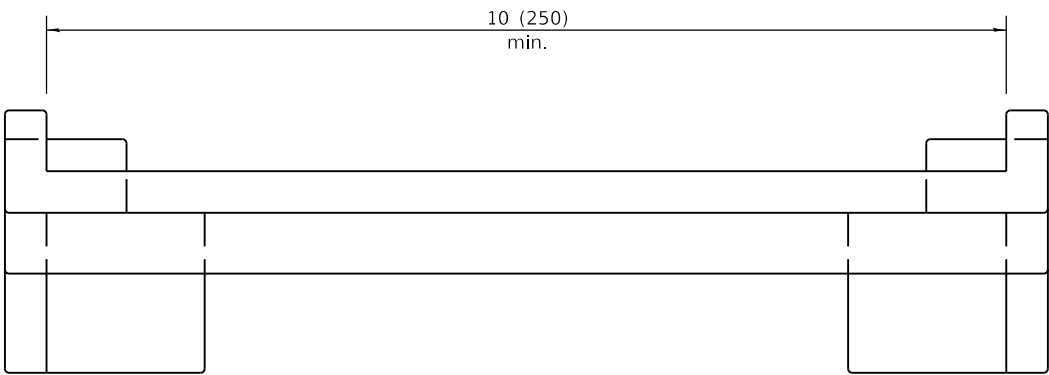
**PRECAST REINFORCED
CONCRETE FLAT SLAB TOP**

(Sheet 2 of 2)

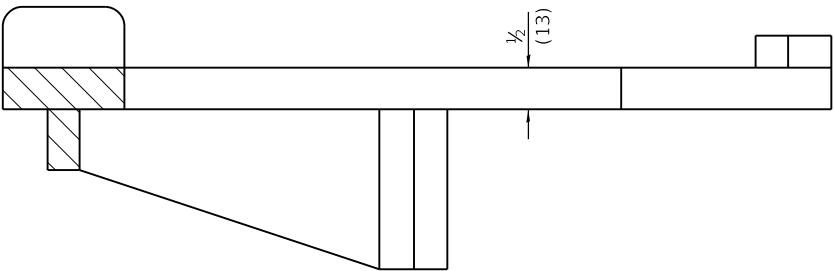
STANDARD 602601-06



PLAN VIEW



ELEVATION VIEW



SECTION A-A

All dimensions are in inches (millimeters)
unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to
	English (metric).
4-1-06	Revised title, drawings,
	and added plastic
	steps on sheet 2.

MANHOLE STEPS

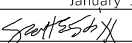
(Sheet 1 of 2)

STANDARD 602701-02

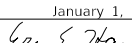


Illinois Department of Transportation

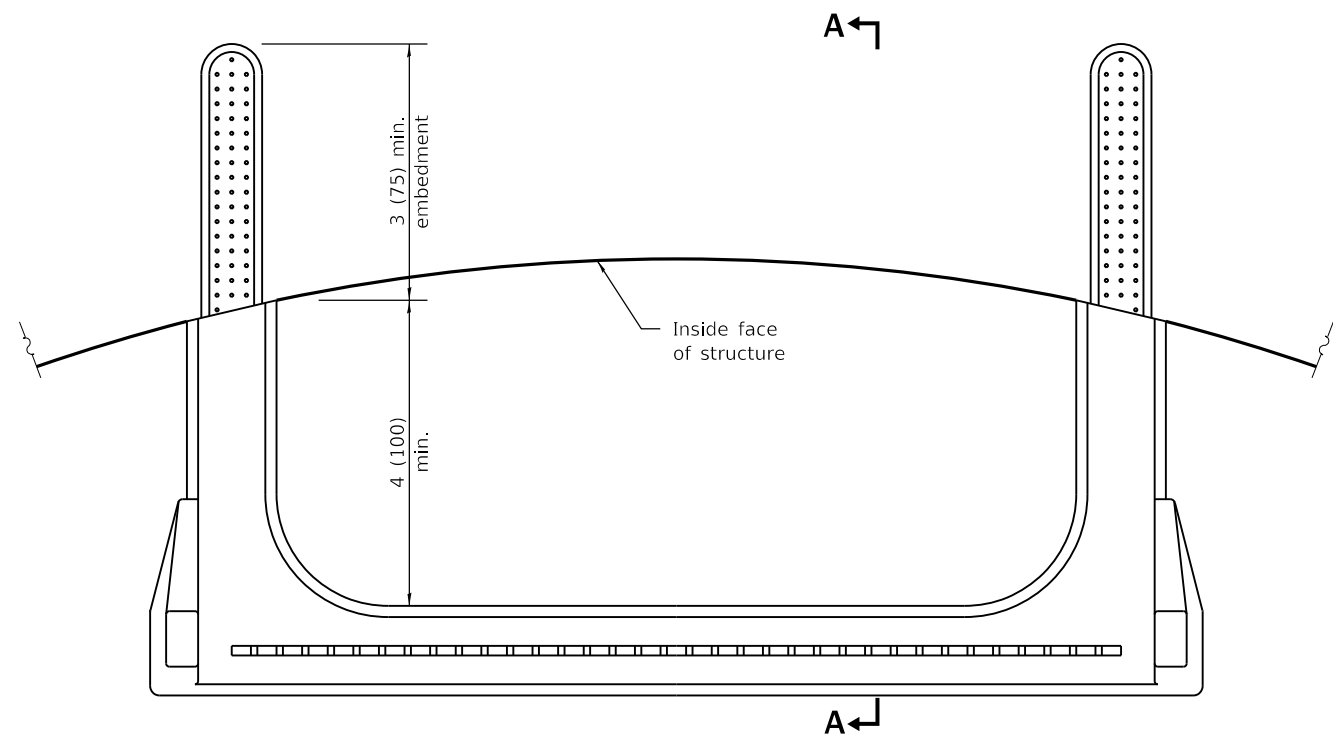
PASSED January 1, 2009


ENGINEER OF POLICY AND PROCEDURES

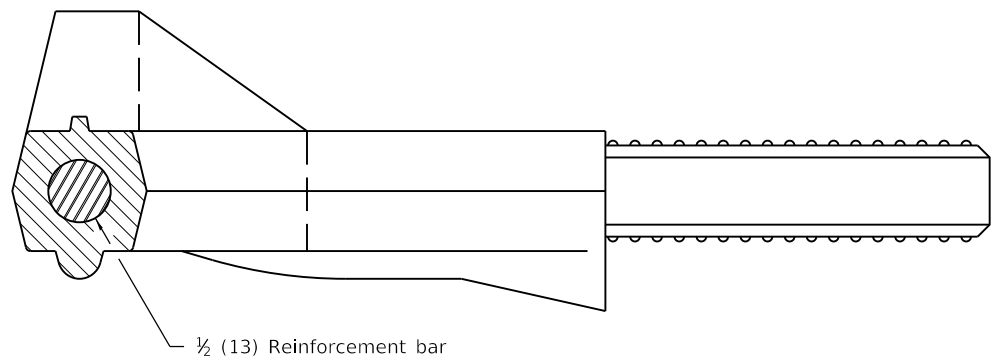
APPROVED January 1, 2009


ENGINEER OF DESIGN AND ENVIRONMENT

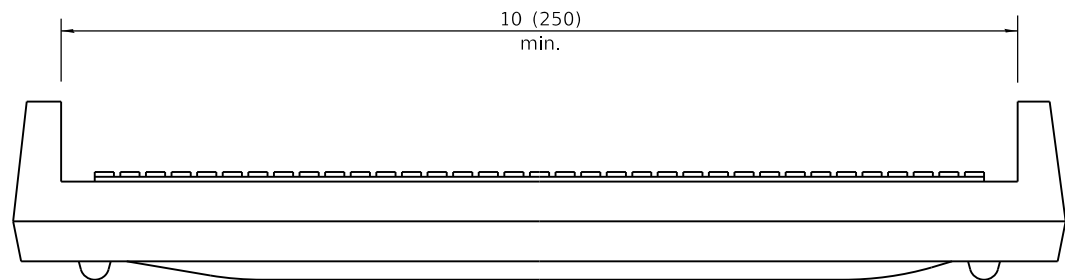
ISSUED 1-1-97



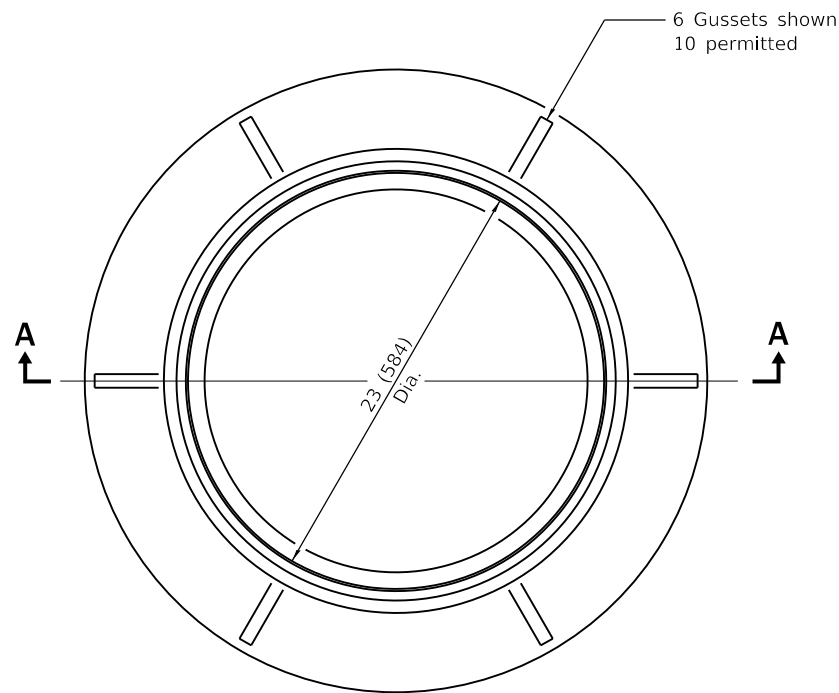
PLAN VIEW



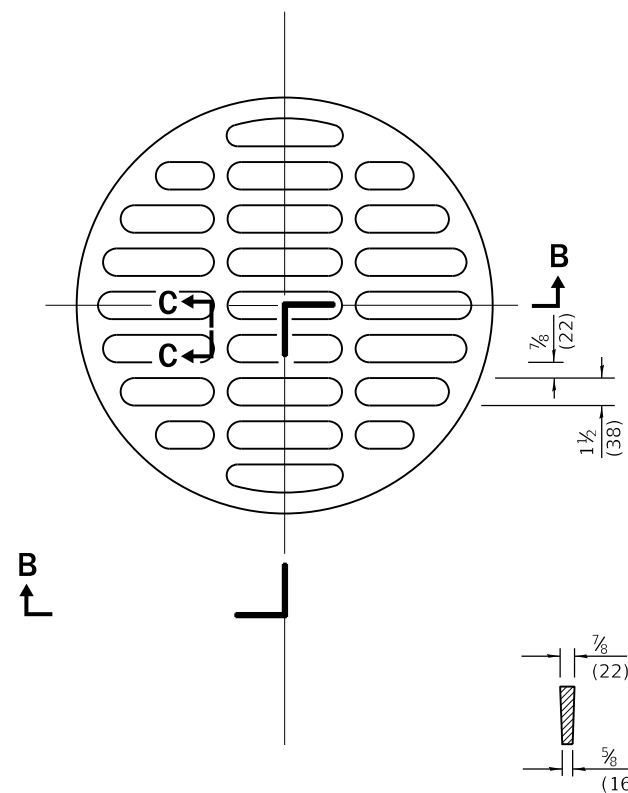
SECTION A-A



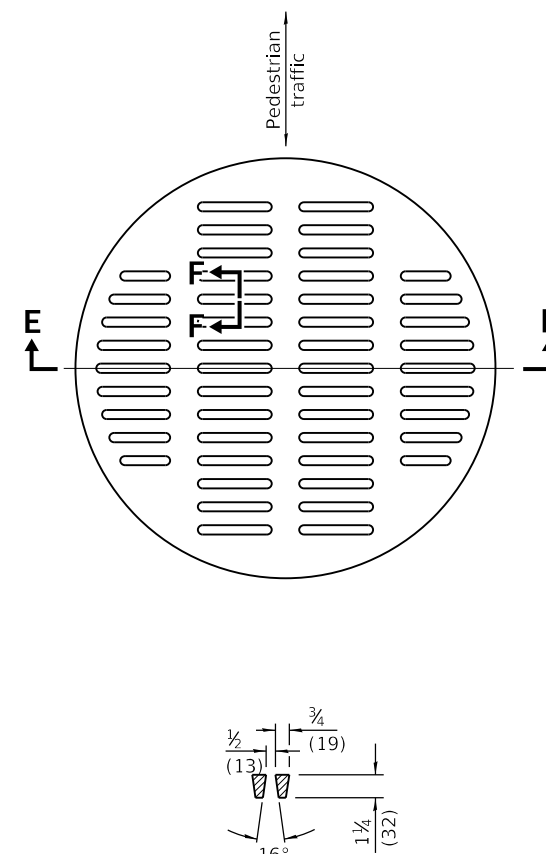
ELEVATION VIEW



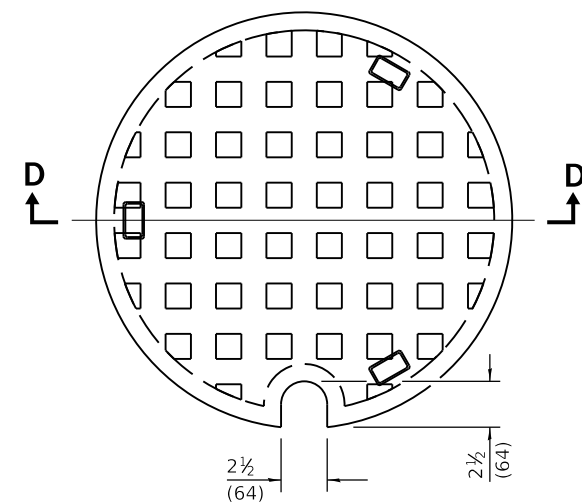
CAST FRAME



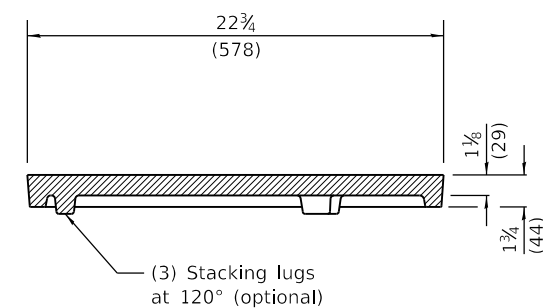
SECTION C-C



SECTION F-F

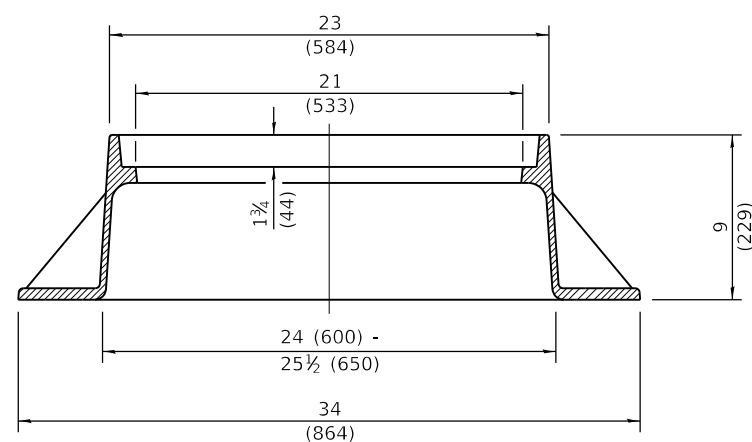


SECTION D-D



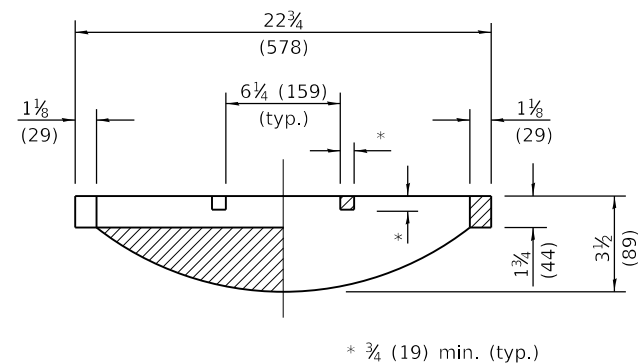
CAST CLOSED LID

Gray Iron Lid



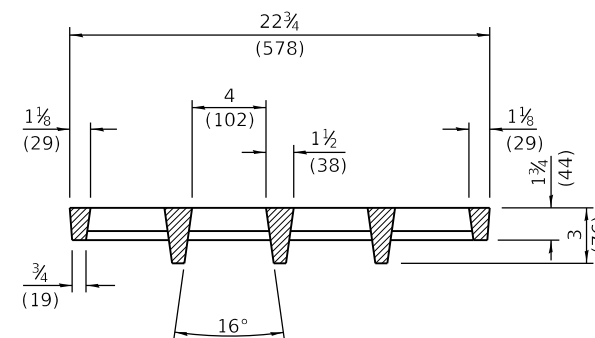
SECTION A-A

Gray Iron



SECTION B-B

CAST OPEN LID



SECTION E-E

**ADA COMPLIANT
CAST OPEN LID**

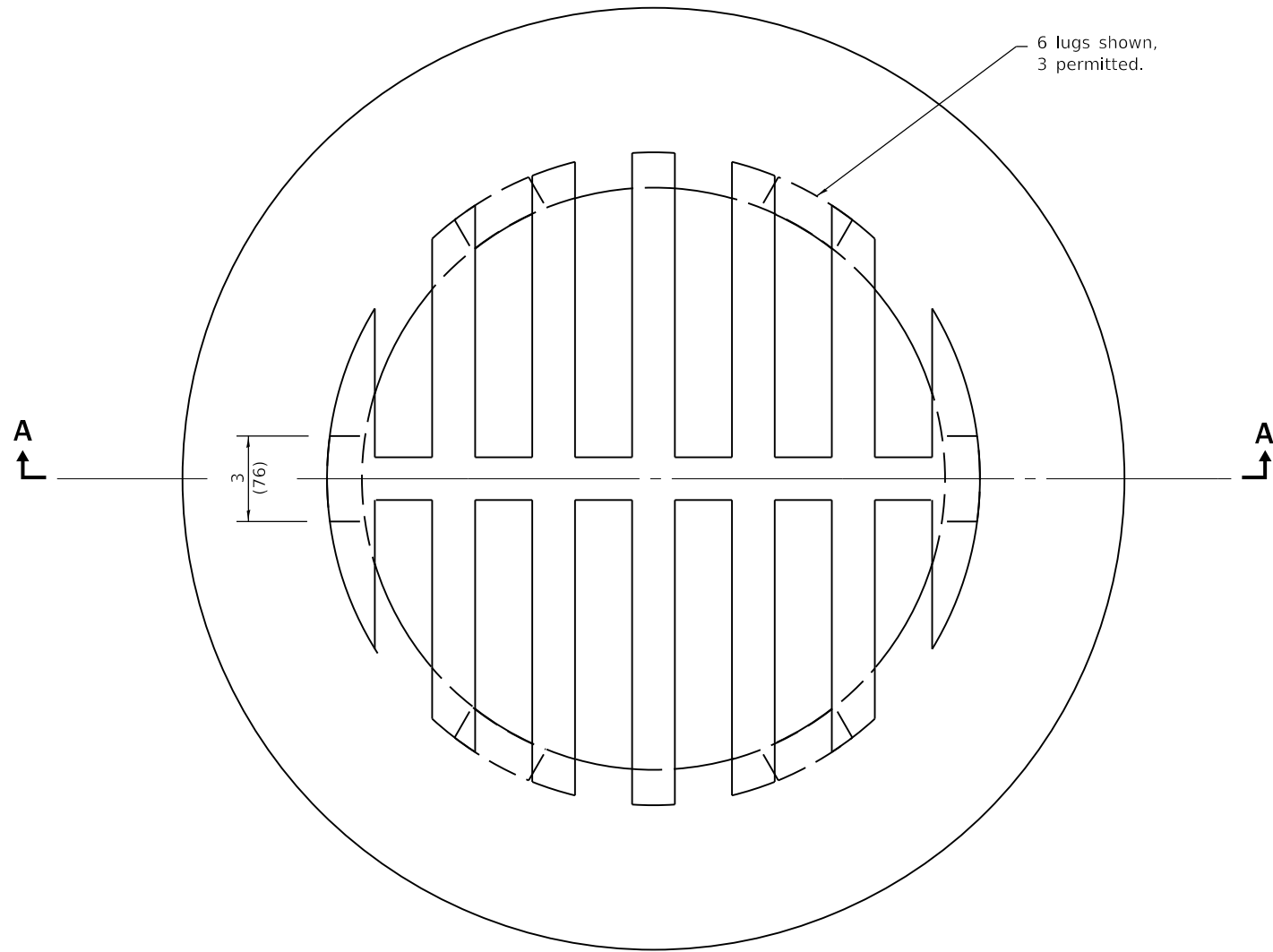
All dimensions are in inches (millimeters)
unless otherwise shown.

Illinois Department of Transportation	
PASSED ENGINEER OF POLICY AND PROCEDURES	January 1, 2020
APPROVED ENGINEER OF DESIGN AND ENVIRONMENT	January 1, 2020
ISSUED 1-1-97	

DATE	REVISIONS
1-1-20	Revised dimension in Section B-B of cast open lid.
1-1-15	Revised dimensioning of frame. Added ADA compliant open lid.
1-1-09	Switched units to English (metric).

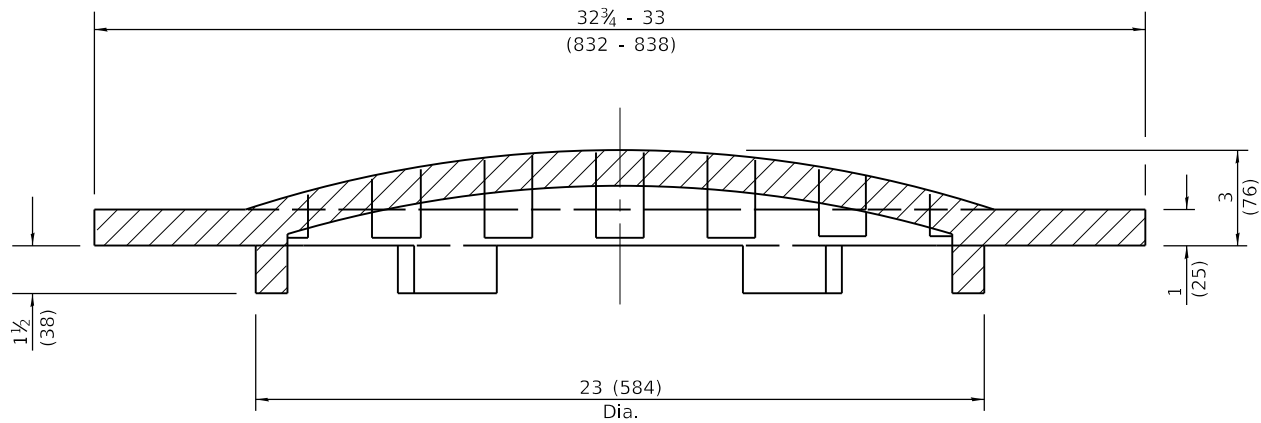
FRAME AND LIDS TYPE 1

STANDARD 604001-05



6 lugs shown,
3 permitted.

CAST GRATE



SECTION A-A

All dimensions are in inches (millimeters)
unless otherwise shown.

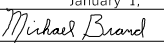
DATE	REVISIONS
1-1-15	Revised dimensions.
1-1-09	Switched units to
	English (metric).

GRATE TYPE 8

STANDARD 604036-03

 Illinois Department of Transportation

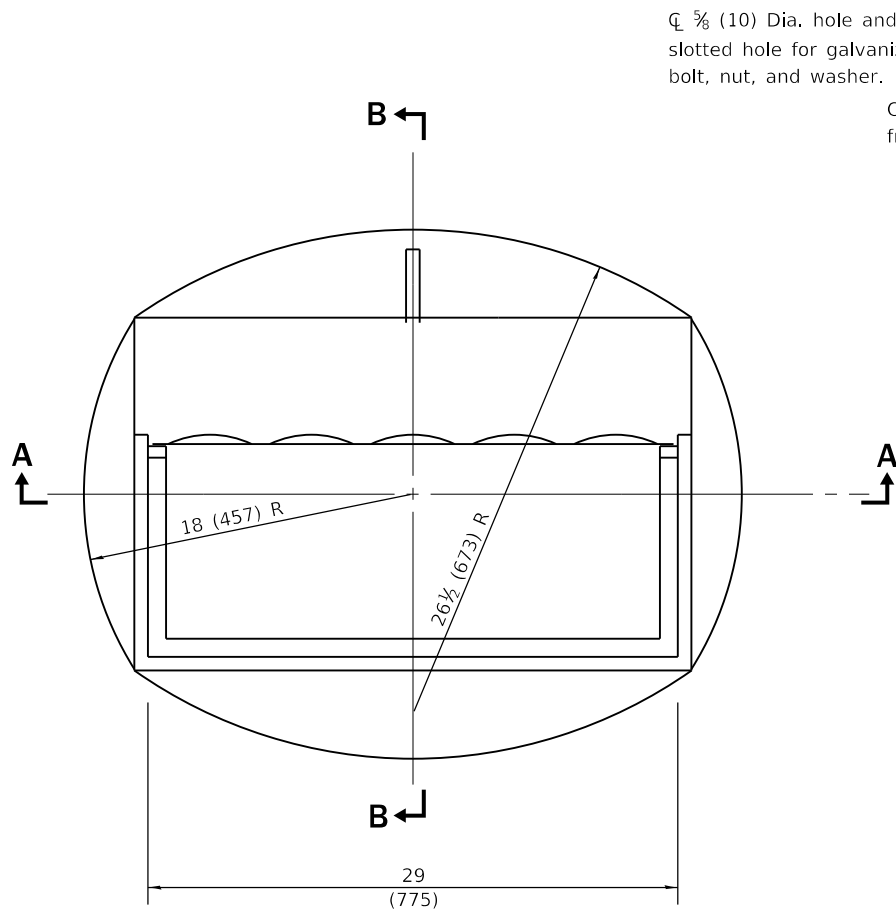
PASSEDJanuary 1, 2015


ENGINEER OF POLICY AND PROCEDURES

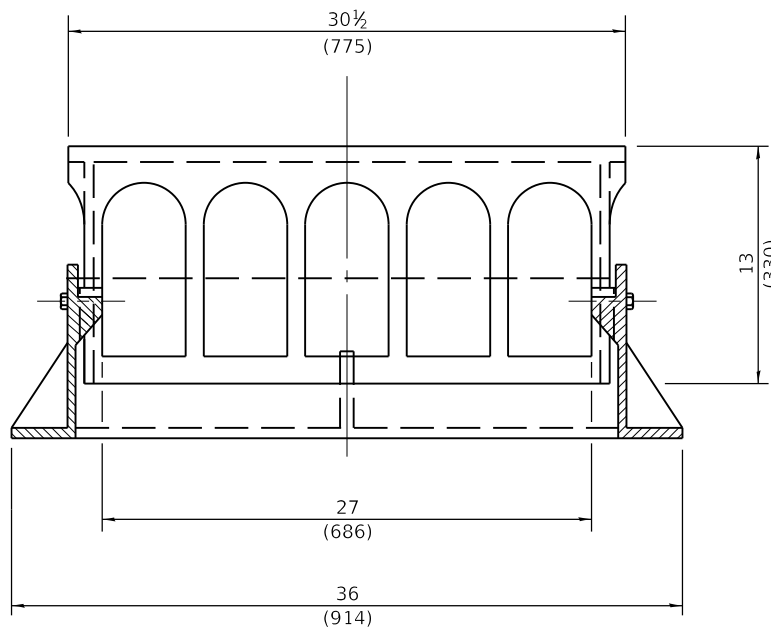
APPROVEDJanuary 1, 2015


ENGINEER OF DESIGN AND ENVIRONMENT

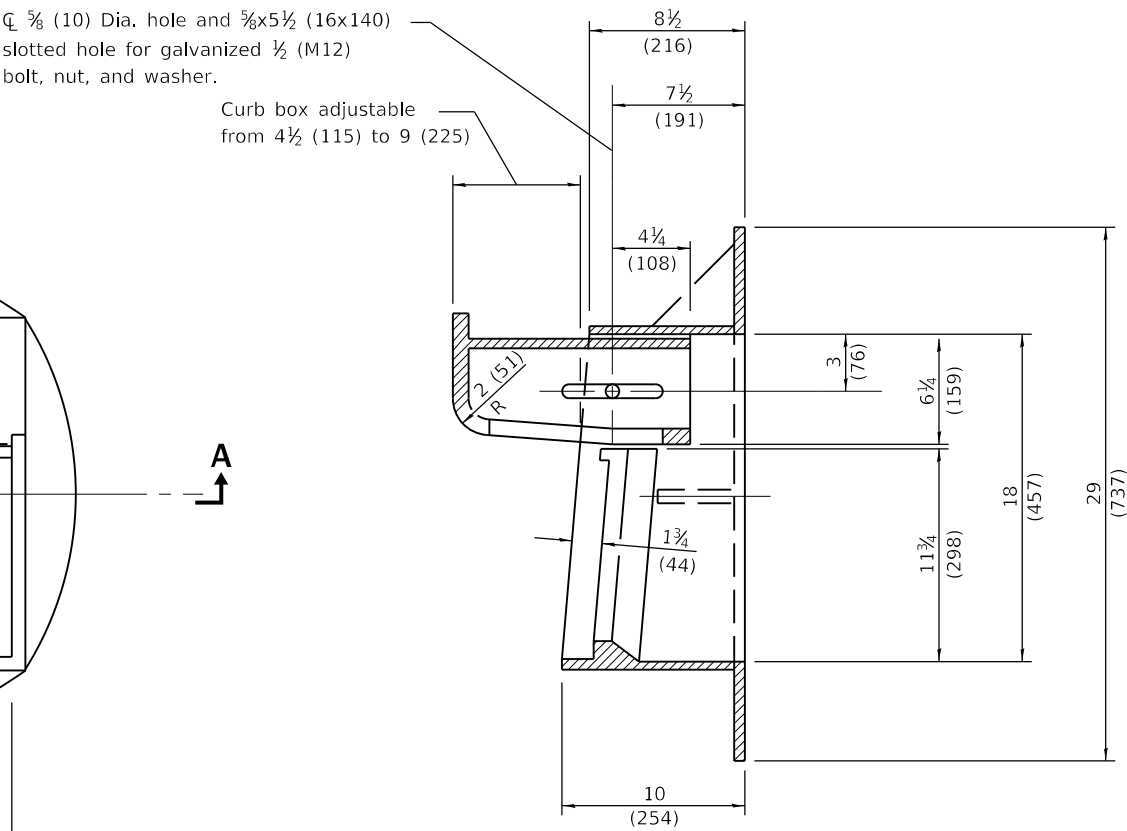
ISSUED 1-1-97



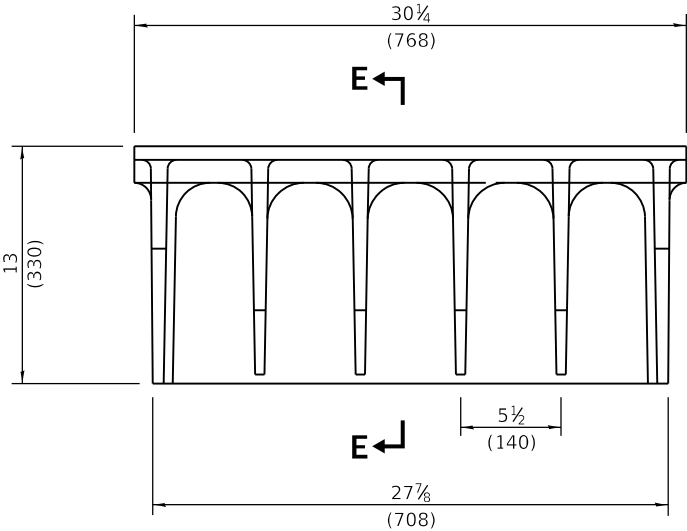
CAST FRAME



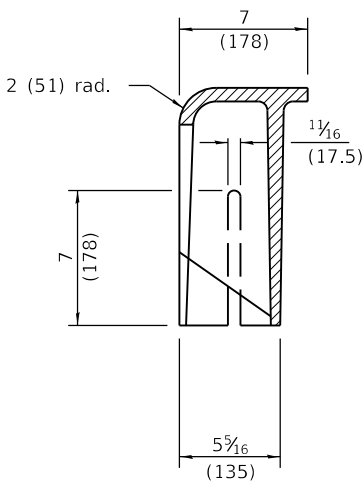
SECTION A-A



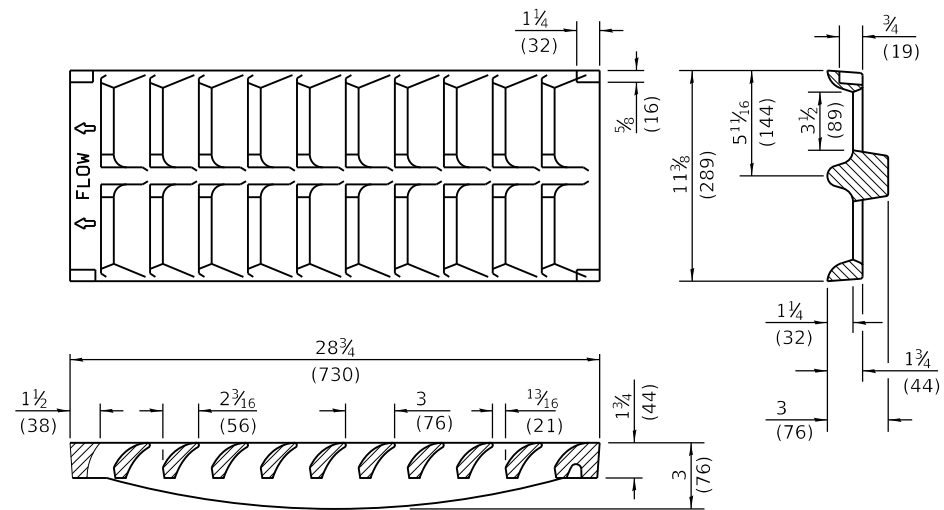
SECTION B-B



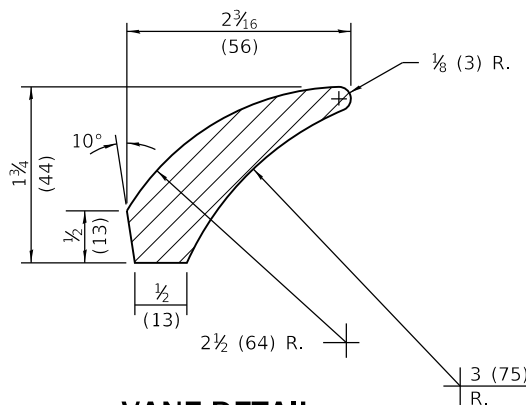
ALTERNATE CURB BOX



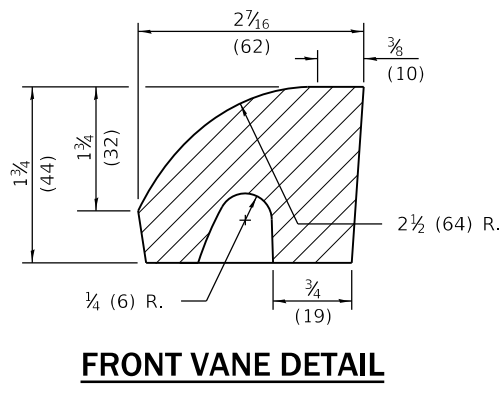
SECTION E-E



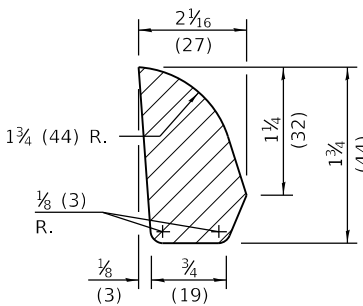
CAST GRATE



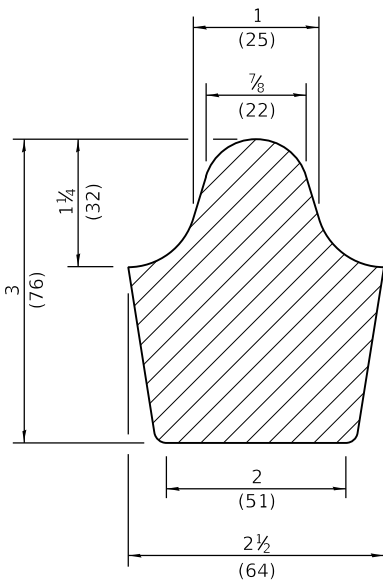
VANE DETAIL



FRONT VANE DETAIL



SIDE RIB DETAIL



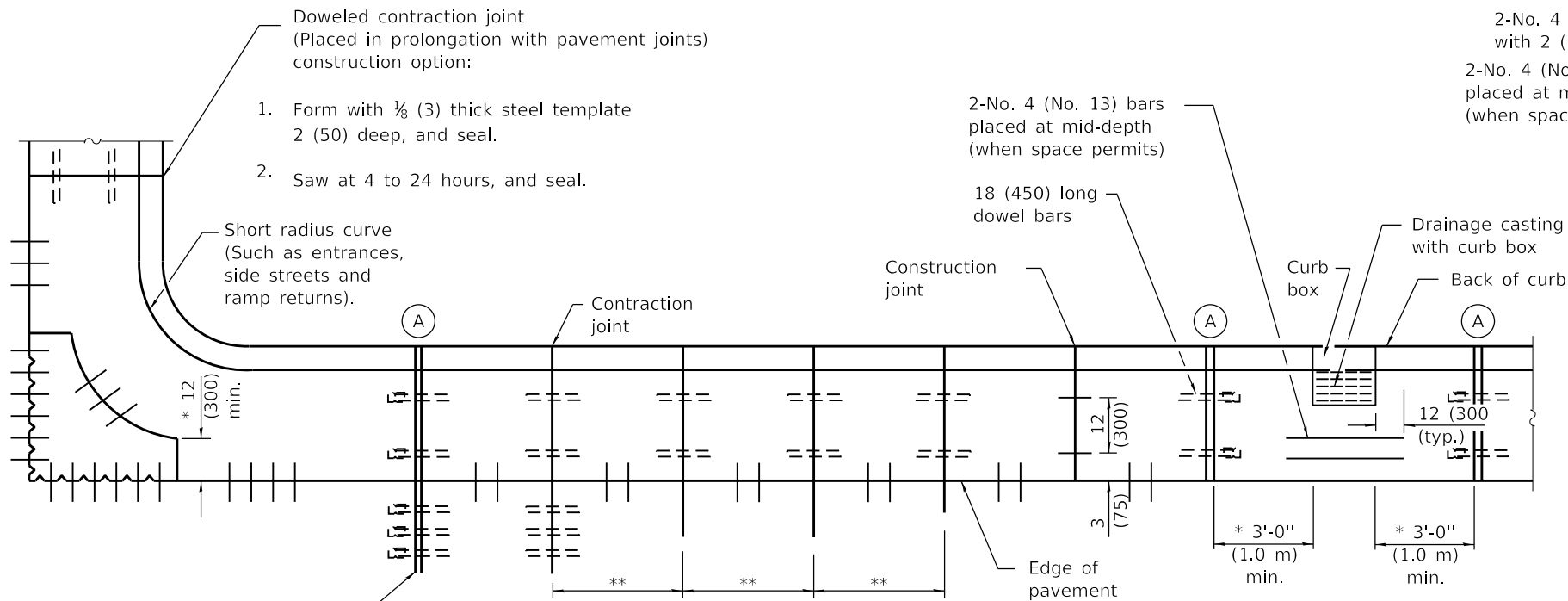
MIDDLE RIB DETAIL

All dimensions are in inches (millimeters) unless otherwise shown.

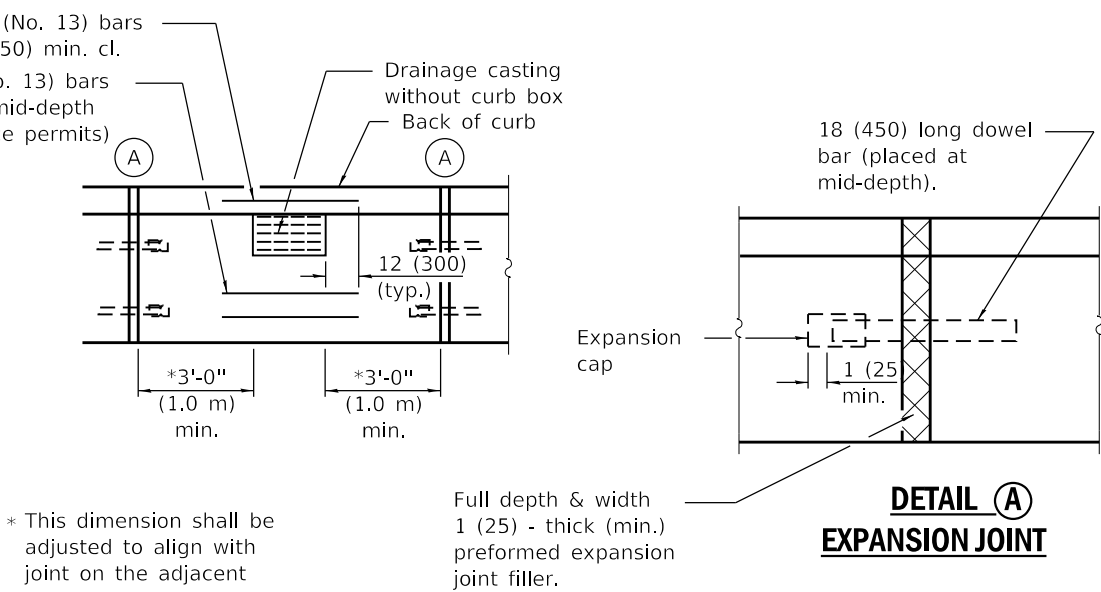
DATE	REVISIONS
1-1-15	Revised dimensions of frame and alternate curb box.
1-1-09	Switched units to English (metric).

FRAME AND GRATE TYPE 11V

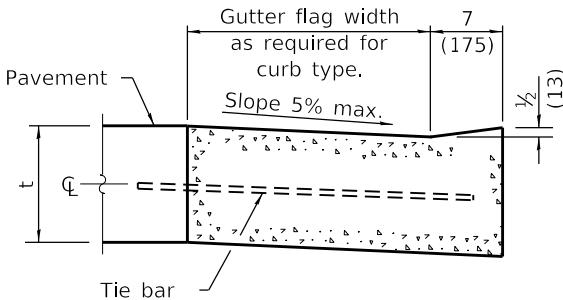
STANDARD 604056-04



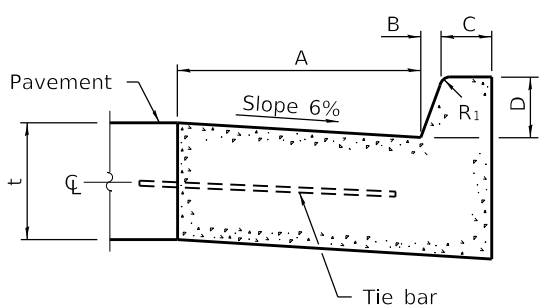
PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE



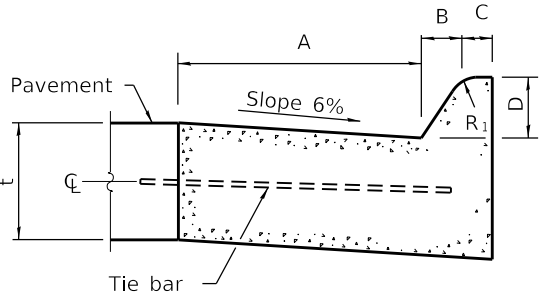
DETAIL A
EXPANSION JOINT



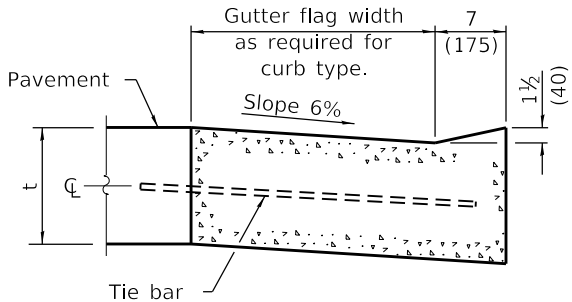
DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED



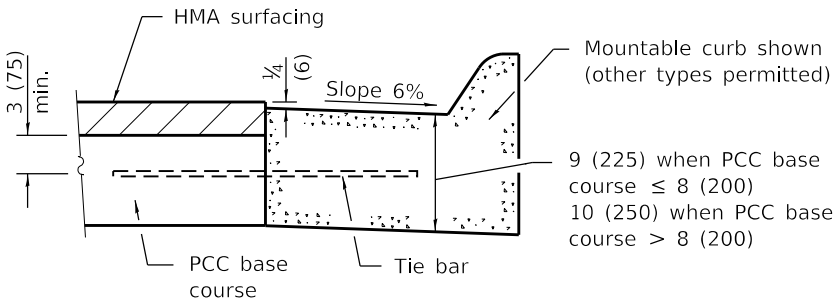
BARRIER CURB



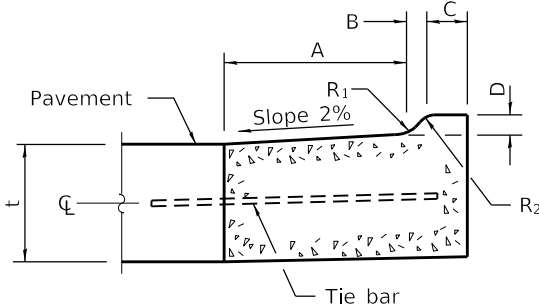
MOUNTABLE CURB



DEPRESSED CURB (TYPICAL)



ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



M-2.06 (M-5.15) and M-2.12 (M-5.30)

TYPE	A	B	C	D	R ₁
B-6.06 *	6	1	6	6	1
(B-15.15)	(150)	(25)	(150)	(150)	(25)
B-6.12	12	1	6	6	1
(B-15.3)	(300)	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(B-15.45)	(450)	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(B-15.60)	(600)	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(B-22.30)	(300)	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(B-22.45)	(450)	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(B-22.60)	(600)	(50)	(125)	(225)	(25)

* For corner islands only.

TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

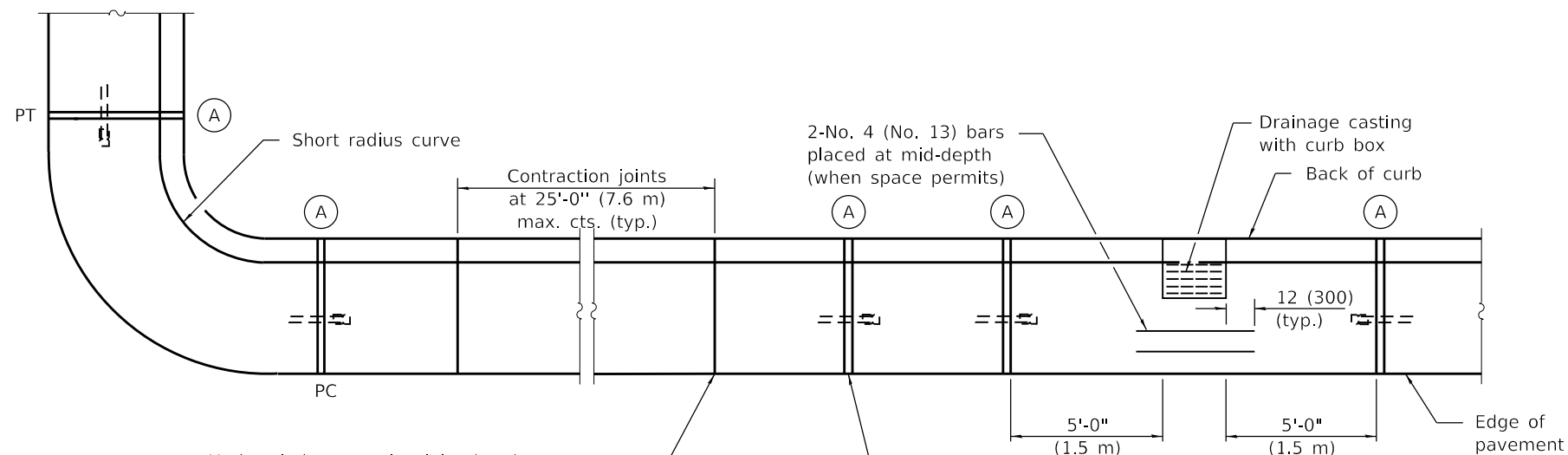
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-22	Revised contraction joint spacing adjacent to pcc pavement.
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 1 of 2)

STANDARD 606001-08

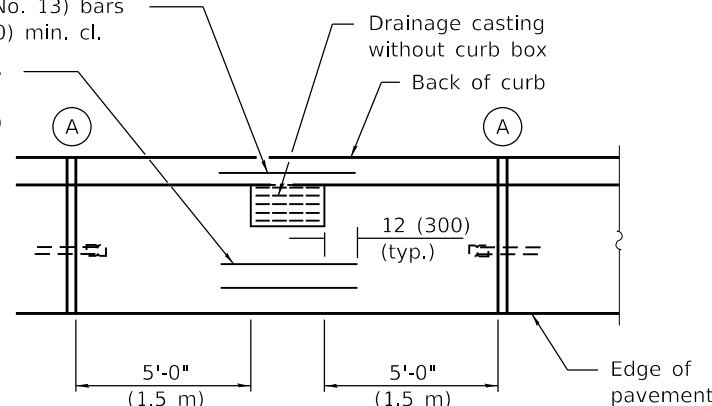


Undoweled contraction joint (typ.) construction options:

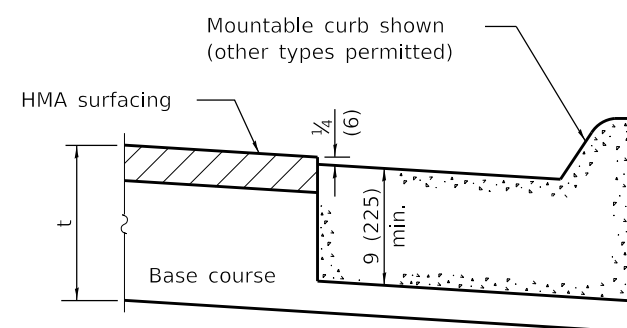
1. Form with $\frac{1}{8}$ (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert $\frac{3}{4}$ (20) thick preformed joint filler full depth and width.

Construction joint 2-No. 4 (No. 13) bars with 2 (50) min. cl.

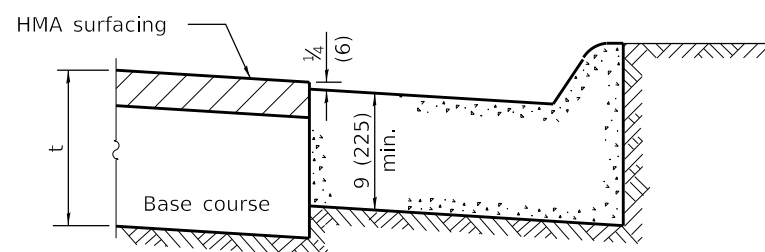
2-No. 4 (No. 13) bars placed at mid-depth (when space permits)



PLAN

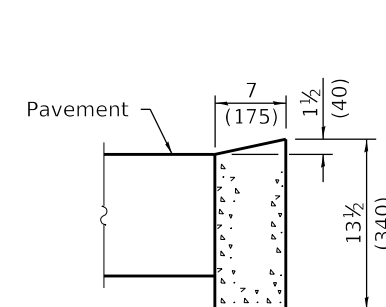


ON DISTURBED SUBGRADE

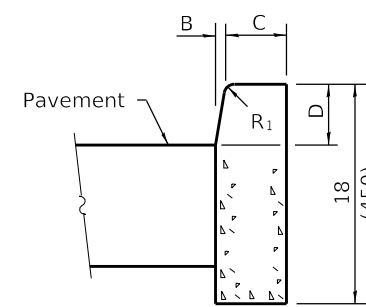


ON UNDISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT

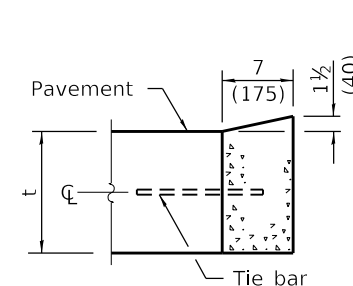


DEPRESSED CURB

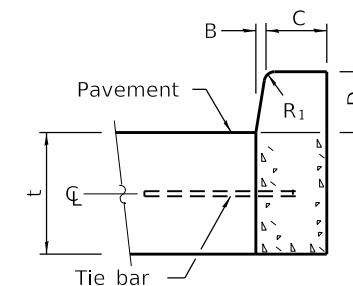


BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB



BARRIER CURB

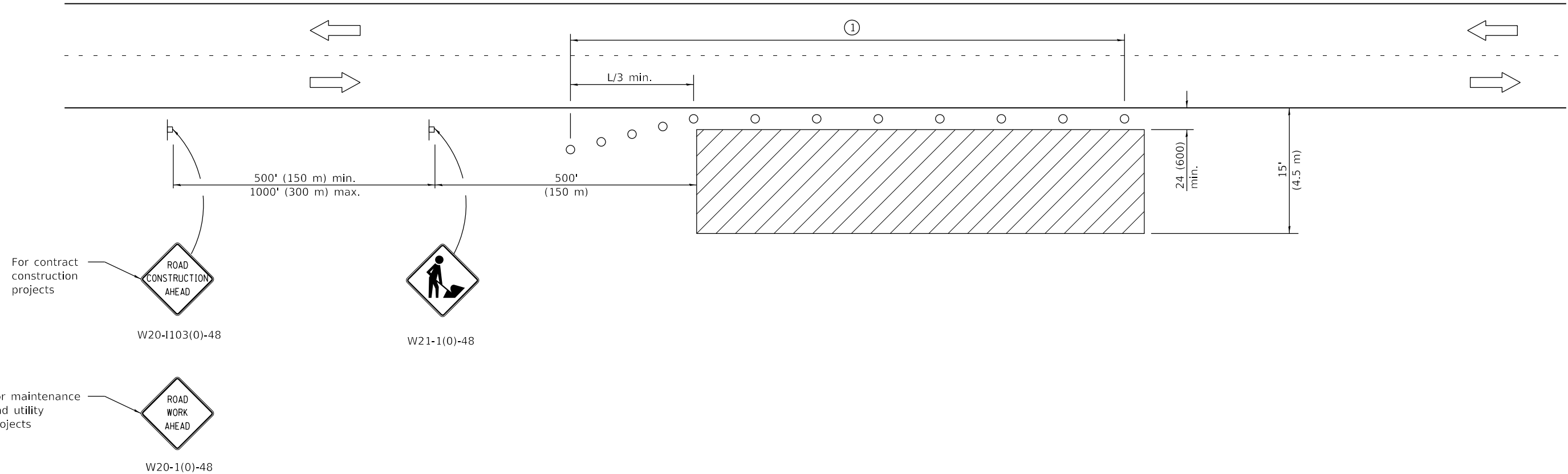
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 2 of 2)

STANDARD 606001-08



TYPICAL APPLICATIONS

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Delineator installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

SYMBOLS

- Work area
- Sign
- Cone, drum or barricade

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

Illinois Department of Transportation

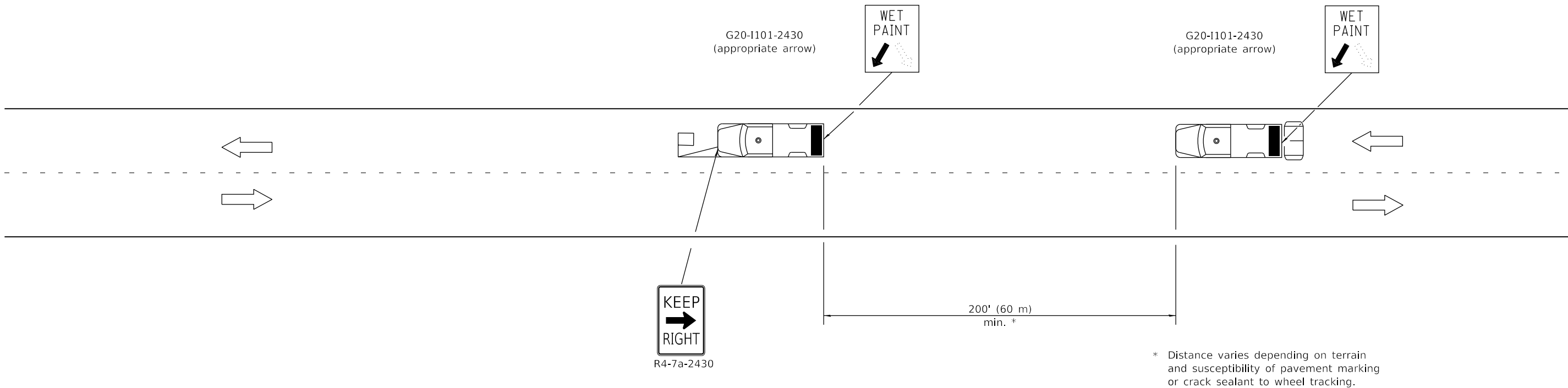
PASSED January 1, 2014

ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2014

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



TYPICAL APPLICATIONS

- Landscaping work
- Utility work
- Pavement marking
- Weed spraying
- Roadometer measurements
- Debris cleanup
- Crack pouring

SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light. (visible from all directions)
- 18x18 (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE		REVISIONS
1-1-09	Switched units to	
	English (metric). Omitted	
	Pass With Care sign.	
1-1-00	Elim. speed restrictions	
	in Standard title.	

LANE CLOSURE 2L, 2W
MOVING OPERATIONS-
DAY ONLY

STANDARD 701311-03

Illinois Department of Transportation

PASSED

January 1, 2009

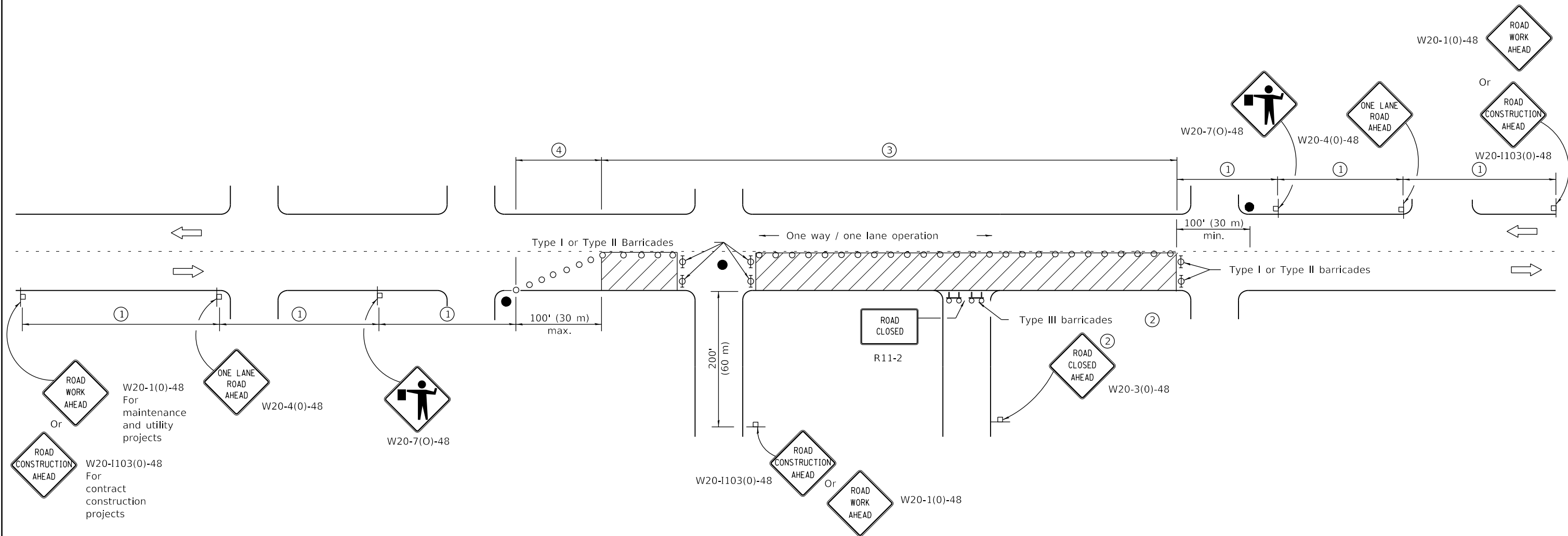
ENGINEER OF OPERATIONS

APPROVED

January 1, 2009

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

-  Work area
-  Cone, drum or barricade (not required for moving operations)
-  Sign on portable or permanent support
-  Flagger with traffic control sign
-  Barricade or drum with flashing light
-  Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

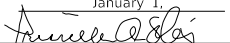
All dimensions are in inches (millimeters) unless otherwise shown.

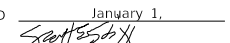
DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign No.'s.

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

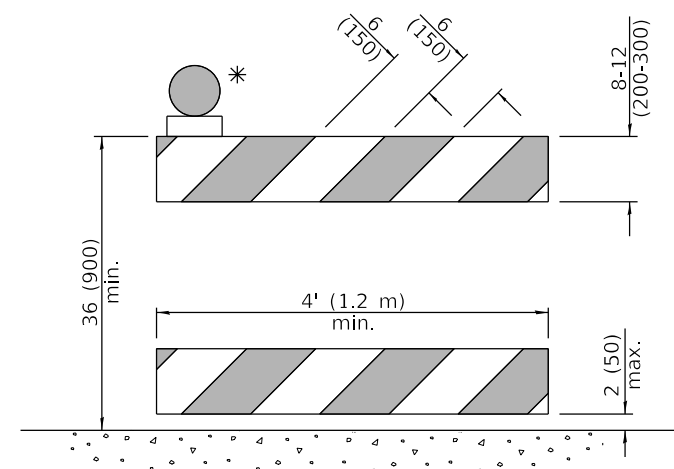
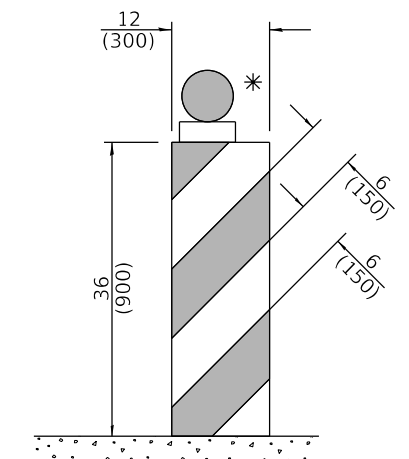
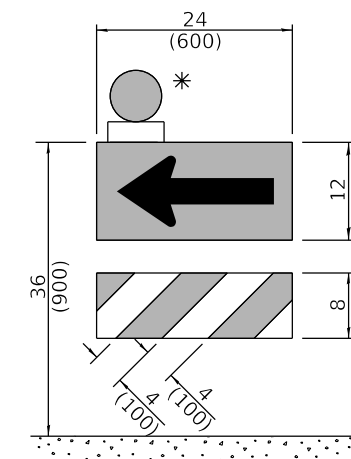
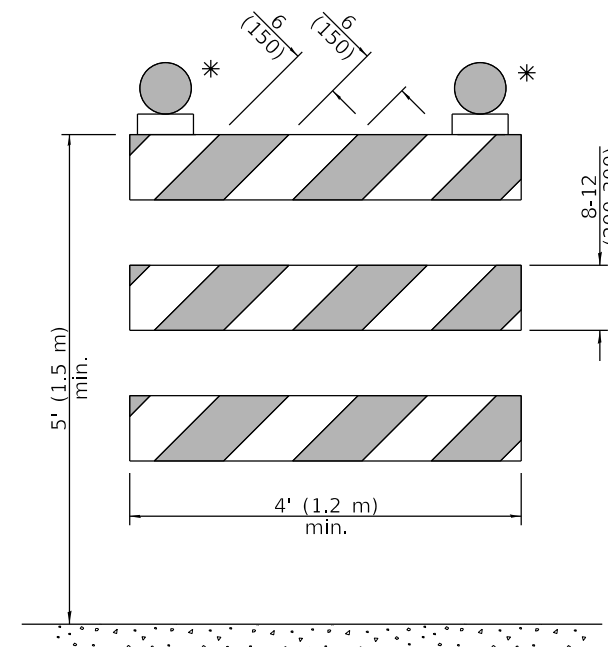
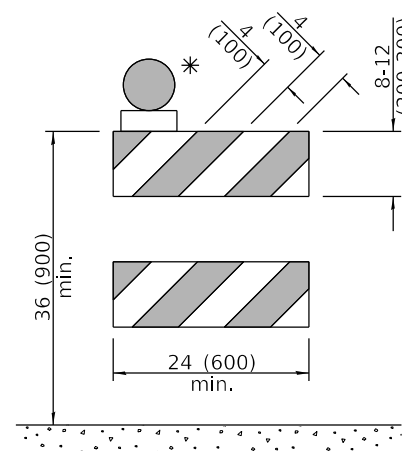
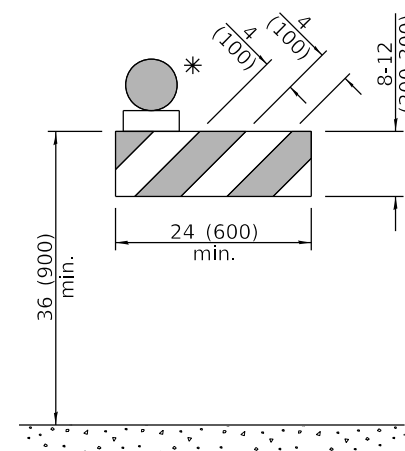
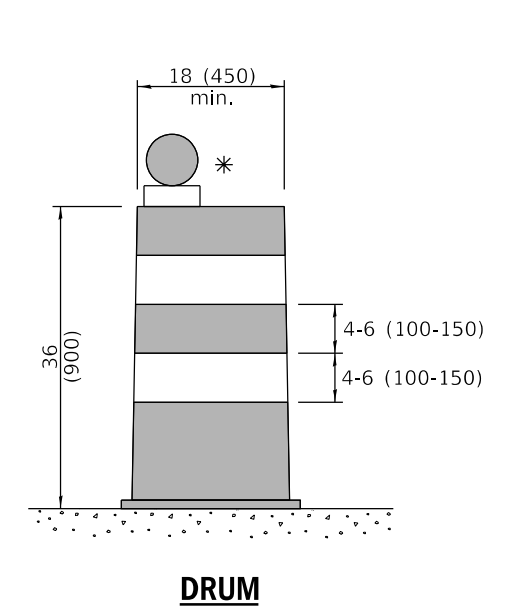
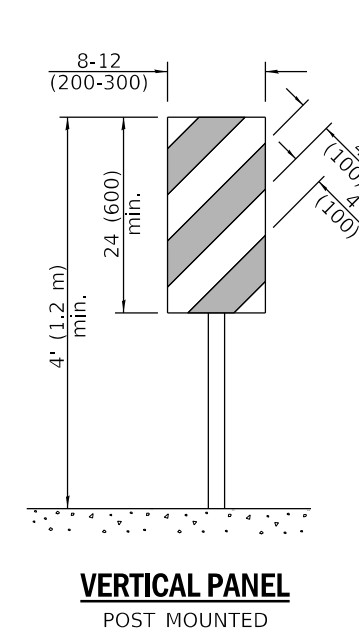
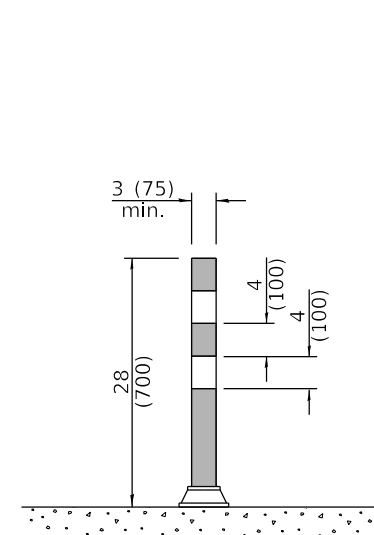
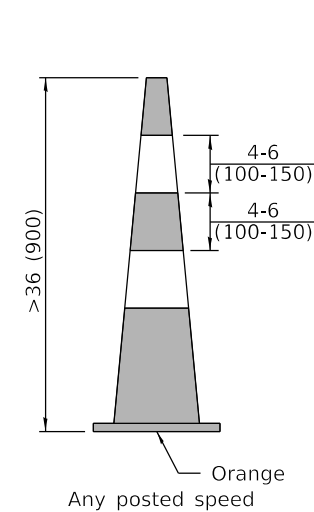
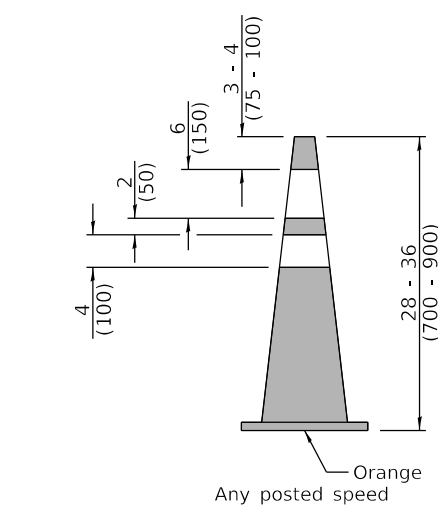
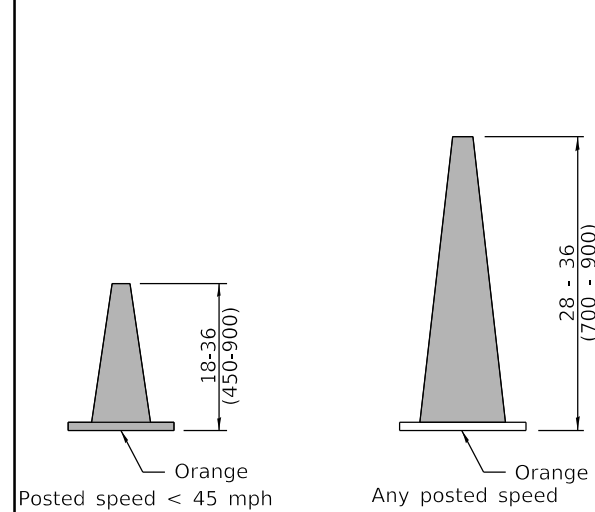
STANDARD 701501-06

 Illinois Department of Transportation

PASSED January 1, 2011

ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

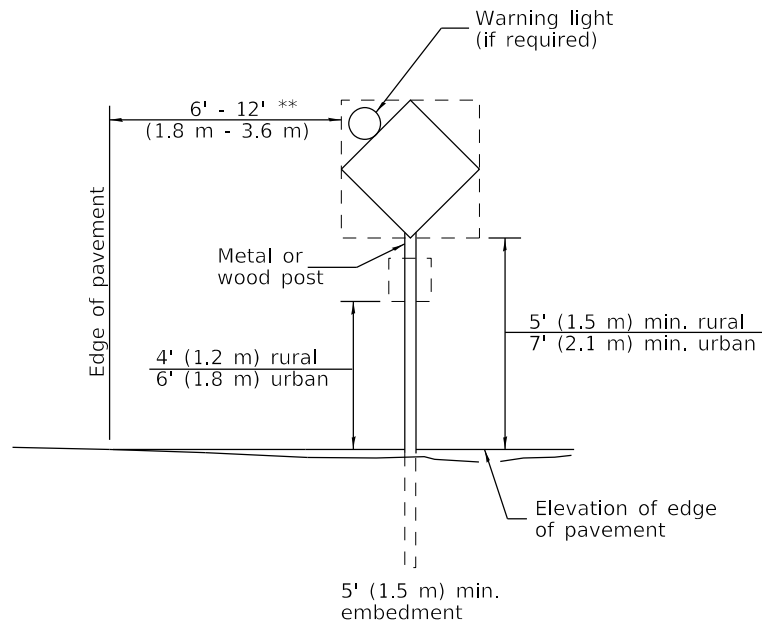
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised cone usage and
	added cones > 36" (900 m) height
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from
	orange to white background.

TRAFFIC CONTROL DEVICES

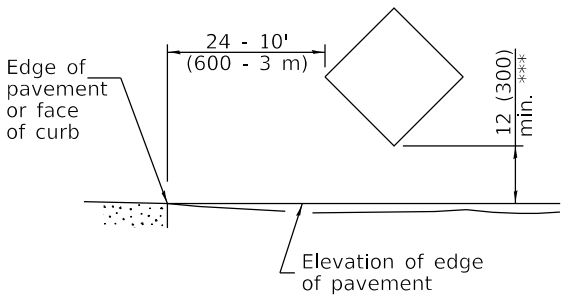
(Sheet 1 of 3)

STANDARD 701901-08



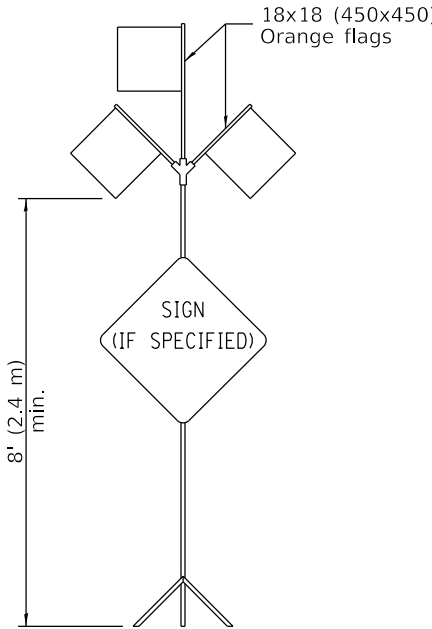
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES	END CONSTRUCTION
G20-I104(0)-6036	G20-I105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE	W21-III5(0)-3618
SPEED LIMIT XX	R2-1-3648
PHOTO ENFORCED	R10-I108p-3618 ****
\$XXX FINE MINIMUM	R2-I106p-3618

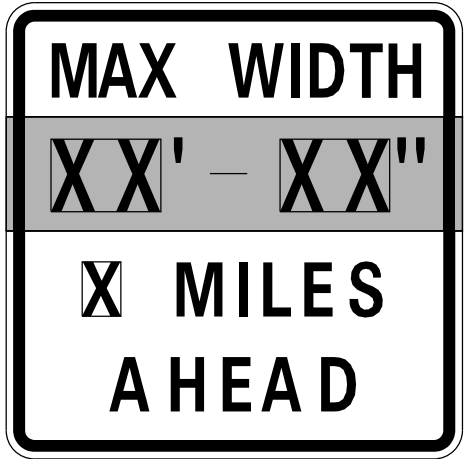
Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT	G20-I103-6036

This sign shall be used when the above sign assembly is used.

**HIGHWAY CONSTRUCTION
SPEED ZONE SIGNS**

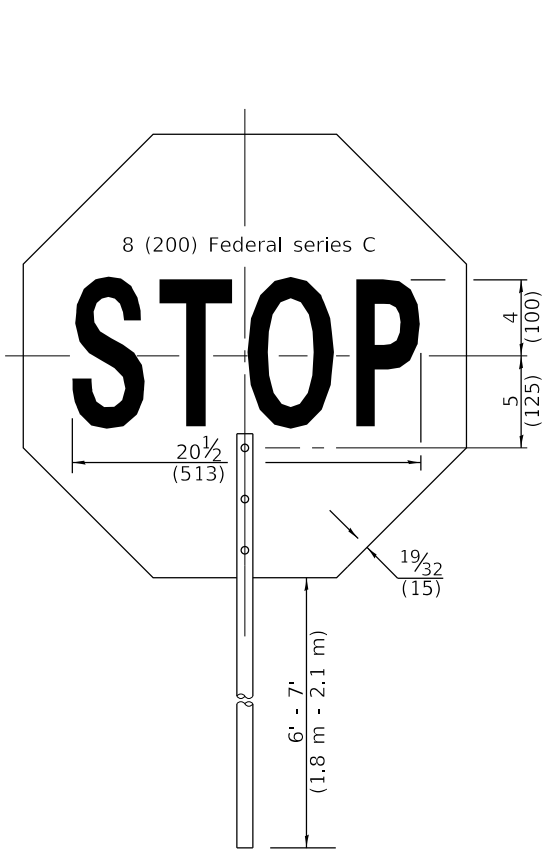
**** R10-I108p shall only be used along roadways under the jurisdiction of the State.



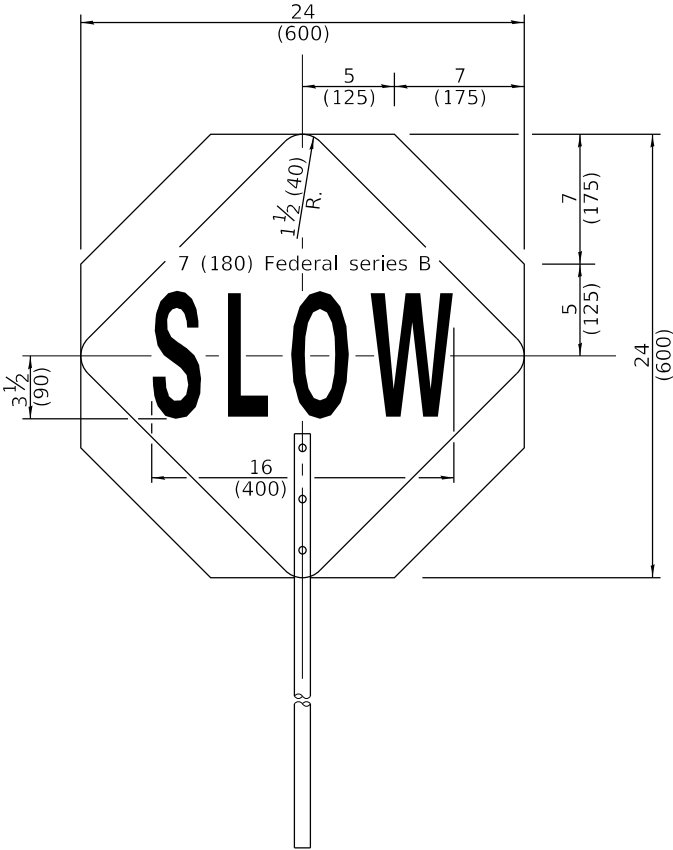
W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

APPROVED January 1, 2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019

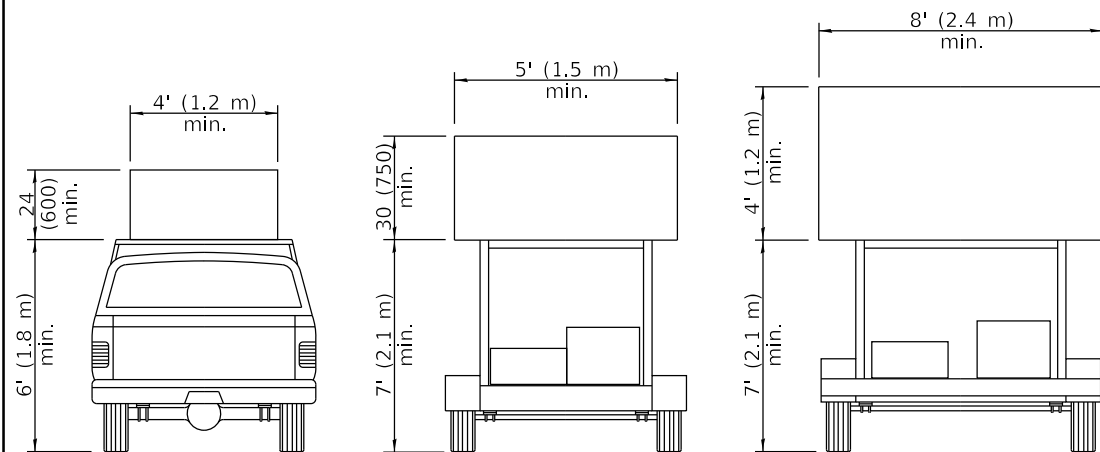
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

**TRAFFIC CONTROL
DEVICES**

(Sheet 2 of 3)

STANDARD 701901-08

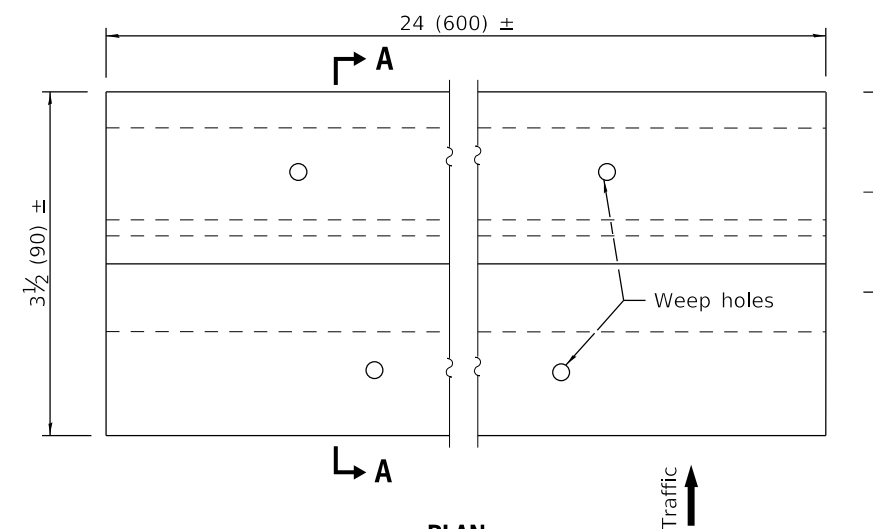


**TYPE A
ROOF
MOUNTED**

**TYPE B
ROOF OR TRAILER
MOUNTED**

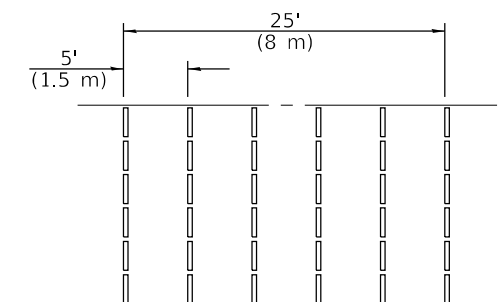
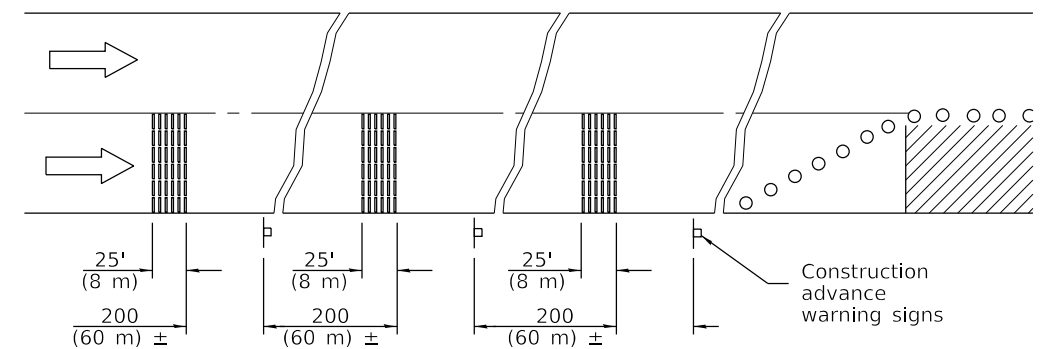
**TYPE C
TRAILER
MOUNTED**

ARROW BOARDS



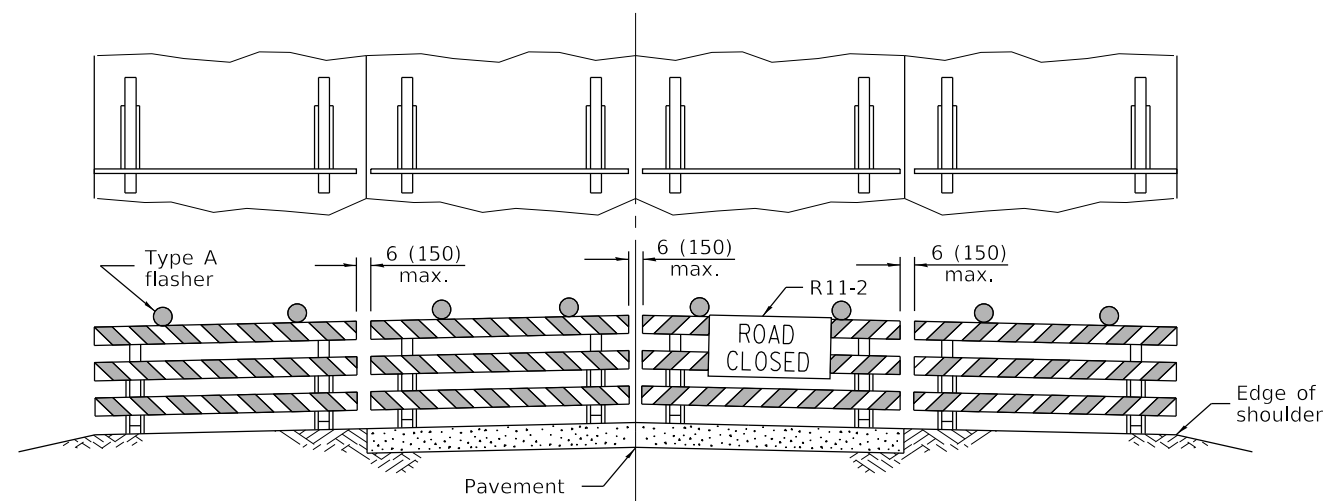
PLAN

SECTION A-A



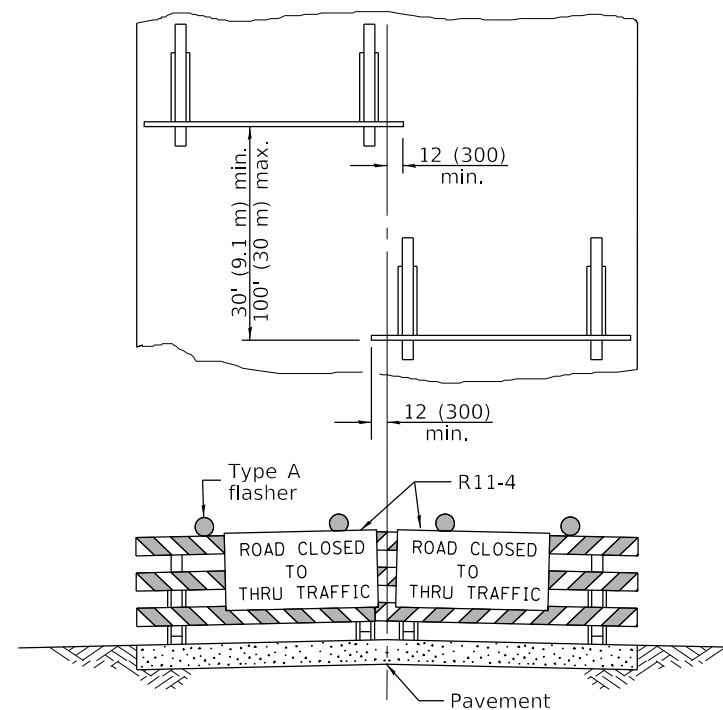
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

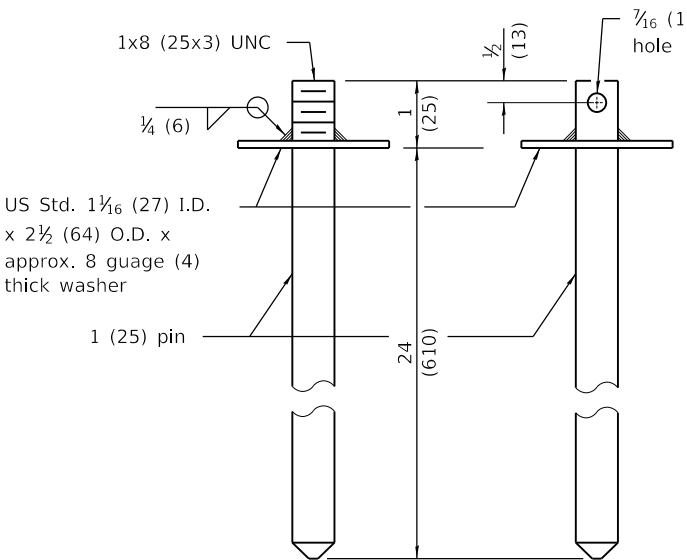
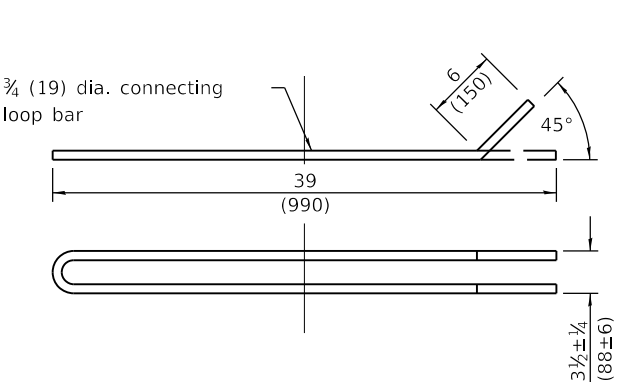
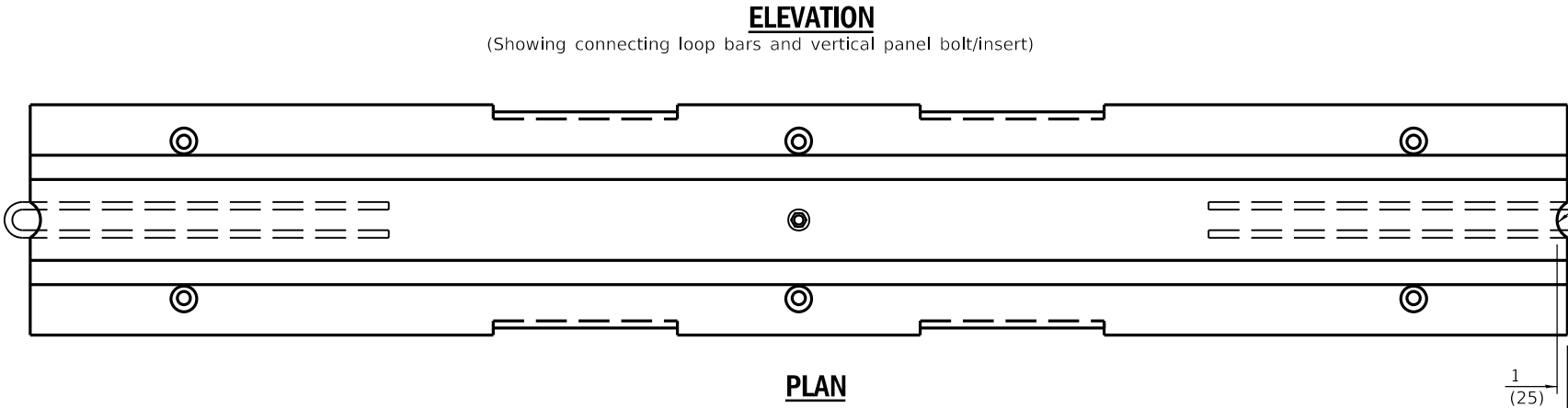
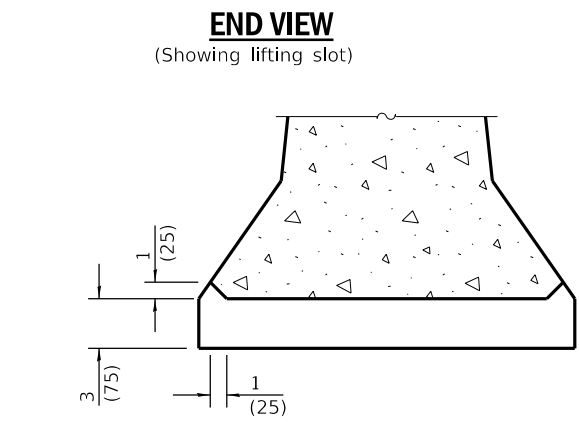
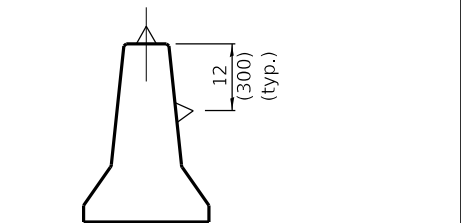
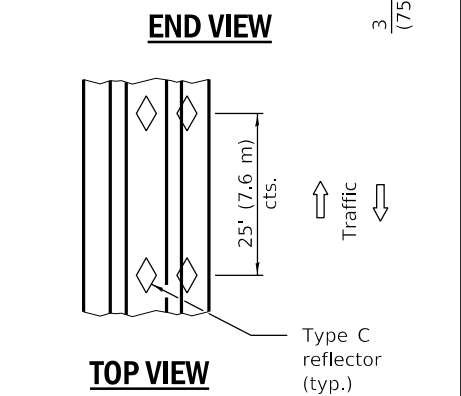
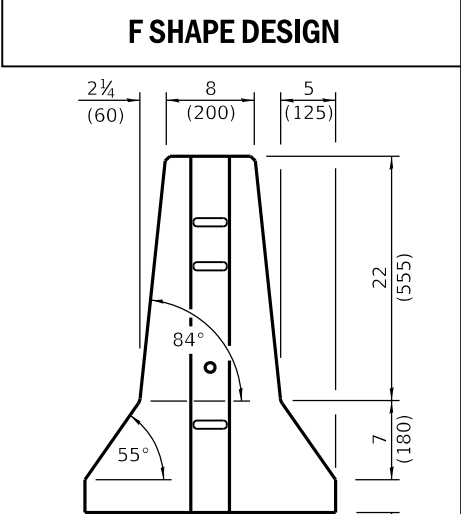
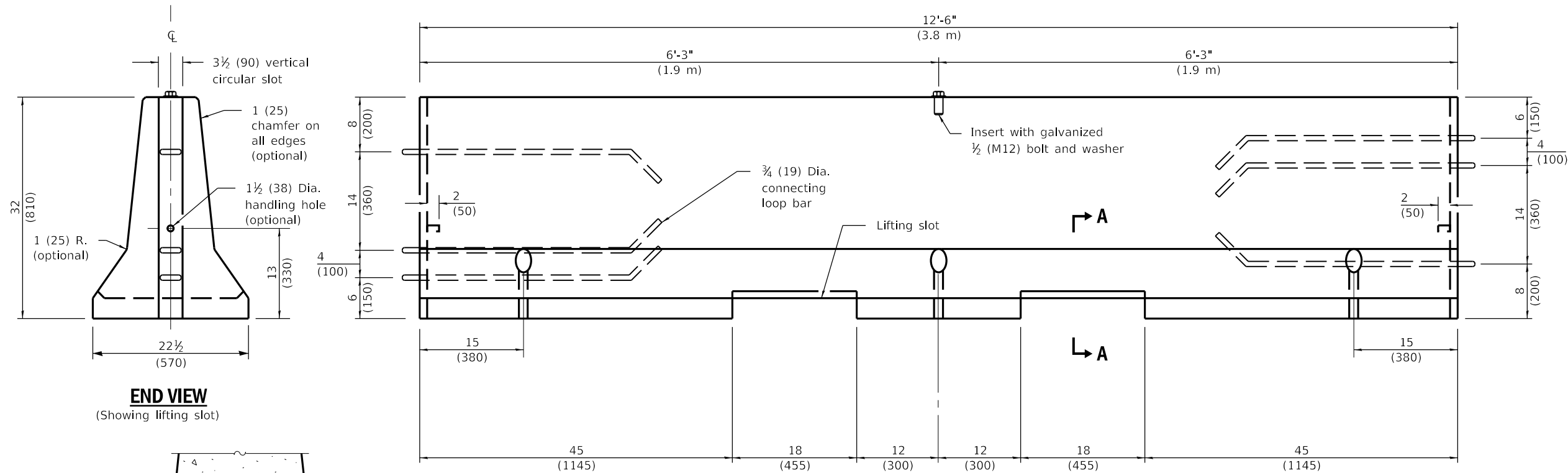
Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-08



2 1/2 (63) measured from face of barrier to end of loop bar

GENERAL NOTES

Each F shape barrier shall be clearly marked with "ILLINOIS F SHAPE", the Producer's mark and the date of manufacture. The markings shall be indented on the barrier or painted thereon with waterproof paint/ink.

The insert for the 1/2 (M12) bolt shall be capable of 3,000 lb (13 kN) pull-out strength.

When barrier separates opposing flows of traffic markers shall be on both sides of barrier.

See Standard 782006 for dimensions of Type C reflector.

All dimensions are in inches (millimeters) unless otherwise shown.

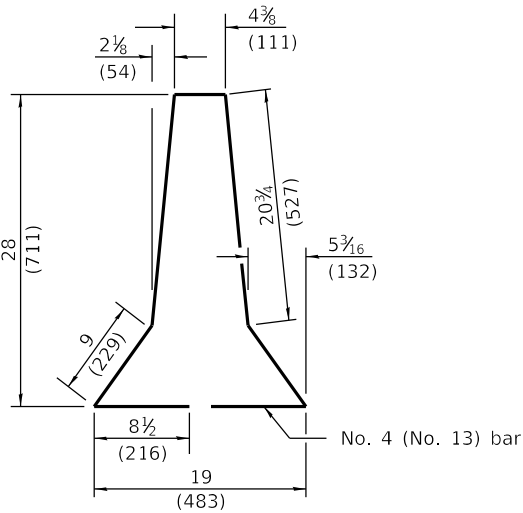
DATE	REVISIONS
4-1-16	Rev. opt. chamfer on all edges to 1 (25). Reference to Std. 635011 now 782006.
1-1-12	Omitted 'ALTERNATE' from connecting and anchoring pins detail.

TEMPORARY CONCRETE BARRIER

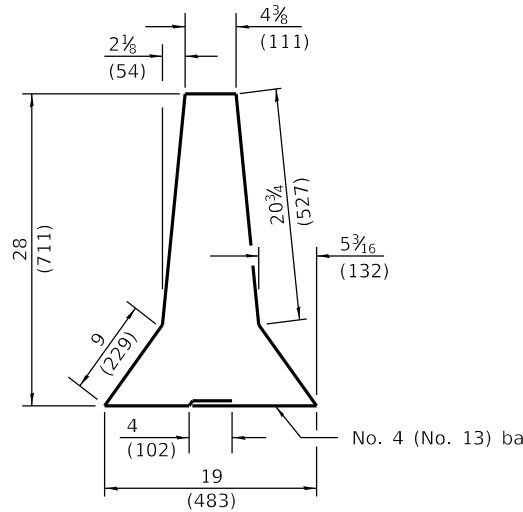
(Sheet 1 of 2)

STANDARD 704001-08

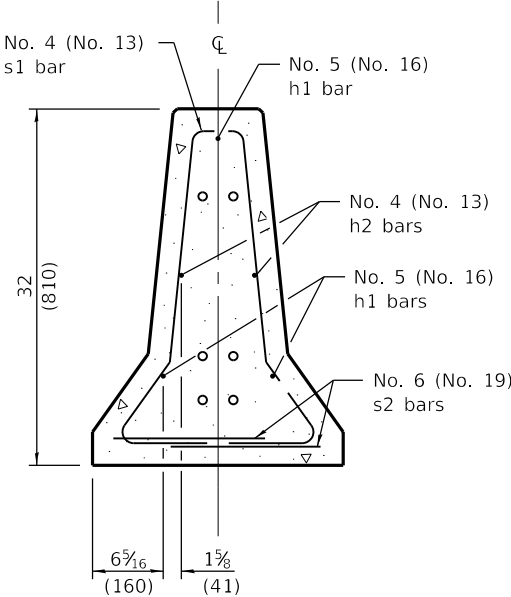
F SHAPE DESIGN



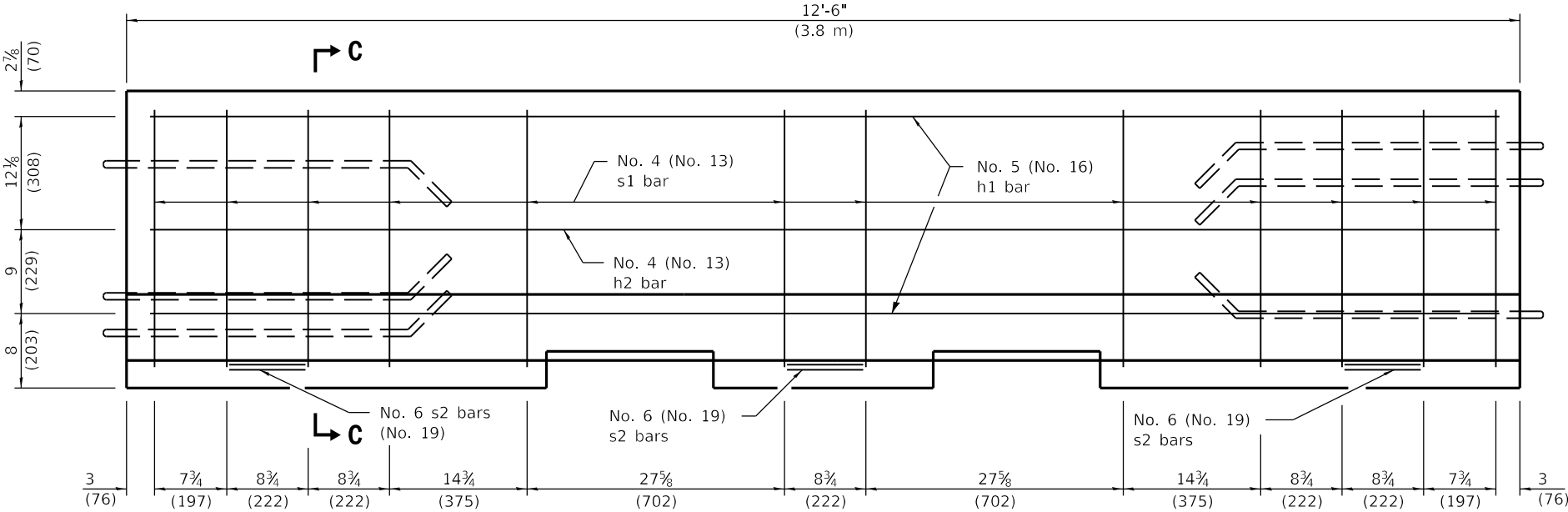
s1 BAR



ALTERNATE s1 BAR

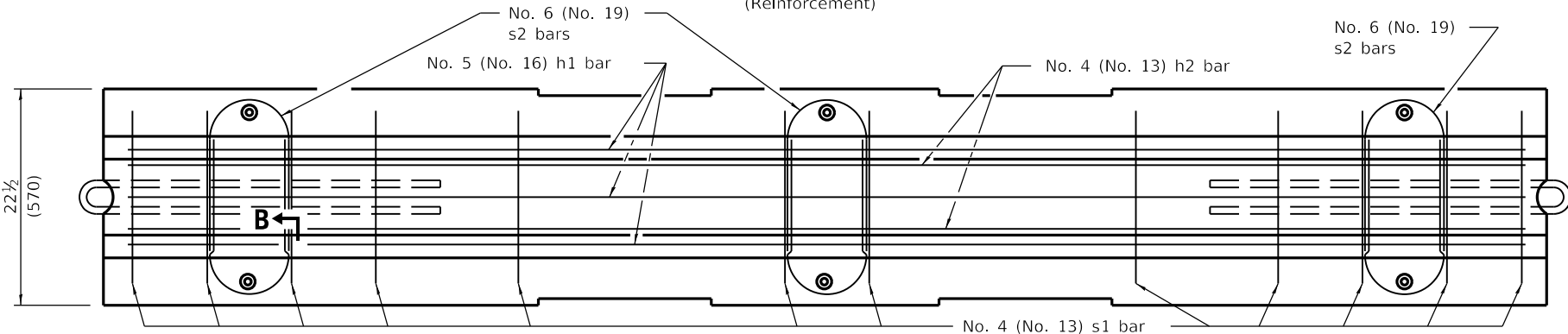


SECTION C-C

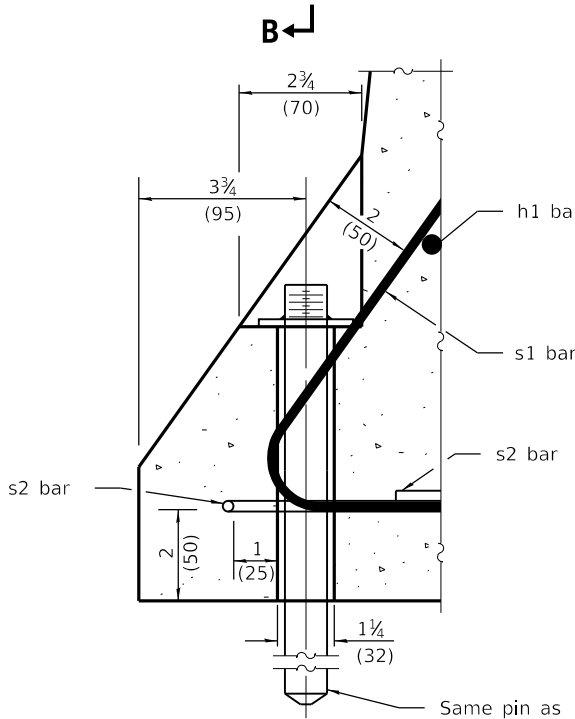


ELEVATION

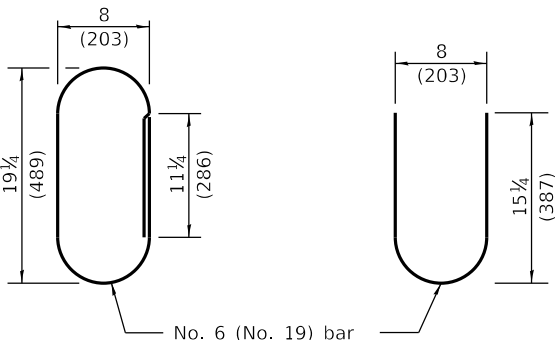
(Reinforcement)



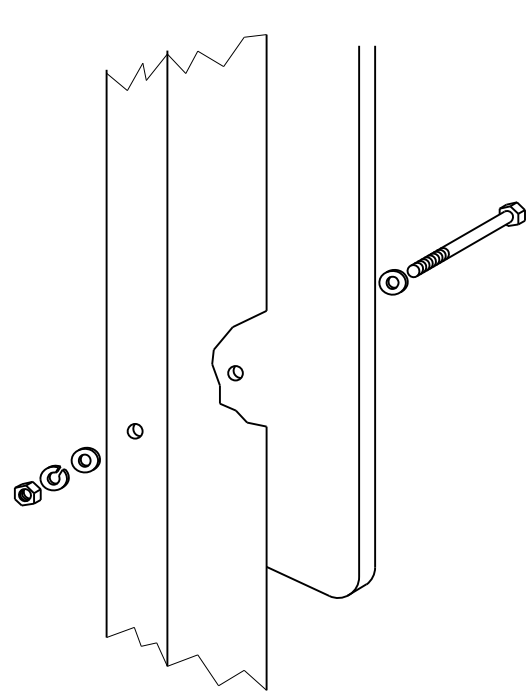
PLAN



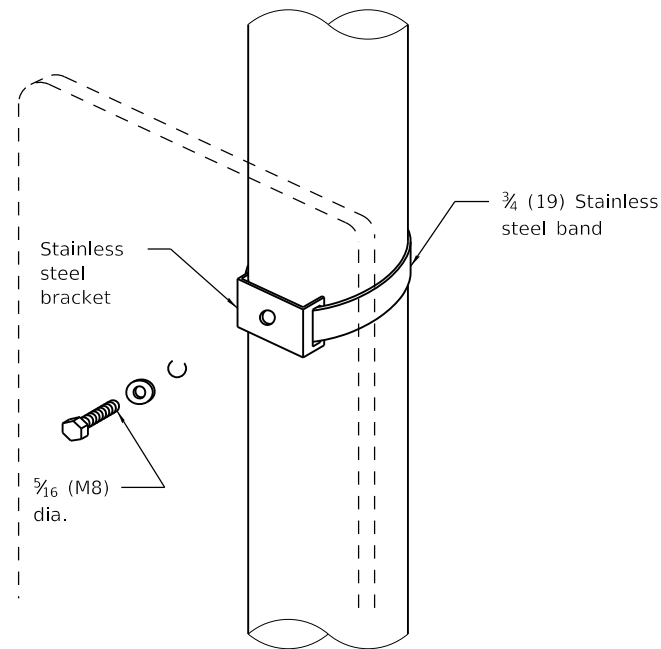
SECTION B-B
ANCHORING DETAIL



ALTERNATE s2 BARS

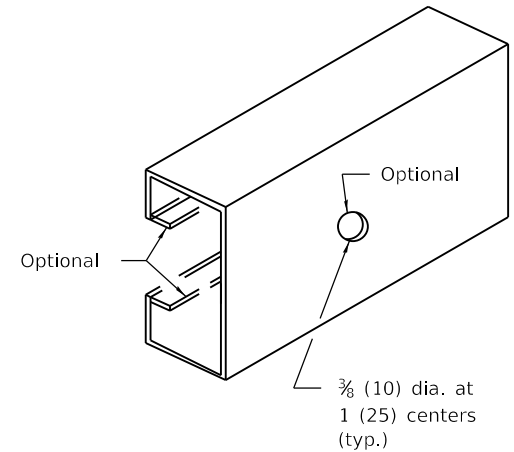
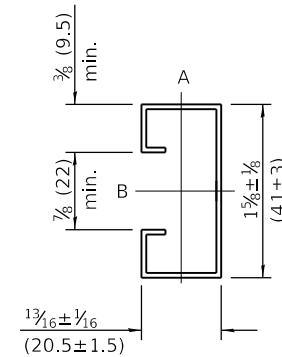


Sign panel 36 (900) wide or less

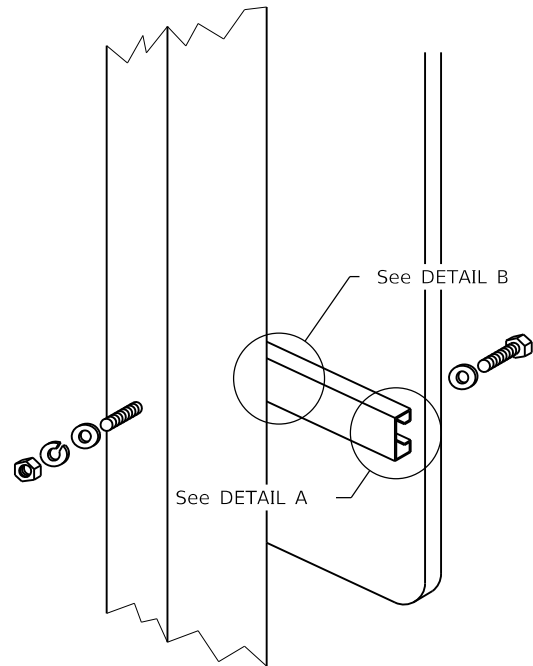


Sign panel 36 (900) wide or less

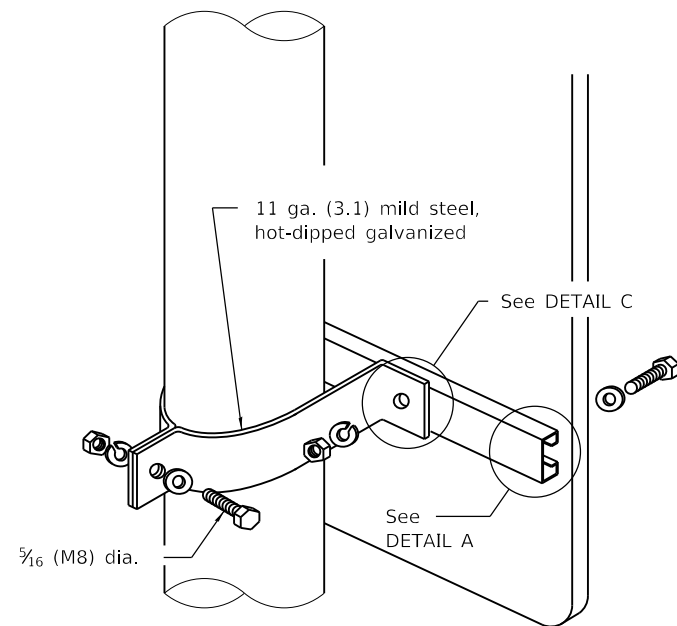
Section modulus (minimum)	Axis A	Axis B
Steel	0.050 in. ³ (819 mm ³)	0.105 in. ³ (1720 mm ³)
Aluminum	0.150 in. ³ (2458 mm ³)	0.315 in. ³ (5162 mm ³)



SUPPORTING CHANNEL DETAILS



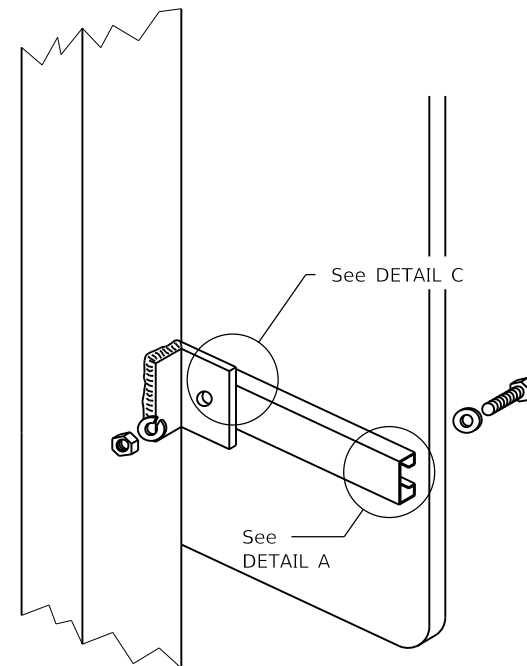
Sign panel over 36 (900) wide



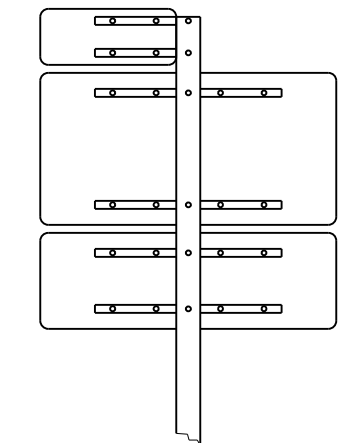
Sign panel over 36 (900) wide

WOOD OR TELESCOPING STEEL POSTS

LIGHT OR SIGNAL STANDARDS



ROUTE MARKER ASSEMBLY



BREAKAWAY STEEL TUBING POSTS (All sign panel sizes)

All dimensions are in inches (millimeters) unless otherwise shown.

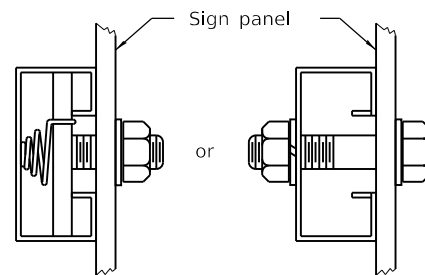
DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-97	Renum. Standard 2319-6.

SIGN PANEL MOUNTING DETAILS

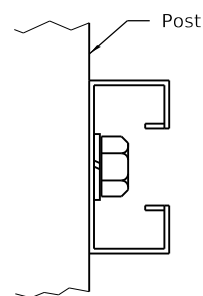
STANDARD 720001-01

	Illinois Department of Transportation
PASSED	January 1, 2009
ENGINEER OF OPERATIONS	
APPROVED	January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT	

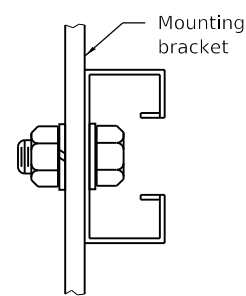
ISSUED 1-1-97



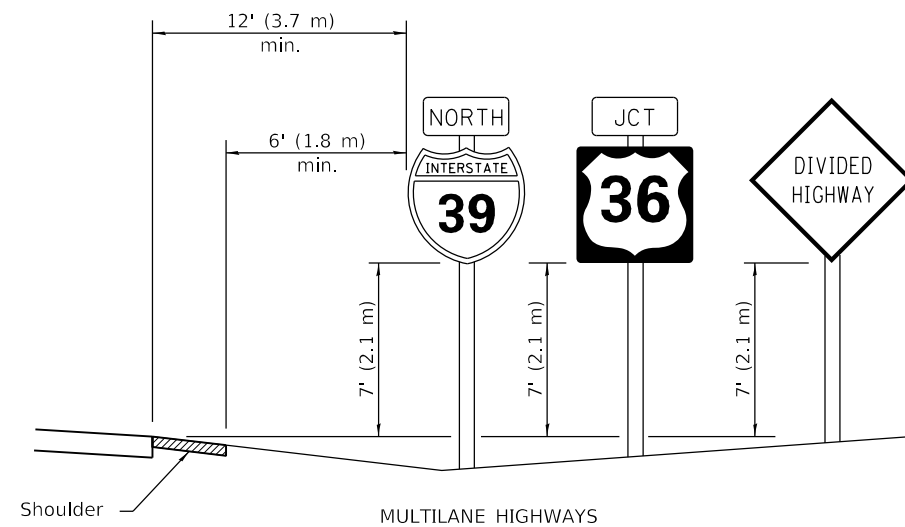
DETAIL A



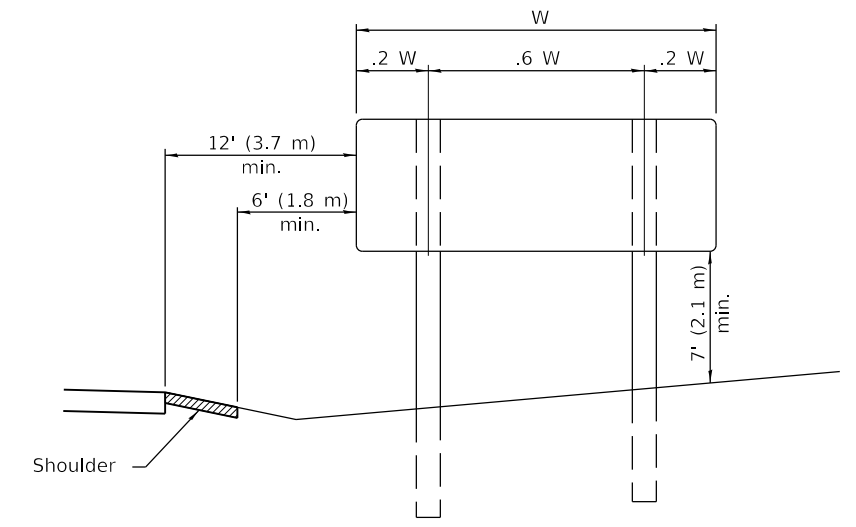
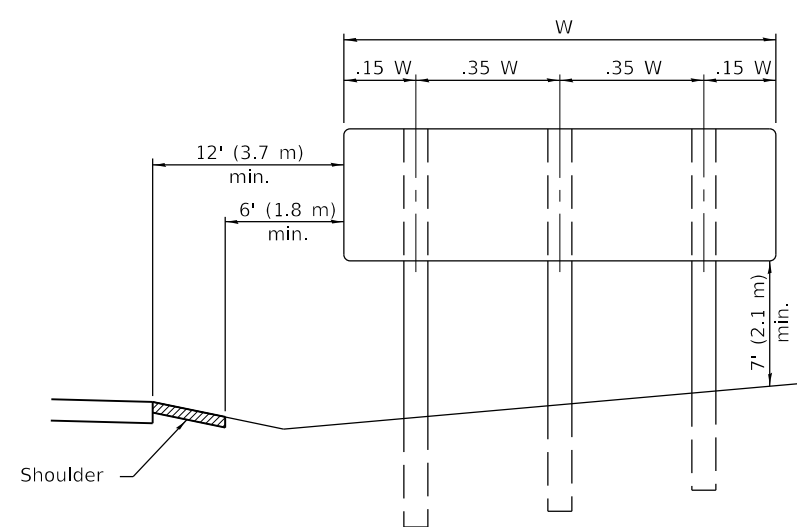
DETAIL B



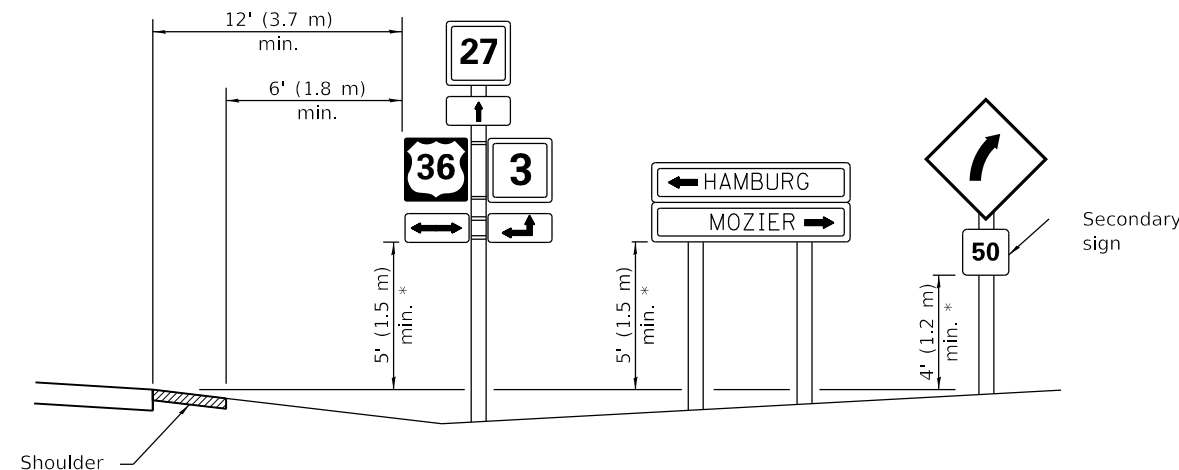
DETAIL C



MULTILANE HIGHWAYS

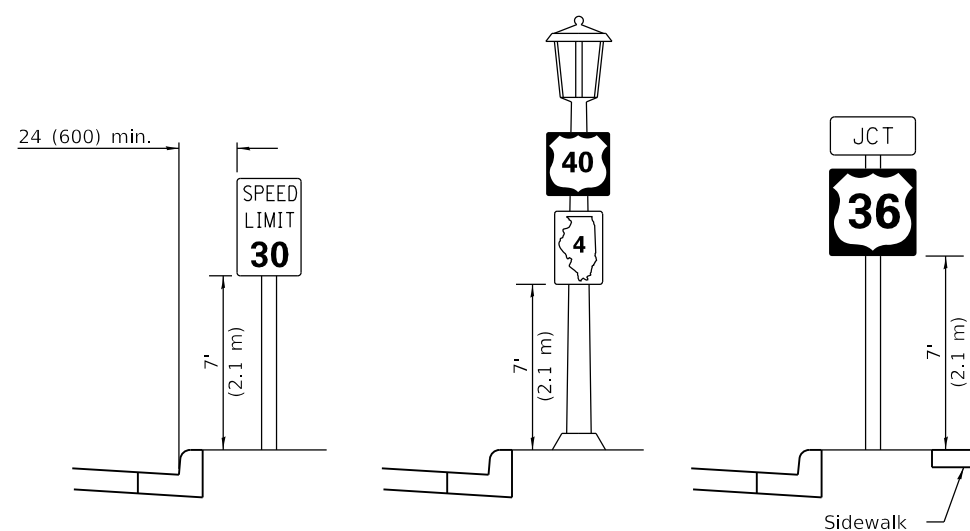


POST SPACING FOR NON-FREEWAY SIGN PANELS



* In any area where parking is likely to occur or where there are obstructions to view or where signs are located over sidewalks, the height shall be at least 7' (2.1 m).

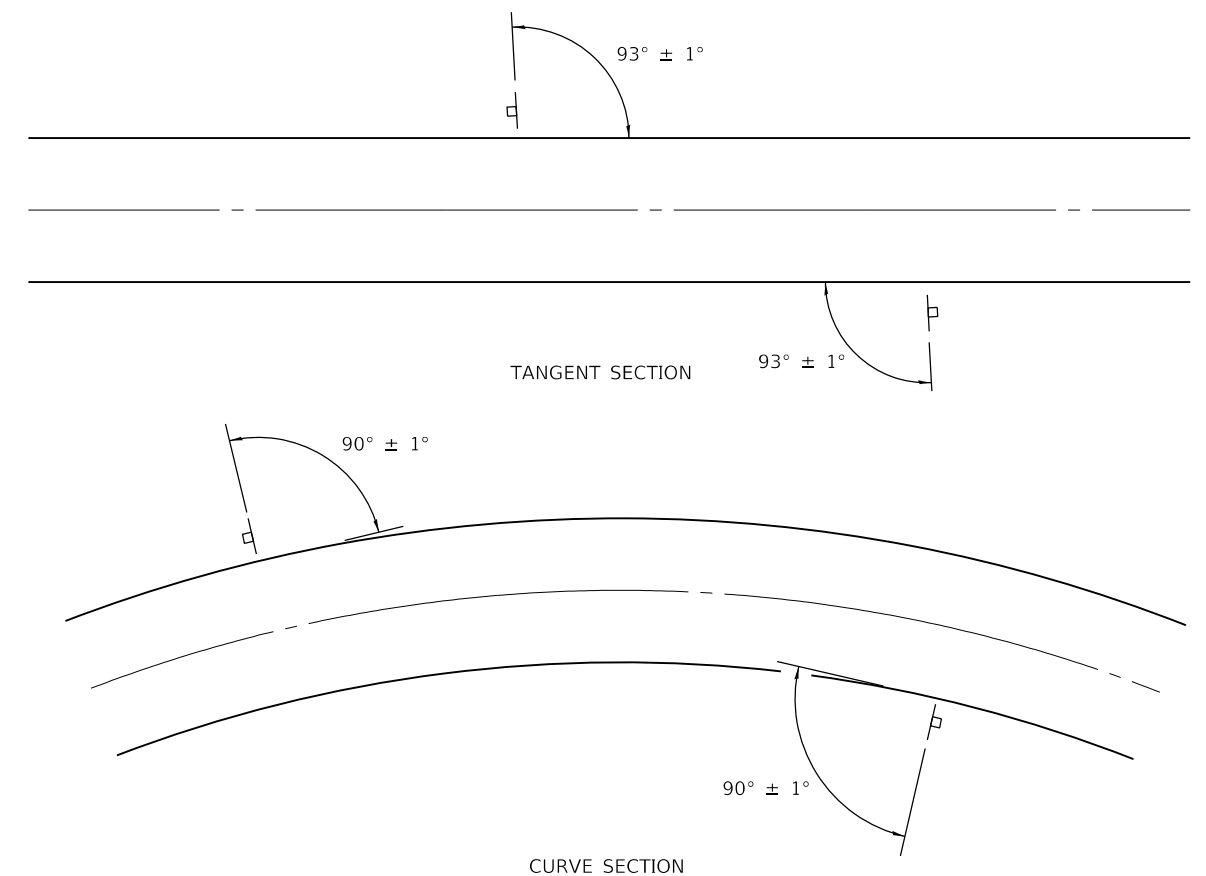
TWO LANE RURAL HIGHWAYS



URBAN LOCATIONS

TYPICAL INSTALLATIONS

Signs in any area shall be erected to a uniform height above the edge of the pavement.



GROUND MOUNT SIGN POSITIONING

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2014

ENGINEER OF OPERATIONS

APPROVED January 1, 2014

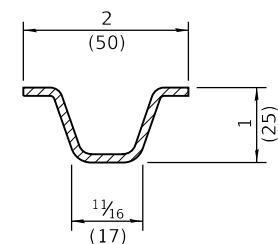
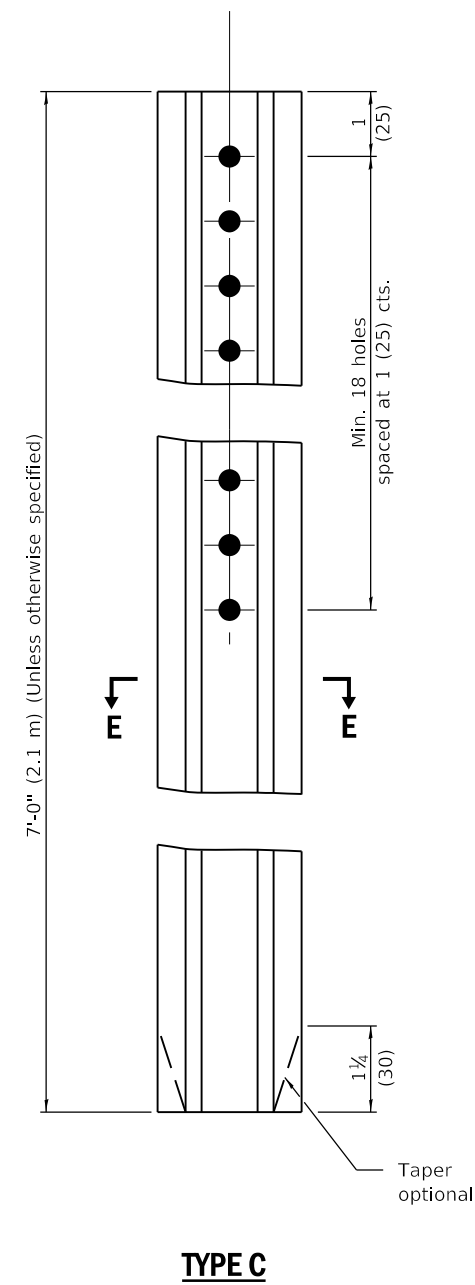
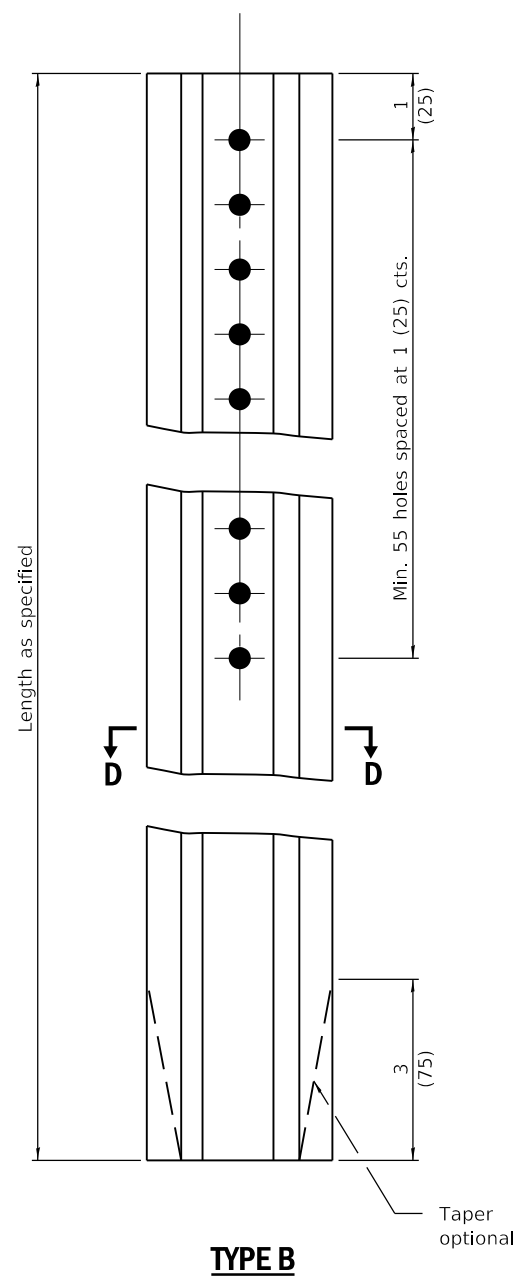
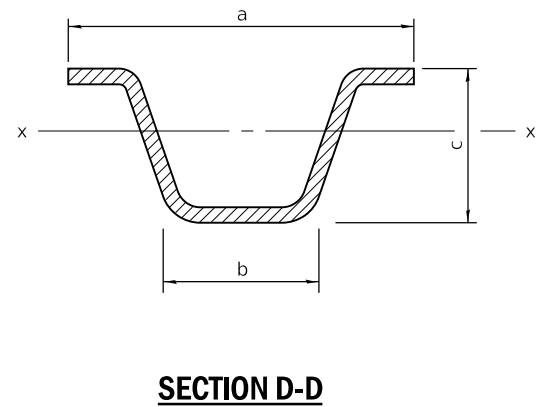
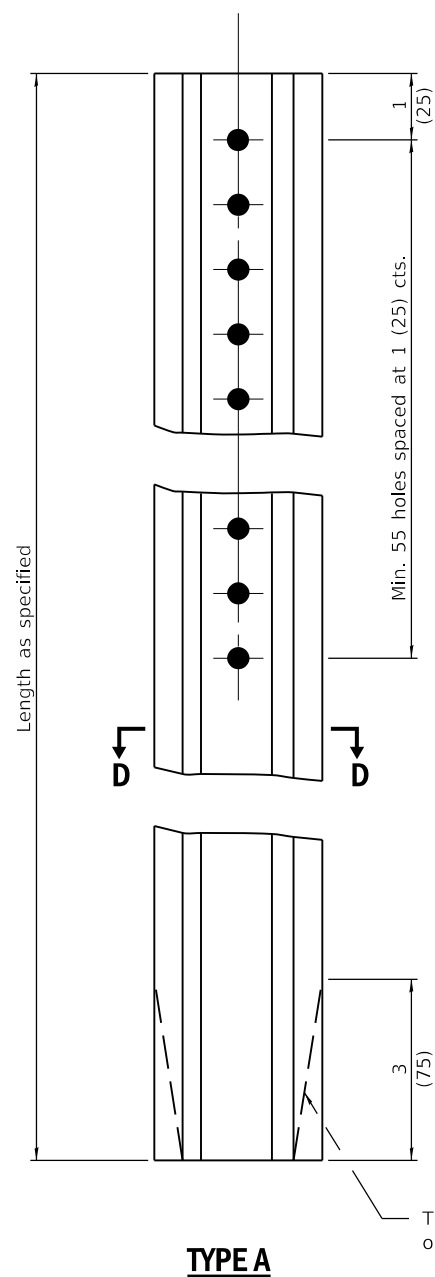
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-14	Added shoulders and slopes.
	Changed sign distances
	from roadway and shoulder.
1-1-12	Rev. sign elev. for multilane
	hwy's. Revised sign elev. and
	dist. to curb for rural loc.

SIGN PANEL ERECTION DETAILS

STANDARD 720006-04



Steel - 1.12 lbs./ft. (1.67 kg/m)

		a	b	c	Sx-x in. ³ (mm ³)	lbs./ft. (kg/m)
TYPE A	Steel	3 1/16 (78)	1 1/2 (32)	1 1/16 (37)	0.223 (3,654)	2.00 (2.98)
	Aluminum	3 1/2 (89)	1 3/4 (41)	1 1/4 (48)	0.435 (7,128)	0.90 (1.34)
TYPE B	Steel	3 3/16 (81)	1 1/2 (32)	1 1/2 (38)	0.341 (5,588)	3.00 (4.46)
	Aluminum	4 3/8 (118)	2 1/4 (57)	2 3/8 (60)	0.888 (14,552)	1.30 (1.93)

GENERAL NOTES

Dimensions shown for cross sections are minimum.

All holes are 3/8 (10).

Sx-x is the minimum section modulus about the x-x axis of the post as shown. For posts in which holes are punched or drilled for more than half their length, Sx-x shall be computed for the net section.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2009

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2009

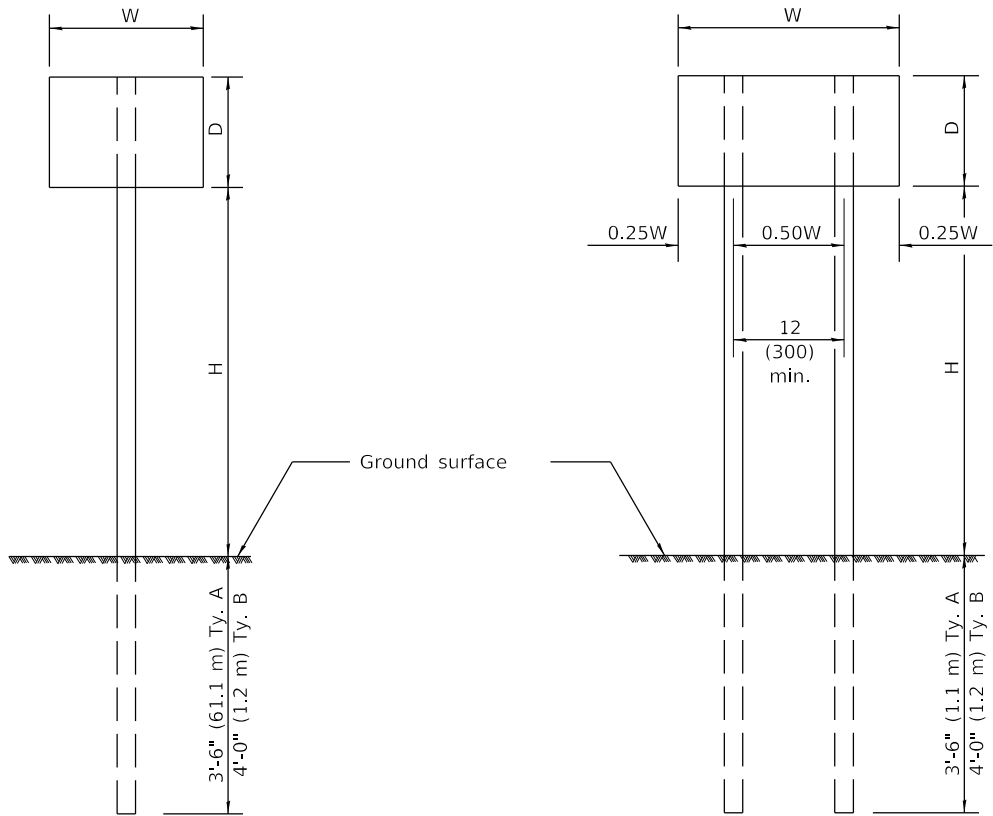
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-97	Renum. Standard 2350-4.

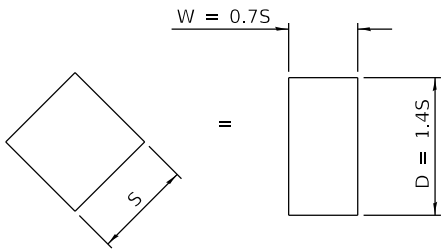
METAL POSTS FOR SIGNS, MARKERS & DELINEATORS

STANDARD 720011-01



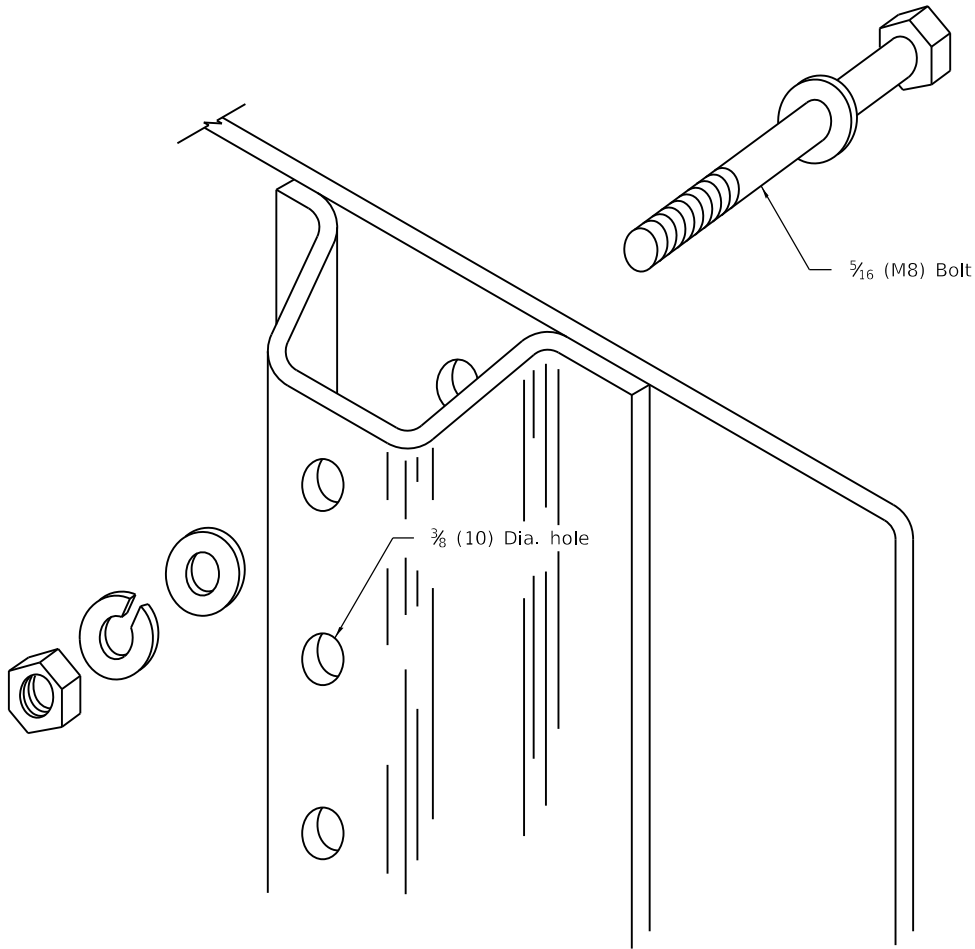
ONE POST INSTALLATION

TWO POST INSTALLATION



For diamond shaped sign with side S as shown, use required post size for a sign with W = 0.75 and D = 1.45.

SIGN DEPTH (D)	H	NO. AND TYPE OF POST FOR SIGN WIDTH (W)				
		12 (300)	18 (450)	24 (600)	30 (750)	36 (900)
18 (450)	5'-0" (1.5 m)	A	A	A	A	A
	5'-6" (1.7 m)	A	A	A	A	A
	6'-0" (1.8 m)	A	A	A	A	B
	6'-6" (2.0 m)	A	A	A	A	B
	7'-0" (2.1 m)	A	A	A	A	B
	7'-6" (2.3 m)	A	A	A	A	B
	8'-0" (2.4 m)	A	A	A	A	B
	8'-6" (2.6 m)	A	A	A	B	B
24 (600)	5'-0" (1.5 m)	A	A	A	A	B
	5'-6" (1.7 m)	A	A	A	A	B
	6'-0" (1.8 m)	A	A	A	B	B
	6'-6" (2.0 m)	A	A	A	B	B
	7'-0" (2.1 m)	A	A	A	B	B
	7'-6" (2.3 m)	A	A	A	B	B
	8'-0" (2.4 m)	A	A	A	B	2A
	8'-6" (2.6 m)	A	A	B	B	2A
30 (750)	5'-0" (1.5 m)	A	A	A	B	B
	5'-6" (1.7 m)	A	A	A	B	2A
	6'-0" (1.8 m)	A	A	A	B	2A
	6'-6" (2.0 m)	A	A	A	B	2A
	7'-0" (2.1 m)	A	A	B	B	2A
	7'-6" (2.3 m)	A	A	B	B	2A
	8'-0" (2.4 m)	A	A	B	B	2A
	8'-6" (2.6 m)	A	A	B	2A	2A
36 (900)	5'-0" (1.5 m)	A	A	B	B	2A
	5'-6" (1.7 m)	A	A	B	B	2A
	6'-0" (1.8 m)	A	A	B	B	2A
	6'-6" (2.0 m)	A	A	B	2A	2A
	7'-0" (2.1 m)	A	A	B	2A	2A
	7'-6" (2.3 m)	A	A	B	2A	2A
	8'-0" (2.4 m)	A	B	B	2A	2A
	8'-6" (2.6 m)	A	B	B	2A	2B
4'-0" (1.2 m)	5'-0" (1.5 m)	A	A	B	2A	2A
	5'-6" (1.7 m)	A	B	B	2A	2A
	6'-0" (1.8 m)	A	B	B	2A	2A
	6'-6" (2.0 m)	A	B	2A	2A	2B
	7'-0" (2.1 m)	A	B	2A	2A	2B
	7'-6" (2.3 m)	A	B	2A	2B	2B
	8'-0" (2.4 m)	A	B	2A	2B	2B
	8'-6" (2.6 m)	B	B	2B	2B	2B



DETAIL OF MOUNTING SIGN TO POST

NOTE: Minimum of 2 bolts per post required.

GENERAL NOTES

DESIGN: Current AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

LOADING: for 60 mph (95 km/h) wind velocity with 30% gust factor, normal to sign.

SOIL PRESSURE: Minimum allowable soil pressure 1.25 tsf (120 kPa).

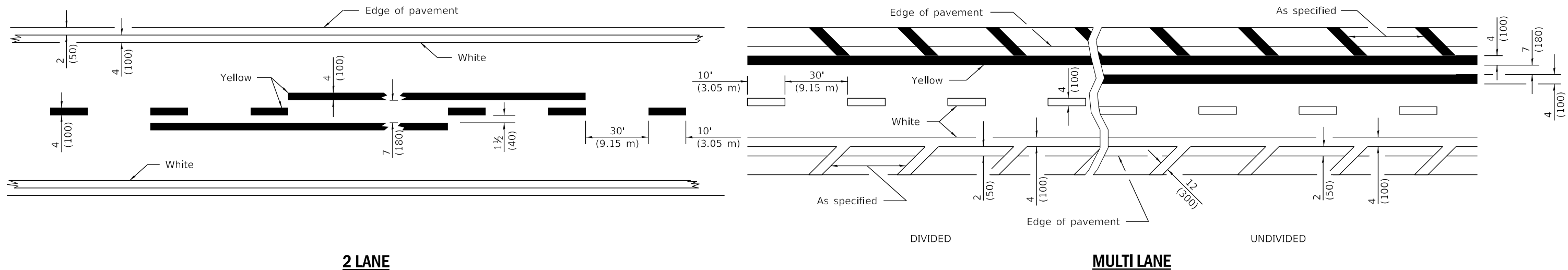
See Standard 720011 for details of Types A and B posts.

All dimensions are in inches (millimeters) unless otherwise shown.

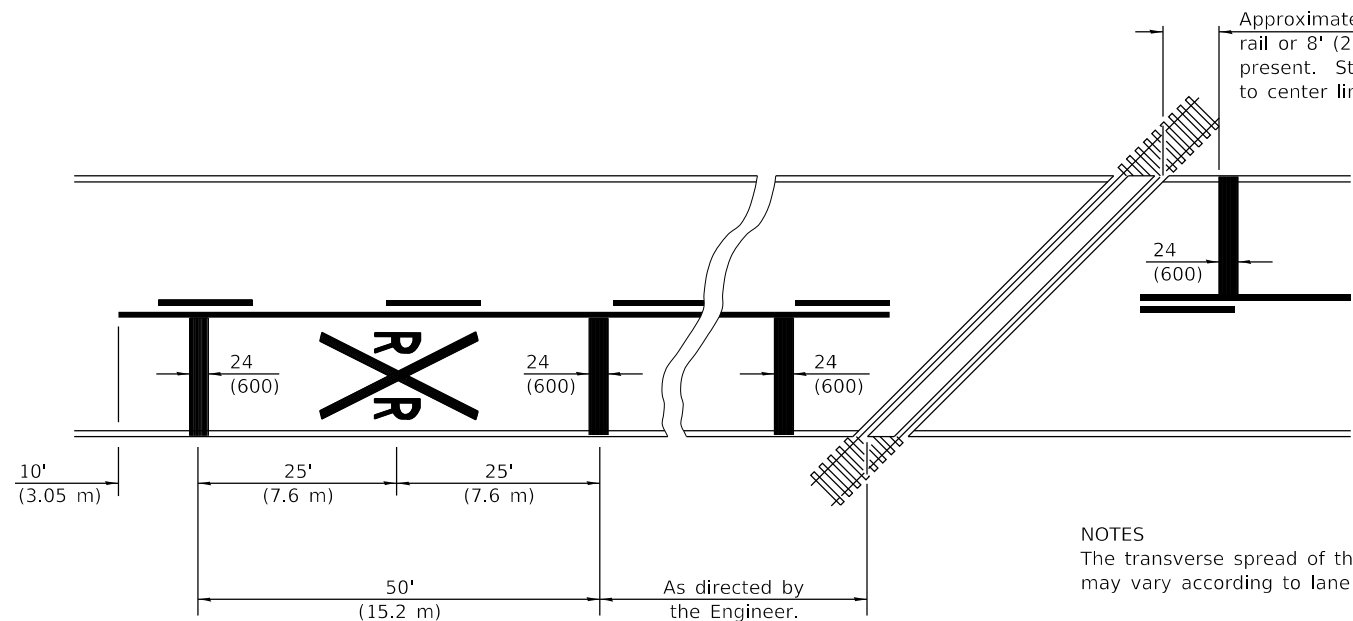
DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-97	Renum. Standard 2363-2.

APPLICATIONS OF TYPES A & B METAL POSTS (FOR SIGNS & MARKERS)

STANDARD 729001-01



LANE AND EDGE LINES

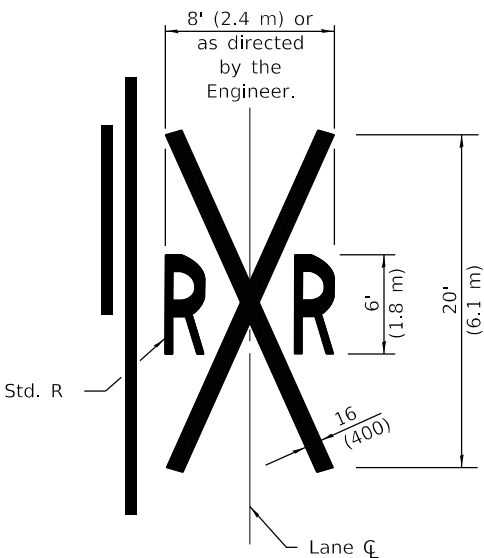


NOTES

The transverse spread of the "X" may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.



PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-15	Added symbols. Revised bike symbol. Revised note for stop line at RR crossing.
1-1-14	Added bike symbol. Renamed 'LANE DROP ARROW' detail to 'LANE-REDUCTION ARROW'.

TYPICAL PAVEMENT MARKINGS

(Sheet 1 of 3)

STANDARD 780001-05



Illinois Department of Transportation

PASSED

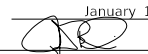
January 1, 2015



ENGINEER OF OPERATIONS

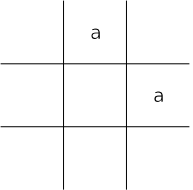
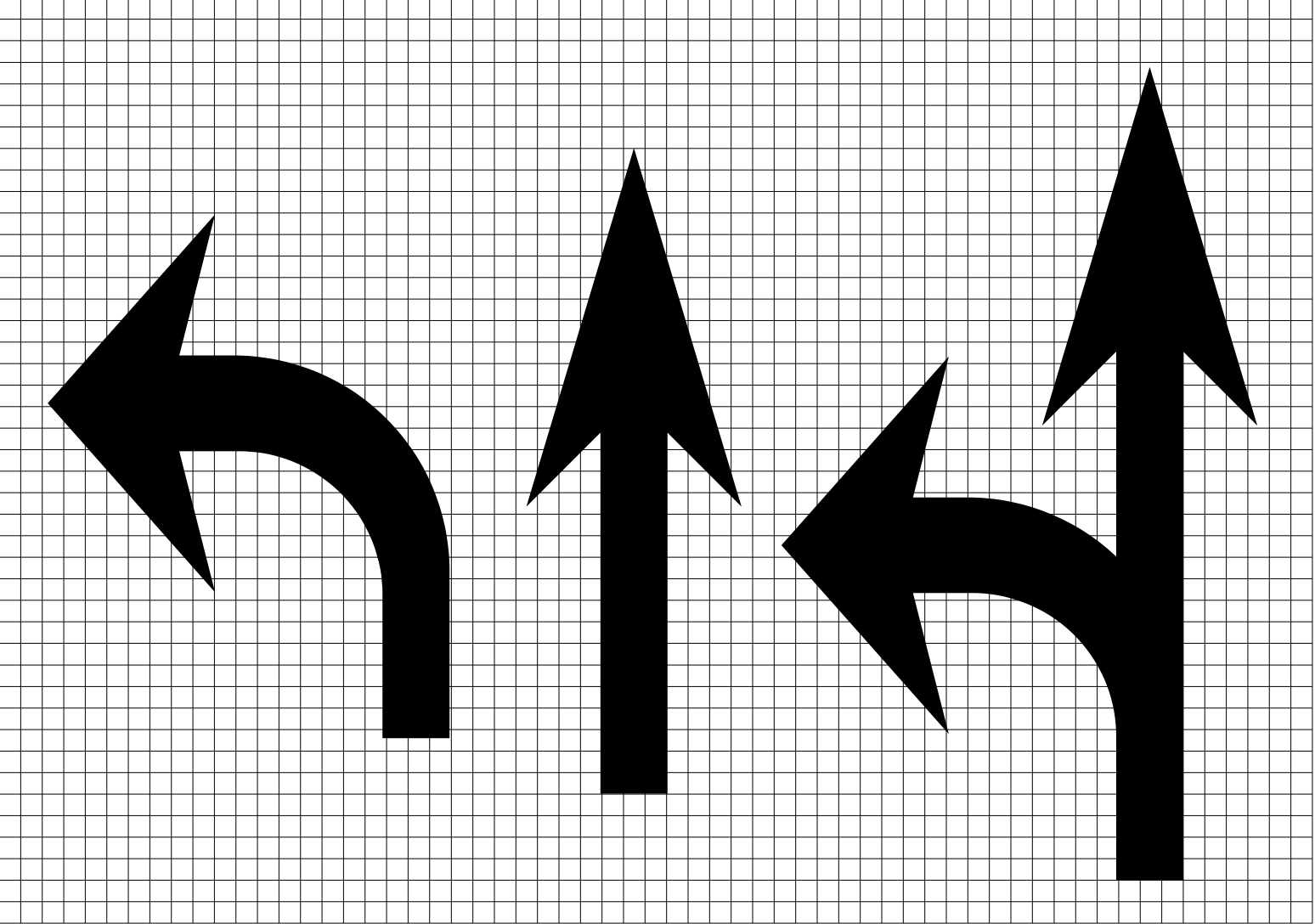
APPROVED

January 1, 2015



ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

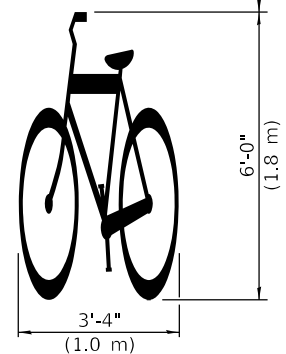
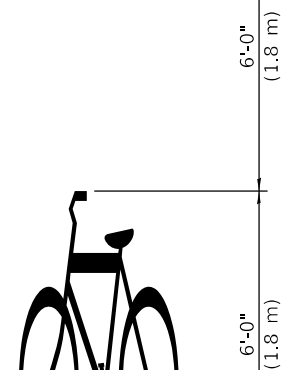
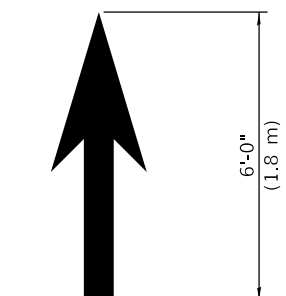
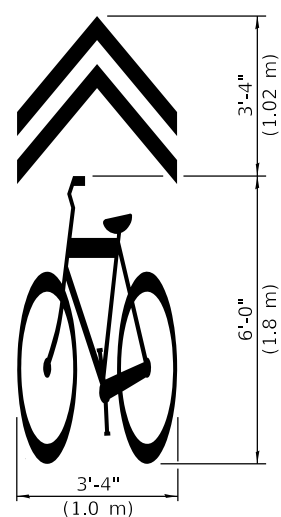
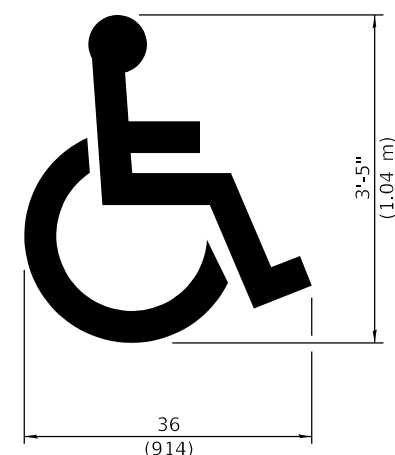
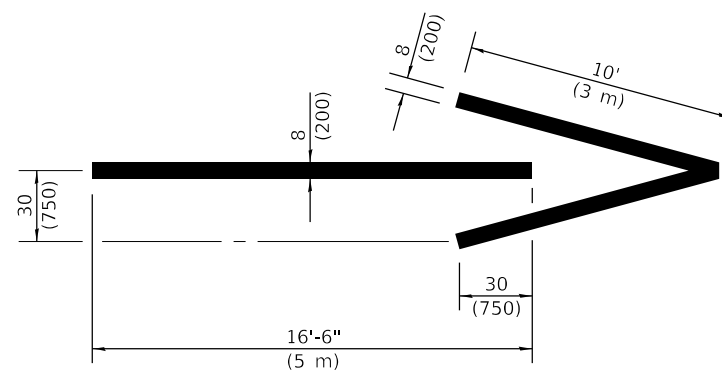
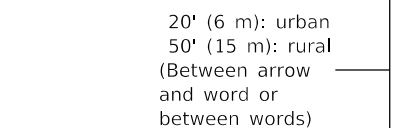
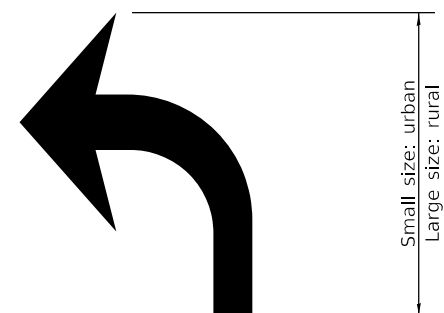
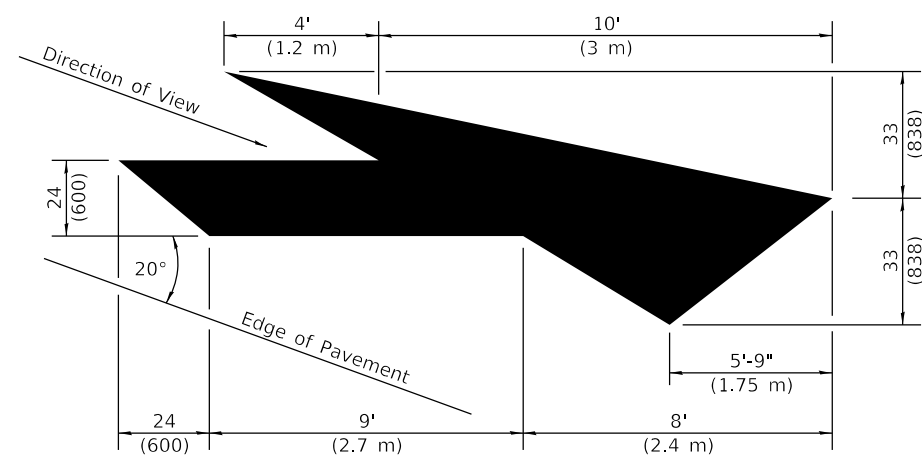
The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

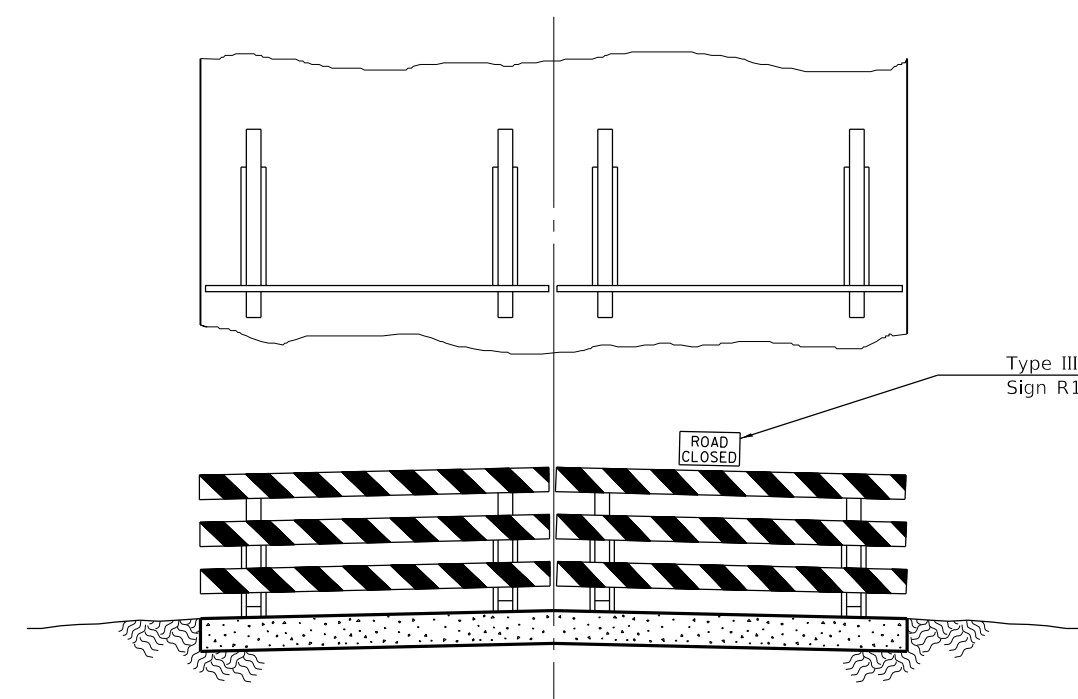
LETTER AND ARROW GRID SCALE

TYPICAL PAVEMENT MARKINGS

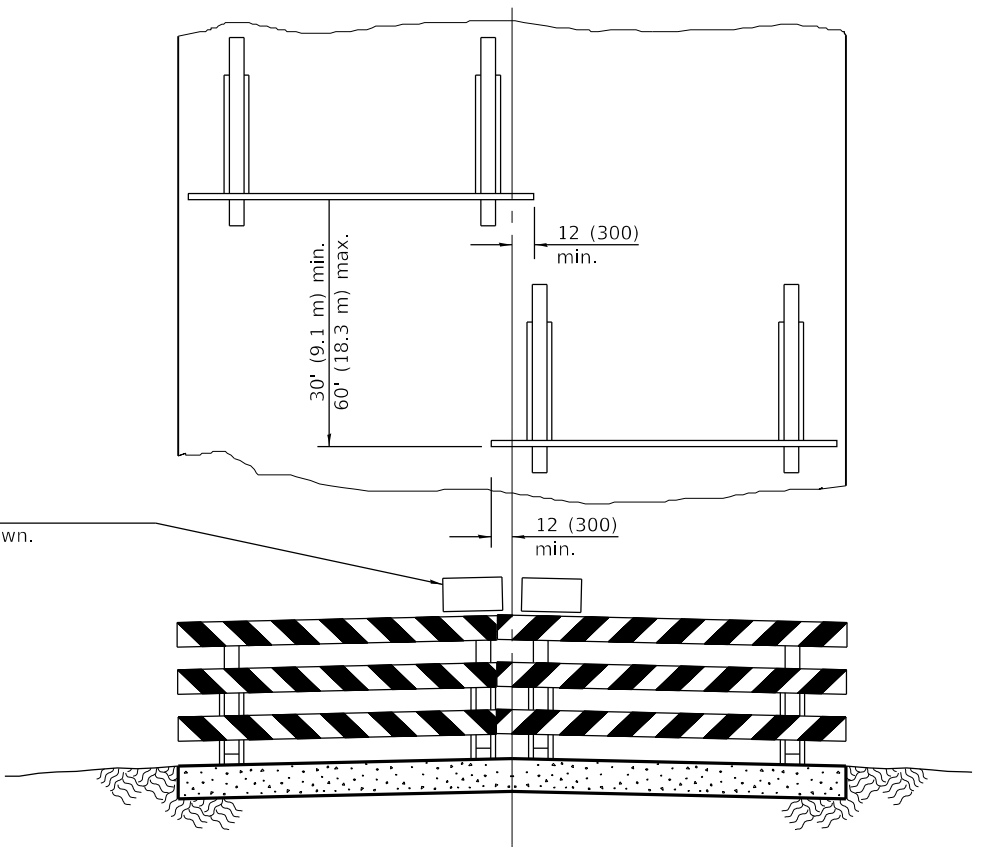
(Sheet 2 of 3)

STANDARD 780001-05

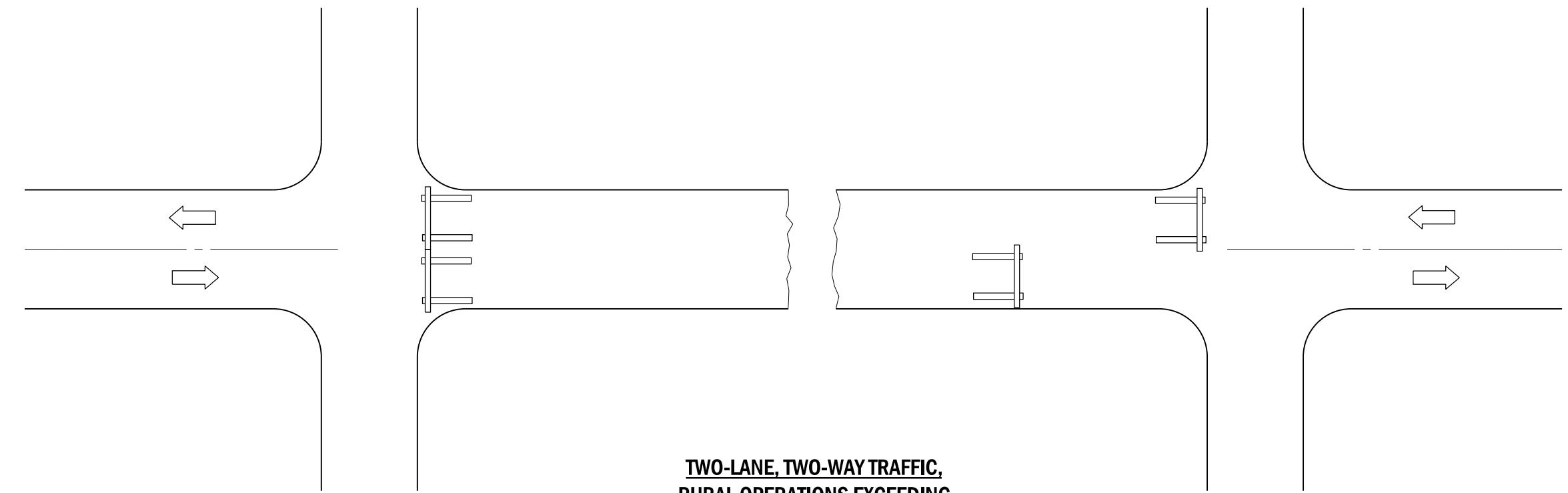




Resident traffic and day labor force's equipment to use road shoulder for passing barricade.



Use when shoulders are too narrow for passage of traffic.



**TWO-LANE, TWO-WAY TRAFFIC,
RURAL OPERATIONS EXCEEDING
ONE DAYLIGHT PERIOD**

GENERAL NOTES

Type III barricades to be width of pavement only.

Reflectorized striping shall appear on both sides of barricades. Barricades shall be positioned so that stripes slope downward toward the side on which traffic is to pass.

Although not shown, advance warning signs with minimum dimensions of 36x36 (900x900) and black legends on orange reflectorized backgrounds shall be utilized where needed.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.



Illinois Department of Transportation

PASSED January 1, 2009

Charles D. Longwell

ENGINEER OF LOCAL ROADS AND STREETS

APPROVED January 1, 2009

Ken E. Han

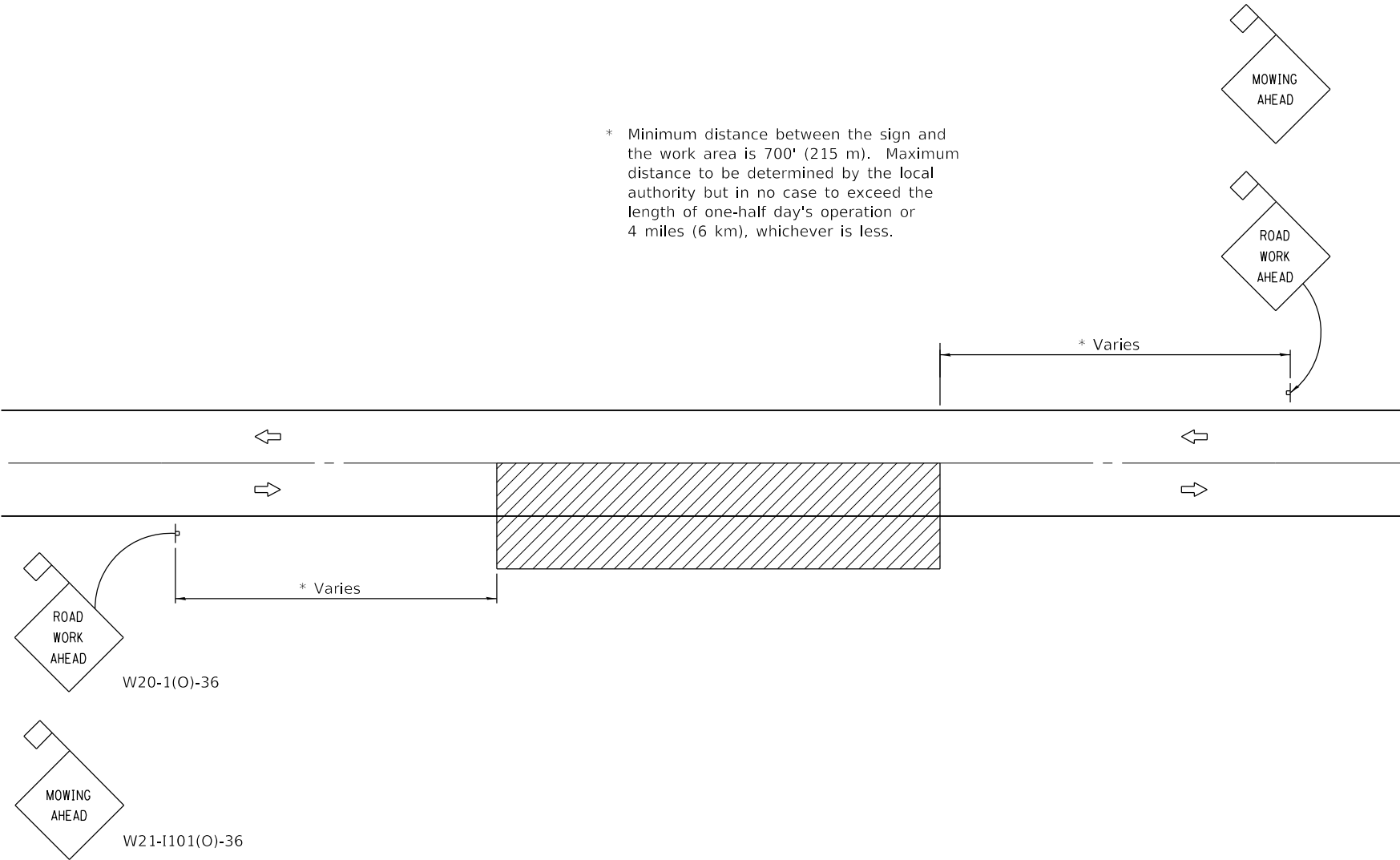
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-98	Rev. "R11-1" to "R11-4".
	Rev. 4th General Note.

**TRAFFIC CONTROL DEVICES -
DAY LABOR CONSTRUCTION**

STANDARD B.L.R. 17-4



TWO-LANE, TWO-WAY TRAFFIC
RURAL OPERATIONS
DAY OPERATIONS ONLY

SYMBOLS



Work area



Sign with 18x18 (450x450) min.
orange flag attached.

TYPICAL APPLICATIONS

MOWING
SPREADING AGGREGATE
WEED SPRAYING
SURFACE MAINTENANCE
BITUMINOUS RESURFACING
CRACK POURING
SHOULDER REPAIR
CLEANING DITCHES

GENERAL NOTES

Maintenance operations shall be confined to one traffic lane, leaving the opposite lane open to traffic. At least 500' (150 m) of both traffic lanes shall be available for traffic movement between work areas at intervals not greater than 1000' (300 m).

When operations are on the pavement and stationary or moving at a speed less than 4 mph (6 kph), a ONE LANE AHEAD, or other appropriate sign, shall be installed in each direction between the ROAD WORK AHEAD sign and the work area. The distance between this sign and the work area shall be a minimum of 400' (120 m) but in no case to exceed the length of one-half day's operation or 4 miles (6 km), whichever is less. The distance between the two signs shall be approximately 400' (120 m).

All signs are to be removed at completion of the day's operation.

Any unattended obstacle, excavation, or pavement drop off greater than 3 (75) in the work area shall be protected by Type I or Type II barricades with flashing lights.

Longitudinal dimensions may be adjusted slightly to fit field conditions.

All vehicles, equipment, men, and their activities are restricted at all times to one side of the pavement.

Flashing lights or rotating beacons are required for all maintenance vehicles while in operation.

Applicable operations illustrated in Standard 701301 may be used when operations do not exceed 15 minutes on the pavement or 60 minutes on the shoulder respectively.

All warning signs shall have minimum dimensions of 36x36 (900x900) and have black legend on an orange reflectorized background.

When fluorescent signs are used, orange flags are not required.

This case is for use on rural local roads where the local authority considers this protection to be appropriate for the specific job conditions.

All dimensions are in inches (millimeters) unless otherwise shown.

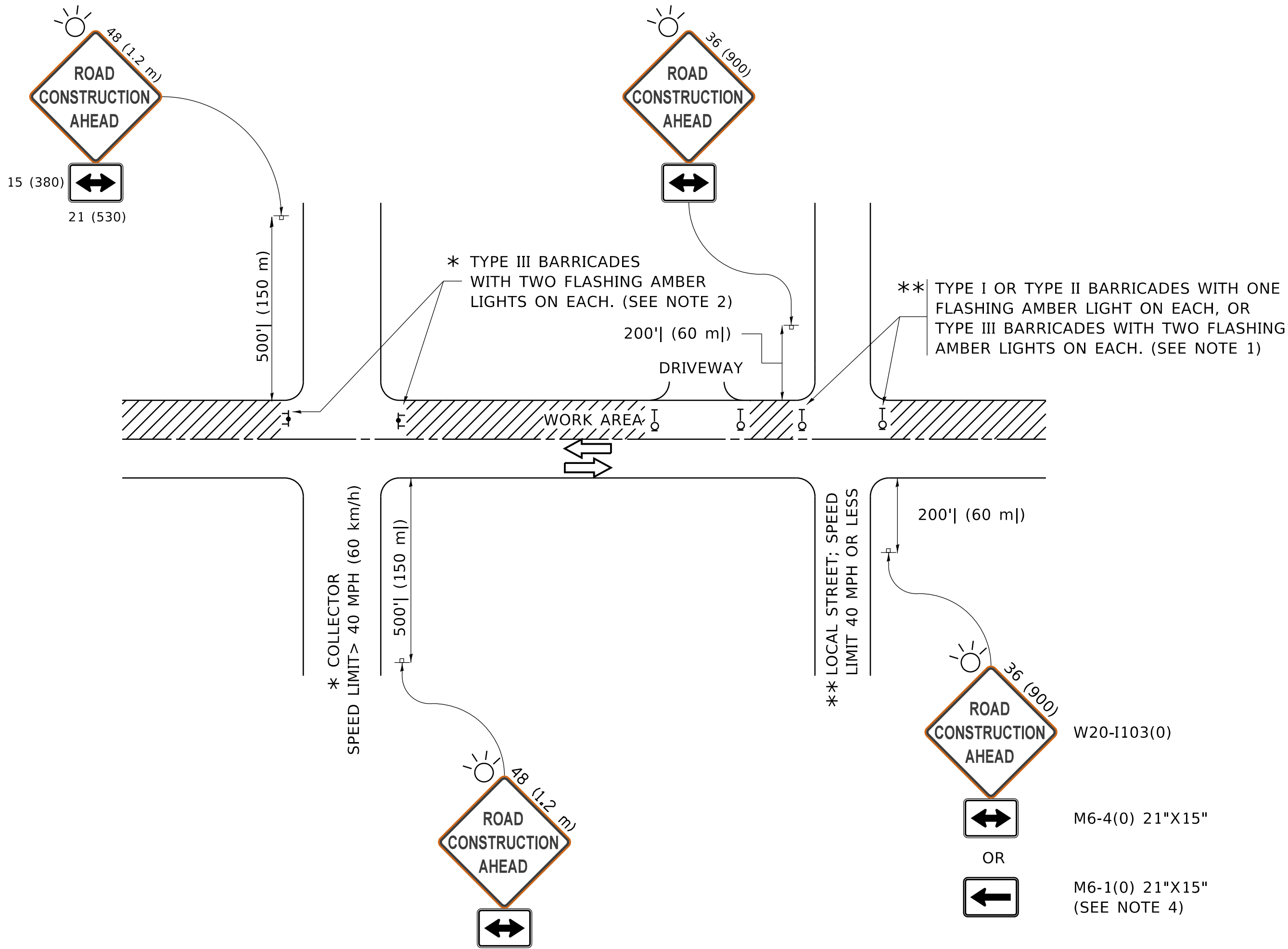
DATE	REVISIONS
1-1-15	Corrected RWA sign number.
1-1-09	Switched units to
	English (metric). Moved
	one General Note.

**TRAFFIC CONTROL DEVICES-
DAY LABOR MAINTENANCE**

STANDARD B.L.R. 18-6

PASSED January 1, 2015	
<i>James K. Klein</i>	
ENGINEER OF LOCAL ROADS AND STREETS	
APPROVED January 1, 2015	
<i>DR</i>	
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED 1-1-97	

MODEL: Default
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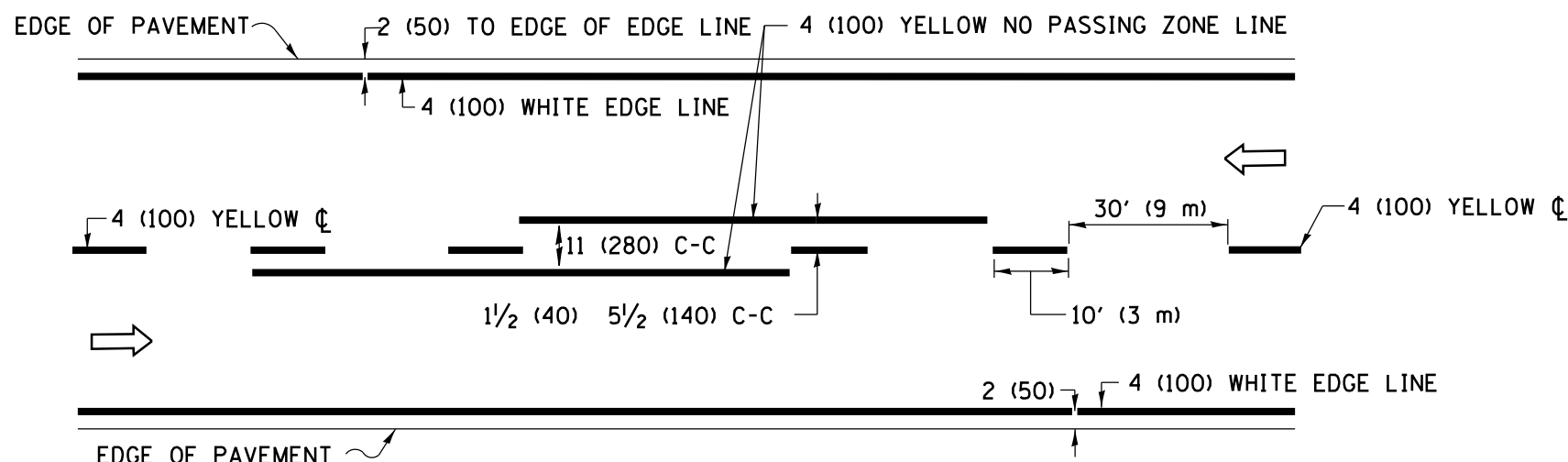
NOTES:

- SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
 - THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
- SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
 - ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
 - THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
- CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
- WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE
- SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).
- WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY, FOLLOW THE APPLICABLE STANDARD(S). THE DIRECTIONAL ARROW (M6-1 OR M6-4) SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE TRAFFIC CONTROL SET-UP.
- ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.
- THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

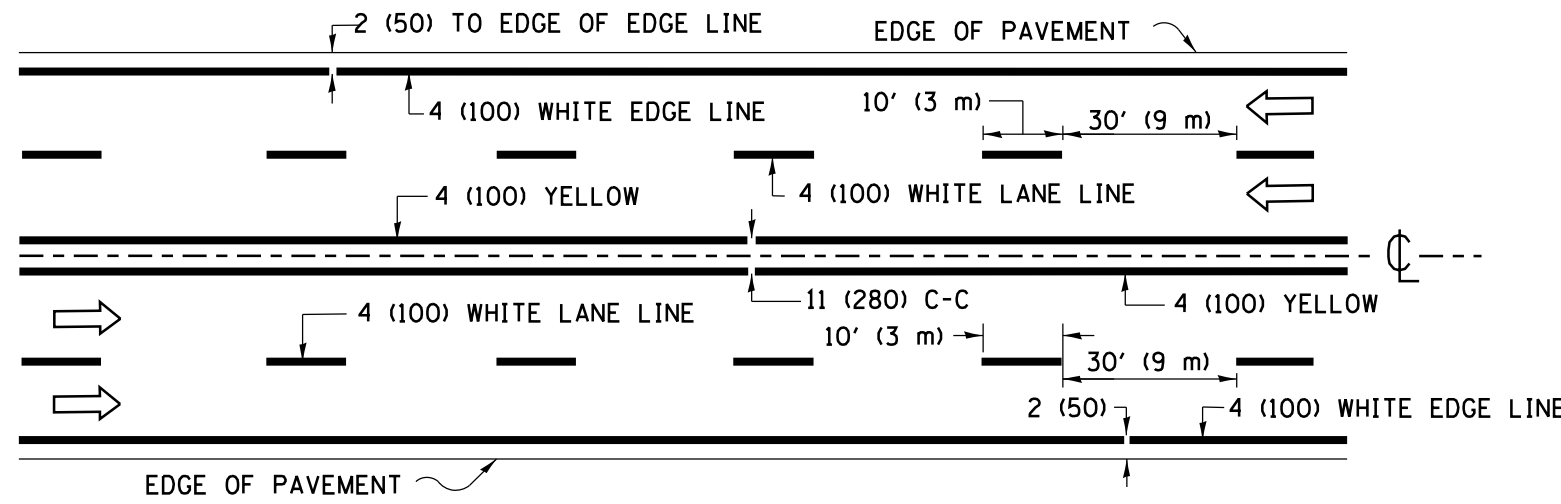
All dimensions are in inches (millimeters) unless otherwise shown.

	USER NAME = footemj	DESIGNED - L.H.A.	REVISED - A. HOUSEH 10-15-96	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS				F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN -	REVISED - T. RAMMACHER 01-06-00										
	PLOT SCALE = 50.0000 ' / in.	CHECKED -	REVISED - A. SCHUETZE 07-01-13						TC-10		CONTRACT NO.		
	PLOT DATE = 3/4/2019	DATE - 06-89	REVISED - A. SCHUETZE 09-15-16		SCALE: NONE	SHEET 1	OF 1 SHEETS	STA.	TO STA.				
											ILLINOIS	FED. AID PROJECT	

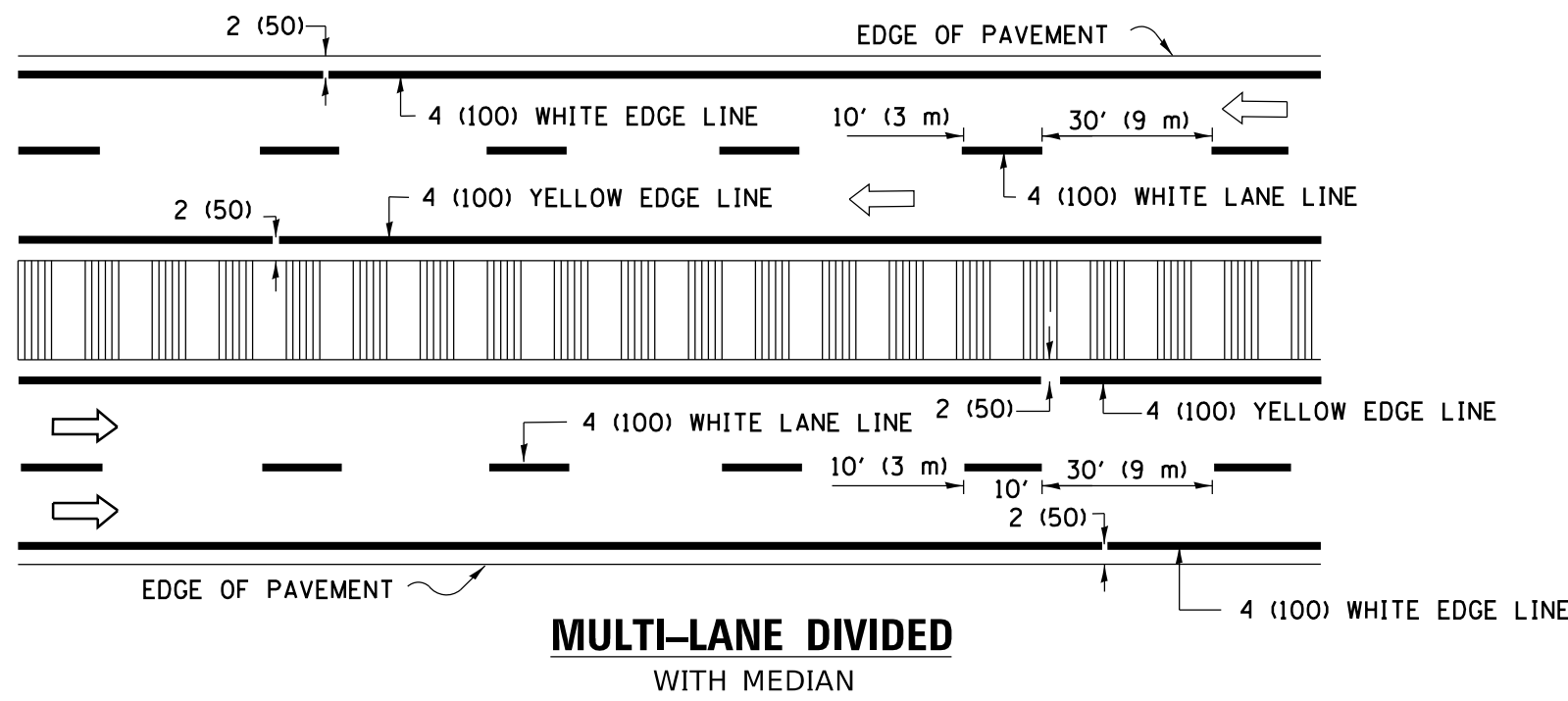
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c:\3-Jan-24\2019 10:34:37 AM User=foam



2-LANE ROADWAY

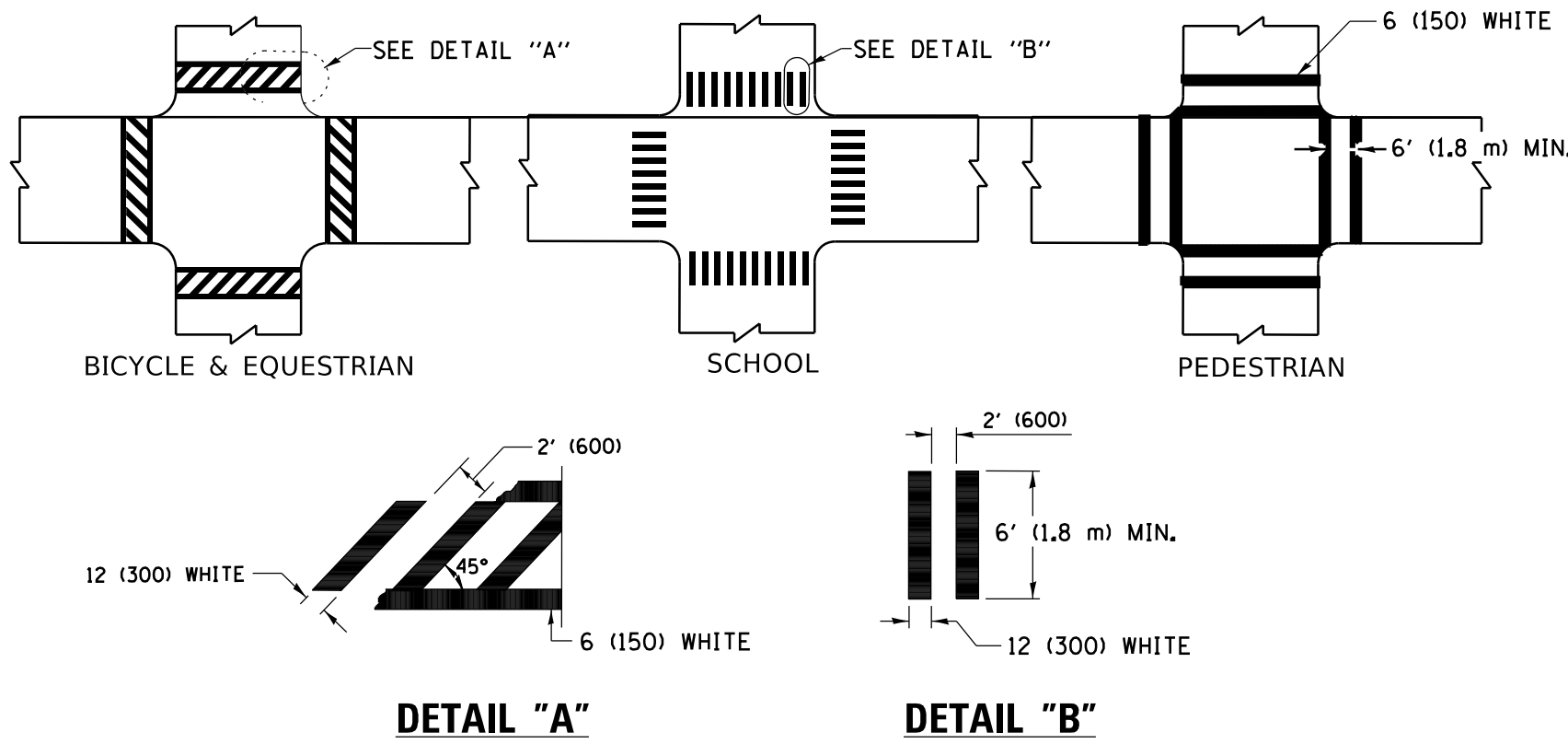


MULTI-LANE UNDIVIDED



MULTI-LANE DIVIDED
WITH MEDIAN

TYPICAL LANE AND EDGE LINE MARKING

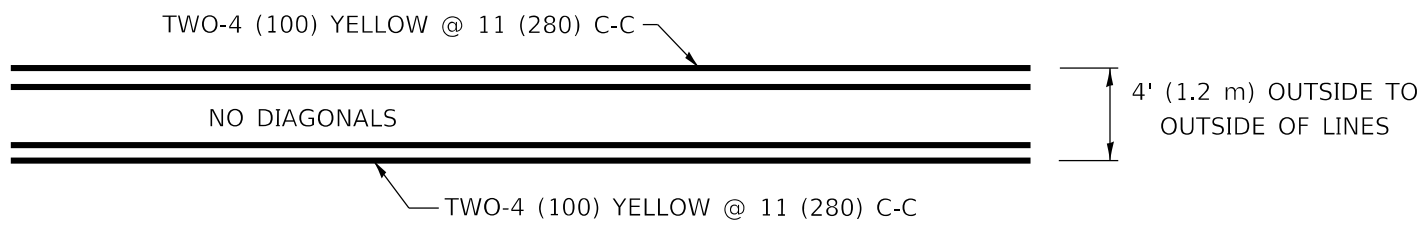


DETAIL "A"

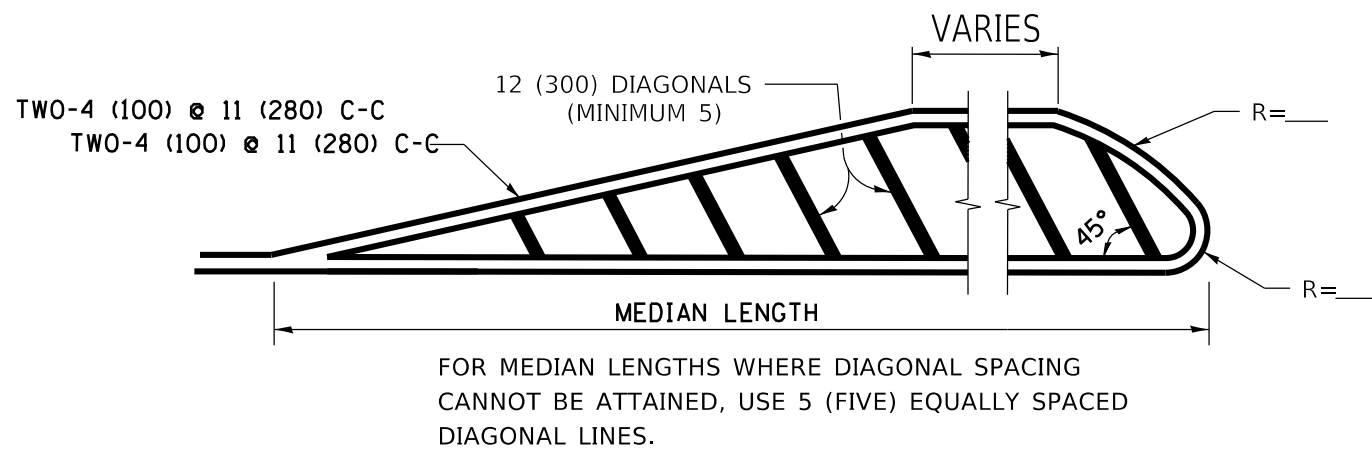
DETAIL "B"

TYPICAL CROSSWALK MARKING

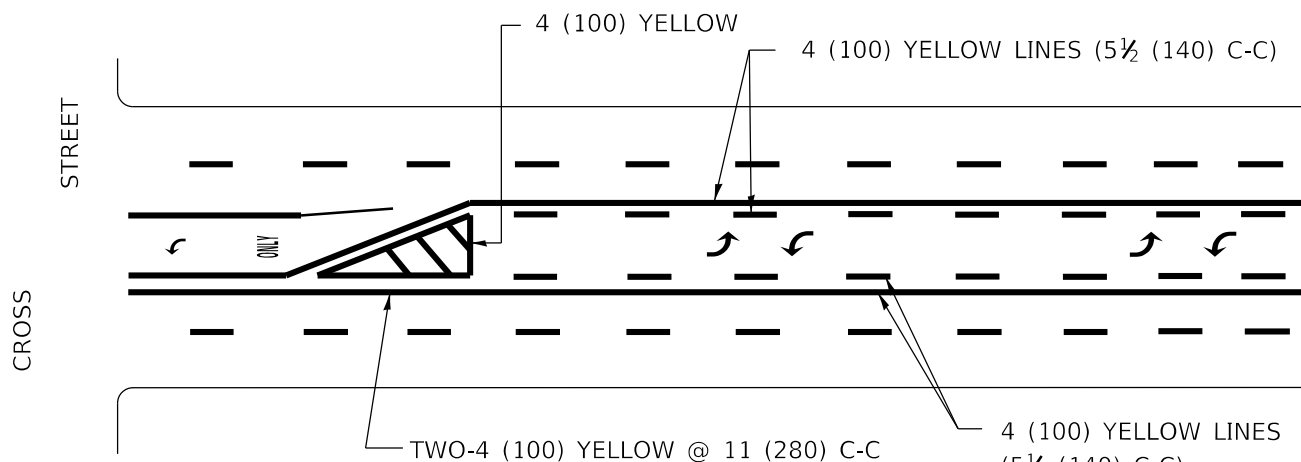
* MARKINGS SHALL BE INSTALLED PARALLEL TO THE CENTERLINE OF THE ROAD WHICH IT CROSSES



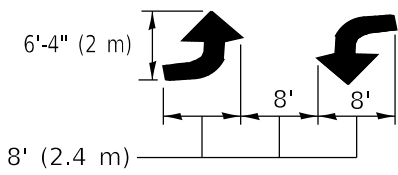
4' (1.2 m) WIDE MEDIANS ONLY



MEDIANS OVER 4' (1.2 m) WIDE

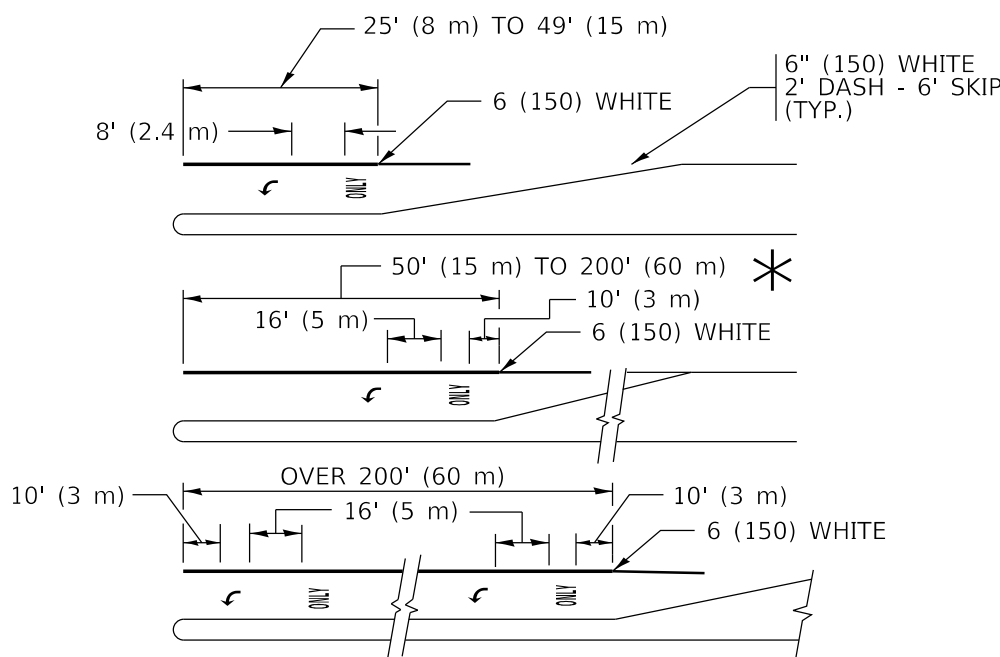


A MINIMUM OF TWO PAIRS OF TURN ARROWS SHALL BE USED, WHITE IN COLOR. ADDITIONAL PAIRS SHALL BE PLACED AT 200' (60 m) TO 300' (90 m) INTERVALS.



MEDIAN WITH TWO-WAY LEFT TURN LANE

TYPICAL PAINTED MEDIAN MARKING

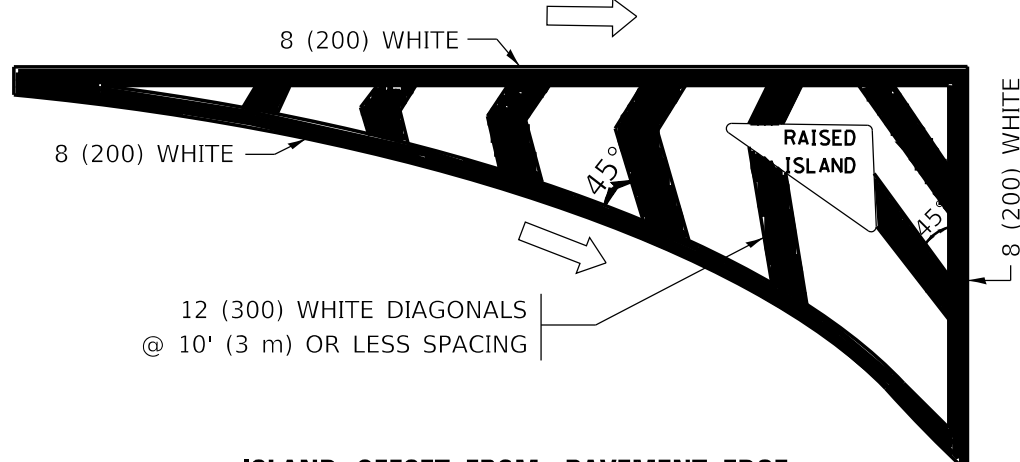


FULL SIZE LETTERS 8" (2.4 m) AND ARROWS SHALL BE USED. AREA = 15.6 SQ. FT. (1.5 m²) ONLY AREA = 20.8 SQ. FT. (1.9 m²)

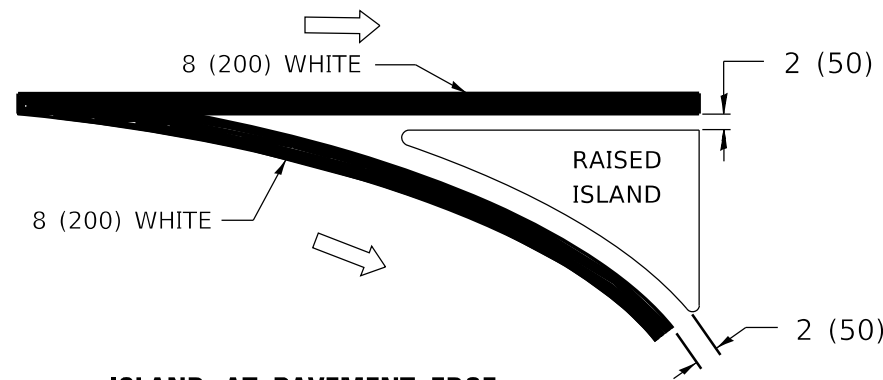
* TURN LANES IN EXCESS OF 400' (120 m) IN LENGTH MAY HAVE AN ADDITIONAL SET OF ARROW - "ONLY" INSTALLED MIDWAY BETWEEN THE OTHER TWO SETS OF ARROW - "ONLY".

TYPICAL LEFT (OR RIGHT) TURN LANE

TYPICAL TURN LANE MARKING

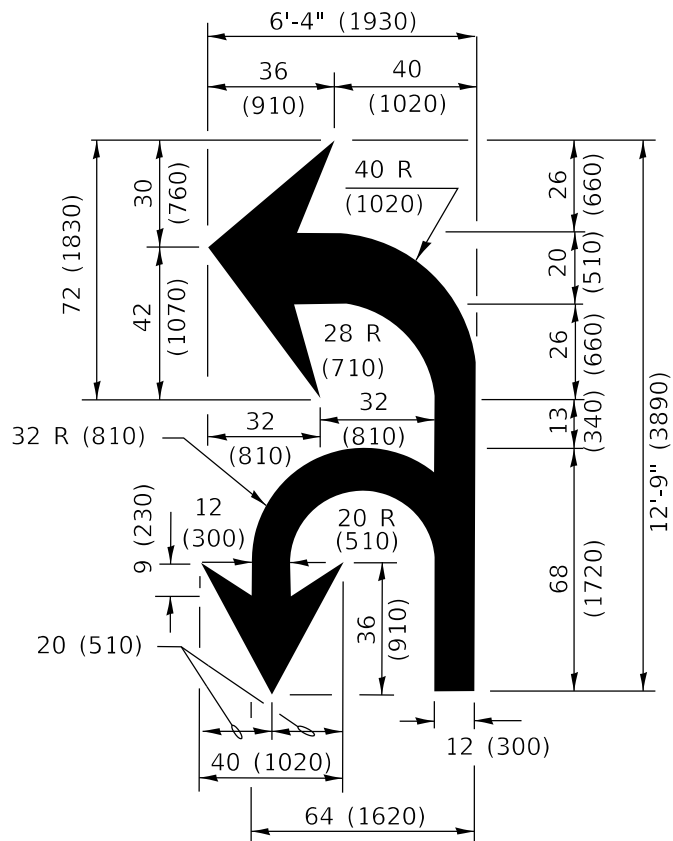


ISLAND OFFSET FROM PAVEMENT EDGE

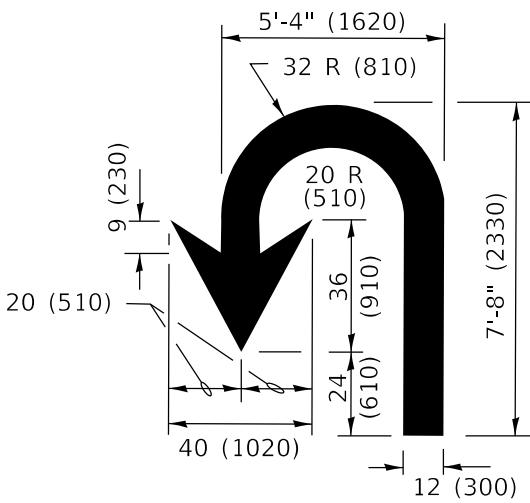


ISLAND AT PAVEMENT EDGE

TYPICAL ISLAND MARKING



COMBINATION
LEFT AND U-TURN



U-TURN

LANE REDUCTION TRANSITION

* LANE REDUCTION ARROWS REQUIRED AT SPEEDS OF 45 MPH OR GREATER OR WHEN SPECIFIED IN PLANS.

TYPE OF MARKING	WIDTH OF LINE	PATTERN	COLOR	SPACING / REMARKS
CENTERLINE ON 2 LANE PAVEMENT	4 (100)	SKIP-DASH	YELLOW	10' (3 m) LINE WITH 30' (9 m) SPACE
CENTERLINE ON MULTI-LANE UNDIVIDED PAVEMENT	2 @ 4 (100)	SOLID	YELLOW	11 (280) C-C
NO PASSING ZONE LINES: FOR ONE DIRECTION FOR BOTH DIRECTIONS	4 (100) 2 @ 4 (100)	SOLID SOLID	YELLOW YELLOW	5 1/2 (140) C-C FROM SKIP-DASH CENTERLINE 11 (280) C-C OMIT SKIP-DASH CENTERLINE BETWEEN
LANE LINES	4 (100) 5 (125) ON FREEWAYS	SKIP-DASH SKIP-DASH	WHITE WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE
DOTTED LINES (EXTENSIONS OF CENTER, LANE OR TURN LANE MARKINGS)	SAME AS LINE BEING EXTENDED	SKIP-DASH	SAME AS LINE BEING EXTENDED	2' (600) LINE WITH 6' (1.8 m) SPACE
EDGE LINES	4 (100)	SOLID	YELLOW-LEFT WHITE-RIGHT	OUTLINE MEDIANS IN YELLOW
TURN LANE MARKINGS	6 (150) LINE: FULL SIZE LETTERS & SYMBOLS (8' (2.4m))	SOLID	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL
TWO WAY LEFT TURN MARKING	2 @ 4 (100) EACH DIRECTION 8' (2.4m) LEFT ARROW	SKIP-DASH AND SOLID IN PAIRS	YELLOW WHITE	10' (3 m) LINE WITH 30' (9 m) SPACE FOR SKIP-DASH; 5 1/2 (140) C-C BETWEEN SOLID LINE AND SKIP-DASH LINE SEE TYPICAL TWO-WAY LEFT TURN MARKING DETAIL
CROSSWALK LINES (PEDESTRIAN) A. DIAGONALS (BIKE & EQUESTRIAN) B. LONGTUDINAL BARS (SCHOOL)	2 @ 6 (150) 12 (300) @ 45° 12 (300) @ 90°	SOLID SOLID SOLID	WHITE WHITE WHITE	NOT LESS THAN 6' (1.8 m) APART 2' (600) APART 2' (600) APART SEE TYPICAL CROSSWALK MARKING DETAILS.
STOP LINES	24 (600)	SOLID	WHITE	PLACE 4' (1.2 m) IN ADVANCE OF AND PARALLEL TO CROSSWALK, IF PRESENT. OTHERWISE, PLACE AT DESIRED STOPPING POINT. PARALLEL TO CROSSROAD CENTERLINE, WHERE POSSIBLE
PAINTED MEDIANS	2 @ 4 (100) WITH 12 (300) DIAGONALS @ 45° NO DIAGONALS USED FOR 4' (1.2 m) WIDE MEDIANS	SOLID	YELLOW: TWO WAY TRAFFIC WHITE: ONE WAY TRAFFIC	11 (280) C-C FOR THE DOUBLE LINE SEE TYPICAL PAINTED MEDIAN MARKING.
GORE MARKING AND CHANNELIZING LINES	8 (200) WITH 12 (300) DIAGONALS @ 45°	SOLID	WHITE	DIAGONALS: 15' (4.5 m) C-C (LESS THAN 30MPH (50 km/h)) 20' (6 m) C-C 30MPH (50 km/h) TO 45MPH (70 km/h)) 30' (9 m) C-C (OVER 45MPH (70 km/h))
RAILROAD CROSSING	24 (600) TRANSVERSE LINES: "RR" IS 6' (1.8 m) LETTERS: 16 (400) LINE FOR "X"	SOLID	WHITE	SEE STATE STANDARD 780001 AREA OF: "R"=3.6 SQ. FT. (0.33 m ²) EACH "X"=54.0 SQ. FT. (5.0 m ²)
SHOULDER DIAGONALS (REQUIRED FOR SHOULDERS ≥ 8')	12 (300) @ 45°	SOLID	WHITE - RIGHT YELLOW - LEFT	50' (15 m) C-C (LESS THAN 30MPH (50 km/h)) 75' (25 m) C-C (30 MPH (50 km/h) TO 45MPH (70 km/h)) 150' (45 m) C-C (OVER 45MPH (70 km/h))
U TURN ARROW	SEE DETAIL	SOLID	WHITE	16.3 SF
2 ARROW COMBINATION LEFT AND U TURN	SEE DETAIL	SOLID	WHITE	30.4 SF

FOR FURTHER DETAILS ON PAVEMENT MARKING REFER TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND STATE STANDARD 780001.

All dimensions are in inches (millimeters) unless otherwise shown.

MODEL: Default FILE NAME: p:\u00084EBID\NTEG\Illinois.gov\p\WIDOT\Documents\DOT_Offices\District_1\Projects\DUHS422\23\CAD\DATA\CAD\Sheet\TC13.dgn c:\3-Jan-24\2019 10:34:37 AM User=foam	USER NAME = foote[m]		DESIGNED - EVERS	REVISED - C. JUCIUS 09-09-09	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	DISTRICT ONE TYPICAL PAVEMENT MARKINGS		F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	DRAWN -		C. JUCIUS 07-01-13	REVISED - C. JUCIUS 07-01-13								
	PLOT SCALE = 50.0000 ' / in.		CHECKED -	REVISED - C. JUCIUS 12-21-15				TC-13		CONTRACT NO.		
	PLOT DATE = 3/4/2019		DATE - 03-19-90	REVISED - C. JUCIUS 04-12-16		SCALE: NONE		SHEET 1	OF 2 SHEETS	STA. TO STA.	ILLINOIS FED. AID PROJECT	

VILLAGE OF WILLOWBROOK

GEOTECHNICAL REPORTS

October 20, 2022
Local Office:

Mr. Lee Fell
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018

RE: L-94,771
Pavement Cores
Executive Dr. and Plaza Ct.
Willowbrook, IL

Dear Mr. Fell;

Presented in this report are the results for five (5) pavement cores and subgrade samples collected for a pavement rehabilitation project in Willowbrook, Illinois. These included two (2) cores on Plaza Ct and three (3) cores on Executive Dr. A Location Plan showing the core locations has been prepared and is enclosed.

The pavement was cored using a portable coring machine equipped with a 4" diamond-tipped core bit. With the pavement core removed, the granular base course materials were measured and a subgrade soil sample was collected for laboratory analysis. Duplicate soil samples were also collected for environmental analysis which will be reported under TSC job number L-94,772. The pavement core and base course samples were brought back to our Carol Stream office and the holes were backfilled and patched using a bituminous cold patch mixture.

In the laboratory, the samples were examined by an experienced technician and verified for composition and description. Thickness measurements were made at the quarter points around the periphery of the core in accordance with the procedures specified under ASTM D3549. Subgrade soil samples were examined and verified for field description and classified according the Unified Soils Classification System (USCS). Cohesive soils were also measured for moisture content, dry unit weight and approximate unconfined compressive strength where appropriate.

Results of the field and laboratory work determined that the pavement type for both streets consists of 1 or more surface course layers overlying binder course layers of hot mix asphalt. The total pavement thickness was measured to be 6.5 to 7.5 inches on Plaza Ct and 9.5 to 11.0 inches on Executive Dr. All five (5) of the cores revealed a fabric layer between the upper 2 lifts.

Granular base course materials were present at each of the core locations. They consisted of crushed limestone gravel with fines and ranged in thickness from 12 to 15 inches on Plaza Ct and 6 to 9 inches on Executive Dr. Thickness of the individual layers are shown on the enclosed Pavement Composition Table below.



TESTING SERVICE CORPORATION

Local Office:

467 E. Gunderson Drive, Carol Stream, IL 60108-3403
630.653.3920 • Fax 630.653.2726

Corporate Office:

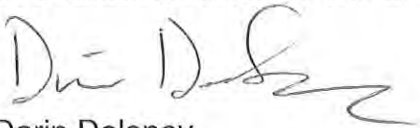
300 E. Main Place, Carol Stream, IL 60108-4008
630.652-3600 • Fax 630.653.2988

Below the pavement section, subgrade soils consisted mainly of brown silty Clay in a very stiff to hard condition. These soils exhibited moderate moisture contents of 15 to 20 percent and approximate unconfined compressive strength values of 2.0 to 4.5 tsf.

We are appreciative of the opportunity to assist you with this project. Please feel free to contact me if you have any questions or we may be of further service.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in black ink, appearing to read 'Darin Delaney', with a stylized, flowing script.

Darin Delaney
Project Geologist

DD:lm
Enc.



PAVEMENT COMPOSITION AND THICKNESS

Core Number and Location	Description	Thickness in inches
C-1 7575 Plaza Ct. Southbound	Bituminous Concrete Surface Course	1.0
	Bituminous Concrete Surface Course*. Fabric above lift	2.5
	Bituminous Concrete Surface Course*	2.3
	Bituminous Concrete Binder Course	1.8
	Total Bituminous Thickness	7.6
	1.0" maximum size crushed Limestone gravel with fines. Damp (SP)	15
C-2 7664 Plaza Ct. Northbound	Bituminous Concrete Surface Course	1.5
	Bituminous Concrete Surface Course. Fabric above lift	1.0
	Bituminous Concrete Surface Course*	0.7
	Bituminous Concrete Binder Course	3.2
	Total Bituminous Thickness	6.4
	1.5" maximum size crushed Limestone gravel with fines. Damp (SP)	11.5
C-3 Executive Dr. 100' E of Quincy Eastbound	Bituminous Concrete Surface Course	1.0
	Bituminous Concrete Surface Course. Fabric above lift	1.3
	Bituminous Concrete Binder Course	4.2
	Bituminous Concrete Binder Course	4.2
	Total Bituminous Thickness	10.9
	1.5" maximum size crushed Limestone gravel with fines. Damp (SP)	6
C-4 612 Executive Dr. Westbound	Bituminous Concrete Surface Course	1.3
	Bituminous Concrete Surface Course. Fabric above lift	0.9
	Bituminous Concrete Binder Course	2.3
	Bituminous Concrete Binder Course	5.2
	Total Bituminous Thickness	9.7
	1.0" maximum size crushed Limestone gravel with fines. Damp (SP)	6.5

* Note: Pavement Layer Not Bonded to Overlying Lift

Core Number and Location	Description	Thickness in inches
C-5 530 Executive Dr. Eastbound	Bituminous Concrete Surface Course	1.0
	Bituminous Concrete Surface Course. Fabric above lift	1.6
	Bituminous Concrete Binder Course	1.4
	Bituminous Concrete Binder Course	6.7
	Total Bituminous Thickness	10.7
	1.5" maximum size crushed Limestone gravel with fines. Damp (SP)	9

* Note: Pavement Layer Not Bonded to Overlying Lift

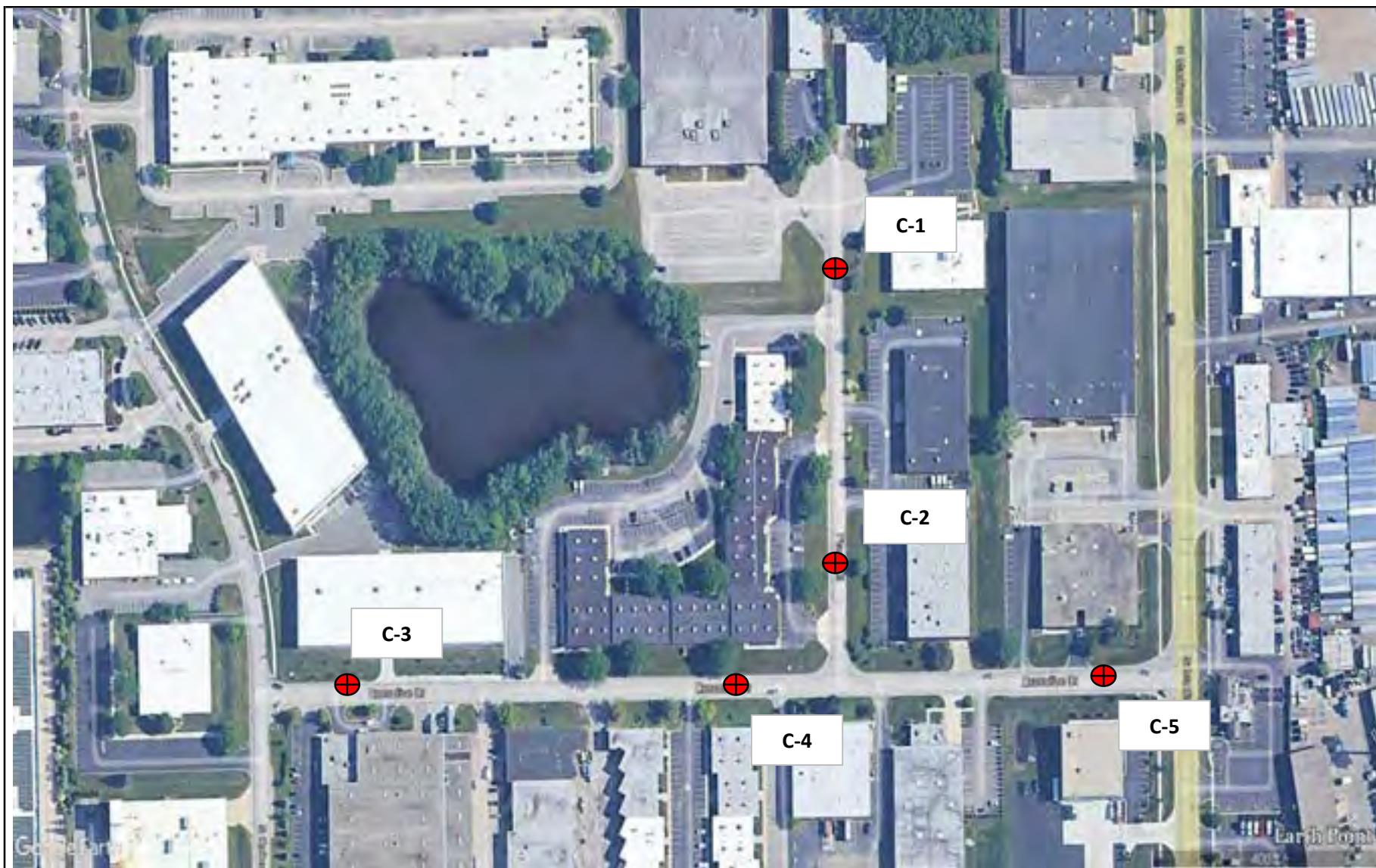


SOIL TESTING SUMMARY

CORE	SAMPLE	Depth	MC %	Dry Unit Weight	Qp*	Soil Description
1	1	1.5' - 2.0'	21.8	102.0	1.5	Stiff brown, trace dark brown silty Clay. Trace sand. Moist (CL)
	2	2.0' - 4.0'	18.6		3.0	Very stiff brown silty Clay. Trace sand, gravel. Moist (CL)
2	1	1.5' - 2.0'	19.5	110.5	2.5	Very stiff brown silty Clay. Little sand, trace gravel. Moist (CL)
	2	2.0' - 4.0'	14.9	120.0	+4.5	Very stiff to hard brown silty Clay. Little sand, trace gravel. Moist (CL)
3	1	1.5' - 2.0'	17.7		+4.5	Very stiff to hard brown, trace grey silty Clay. Little sand. Moist (CL)
	2	2.0' - 4.0'	15.6		+4.5	Very stiff to hard brown silty Clay. Little sand, trace gravel. Moist (CL)
4	1	1.5' - 2.0'	17.1		+4.5	Very stiff to hard brown silty Clay. Little sand, trace gravel. Moist (CL)
	2	2.0' - 4.0'	18.3		+4.5	Very stiff to hard brown silty Clay. Little sand, trace gravel. Moist (CL)
5	1	1.5' - 2.0'	15.2		+4.5	Very stiff to hard brown silty Clay. Little sand, trace gravel. Moist (CL)
	2	2.0' - 4.0'	19.4		+4.5	Very stiff to hard brown silty Clay. Little sand, trace gravel. Moist (CL)

MC Moisture Content

Qp Estimated unconfined compressive strength by pocket pen methods



LEGEND  SOIL BORING LOCATION	PAVEMENT CORES EXECUTIVE DR AND PLAZA CT WILLOWBROOK, ILLINOIS	 TESTING SERVICE CORPORATION 360 SOUTH MAIN PLACE CAROL STREAM, ILLINOIS 60188	DRAWN BY: DPD CHECKED BY: DPD JOB NO: L-94,771 DATE: 10/20/22	PAGE NO. 1 OF 1

PROJECT **Pavement Reconstruction, Executive Drive and Plaza Court, Willowbrook, IL**CLIENT **Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Rosemont, IL**BORING **1** DATE STARTED **3-27-23** DATE COMPLETED **3-27-23** JOB **L-94,771**

ELEVATIONS

GROUND SURFACE _____

END OF BORING _____

WATER LEVEL OBSERVATIONS

▼ WHILE DRILLING **9.0'**▼ AT END OF BORING **13.0'**

▼ 24 HOURS _____

DISTANCE BELOW SURFACE IN FEET	LENGTH RECOVERY	SAMPLE		N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
		NO.	TYPE							
0								0.8		Bituminous Concrete
								1.5		Crushed Stone [CA-6]
		1	SS	5	17.8	3.0*	107.0			FILL - Brown and gray silty CLAY, little sand, trace gravel, trace root seams, moist (CL)
								3.0		
5		2	SS	4	21.5	1.25*	107.0			
		3	SS	5	23.6		103.0			
		4	SS	4	23.0	0.75*	104.0			FILL - Brown trace gray silty CLAY, little sand, trace gravel, moist (CL)
		5	SS	6	21.7	0.5*	106.0			
								13.0		
		6	SS	4	27.0	0.76	91.0			Medium stiff brown trace gray silty CLAY, trace sand, silt seams, moist (CL)
15								15.0		
		7	SS	6	20.1	2.68				Very stiff gray silty CLAY, little sand, trace gravel, moist (CL)
		8	SS	14	19.4			18.0		Medium dense gray silty SAND, little clay, wet (SM)
20										End of Boring at 20.0'
										* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
25										

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

DRILL RIG NO. **315**

PROJECT **Pavement Reconstruction, Executive Drive and Plaza Court, Willowbrook, IL**CLIENT **Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Rosemont, IL**BORING **2** DATE STARTED **3-27-23** DATE COMPLETED **3-27-23** JOB **L-94,771**

ELEVATIONS

GROUND SURFACE _____

END OF BORING _____

WATER LEVEL OBSERVATIONS

▼ WHILE DRILLING **Dry**▼ AT END OF BORING **Dry**

▼ 24 HOURS _____

DISTANCE BELOW SURFACE IN FEET	LENGTH RECOVERY	SAMPLE		N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
		NO.	TYPE							
0								0.7		Bituminous Concrete
								1.3		Crushed Stone [CA-6]
		1	SS	10	19.9	3.25*	110.0			FILL - Brown trace gray silty CLAY, little sand, trace gravel, moist (CL)
5		2	SS	10	15.9	6.23	112.0	5.0		
		3	SS	9	14.2	3.08	113.0			Very stiff brown trace gray silty CLAY, little sand, trace gravel, moist (CL)
		4	SS	9	13.4	3.25*		8.0		Very stiff gray silty CLAY, little to some sand, trace gravel, moist (CL)
10		5	SS	7	14.5	3.67				
		6	SS	12	15.1	2.75*				
15										
		7	SS	14	16.8	3.34				
20										End of Boring at 20.0'
										* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
25										

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

DRILL RIG NO. **315**

PROJECT **Pavement Reconstruction, Executive Drive and Plaza Court, Willowbrook, IL**CLIENT **Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Rosemont, IL**BORING **3** DATE STARTED **3-27-23** DATE COMPLETED **3-27-23** JOB **L-94,771**

ELEVATIONS

GROUND SURFACE _____

END OF BORING _____

WATER LEVEL OBSERVATIONS

▼ WHILE DRILLING **12.0'**▼ AT END OF BORING **Dry**

▼ 24 HOURS _____

DISTANCE BELOW SURFACE IN FEET	LENGTH RECOVERY	SAMPLE		N	WC	Qu	γ_{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
		NO.	TYPE							
0								0.9		Bituminous Concrete
								1.3		Crushed Stone [CA-6]
		1	SS	3	21.2	0.5*				FILL - Brown silty CLAY, little sand, trace gravel, moist (CL)
		2	SS	7	18.4	4.0*				
5								5.5		FILL - Brown trace dark brown silty CLAY, little sand, trace gravel, moist (CL)
		3	SS	10	17.9	3.75*				
								8.0		FILL - Brown trace gray silty CLAY, little sand, trace gravel, moist (CL)
		4	SS	15	19.7	3.5*				
10										
		5	SS	13	16.2	4.0*				FILL - Gray trace brown and black silty CLAY, silty SAND and GRAVEL, trace asphalt, moist (CL)
		6	SS	7	16.4	2.25*		13.0		
15								15.0		Very stiff brownish-gray silty CLAY, little to some sand, trace gravel, moist (CL)
		7	SS	10	19.0	2.68				
		8	SS	15	15.1	3.74				End of Boring at 20.0'
20										
										* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
25										

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

DRILL RIG NO. **315**

November 29, 2022



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

Mr. Lee Fell
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018-4920

RE: L - 94,772REV
Potentially Impacted Property Evaluation for LPC-663 Form
Pavement Reconstruction
Executive Drive and Plaza Court
Willowbrook, IL

Dear Mr. Fell:

Testing Service Corporation (TSC) has completed a Potentially Impacted Property (PIP) Evaluation, soil sampling, and laboratory analyses for the above captioned project. The general scope of work was presented in TSC's proposal number 69,568 dated 09/01/2022. The General Conditions document which accompanied the proposal also applies to this report. TSC was requested to evaluate site soil conditions for the disposal of construction spoils at a Clean Construction & Demolition Debris (CCDD) or Uncontaminated Soil Fill Operation (USFO) facility.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Source Site

The source site ("Site") is Executive Drive and Plaza Court in a commercial area of Willowbrook, IL. The activity that is generating the soil for disposal is rehabilitation and/or reconstruction of the pavement of the streets.

Records Review

In accordance with Illinois Administrative Code 35 Part 1100, on behalf of the Site owner, TSC evaluated the historical uses of the Site to identify potential contamination sources, both from the Site and adjoining properties, which may cause the Site to be considered a PIP.

TSC researched the history of the property by reviewing historical topographic maps dating back to 1890 and aerial photographs dating back to 1939. Based on this information, the Site and surrounding area had been used for agricultural purposes since before that time. Madison Street on the east end of the Site was extended to the north after 1934. The Hinsdale Airport was constructed on the Site after 1946. After 1963, commercial development in the area began on the east side of Madison Street, and a larger runway was constructed across the Site running southwest to northeast. After 1974, the airport was removed and the Site commercial park was constructed with the majority of present-day facilities in place. Dial One Midwest Mechanical and the facility to its south were constructed on the southeast side of Plaza Court. On the southeast of the Site, a previously existing facility was demolished after 2015 replaced with the present-day Midwest Helicopter facility after 2017. Two additional commercial facilities were constructed on the northwest of the Site in former grassy area after 2017. The Site and surrounding properties then remain as described to the present.

TSC evaluated current Federal and State environmental agency records for the Site and vicinity by obtaining information from an EDR First Report from Environmental Data Resources, Inc. (EDR). The EDR First Report identifies listings on reviewed environmental databases within one quarter mile of the Site address and is utilized in identifying potential contamination sources, both at the Site and from adjoining properties, which may cause the Site to be considered a PIP.

The EDR First Report information does not identify the Site itself on the reviewed environmental databases.

The EDR First Report information does identify the following adjoining or nearby properties to the Site on the various reviewed environmental databases.

Midwest Helicopter, adjoining the Site on the southeast at 525 Executive Drive, is on the RCRA NonGen/NLR database for being a current non-generator, former small quantity generator, of D001 ignitable waste with no violations found.

Prototech Engineering, adjoining on the central west, south side of the street, at 663 Executive Drive, is on RCRA-CESQG for being a conditionally exempt small quantity generator of D001 ignitable and F003 solvent wastes with no violations reported.

All Cleaners, Inc., adjoining the southwest corner of Plaza Court at 657 Executive Drive, is on EDR Hist Cleaner.

ITP, adjoining on the central west, south side of the street, west of Prototech, at 683 Executive Drive, is on RCRA NonGen/NLR for being a current non-generator, former large quantity generator, of D003 reactive waste with no violations found.

Dial One Midwest Mechanical, adjoining on the central east at 7623 Plaza Court, is on RCRA NonGen/NLR for being a current non-generator, former small quantity generator, of D001 ignitable waste with no violations found.

John Crane Inc, adjoining on the northeast at 530 Executive Drive, is on RCRA-CESQG for being a conditionally exempt small quantity generator of D001 ignitable waste with no violations found.

All Cleaners, Inc., adjoining the northwest corner of Plaza Court at 623 Executive Drive, is on EDR Hist Cleaner.

Control Data Corp., adjoining the northwest corner of Plaza Court at 623 Executive Drive, is on RCRA NonGen/NLR for being a current non-generator, former large quantity generator, of F001 solvent waste with no violations found.

Advance Valve, adjoining the southeast corner of Plaza Court at 555 Executive Drive, is on RCRA-CESQG for being a conditionally exempt small quantity generator of D001 ignitable waste with no violations found.

Stuart Ironsides Inc., adjoining on the northeast at 7575 Plaza Court, is on RCRA NonGen/NLR for being a current non-generator, former small and large quantity generator, of D001 ignitable, and, F003 and F005 solvent wastes with no violations found.

Stone Wheel Inc., adjoining the southwest at 7675 Quincy Street, is on Leaking Underground Storage Tank (LUST), IL EPA ID 0431105037, for a release from a fuel oil Underground Storage Tank (UST) with a No Further Remediation (NFR) letter dated August 2, 1993. It is also on UST for having removed two 5000 gallon heating oil tanks on June 26, 1992.

Suede Life Inc., adjoining on south of Plaza Court at 585 Executive Drive, is on RCRA NonGen/NLR for being a current non-generator, former large quantity generator, of D001 ignitable and D002 corrosive wastes with no violations found. With the name World Wide Transmission, it is on EDR Hist Auto.

OEC Graphics, over 200 feet to the northwest at 7630 Quincy Street, is on RCRA NonGen/NLR for being a current non-generator of D001 ignitable waste with no violations found.

Harry Balducci/Sparkys Automotive, adjoining on the east at 7585 South Madison Street, is on UST for having removed a 8000 gallon diesel fuel tank, a 10,000 gallon gasoline tank, and a 2000 gallon heating oil tank on July 30, 1991. It is also on RCRA-SQG for being a small quantity generator of D001 ignitable waste with no violations found.

All other properties that appeared in the EDR First Report were found by the Site reconnaissance and historical review to be outside a reasonably likely zone of influence to the Site.

The EDR First Report Orphan Summary did identify one property that was found by the Site reconnaissance and historical review to be outside a reasonably likely zone of influence to the Site.

Site Reconnaissance

On October 7, 2022, TSC conducted a reconnaissance of the Site and adjoining properties for the purpose of identifying indications of the use or disposal of hazardous substances or petroleum products. The Site is streets in a commercial area consistent with information reviewed on topographic maps, aerial photographs, and the EDR environmental database report. No indications of staining, unnaturally stressed vegetation or areas conspicuously absent of vegetation were noted at the Site. No evidence of aboveground storage tanks or of vent or fill pipes suggesting the presence of underground storage tanks were identified at the Site areas to be excavated. No indication of petroleum sheen was identified. No indications of solid waste or drum storage were noted at the Site. No suspect PCB containing equipment or hazardous waste generation was identified on Site. No evidence of the use or release of hazardous substances or petroleum products was identified at the Site in or affecting areas that are to be excavated. No additional sources of potential impact from the Site or adjacent properties were identified. The current status of the surrounding properties is also consistent with the information reviewed and none of the above conditions were noted at their locations within a zone of influence to the Site. No additional sources of potential impact from the Site or adjacent properties were identified.

Based on adjoining and nearby properties to the Site appearing on the environmental database search results, the Site was identified as a Potentially Impacted Property. The collection of soil samples and analysis were performed to evaluate the soil for common contaminants of concern.

Soil Sampling & Analytical Testing

On October 7, 2022, TSC, in conjunction with a geotechnical investigation, performed five soil borings (B-1 through B-5) along the Site streets. The boring locations are indicated on the attached Boring Location Plan, where they are labeled C-# corresponding to B-# for sample names.

Soil at the Site beneath the pavement consists generally of silty clay with little sand and gravel. The soil samples were screened using a Mini-RAE 3000 photo-ionization detector (PID), which did not detect any readings exceeding background conditions. No visual or odorous signs of impact were noted in the samples. Samples B-1/S-1, B-3/S-1, and B-5/S-1 from 1-2 feet below ground surface (bgs), and, B-2/S-2 and B-4/S-2 from 2-4 feet bgs, were selected as being representative of the soil to be removed from the Site. Sample B-1 was representative of soil near Stuart Ironsides; B-2 was of Dial One Midwest Mechanical; B-3 was of Stone Wheel, OEC Graphics, and ITP; B-4 was of Prototech Engineering, Suede Life Inc., All Cleaners, Control Data Corp., and Worldwide Transportation; B-5 was of Advance Valve, Midwest Helicopter, John Crane Inc., and Harry Bladucci. The samples were placed in laboratory supplied jars and 5035 preserved vials. The samples were then transported to the analytical laboratory in a cooler on ice using standard chain of custody procedures. TSC's Professional Geologist, determined that analysis for Volatile Organic Compounds (VOCs), Polynuclear Aromatic hydrocarbons (PNAs), total RCRA metals, and pH, are appropriate indicator parameters of potential impact to the Site.

The analytical results are presented in the First Environmental Laboratories, Inc. analytical report dated October 17, 2022. The analytical report indicates that no VOCs or PNAs were detected in any of the samples at the laboratory reporting limits. Several of the total RCRA metals were detected in all of the samples at the laboratory reporting limits, at typical background levels, except for elevated chromium in

B-1/S-1. The pH values of 8.66 for sample B-1/S-1, 8.40 for B-2/S-2, 8.35 for B-3/S-1, and 8.46 for B-4/S-2 are within the required range of 6.25-9.0 units, the pH value of 9.32 for B-5/S-1 is not.

The analytical results were compared to the Maximum Allowable Concentrations of Chemical Constituents (MACs) listed in 35 IAC 1100 Subpart F. The analytical results obtained from the soil samples tested indicate that all analyzed parameters meet their respective MACs for disposal at a CCDD/USFO facility, except for chromium in B-1/S-1 and pH for B-5/S-1. Chromium was detected in B-1/S-1 at 21.6 mg/kg which exceeds the MAC for chromium of 21.0 mg/kg.

In accordance with 35IAC1100.610(b)(3)(C) as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by SPLP for chromium to the respective TACO Class I Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC requested First Environmental Laboratories, Inc. to perform SPLP chromium analysis on sample B-1/S-1. The analytical results are presented in the First Environmental Laboratories, Inc. analytical report dated October 27, 2022.

The SPLP chromium concentration of 0.086 mg/L for B-1/S-1 does meet the TACO Class I Soil Component of the Groundwater Ingestion Exposure Route Objective of 0.1 mg/L for chromium, therefore, B-1/S-1 does meet the MAC for chromium after SPLP analysis.

In order to limit the amount of soil that is excluded from disposal utilizing the LPC-663 form, TSC re-mobilized to the Site in the vicinity of boring B-5 in order to take additional samples 10 feet to its west and east, and had them analyzed for pH. The analytical results are presented in the First Environmental Laboratories, Inc. analytical report dated November 28, 2022. The pH values of 8.81 for sample C-5 10' E and 8.77 for C-5 10' W are within the required range of 6.25-9.0 units.

Because soil sample B-5/S-1 did not meet the MAC criteria, the LPC-663 Form cannot be completed for soil from 10 feet west to 10 feet east of boring B-5 as is indicated on the attached Location Plan, and soil there is ineligible for disposal at a CCDD/USFO facility. Soil at B-5/S-1 fails the MAC criteria for pH only, and may be retained for use on site if desired. Alternatively, soil can be disposed offsite at a Subtitle D landfill. Typically, disposal is arranged at a Subtitle D landfill, selected based on trucking and tipping fees. Additional analytical testing will likely be required by the landfill for completion of the waste profile. Please contact TSC if we may be of assistance in completing the waste profile and providing any additional analysis required by the landfill.

The IEPA LPC-663 Form, Uncontaminated Soil Certification, signed by a Licensed Professional Geologist, along with the analytical report and chain of custody, has been completed for disposal of the soil from the source site, Executive Drive and Plaza Court in Willowbrook, IL, as shown on last page of the attached EDR First Report, and, with the exception of the described excluded area in the vicinity of boring B-5.

TSC recommends the full report be forwarded to the USFO facility selected for disposal. It is noted that the USFO facility will make the determination on whether or not they will choose to accept the soil and may request additional analytical data. Additionally, the USFO will screen each load of soil with a PID, which will determine the final acceptance of individual loads, regardless of the analytical results.

We appreciate the opportunity to be of service to you. Please contact us with any questions.

Respectfully,

TESTING SERVICE CORPORATION

Prepared by:



Brian K. Walker, P.G. #196.000772
Environmental Department Manager



Aaron J. Ulrey, P.G. #196.001390
Project Geologist

BKW:AJU:ljm

Enc: LPC-663 Form
Boring Location Plan
Analytical Reports and Chain of Custody
EOR First Report



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification

by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Pavement Reconstruction Office Phone Number, if available: 847-823-0500

Physical Site Location (address, including number and street):

Executive Drive and Plaza Court, excluding from 10' west to 10' east of B-5 on map

City: Willowbrook State: IL Zip Code: 60527

County: DuPage Township: Downers Grove

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345)

Latitude: 41.74892 Longitude: -87.93749

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☐ Map Interpolation ☐ Photo Interpolation ☐ Survey ☒ Other

EDR First Report

IEPA Site Number(s), if assigned: BOL: None BOW: None BOA: None

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

Site Operator

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification**III. Basis for Certification and Attachments**

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.810(a):

See attached report. Review of historical topo maps to 1890 and aerial photos to 1939 indicate Site area had been agricultural since before that time. Airport after 1946. Commercial after 1974. EDR identified adjoining and nearby properties to Site on environmental databases. 5 borings performed, screened with a PID.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis, the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.810].

PID screening: no volatiles above background. Samples B-1/S-1, B-2/S-2, B-3/S-1, B-4/S-2, B-5/S-2 representing site soil conditions, collected for analysis of VOCs, PNAs, total RCRA metals, & pH. Analytical results verify soil meets MACs after chromium SPLP, except B-5. pH range of 8.35 to 8.66 between 6.25 and 9.0, therefore, soil in those locations uncontaminated.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Aaron J. Ulrey (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: Testing Service Corporation

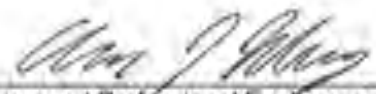
Street Address: 360 South Main Place

City: Carol Stream State: IL Zip Code: 60188

Phone: 630-462-2600

Aaron J. Ulrey

Printed Name:

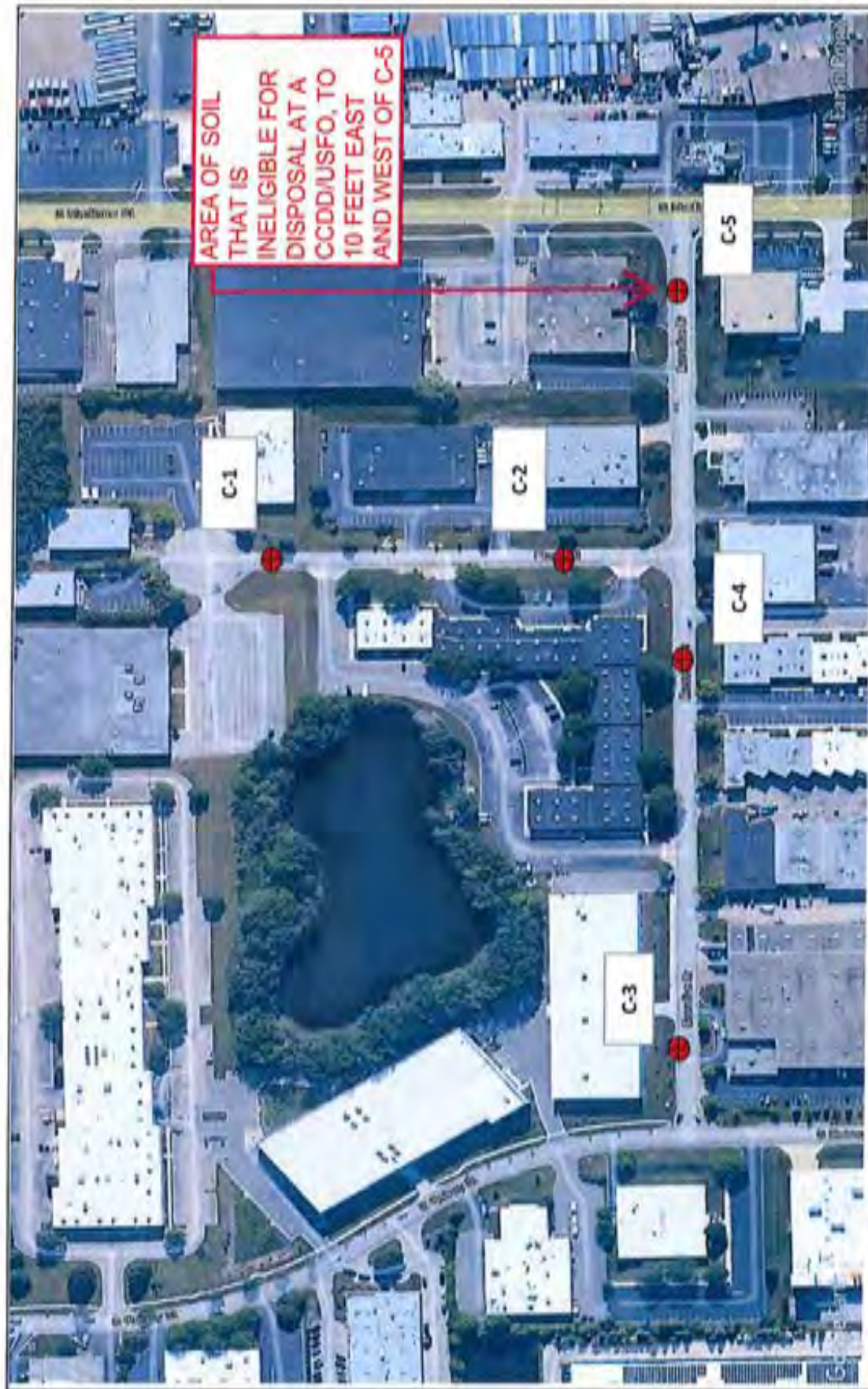


Licensed Professional Engineer or
Licensed Professional Geologist Signature:

11-29-2022

Date:





LEGEND SOIL BORING LOCATION	PAVEMENT CORES EXECUTIVE DR AND PLAZA CT WILLOWBROOK, ILLINOIS		TESTING SERVICE CORPORATION 360 SOUTH MAIN PLACE CAROL STREAM, ILLINOIS 60188	DRAWN BY: DPD CHECKED BY: DPD JOB NO: L-94,772 DATE: 10/20/22	PAGE NO. 1 OF 1



October 20, 2022

Mr. Aaron Ulrey
TESTING SERVICE CORP.
360 S. Main Place
Carol Stream, IL 60188

Project ID: PO# 94772, Executive Dr & Plaza Ct
First Environmental File ID: 22-7709
Date Received: October 11, 2022

Dear Mr. Aaron Ulrey:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922022-8: effective 02/10/2022 through 02/28/2023.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Joy Geraci
Project Manager



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **22-7709**

Project ID: **PO# 94772, Executive Dr & Plaza Ct**

Date Received: **October 11, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
22-7709-001	B-1/S-1	10/7/2022
22-7709-002	B-2/S-2	10/7/2022
22-7709-003	B-3/S-1	10/7/2022
22-7709-004	B-4/S-2	10/7/2022
22-7709-005	B-5/S-1	10/7/2022

Sample Batch Comments:

Time of sample collection was not provided.



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **22-7709**

Project ID: **PO# 94772, Executive Dr & Plaza Ct**

Date Received: **October 11, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-1/S-1
Sample No: 22-7709-001

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540G 2011				
Analysis Date: 10/12/22				
Total Solids	80.98		%	
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-1/S-1
Sample No: 22-7709-001

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 10/12/22				
Preparation Method 3546				
Preparation Date: 10/11/22				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals Method: 6010C				
Analysis Date: 10/20/22				
Preparation Method 3050B				
Preparation Date: 10/13/22				
Arsenic	11.6	1.0	mg/kg	
Barium	78.7	0.5	mg/kg	
Cadmium	0.9	0.5	mg/kg	
Chromium	21.6	0.5	mg/kg	
Lead	29.7	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury Method: 7471B				
Analysis Date: 10/13/22				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-1/S-1
Sample No: 22-7709-001

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 10/13/22 9:20				
pH @ 25°C, 1:2	8.66		Units	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-2/S-2
Sample No: 22-7709-002

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540G 2011				
Analysis Date: 10/12/22				
Total Solids	83.51		%	
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-2/S-2
Sample No: 22-7709-002

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 10/13/22				
Preparation Method 3546				
Preparation Date: 10/12/22				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals Method: 6010C				
Analysis Date: 10/20/22				
Preparation Method 3050B				
Preparation Date: 10/13/22				
Arsenic	7.5	1.0	mg/kg	
Barium	67.7	0.5	mg/kg	
Cadmium	1.4	0.5	mg/kg	
Chromium	15.3	0.5	mg/kg	
Lead	21.1	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury Method: 7471B				
Analysis Date: 10/14/22				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-2/S-2
Sample No: 22-7709-002

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 10/13/22 9:20				
pH @ 25°C, 1:2	8.40		Units	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-3/S-1
Sample No: 22-7709-003

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540G 2011				
Analysis Date: 10/12/22				
Total Solids	84.73		%	
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-3/S-1
Sample No: 22-7709-003

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 10/13/22				
Preparation Method 3546				
Preparation Date: 10/12/22				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals Method: 6010C				
Analysis Date: 10/17/22				
Preparation Method 3050B				
Preparation Date: 10/13/22				
Arsenic	9.3	1.0	mg/kg	
Barium	55.4	0.5	mg/kg	
Cadmium	0.6	0.5	mg/kg	
Chromium	19.6	0.5	mg/kg	
Lead	17.7	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury Method: 7471B				
Analysis Date: 10/14/22				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-3/S-1
Sample No: 22-7709-003

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 10/13/22 9:20				
pH @ 25°C, 1:2	8.35		Units	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-4/S-2
Sample No: 22-7709-004

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540G 2011				
Analysis Date: 10/12/22				
Total Solids	84.32		%	
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-4/S-2
Sample No: 22-7709-004

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 10/13/22				
Preparation Method 3546				
Preparation Date: 10/12/22				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals Method: 6010C				
Analysis Date: 10/17/22				
Preparation Method 3050B				
Preparation Date: 10/13/22				
Arsenic	8.0	1.0	mg/kg	
Barium	30.9	0.5	mg/kg	
Cadmium	0.6	0.5	mg/kg	
Chromium	16.7	0.5	mg/kg	
Lead	12.7	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury Method: 7471B				
Analysis Date: 10/14/22				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-4/S-2
Sample No: 22-7709-004

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 10/13/22 9:20				
pH @ 25°C, 1:2	8.46		Units	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-5/S-1
Sample No: 22-7709-005

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540G 2011				
Analysis Date: 10/12/22				
Total Solids	84.63		%	
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Acetone	< 200	200	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-5/S-1
Sample No: 22-7709-005

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 10/12/22				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 10/13/22				
Preparation Method 3546				
Preparation Date: 10/12/22				
Acenaphthene	< 330	330	ug/kg	
Acenaphthylene	< 330	330	ug/kg	
Anthracene	< 330	330	ug/kg	
Benzo(a)anthracene	< 330	330	ug/kg	
Benzo(a)pyrene	< 90	90	ug/kg	
Benzo(b)fluoranthene	< 330	330	ug/kg	
Benzo(k)fluoranthene	< 330	330	ug/kg	
Benzo(ghi)perylene	< 330	330	ug/kg	
Chrysene	< 330	330	ug/kg	
Dibenzo(a,h)anthracene	< 90	90	ug/kg	
Fluoranthene	< 330	330	ug/kg	
Fluorene	< 330	330	ug/kg	
Indeno(1,2,3-cd)pyrene	< 330	330	ug/kg	
Naphthalene	< 330	330	ug/kg	
Phenanthrene	< 330	330	ug/kg	
Pyrene	< 330	330	ug/kg	
Total Metals Method: 6010C				
Analysis Date: 10/17/22				
Preparation Method 3050B				
Preparation Date: 10/13/22				
Arsenic	8.1	1.0	mg/kg	
Barium	53.4	0.5	mg/kg	
Cadmium	0.5	0.5	mg/kg	
Chromium	16.9	0.5	mg/kg	
Lead	19.9	0.5	mg/kg	
Selenium	< 1.0	1.0	mg/kg	
Silver	< 0.2	0.2	mg/kg	
Total Mercury Method: 7471B				
Analysis Date: 10/14/22				
Mercury	< 0.05	0.05	mg/kg	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: PO# 94772, Executive Dr & Plaza Ct
Sample ID: B-5/S-1
Sample No: 22-7709-005

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/20/22

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 10/13/22 9:20				
pH @ 25°C, 1:2	9.32		Units	



First Environmental Laboratories, Inc.

First Environmental Laboratories
1600 Shore Road, Suite D
Naperville, Illinois 60563
Phone: (630) 778-1200 • Fax: (630) 778-1233
E-mail: firstinfo@firstenv.com • www.firstenv.com
IEPA Certification #100292

CHAIN OF CUSTODY RECORD

Page 1 of 1 pgs

Company Name: TSC
Street Address: 3605 Main Pl
City: Chgo 60644 State: IL Zip: 60648
Phone: 630 571 5441 e-mail: envdept@tsccorp.com
Send Report To: Aaron Diney
Sampled By: Pete Diney

Date/Time Taken	Sample Description	Matrix	Parameter(s)										Comments	Lab I.D.
			VOCs	PVKS	Total PCBs	PAHs	PH	Hold - Do Not Analyze						
10-7-22	B-1/3-1	✓	✓	✓	✓	✓	✓						22-7709-001	
	B-2/3-2	✓	✓	✓	✓	✓	✓						-002	
	A-3/3-1	✓	✓	✓	✓	✓	✓						-003	
	B-4/3-2	✓	✓	✓	✓	✓	✓						-004	
	B-5/3-1	✓	✓	✓	✓	✓	✓						-005	

FOR LAB USE ONLY:

Cooler Temperature: 0.1 -6°C Yes ✓ No 2.8 °C
Received within 5 hrs. of collection: ✓
Ice Present: Yes ✓ No ✓

LAB COURIER USE ONLY:

Sample Refrigerated: Yes ✓ No ✓
Refrigerator Temperature: ✓ °C

Program: ☐ TACO/SRP ☐ CCDD ☐ NPDES ☐ LUST ☐ SDWA
*Matrix Code Key: S-Soil SL-Sludge DW-Drinking Water
WW-Wastewater GW-Groundwater WIPE-Wipe O-Other

Notes and Special Instructions:

Relinquished By: 1621 Induey Date/Time: 10/7/22 3 PM Received By: me Date/Time: 10/10/22 10:40
Relinquished By: me Date/Time: 10/10/22 10:40 Received By: me Date/Time: 10/10/22 10:40



October 27, 2022

Mr. Aaron Ulrey
TESTING SERVICE CORP.
360 S. Main Place
Carol Stream, IL 60188

Project ID: 94772, Executive Dr & Plaza Ct
First Environmental File ID: 22-8053
Date Received: October 11, 2022

Dear Mr. Aaron Ulrey:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922022-8: effective 02/10/2022 through 02/28/2023.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Joy Geraci
Project Manager



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **22-8053**

Project ID: **94772, Executive Dr & Plaza Ct**

Date Received: **October 11, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
22-8053-001	B-1/S-1	10/7/2022

Sample Batch Comments:

Time of sample collection was not provided.



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **22-8053**

Project ID: **94772, Executive Dr & Plaza Ct**

Date Received: **October 11, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.

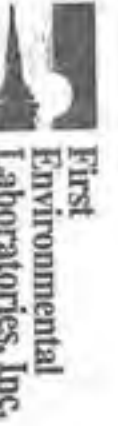


Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 94772, Executive Dr & Plaza Ct
Sample ID: B-1/S-1
Sample No: 22-8053-001

Date Collected: 10/07/22
Time Collected:
Date Received: 10/11/22
Date Reported: 10/27/22

Analyte	Result	R.L.	Units	Flags
SPLP Extraction	Method: 1312			
Analysis Date: 10/24/22				
SPLP Metals Extraction	Complete			
SPLP Metals Method 1312	Method: 6010C			
Analysis Date: 10/26/22				
Chromium	0.086	0.005	mg/L	



First Environmental Laboratories, Inc.
1600 Shore Road, Suite D
Naperville, Illinois 60563
Phone: (630) 778-1200 • Fax: (630) 778-1233
E-mail: firstinfo@firstenv.com • www.firstenv.com
IEPA Certification #100292

CHAIN OF CUSTODY RECORD

Company Name: TSC
Street Address: 360 S Main Pl
City: Chgo 1 51244 State: IL Zip: 60188
Phone: _____ e-mail: envdept@tscenv.com
Send Report To: Aaron Cline
Sampled By: Rick Dwyer

Date/Time Taken	Sample Description	Matrix	Parameter(s)	Comments	Lab I.D.
10-7-22	B-1/3-1	X	VOCS	X	22-709-101
	A-2/5-2	X	PIJKS		-002
	A-3/5-1	X	Total PCBs		-003
	B-4/5-2	X	pH		-004
	B-5/5-1	X	SP/PC/Minium		-005
			Per PCB		
			10/2/2020		
			Hold - Do Not Analyze		

FOR LAB USE ONLY:

Cooler Temperature: 0-1-6°C Yes ✓ No 2.8 °C
Received within 6 hrs. of collection: _____
Ice Present: Yes ✓ No _____

LAB COURIER USE ONLY:

Sample Refrigerated: Yes _____ No _____ °C
Refrigerator Temperature: _____ °C

Program: ☐ TACO/SRP ☐ CCDD ☐ NPDES ☐ LUST ☐ SDWA
*Matrix Code Key: S-Soil SL-Sludge DW-Drinking Water
WW-Wastewater GW-Groundwater WPE-Wipe O-Other

Notes and Special Instructions: _____

Relinquished By: VC L Indue Date/Time: 10/7/22 3 pm Received By: Amo Cline Date/Time: 10-7-22 1500
Relinquished By: Amo Cline Date/Time: 10/10/22 1640 Received By: Amo Cline Date/Time: 10/10/22 1640
Rev. 6/19



November 28, 2022

Mr. Aaron Ulrey
TESTING SERVICE CORP.
360 S. Main Place
Carol Stream, IL 60188

Project ID: 94772 - Executive Plaza Willowbrook
First Environmental File ID: 22-8857
Date Received: November 17, 2022

Dear Mr. Aaron Ulrey:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922022-8: effective 02/10/2022 through 02/28/2023.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Joy Geraci
Project Manager



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **22-8857**

Project ID: **94772 - Executive Plaza Willowbrook**

Date Received: **November 17, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
22-8857-001	C-5 10' E	11/16/2022
22-8857-002	C-5 10' W	11/16/2022

Sample Batch Comments:

Time of sample collection was not provided.



Case Narrative

TESTING SERVICE CORP.

Lab File ID: **22-8857**

Project ID: **94772 - Executive Plaza Willowbrook**

Date Received: **November 17, 2022**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
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C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 94772 - Executive Plaza Willowbrook
Sample ID: C-5 10' E
Sample No: 22-8857-001

Date Collected: 11/16/22
Time Collected:
Date Received: 11/17/22
Date Reported: 11/28/22

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 11/25/22 9:00				
pH @ 25°C, 1:2	8.81		Units	



Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 94772 - Executive Plaza Willowbrook
Sample ID: C-5 10' W
Sample No: 22-8857-002

Date Collected: 11/16/22
Time Collected:
Date Received: 11/17/22
Date Reported: 11/28/22

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 11/25/22 9:00				
pH @ 25°C, 1:2	8.77		Units	



Company Name: TSC
Street Address: 360 S Main Pl
City: Coal Stream State: IL Zip: 60188
Phone: e-mail: envdept@tsc.com
Send Report To: Anna Carey
Sampled By: John Moberg

[illegible]

Notes and Special Instructions:

Reinquished By: <u>Mr J. G. G. G.</u>	Date Time <u>11/12/22</u>	Received By: <u>Mr J. G. G. G.</u>	Date Time <u>11/12/22</u>
Reinquished By: <u>Mr J. G. G. G.</u>	Date Time <u>11/12/22</u>	Received By: <u>Mr J. G. G. G.</u>	Date Time <u>11/12/22</u>

Pavement Reconstruction

Executive Drive & Plaza Court
Willowbrook, IL 60527

Inquiry Number: 7133221.1s
September 29, 2022

EDR FIRST REPORT

A Search of ASTM E1527-21 §8.2.2 Databases



edrnet.com

800.352.0050

Table of Contents

This report includes a search of reasonably available environmental records to assist the professional in compliance with Section 8.2.2 Standard Federal, State, and Tribal Environmental Record Source of ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-21). Additional environmental records sources may be available for your property.

Target Site: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

Site Location

	<u>Degrees (Decimal)</u>	<u>Degrees (Min/Sec)</u>	<u>UTMs</u>
Longitude:	87.937490	87.9374900 - 87° 56' 14.96"	Easting: 422053.5
Latitude:	41.749920	41.7499200 - 41° 44' 59.71"	Northing: 4622222.0
Elevation:	706 ft. above sea level		Zone: Zone 16

<u>SECTION</u>	<u>PAGE</u>
Search Summary	ES-1
Sites Sorted by Distance	ES-5
Sites Sorted by Database	ES-7
1 Mile Map	2
0.25 Mile Map	3
Mapped Site Details	4
Orphan Summary	OR-1
Records Searched/Data Currency Tracking	GR-1
USGS 7.5 Minute Topographic Map	TM-1

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Search Summary

**TARGET SITE: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	Orphan	TOTALS
<i>Lists of Federal NPL (Superfund) sites</i>										
	NPL	07/26/2022	0.250	0	0	0	-	-	0	0
	Proposed NPL	07/26/2022	0.250	0	0	0	-	-	0	0
	NPL LIENS	10/15/1991	TP	0	-	-	-	-	0	0
<i>Lists of Federal Delisted NPL sites</i>										
	Delisted NPL	07/26/2022	0.250	0	0	0	-	-	0	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>										
	FEDERAL FACILITY	05/25/2021	0.250	0	0	0	-	-	0	0
	SEMS	07/26/2022	0.250	0	0	0	-	-	0	0
<i>Lists of Federal CERCLA sites with NFRAP</i>										
	SEMS-ARCHIVE	07/26/2022	0.250	0	0	0	-	-	0	0
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>										
	CORRACTS	06/20/2022	0.250	0	0	0	-	-	0	0
<i>Lists of Federal RCRA TSD facilities</i>										
	RCRA-TSDF	06/20/2022	0.250	0	0	0	-	-	0	0
<i>Lists of Federal RCRA generators</i>										
	RCRA-LQG	06/20/2022	0.250	0	0	0	-	-	0	0
	RCRA-SQG	06/20/2022	0.250	0	4	0	-	-	0	4
	RCRA-VSQG	06/20/2022	0.250	0	4	6	-	-	0	10
<i>Federal institutional controls / engineering controls registries</i>										
	LUCIS	05/16/2022	0.250	0	0	0	-	-	0	0
	US ENG CONTROLS	05/16/2022	0.250	0	0	0	-	-	0	0
	US INST CONTROLS	05/16/2022	0.250	0	0	0	-	-	0	0
<i>Federal ERNS list</i>										
	ERNS	06/14/2022	TP	0	-	-	-	-	0	0
<i>Lists of state- and tribal hazardous waste facilities</i>										
	SSU	03/23/2022	0.250	0	0	0	-	-	0	0
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>										
	SWF/LF	12/31/2020	0.250	0	0	0	-	-	0	0

Search Summary

**TARGET SITE: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	Orphan	TOTALS
	CCDD	09/11/2020	0.250	0	0	0	-	-	0	0
	LF SPECIAL WASTE	01/01/1990	0.250	0	0	0	-	-	0	0
	IL NIPC	08/01/1988	0.250	0	0	0	-	-	0	0
<i>Lists of state and tribal leaking storage tanks</i>										
	LUST	04/18/2022	0.250	0	4	12	-	-	1	17
	INDIAN LUST	04/28/2021	0.250	0	0	0	-	-	0	0
	LUST TRUST	06/06/2016	0.250	0	0	1	-	-	0	1
<i>Lists of state and tribal registered storage tanks</i>										
	FEMA UST	10/14/2021	0.250	0	0	0	-	-	0	0
	UST	04/18/2022	0.250	0	7	7	-	-	0	14
	AST	05/17/2022	0.250	0	1	1	-	-	0	2
	INDIAN UST	04/07/2022	0.250	0	0	0	-	-	0	0
<i>State and tribal institutional control / engineering control registries</i>										
	ENG CONTROLS	06/27/2022	0.250	0	0	0	-	-	0	0
	INST CONTROL	06/27/2022	0.250	0	0	0	-	-	0	0
<i>Lists of state and tribal voluntary cleanup sites</i>										
	INDIAN VCP	07/27/2015	0.250	0	0	0	-	-	0	0
	SRP	06/27/2022	0.250	0	0	2	-	-	0	2
<i>Lists of state and tribal brownfield sites</i>										
	BROWNFIELDS	02/11/2010	0.250	0	0	0	-	-	0	0
<i>Local Brownfield lists</i>										
	US BROWNFIELDS	02/23/2022	0.250	0	0	0	-	-	0	0
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>										
	INDIAN ODI	12/31/1998	0.250	0	0	0	-	-	0	0
	ODI	06/30/1985	0.250	0	0	0	-	-	0	0
	DEBRIS REGION 9	01/12/2009	0.250	0	0	0	-	-	0	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>										
	US HIST CDL	04/30/2022	TP	0	-	-	-	-	0	0
	CDL	06/30/2022	TP	0	-	-	-	-	0	0
	US CDL	04/30/2022	TP	0	-	-	-	-	0	0
<i>Local Land Records</i>										
	LIENS 2	07/26/2022	TP	0	-	-	-	-	0	0

Search Summary

**TARGET SITE: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	Orphan	TOTALS
Records of Emergency Release Reports										
	HMIRS	03/21/2022	TP	0	-	-	-	-	0	0
	SPILLS	02/24/2022	TP	0	-	-	-	-	1	1
	SPILLS 90	07/18/2012	TP	0	-	-	-	-	0	0
Other Ascertainable Records										
	RCRA NonGen / NLR	06/20/2022	0.250	0	12	8	-	-	0	20
	FUDS	05/11/2022	0.250	0	0	0	-	-	0	0
	DOD	06/07/2021	0.250	0	0	0	-	-	0	0
	SCRD DRYCLEANERS	01/01/2017	0.250	0	0	0	-	-	0	0
	US FIN ASSUR	06/20/2022	TP	0	-	-	-	-	0	0
	EPA WATCH LIST	08/30/2013	TP	0	-	-	-	-	0	0
	2020 COR ACTION	09/30/2017	0.250	0	0	0	-	-	0	0
	TSCA	12/31/2016	TP	0	-	-	-	-	0	0
	TRIS	12/31/2018	TP	0	-	-	-	-	0	0
	SSTS	07/18/2022	TP	0	-	-	-	-	0	0
	ROD	07/26/2022	0.250	0	0	0	-	-	0	0
	RMP	04/27/2022	TP	0	-	-	-	-	0	0
	RAATS	04/17/1995	TP	0	-	-	-	-	0	0
	PRP	07/26/2022	TP	0	-	-	-	-	0	0
	PADS	01/20/2022	TP	0	-	-	-	-	0	0
	ICIS	11/18/2016	TP	0	-	-	-	-	0	0
	FTTS	04/09/2009	TP	0	-	-	-	-	0	0
	MLTS	06/10/2022	TP	0	-	-	-	-	0	0
	COAL ASH DOE	12/31/2020	TP	0	-	-	-	-	0	0
	COAL ASH EPA	01/12/2017	0.250	0	0	0	-	-	0	0
	PCB TRANSFORMER	09/13/2019	TP	0	-	-	-	-	0	0
	RADINFO	07/01/2019	TP	0	-	-	-	-	0	0
	HIST FTTS	10/19/2006	TP	0	-	-	-	-	0	0
	DOT OPS	01/02/2020	TP	0	-	-	-	-	0	0
	CONSENT	03/31/2022	0.250	0	0	0	-	-	0	0
	INDIAN RESERV	12/31/2014	0.250	0	0	0	-	-	0	0
	UMTRA	08/30/2019	0.250	0	0	0	-	-	0	0
	LEAD SMELTERS	07/26/2022	TP	0	-	-	-	-	0	0
	US AIRS	10/12/2016	TP	0	-	-	-	-	0	0
	US MINES	08/03/2022	0.250	0	0	0	-	-	0	0
	FINDS	05/13/2022	TP	0	-	-	-	-	0	0
	AIRS	03/30/2022	TP	0	-	-	-	-	0	0
	BOL	12/02/2021	TP	0	-	-	-	-	0	0
	COAL ASH	10/01/2011	0.250	0	0	0	-	-	0	0
	DRYCLEANERS	05/06/2022	0.250	0	0	0	-	-	0	0
	Financial Assurance	03/04/2022	TP	0	-	-	-	-	0	0

Search Summary

**TARGET SITE: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527**

Category	Database	Update	Radius	Site	1/8	1/4	1/2	> 1/2	Orphan	TOTALS
	HWAR	12/31/2019	TP	0	-	-	-	-	0	0
	IMPDMENT	12/31/1980	0.250	0	0	0	-	-	0	0
	NPDES	04/16/2014	TP	0	-	-	-	-	0	0
	PIMW	05/13/2022	0.250	0	0	0	-	-	0	0
	TIER 2	12/31/2021	TP	0	-	-	-	-	0	0
	UIC	08/30/2021	TP	0	-	-	-	-	0	0
<i>EDR Exclusive Records</i>										
	EDR MGP	08/28/2009	0.250	0	0	0	-	-	0	0
	EDR Hist Auto	02/20/2007	0.250	0	1	6	-	-	0	7
	EDR Hist Cleaner	02/20/2007	0.250	0	2	0	-	-	0	2
<i>Exclusive Recovered Govt. Archives</i>										
	RGA HWS		TP	0	-	-	-	-	0	0
	RGA LF		TP	0	-	-	-	-	0	0
	RGA LUST		TP	0	-	-	-	-	0	0
	- Totals --			0	35	43	0	0	2	80

Sites Sorted by Distance

TARGET PROPERTY ADDRESS:

EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft, mi.) DIRECTION
A1	MIDWEST HELICOPTER	525 EXECUTIVE DR	RCRA NonGen / NLR	Higher	1 ft.
B2	PROTOTECH ENGINEERIN	663 EXECUTIVE	RCRA-VSQG	Higher	14, 0.003, South
B3	ALL CLEANERS INC	657 EXECUTIVE DR	EDR Hist Cleaner	Higher	14, 0.003, South
B4	ITP	683 EXECUTIVE DRIVE	RCRA NonGen / NLR	Higher	15, 0.003, South
B5	ITP	683 EXECUTIVE DRIVE	RCRA NonGen / NLR	Higher	15, 0.003, South
C6	DIAL ONE MIDWEST MEC	7623 PLAZA COURT	RCRA NonGen / NLR	Higher	16, 0.003, East
A7	JOHN CRANE INC	530 EXECUTIVE	RCRA-VSQG	Higher	22, 0.004, North
D8	ALL CLEANERS INC	632 EXECUTIVE DR	EDR Hist Cleaner	Higher	24, 0.005, North
D9	CONTROL DATA CORP	636 EXECUTIVE DR	RCRA NonGen / NLR	Higher	24, 0.005, North
E10	ADVANCE VALVE	555 EXECUTIVE DR	RCRA-VSQG	Lower	32, 0.006, South
C11	STUART IRONSIDES INC	7575 PLAZA CT	RCRA NonGen / NLR	Higher	33, 0.006, East
12	STONE WHEEL INC	7675 QUINCY	LUST, UST	Higher	98, 0.019, South
E13	SUEDE LIFE INC	585 EXECUTIVE DR	RCRA NonGen / NLR	Higher	137, 0.026, South
E14	WORLD WIDE TRANSMISS	585 EXECUTIVE DR	EDR Hist Auto	Higher	137, 0.026, South
15	OEC GRAPHICS	7630 S QUINCY ST	RCRA NonGen / NLR	Higher	241, 0.046, NW
16	USHER, EDWARD	7575 SOUTH MADISON	LUST	Lower	358, 0.068, NNE
F17	CHEMLAWN SER CORP	7530 MADISON ST	LUST, UST	Lower	396, 0.075, East
G18	TRU FRAGRANCE	7725 SOUTH QUINCY ST	AST	Higher	400, 0.076, South
G19	ROMANE FRAGRANCES LL	7725 S QUINCY ST	RCRA-SQG	Higher	400, 0.076, South
F20	BALDUCCI HARRY	7585 S MADISON	UST	Higher	461, 0.087, North
F21	A & D HEATING CORP	7575 S MADISON	UST	Higher	475, 0.090, East
H22	WILLOWBROOK CENTRE P	NW CORNER OF MADISON	UST	Higher	556, 0.105, South
F23	HARRY BALDUCCI	7585 S MADISON	RCRA-SQG	Higher	570, 0.108, East
F24	BARCON CORP	7545 S MADISON	RCRA-SQG, LUST	Lower	587, 0.111, ENE
F25	NAZS GARAGE	7555 MADISON ST	RCRA-VSQG	Lower	597, 0.113, East
I26	A AND D HEATING	7535 S MADISON	UST, RCRA NonGen / NLR	Lower	614, 0.116, ENE
I27	CHEMLAWN SVC CORP	7530 MADISON ST	RCRA NonGen / NLR	Lower	616, 0.117, ENE
H28	7-ELEVEN 33132	535 JOLIET RD	RCRA NonGen / NLR	Higher	637, 0.121, South
H29	7-ELEVEN #33132	535 JOLIET ROAD	UST	Higher	637, 0.121, South
30	TARGET STORE T1882	7601 KINGERY HWY	RCRA-SQG	Higher	641, 0.121, West
31	LEATHER CLEANER	7540 QUINCY	RCRA NonGen / NLR	Higher	651, 0.123, NNW
J32	WILLOWBROOK VILLAGE	7760 QUINCY	RCRA-VSQG	Higher	668, 0.127, South
J33	VILLAGE OF WILLOWBRO	7760 QUINCY RD	UST	Higher	668, 0.127, South
J34	VILLAGE OF WILLOWBRO	7760 QUINCY ROAD	LUST, LUST TRUST	Higher	668, 0.127, South
J35	MICRO-BIOTROL CO	7775 QUINCY ST	LUST, UST, SRP	Higher	669, 0.127, South
36	LIMITORQUE CORP	845 MIDWAY DR	RCRA NonGen / NLR	Higher	685, 0.130, SW
J37	STERIGENICS US LLC	7775 QUINCY ST	RCRA NonGen / NLR	Higher	742, 0.141, South
J38	ENVIRO-TEST INC	7780 QUINCY ST	RCRA NonGen / NLR	Higher	763, 0.145, South
39	LONDON PROPERTIES, L	15W460 FRONTAGE RD.	LUST	Lower	778, 0.147, NW

Sites Sorted by Distance

TARGET PROPERTY ADDRESS:

EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft, mi.) DIRECTION
K40	BARTON ENTERPRISES	7545 SOUTH MADISON	LUST	Higher	848, 0.161, NNE
K41	BARTON ENTERPRISES	7545 SOUTH MADISON	UST	Higher	848, 0.161, NNE
J42	FRANCE COMPRESSOR PR	7810 S QUINCY	RCRA-VSQG	Higher	857, 0.162, South
L43	SHELL OIL COMPANY	601 N FRONTAGE RD	EDR Hist Auto	Higher	867, 0.164, South
L44	WILLOWBROOK CENTER J	500 JOLIET ROAD	SRP	Higher	899, 0.170, South
45	YUASA INC	7531 BRUSH HILL RD	RCRA NonGen / NLR	Higher	1013, 0.192, ENE
M46	MOBIL OIL CORP.	7675 KINGERY HWY.	LUST	Higher	1016, 0.192, WSW
M47	MOBIL OIL CORP.	7675 KINGERY HWY.	LUST	Higher	1016, 0.192, WSW
M48	MOBIL OIL #05BEJ	7675 KINGERY HWY.	LUST	Higher	1016, 0.192, WSW
M49	MOBIL OIL CORP SS BE	7675 KINGERY HWY	RCRA NonGen / NLR	Higher	1016, 0.192, WSW
M50	WILLOWBROOK MOBILE	7675 KINGERY HWY	EDR Hist Auto	Higher	1016, 0.192, WSW
M51	MOBIL OIL CORP.	7675 KINGERY HWY.	LUST	Higher	1016, 0.192, WSW
N52	TAMELING, STEVE	7400 SOUTH MADISON S	LUST	Higher	1042, 0.197, NNE
N53	STEVE TAMELING INC	7400 S MADISON	UST	Higher	1042, 0.197, NNE
O54	DAUBERT COATED PRODU	580 JOLIET	RCRA NonGen / NLR	Higher	1049, 0.199, South
P55	ACTIVE INDUSTRIES OF	7850 QUINCY ST	RCRA NonGen / NLR	Higher	1052, 0.199, South
Q56	TAXI GASOLINE VENTRU	7420 S QUINCY ST	EDR Hist Auto	Higher	1057, 0.200, NNW
R57	GE INTERNATIONAL INC	7521 BRUSH HILL RD	RCRA-VSQG	Higher	1081, 0.205, NNE
R58	CINGULAR	7501 SOUTH SOPER	UST, AST	Higher	1083, 0.205, ENE
O59	U S EPA REGION 5 SF	600A JOLIET RD	RCRA-VSQG	Higher	1084, 0.205, South
O60	PENNZOIL-QUAKER STAT	600 JOLIET RD	EDR Hist Auto	Higher	1084, 0.205, South
O61	VISCOSITY OIL CO	600 H JOLIET RD	RCRA NonGen / NLR	Higher	1084, 0.205, South
M62	BUCKY'S EXPRESS #654	7675 KINGERY HIGHWAY	UST	Higher	1100, 0.208, West
Q63	PLASTICS GROUP	7409 S QUINCY ST	RCRA-VSQG	Higher	1154, 0.219, NNW
S64	TOM & JERRYS SHELL S	7505 KINGERY HWY	EDR Hist Auto	Higher	1158, 0.219, NW
S65	TRUE NORTH ENERGY #1	7505 SOUTH KINGERY H	LUST	Higher	1158, 0.219, NW
S66	TRUE NORTH ENERGY, L	7505 SOUTH KINGERY	LUST	Higher	1158, 0.219, NW
P67	SCROLLEX CORP	7888 QUINCY	RCRA-VSQG	Higher	1253, 0.237, South
T68	SHELL OIL CO.	7505 KINGERY AVE. &	LUST	Higher	1277, 0.242, WNW
T69	TRUE NORTH #1990	7505 S. KINGERY	UST	Higher	1277, 0.242, WNW
S70	TOM & JERRY TIRE & S	7505 ST RTE 83	EDR Hist Auto	Higher	1282, 0.243, NW

Sites Sorted by Database

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Lists of Federal RCRA generators

RCRA-SQG: RCRA - Small Quantity Generators

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
ROMANE FRAGRANCES LL	7725 S QUINCY ST	S (0.076 mi. / 400 ft.)	G19	61
HARRY BALDUCCI	7585 S MADISON	E (0.108 mi. / 570 ft.)	F23	69
BARCON CORP	7545 S MADISON	ENE (0.111 mi. / 587 ft.)	F24	73
TARGET STORE T1882	7601 KINGERY HWY	W (0.121 mi. / 641 ft.)	30	97

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
PROTOTECH ENGINEERIN	663 EXECUTIVE	S (0.003 mi. / 14 ft.)	B2	7
JOHN CRANE INC	530 EXECUTIVE	N (0.004 mi. / 22 ft.)	A7	27
ADVANCE VALVE	555 EXECUTIVE DR	S (0.006 mi. / 32 ft.)	E10	37
NAZS GARAGE	7555 MADISON ST	E (0.113 mi. / 597 ft.)	F25	76
WILLOWBROOK VILLAGE	7760 QUINCY	S (0.127 mi. / 668 ft.)	J32	113
FRANCE COMPRESSOR PR	7810 S QUINCY	S (0.162 mi. / 857 ft.)	J42	146
GE INTERNATIONAL INC	7521 BRUSH HILL RD	NNE (0.205 mi. / 1081 ft.)	R57	174
U S EPA REGION 5 SF	600A JOLIET RD	S (0.205 mi. / 1084 ft.)	O59	180
PLASTICS GROUP	7409 S QUINCY ST	NNW (0.219 mi. / 1154 ft.)	Q63	194
SCROLLEX CORP	7888 QUINCY	S (0.237 mi. / 1253 ft.)	P67	201

Lists of state and tribal leaking storage tanks

LUST: Leaking Underground Storage Tank Sites

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
STONE WHEEL INC NFA/NFR Letter: 1993-08-02 Incident Num: 920551 IL EPA Id: 431105037	7675 QUINCY	S (0.019 mi. / 98 ft.)	12	45
USHER, EDWARD NFA/NFR Letter: 2019-01-03 Incident Num: 902115 IL EPA Id: 431100005	7575 SOUTH MADISON	NNE (0.068 mi. / 358 ft.)	16	57

Sites Sorted by Database

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CHEMLAWN SER CORP NFA/NFR Letter: 2012-05-02 Incident Num: 890303 IL EPA Id: 431105003	7530 MADISON ST	E (0.075 mi. / 396 ft.)	F17	57
BARCON CORP NFA/NFR Letter: 1999-08-17 Incident Num: 921646 IL EPA Id: 434525063	7545 S MADISON	ENE (0.111 mi. / 587 ft.)	F24	73
VILLAGE OF WILLOWBRO NFA/NFR Letter: 2016-10-31 Incident Num: 20150286 IL EPA Id: 431105056	7760 QUINCY ROAD	S (0.127 mi. / 668 ft.)	J34	118
MICRO-BIOTROL CO Incident Num: 900381 IL EPA Id: 431105032	7775 QUINCY ST	S (0.127 mi. / 669 ft.)	J35	119
LONDON PROPERTIES, L NFA/NFR Letter: 2012-10-02 Incident Num: 20000794 IL EPA Id: 434525027	15W460 FRONTAGE RD.	NW (0.147 mi. / 778 ft.)	39	137
BARTON ENTERPRISES NFA/NFR Letter: 2015-02-11 Incident Num: 20120326 IL EPA Id: 434195065	7545 SOUTH MADISON	NNE (0.161 mi. / 848 ft.)	K40	139
MOBIL OIL CORP. NFA/NFR Letter: 2006-07-28 Incident Num: 902102 IL EPA Id: 431105014	7675 KINGERY HWY.	WSW (0.192 mi. / 1016 ft.)	M46	154
MOBIL OIL CORP. NFA/NFR Letter: 2006-07-28 Incident Num: 950549 IL EPA Id: 431105014	7675 KINGERY HWY.	WSW (0.192 mi. / 1016 ft.)	M47	155
MOBIL OIL #05BEJ NFA/NFR Letter: 2006-07-28 Incident Num: 892540 IL EPA Id: 431105014	7675 KINGERY HWY.	WSW (0.192 mi. / 1016 ft.)	M48	156
MOBIL OIL CORP. NFA/NFR Letter: 2006-07-28 Incident Num: 20000552 IL EPA Id: 431105014	7675 KINGERY HWY.	WSW (0.192 mi. / 1016 ft.)	M51	162
TAMELING, STEVE NFA/NFR Letter: 1994-06-08 Incident Num: 900632 IL EPA Id: 431105030	7400 SOUTH MADISON S	NNE (0.197 mi. / 1042 ft.)	N52	162
TRUE NORTH ENERGY #1 Incident Num: 20210593 Incident Num: 871649 Incident Num: 20120788 IL EPA Id: 431105022	7505 SOUTH KINGERY H	NW (0.219 mi. / 1158 ft.)	S65	198
TRUE NORTH ENERGY, L Incident Num: 20210986 IL EPA Id: 431105022	7505 SOUTH KINGERY	NW (0.219 mi. / 1158 ft.)	S66	200

Sites Sorted by Database

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SHELL OIL CO. NFA/NFR Letter: 1998-03-17 Incident Num: 961814 IL EPA Id: 431105022	7505 KINGERY AVE. &	WNW (0.242 mi. / 1277 ft.)	T68	205

LUST TRUST: Underground Storage Tank Fund Payment Priority List

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
VILLAGE OF WILLOWBRO Incident Number: 20150286-66124	7760 QUINCY ROAD	S (0.127 mi. / 668 ft.)	J34	118

Lists of state and tribal registered storage tanks

UST: Underground Storage Tank Facility List

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
STONE WHEEL INC Tank Status: Removed Status: CLOSED Facility Id: 2029560	7675 QUINCY	S (0.019 mi. / 98 ft.)	12	45
CHEMLAWN SER CORP Tank Status: Removed Status: CLOSED Facility Id: 2014892	7530 MADISON ST	E (0.075 mi. / 396 ft.)	F17	57
BALDUCCI HARRY Tank Status: Removed Status: EXEMPT Facility Id: 2027205	7585 S MADISON	N (0.087 mi. / 461 ft.)	F20	64
A & D HEATING CORP Tank Status: Removed Status: CLOSED Facility Id: 2005127	7575 S MADISON	E (0.090 mi. / 475 ft.)	F21	66
WILLOWBROOK CENTRE P Tank Status: Removed Status: CLOSED Facility Id: 2026383	NW CORNER OF MADISON	S (0.105 mi. / 556 ft.)	H22	68
A AND D HEATING Tank Status: Removed Status: CLOSED Facility Id: 2026022	7535 S MADISON	ENE (0.116 mi. / 614 ft.)	I26	82
7-ELEVEN #33132 Tank Status: Currently in use Status: ACTIVE Facility Id: 2039619	535 JOLIET ROAD	S (0.121 mi. / 637 ft.)	H29	95

Sites Sorted by Database

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
VILLAGE OF WILLOWBRO Tank Status: Removed Status: CLOSED Facility Id: 2003593	7760 QUINCY RD	S (0.127 mi. / 668 ft.)	J33	117
MICRO-BIOTROL CO Tank Status: Removed Status: CLOSED Facility Id: 2017379	7775 QUINCY ST	S (0.127 mi. / 669 ft.)	J35	119
BARTON ENTERPRISES Tank Status: Removed Status: CLOSED Facility Id: 2016061	7545 SOUTH MADISON	NNE (0.161 mi. / 848 ft.)	K41	139
STEVE TAMELING INC Tank Status: Removed Status: CLOSED Facility Id: 2005784	7400 S MADISON	NNE (0.197 mi. / 1042 ft.)	N53	164
CINGULAR Tank Status: Removed Status: CLOSED Facility Id: 2031533	7501 SOUTH SOPER	ENE (0.205 mi. / 1083 ft.)	R58	178
BUCKY'S EXPRESS #654 Tank Status: Removed Tank Status: Currently in use Status: ACTIVE Facility Id: 2009031	7675 KINGERY HIGHWAY	W (0.208 mi. / 1100 ft.)	M62	187
TRUE NORTH #1990 Tank Status: Removed Status: CLOSED Facility Id: 2006983	7505 S. KINGERY	WNW (0.242 mi. / 1277 ft.)	T69	205

AST: Above Ground Storage Tanks

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
TRU FRAGRANCE Occupancy Number: -DD-059-1414602714178	7725 SOUTH QUINCY ST	S (0.076 mi. / 400 ft.)	G18	60
CINGULAR Occupancy Number: 001-DD-055 Occupancy Number: 001-DD-059	7501 SOUTH SOPER	ENE (0.205 mi. / 1083 ft.)	R58	178

Sites Sorted by Database

Lists of state and tribal voluntary cleanup sites

SRP: Site Remediation Program Database

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MICRO-BIOTROL CO IL EPA Id: 431105032	7775 QUINCY ST	S (0.127 mi. / 669 ft.)	J35	119
WILLOWBROOK CENTER J IL EPA Id: 431105077	500 JOLIET ROAD	S (0.170 mi. / 899 ft.)	L44	149

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MIDWEST HELICOPTER	525 EXECUTIVE DR	(0.000 mi. / 0 ft.)	A1	4
ITP	683 EXECUTIVE DRIVE	S (0.003 mi. / 15 ft.)	B4	13
ITP	683 EXECUTIVE DRIVE	S (0.003 mi. / 15 ft.)	B5	18
DIAL ONE MIDWEST MEC	7623 PLAZA COURT	E (0.003 mi. / 16 ft.)	C6	23
CONTROL DATA CORP	636 EXECUTIVE DR	N (0.005 mi. / 24 ft.)	D9	31
STUART IRONSIDES INC	7575 PLAZA CT	E (0.006 mi. / 33 ft.)	C11	40
SUEDE LIFE INC	585 EXECUTIVE DR	S (0.026 mi. / 137 ft.)	E13	48
OEC GRAPHICS	7630 S QUINCY ST	NW (0.046 mi. / 241 ft.)	15	53
A AND D HEATING	7535 S MADISON	ENE (0.116 mi. / 614 ft.)	I26	82
CHEMLAWN SVC CORP	7530 MADISON ST	ENE (0.117 mi. / 616 ft.)	I27	87
7-ELEVEN 33132	535 JOLIET RD	S (0.121 mi. / 637 ft.)	H28	91
LEATHER CLEANER	7540 QUINCY	NNW (0.123 mi. / 651 ft.)	31	109
LIMITORQUE CORP	845 MIDWAY DR	SW (0.130 mi. / 685 ft.)	36	123
STERIGENICS US LLC	7775 QUINCY ST	S (0.141 mi. / 742 ft.)	J37	127
ENVIRO-TEST INC	7780 QUINCY ST	S (0.145 mi. / 763 ft.)	J38	131
YUASA INC	7531 BRUSH HILL RD	ENE (0.192 mi. / 1013 ft.)	45	151
MOBIL OIL CORP SS BE	7675 KINGERY HWY	WSW (0.192 mi. / 1016 ft.)	M49	157
DAUBERT COATED PRODU	580 JOLIET	S (0.199 mi. / 1049 ft.)	O54	166
ACTIVE INDUSTRIES OF	7850 QUINCY ST	S (0.199 mi. / 1052 ft.)	P55	170
VISCOSITY OIL CO	600 H JOLIET RD	S (0.205 mi. / 1084 ft.)	O61	184

EDR Exclusive Records

EDR Hist Auto: EDR Exclusive Historical Auto Stations

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
WORLD WIDE TRANSMISS	585 EXECUTIVE DR	S (0.026 mi. / 137 ft.)	E14	52
SHELL OIL COMPANY	601 N FRONTAGE RD	S (0.164 mi. / 867 ft.)	L43	149
WILLOWBROOK MOBILE	7675 KINGERY HWY	WSW (0.192 mi. / 1016 ft.)	M50	161
TAXI GASOLINE VENTRU	7420 S QUINCY ST	NNW (0.200 mi. / 1057 ft.)	Q56	173

Sites Sorted by Database

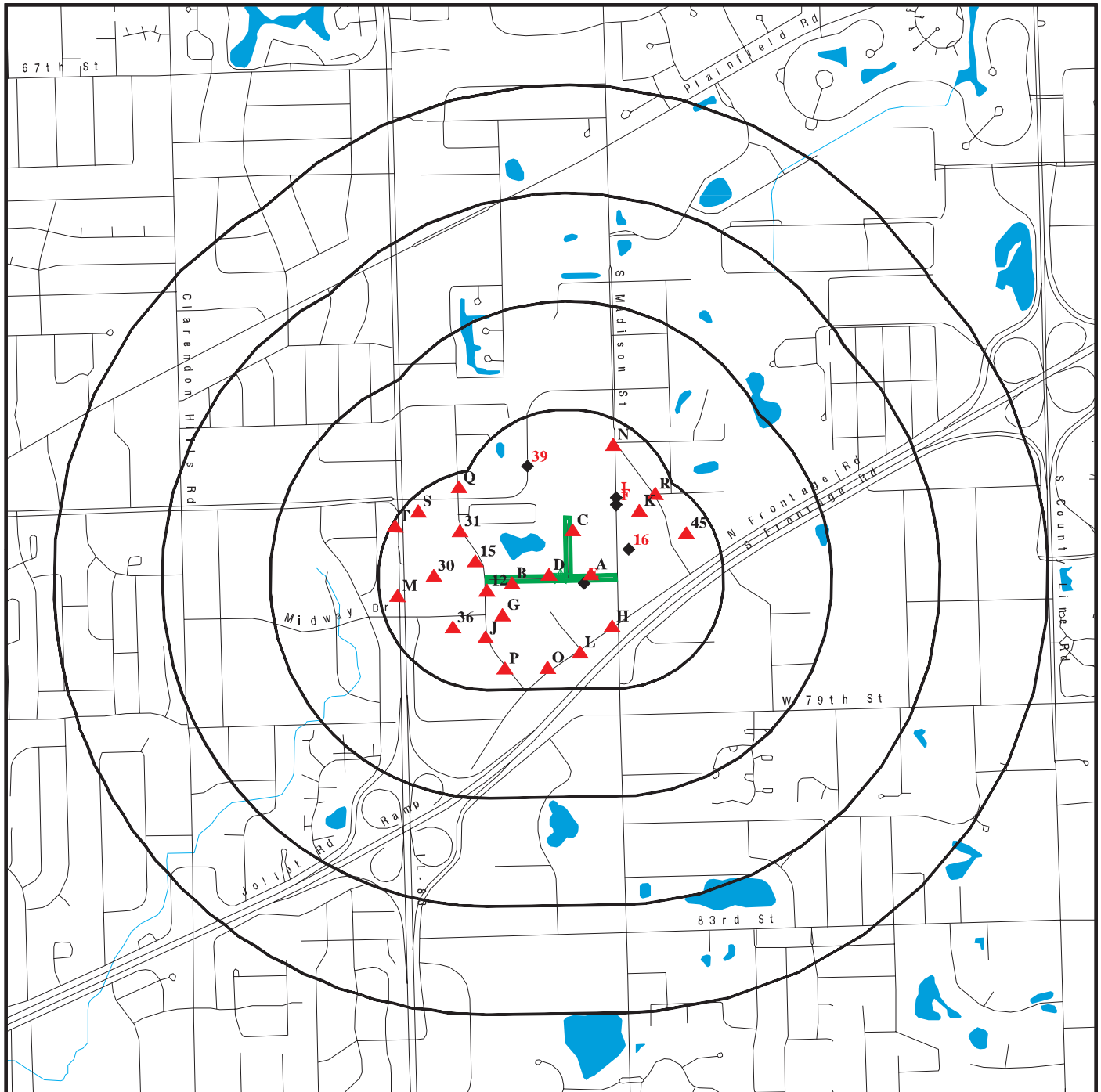
<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
PENNZOIL-QUAKER STAT	600 JOLIET RD	S (0.205 mi. / 1084 ft.)	O60	183
TOM & JERRYS SHELL S	7505 KINGERY HWY	NW (0.219 mi. / 1158 ft.)	S64	198
TOM & JERRY TIRE & S	7505 ST RTE 83	NW (0.243 mi. / 1282 ft.)	S70	211

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

<u>Site</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
ALL CLEANERS INC	657 EXECUTIVE DR	S (0.003 mi. / 14 ft.)	B3	13
ALL CLEANERS INC	632 EXECUTIVE DR	N (0.005 mi. / 24 ft.)	D8	30

1.00 Mile Map

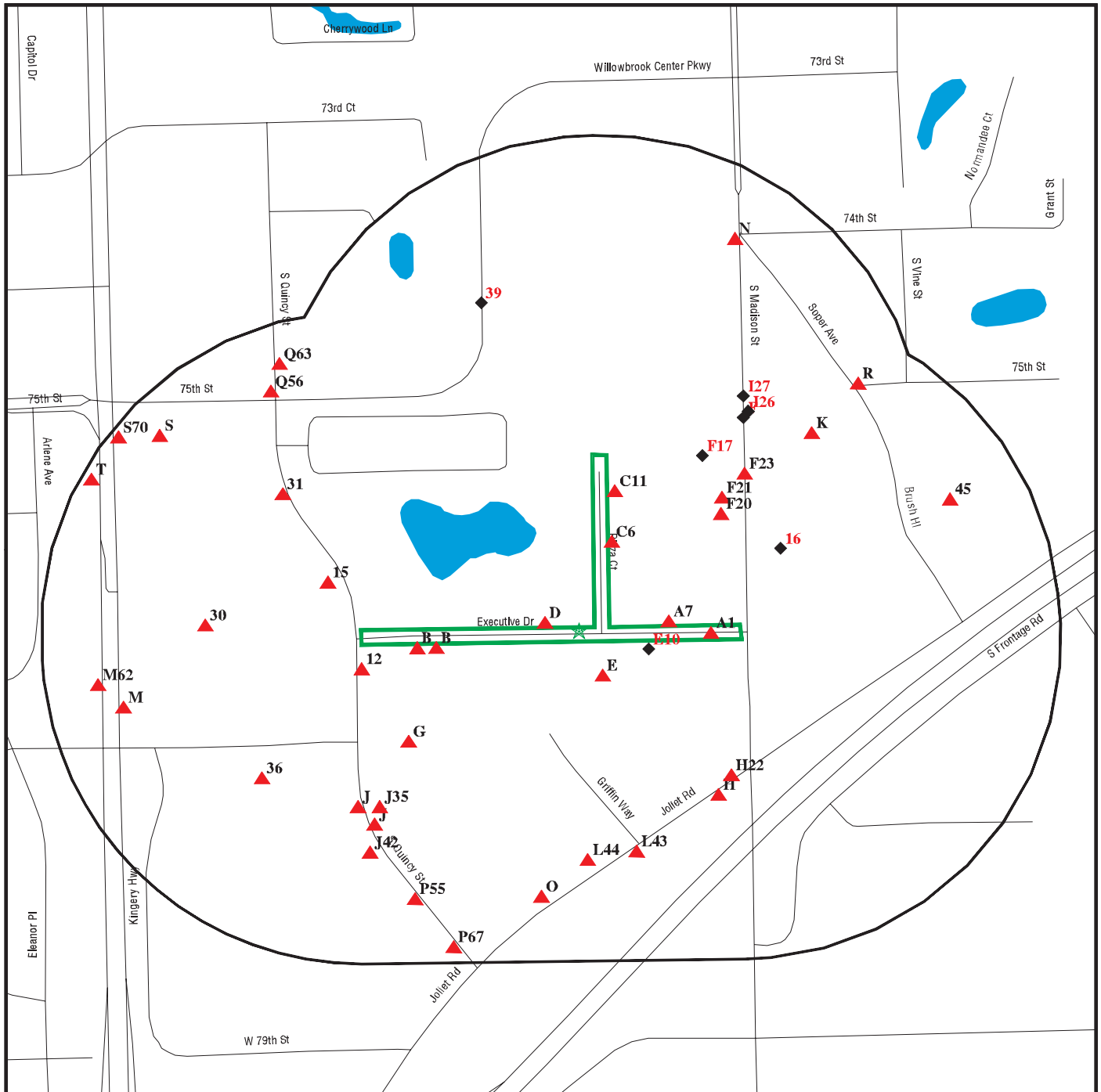
EXECUTIVE DRIVE & PLAZA COURT WILLOWBROOK, IL 60527



Black Rings Represent Qtr. Mile Radius

- ★ Target Property (Latitude: 41.74992 Longitude: 87.93749)
- ▲ High or Equal Elevation Sites
- ◆ Low Elevation Sites
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA

EXECUTIVE DRIVE & PLAZA COURT WILLOWBROOK, IL 60527



Black Rings Represent Qtr. Mile Radius

-  **Target Property (Latitude: 41.74992 Longitude: 87.93749)**
 **High or Equal Elevation Sites**  **Indian Reservations BIA**
 **Low Elevation Sites**
 **National Priority List Sites**
 **Dept. Defense Sites**

EDR First Report

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697902 **DIST/DIR:** 0.000 **ELEVATION:** 706 **MAP ID:**A1

NAME: MIDWEST HELICOPTER
ADDRESS: 525 EXECUTIVE DR
HINSDALE, IL 60521
DU PAGE

RCRA Listings:

Date Form Received by Agency: 20191213
Handler Name: MIDWEST HELICOPTER AIRWAYS INC
Handler Address: 525 EXECUTIVE DR
Handler City,State,Zip: HINSDALE, IL 60521
EPA ID: ILR000101311
Contact Name: Not reported
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: Not reported
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: Not reported
Mailing City,State,Zip: Not reported
Owner Name: Not reported
Owner Type: Not reported
Operator Name: Not reported
Operator Type: Not reported
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697902	DIST/DIR: 0.000	ELEVATION: 706	MAP ID: A1

NAME: MIDWEST HELICOPTER

ADDRESS: 525 EXECUTIVE DR
HINSDALE, IL 60521
DU PAGE

Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20191213
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: No
 Manifest Broker: No
 Sub-Part P Indicator: No

Hazardous Waste Summary:
 Waste Code: D001
 Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697902 **DIST/DIR:** 0.000 **ELEVATION:** 706 **MAP ID:**A1

NAME: MIDWEST HELICOPTER

ADDRESS: 525 EXECUTIVE DR
HINSDALE, IL 60521
DU PAGE

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: MIDWEST HELICOPTER AIRWAYS INC
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 525 EXECUTIVE DR
Owner/Operator City,State,Zip: HINSDALE, IL 60521
Owner/Operator Telephone: 630-325-7860
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20191213
Handler Name: MIDWEST HELICOPTER AIRWAYS INC
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 20001107
Handler Name: MIDWEST HELICOPTER AIRWAYS INC
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697902 **DIST/DIR:** 0.000 **ELEVATION:** 706 **MAP ID:**A1

NAME: MIDWEST HELICOPTER
ADDRESS: 525 EXECUTIVE DR
HINSDALE, IL 60521
DU PAGE

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA-VSQQ

EDR ID: 1000824596 **DIST/DIR:** 0.003 South **ELEVATION:** 707 **MAP ID:**B2

NAME: PROTOTECH ENGINEERING
ADDRESS: 663 EXECUTIVE
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:
Date Form Received by Agency: 19921231
Handler Name: PROTOTECH ENGINEERING
Handler Address: 663 EXECUTIVE
Handler City,State,Zip: WILLOWBROOK, IL 60521
EPA ID: ILD984909739
Contact Name: KEVIN KENNEDY
Contact Address: 663 EXECUTIVE
Contact City,State,Zip: WILLOWBROOK, IL 60521
Contact Telephone: 708-920-0370
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000824596	DIST/DIR: 0.003 South	ELEVATION: 707	MAP ID: B2

NAME: PROTOTECH ENGINEERING

ADDRESS: 663 EXECUTIVE

WILLOWBROOK, IL 60527

DU PAGE

Active Site Indicator: Handler Activities
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 663 EXECUTIVE
 Mailing City,State,Zip: WILLOWBROOK, IL 60521
 Owner Name: PROTOTECH ENGINEERING
 Owner Type: Private
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: NN
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000824596	DIST/DIR: 0.003 South	ELEVATION: 707	MAP ID: B2

NAME: PROTOTECH ENGINEERING

ADDRESS: 663 EXECUTIVE

WILLOWBROOK, IL 60527

DU PAGE

Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDU Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20000915
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: Not reported
 Manifest Broker: Not reported
 Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: F003

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: PROTOTECH ENGINEERING

Legal Status: Private

Date Became Current: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID:	1000824596	DIST/DIR:	0.003 South	ELEVATION:	707	MAP ID:	B2

NAME: PROTOTECH ENGINEERING

ADDRESS: 663 EXECUTIVE

WILLOWBROOK, IL 60527

DU PAGE

Date Ended Current: Not reported
Owner/Operator Address: 663 EXECUTIVE
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521
Owner/Operator Telephone: 708-920-0370
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 19921231
Handler Name: PROTOTECH ENGINEERING
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violation:
Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported
Enforcement Identifier: Not reported
Date of Enforcement Action: Not reported
Enforcement Responsible Agency: Not reported
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: Not reported
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000824596 **DIST/DIR:** 0.003 South **ELEVATION:** 707 **MAP ID:**B2

NAME: PROTOTECH ENGINEERING

ADDRESS: 663 EXECUTIVE

WILLOWBROOK, IL 60527

DU PAGE

Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: Not reported
Enforcement Responsible Person: Not reported
Enforcement Responsible Sub-Organization: Not reported
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported
Enforcement Identifier: Not reported
Date of Enforcement Action: Not reported
Enforcement Responsible Agency: Not reported
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: Not reported
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000824596 **DIST/DIR:** 0.003 South **ELEVATION:** 707 **MAP ID:**B2

NAME: PROTOTECH ENGINEERING
ADDRESS: 663 EXECUTIVE
WILLOWBROOK, IL 60527
DU PAGE

Enforcement Responsible Person: Not reported
Enforcement Responsible Sub-Organization: Not reported
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 19930107
Evaluation Responsible Agency: State
Found Violation: No
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: ILWW
Evaluation Responsible Sub-Organization: F2
Actual Return to Compliance Date: Not reported
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

Evaluation Date: 19931007
Evaluation Responsible Agency: State
Found Violation: No
Evaluation Type Description: FOCUSED COMPLIANCE INSPECTION
Evaluation Responsible Person Identifier: ILWW
Evaluation Responsible Sub-Organization: F2
Actual Return to Compliance Date: Not reported
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

EDR Hist Cleaner

EDR ID: 1018736464 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B3

NAME: ALL CLEANERS INC
ADDRESS: 657 EXECUTIVE DR
WILLOWBROOK, IL 60527
DUPAGE

EDR Hist Cleaner:

Year: Name: Type:

2001 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents

2002 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents

RCRA NonGen / NLR

EDR ID: 1004697624 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B4

NAME: ITP
ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:

Date Form Received by Agency: 20061221

Handler Name: ITP

Handler Address: 683 EXECUTIVE DR

Handler City,State,Zip: WILLOWBROOK, IL 60527-5603

EPA ID: ILR000079285

Contact Name: ENV COORDINATOR

Contact Address: Not reported

Contact City,State,Zip: Not reported

Contact Telephone: 630-325-9460

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Not reported

State District Owner: Not reported

State District: DESPLAINES

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697624	DIST/DIR: 0.003 South	ELEVATION: 708	MAP ID: B4

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DU PAGE

Mailing Address: 683 EXECUTIVE DR
Mailing City,State,Zip: WILLOWBROOK, IL 60527-5603
Owner Name: ITP
Owner Type: Private
Operator Name: ITP
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697624 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B4

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DU PAGE

Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSD Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20150414
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Biennial: List of Years
Year: 2005

[Click Here for Biennial Reporting System Data:](#)

Hazardous Waste Summary:
Waste Code: D003
Waste Description: REACTIVE WASTE

Handler - Owner Operator:
Owner/Operator Indicator: Operator
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: ITP
Legal Status: Private

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697624 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B4

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DU PAGE

Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 683 EXECUTIVE DR
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521
Owner/Operator Telephone: 630-325-9460
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697624 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B4

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DU PAGE

Historic Generators:

Receive Date: 20060401

Handler Name: ITP

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

Receive Date: 20061221

Handler Name: ITP

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

Receive Date: 20000718

Handler Name: ITP

Federal Waste Generator Description: Large Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 339999

NAICS Description: ALL OTHER MISCELLANEOUS MANUFACTURING

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697624 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B4

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DU PAGE

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA NonGen / NLR

EDR ID: 1004697629 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B5

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:
Date Form Received by Agency: 20061221
Handler Name: ITP
Handler Address: 683 EXECUTIVE DRIVE
Handler City,State,Zip: WILLOWBROOK, IL 60527-5603
EPA ID: ILR000079335
Contact Name: ENV COORDINATOR
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: 630-325-9460
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697629	DIST/DIR: 0.003 South	ELEVATION: 708	MAP ID: B5

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DUPAGE

Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 683 EXECUTIVE DRIVE
 Mailing City,State,Zip: WILLOWBROOK, IL 60527-5603
 Owner Name: ITP
 Owner Type: Private
 Operator Name: ITP
 Operator Type: Private
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: NN
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697629 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B5

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DUPAGE

Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20150414
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Biennial: List of Years
Year: 2005

[Click Here for Biennial Reporting System Data:](#)

Hazardous Waste Summary:
Waste Code: D003
Waste Description: REACTIVE WASTE

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697629 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B5

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DUPAGE

Owner/Operator Indicator: Operator
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 683 EXECUTIVE DRIVE
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521
Owner/Operator Telephone: 630-325-9460
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: ITP
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697629 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B5

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DUPAGE

Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20060401
Handler Name: ITP
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20061221
Handler Name: ITP
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20000721
Handler Name: ITP
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004697629 **DIST/DIR:** 0.003 South **ELEVATION:** 708 **MAP ID:**B5

NAME: ITP

ADDRESS: 683 EXECUTIVE DRIVE
WILLOWBROOK, IL 60527
DUPAGE

List of NAICS Codes and Descriptions:

NAICS Code: 339999

NAICS Description: ALL OTHER MISCELLANEOUS MANUFACTURING

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

RCRA NonGen / NLR

EDR ID: 1000274717 **DIST/DIR:** 0.003 East **ELEVATION:** 706 **MAP ID:**C6

NAME: DIAL ONE MIDWEST MECHANICAL

ADDRESS: 7623 PLAZA COURT
WILLOWBROOK, IL 60521
DUPAGE

RCRA Listings:

Date Form Received by Agency: 20191213

Handler Name: DIAL ONE MIDWEST MECHANICAL

Handler Address: 7623 PLAZA COURT

Handler City,State,Zip: WILLOWBROOK, IL 60521

EPA ID: ILD982626442

Contact Name: Not reported

Contact Address: Not reported

Contact City,State,Zip: Not reported

Contact Telephone: Not reported

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000274717	DIST/DIR: 0.003 East	ELEVATION: 706	MAP ID: C6

NAME: DIAL ONE MIDWEST MECHANICAL
ADDRESS: 7623 PLAZA COURT
WILLOWBROOK, IL 60521
DUPAGE

Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: Not reported
Mailing City,State,Zip: Not reported
Owner Name: Not reported
Owner Type: Not reported
Operator Name: Not reported
Operator Type: Not reported
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: N
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000274717 **DIST/DIR:** 0.003 East **ELEVATION:** 706 **MAP ID:**C6

NAME: DIAL ONE MIDWEST MECHANICAL

ADDRESS: 7623 PLAZA COURT

WILLOWBROOK, IL 60521

DUPAGE

Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20191213
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: BEARD KENNETH

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000274717 **DIST/DIR:** 0.003 East **ELEVATION:** 706 **MAP ID:** C6

NAME: DIAL ONE MIDWEST MECHANICAL
ADDRESS: 7623 PLAZA COURT
WILLOWBROOK, IL 60521
DUPAGE

Owner/Operator Indicator: Operator
Owner/Operator Name: NAME NOT REPORTED
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20191213
Handler Name: DIAL ONE MIDWEST MECHANICAL
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 19890428
Handler Name: DIAL ONE MIDWEST MECHANICAL
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000274717 **DIST/DIR:** 0.003 East **ELEVATION:** 706 **MAP ID:**C6

NAME: DIAL ONE MIDWEST MECHANICAL
ADDRESS: 7623 PLAZA COURT
WILLOWBROOK, IL 60521
DUPAGE

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA-VSQG

EDR ID: 1004693876 **DIST/DIR:** 0.004 North **ELEVATION:** 706 **MAP ID:**A7

NAME: JOHN CRANE INC
ADDRESS: 530 EXECUTIVE
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:
Date Form Received by Agency: 19920203
Handler Name: CRANE JOHN INC
Handler Address: 530 EXECUTIVE
Handler City,State,Zip: WILLOWBROOK, IL 60521
EPA ID: ILD984850578
Contact Name: GARY KIECA
Contact Address: 530 EXECUTIVE
Contact City,State,Zip: WILLOWBROOK, IL 60521
Contact Telephone: 708-789-1100
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004693876	DIST/DIR: 0.004 North	ELEVATION: 706	MAP ID: A7

NAME: JOHN CRANE INC
ADDRESS: 530 EXECUTIVE
WILLOWBROOK, IL 60527
DU PAGE

Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: 530 EXECUTIVE
Mailing City,State,Zip: WILLOWBROOK, IL 60521
Owner Name: CRANE JOHN INC
Owner Type: Private
Operator Name: Not reported
Operator Type: Not reported
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004693876 **DIST/DIR:** 0.004 North **ELEVATION:** 706 **MAP ID:** A7

NAME: JOHN CRANE INC

ADDRESS: 530 EXECUTIVE

WILLOWBROOK, IL 60527

DU PAGE

Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSD Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20000915
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: CRANE JOHN INC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 530 EXECUTIVE

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521

Owner/Operator Telephone: 708-789-1100

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19920203

Handler Name: CRANE JOHN INC

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004693876 **DIST/DIR:** 0.004 North **ELEVATION:** 706 **MAP ID:**A7

NAME: JOHN CRANE INC
ADDRESS: 530 EXECUTIVE
WILLOWBROOK, IL 60527
DU PAGE

State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

EDR Hist Cleaner

EDR ID: 1018521860 **DIST/DIR:** 0.005 North **ELEVATION:** 707 **MAP ID:**D8

NAME: ALL CLEANERS INC
ADDRESS: 632 EXECUTIVE DR
WILLOWBROOK, IL 60527
DUPAGE

EDR Hist Cleaner:

Year: Name: Type:
2003 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2004 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2005 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

EDR Hist Cleaner

EDR ID: 1018521860 **DIST/DIR:** 0.005 North **ELEVATION:** 707 **MAP ID:**D8

NAME: ALL CLEANERS INC

ADDRESS: 632 EXECUTIVE DR
WILLOWBROOK, IL 60527
DUPAGE

2006 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2007 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2008 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2009 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2010 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2011 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2012 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2013 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents
2014 ALL CLEANERS INC: Garment Pressing And Cleaners' Agents

RCRA NonGen / NLR

EDR ID: 1000420005 **DIST/DIR:** 0.005 North **ELEVATION:** 707 **MAP ID:**D9

NAME: CONTROL DATA CORP

ADDRESS: 636 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:
Date Form Received by Agency: 20080612
Handler Name: CONTROL DATA CORP
Handler Address: 636 EXECUTIVE DR
Handler City,State,Zip: WILLOWBROOK, IL 60527-5610
EPA ID: ILD984779793
Contact Name: ROGER DELGROSSO
Contact Address: 150 SUNNEYSLOPE RD STE 120
Contact City,State,Zip: BROOKFIELD, WI 53005
Contact Telephone: 708-789-0038
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Not reported
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000420005 **DIST/DIR:** 0.005 North **ELEVATION:** 707 **MAP ID:**D9

NAME: CONTROL DATA CORP
ADDRESS: 636 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: 150 SUNNEYSLOPE RD STE 120
Mailing City,State,Zip: BROOKFIELD, WI 53005
Owner Name: DJ WISKES AND ASSOCIATES
Owner Type: Private
Operator Name: NAME NOT REPORTED
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000420005 DIST/DIR: 0.005 North ELEVATION: 707 MAP ID:D9

NAME: CONTROL DATA CORP

ADDRESS: 636 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20080612
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: F001

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING:
TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE,
1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED
FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING
CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF
ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED
IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE
SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: DJ WISKES AND ASSOCIATES
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000420005 **DIST/DIR:** 0.005 North **ELEVATION:** 707 **MAP ID:**D9

NAME: CONTROL DATA CORP
ADDRESS: 636 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: NAME NOT REPORTED
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: DJ WISKES AND ASSOCIATES
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: NAME NOT REPORTED
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: DJ WISKES AND ASSOCIATES
Legal Status: Private

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000420005 **DIST/DIR:** 0.005 North **ELEVATION:** 707 **MAP ID:**D9

NAME: CONTROL DATA CORP

ADDRESS: 636 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: NAME NOT REPORTED
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20070109
Handler Name: CONTROL DATA CORP
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20080612
Handler Name: CONTROL DATA CORP
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000420005 **DIST/DIR:** 0.005 North **ELEVATION:** 707 **MAP ID:**D9

NAME: CONTROL DATA CORP

ADDRESS: 636 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19891215
Handler Name: CONTROL DATA CORP
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000750786	DIST/DIR: 0.006 South	ELEVATION: 705	MAP ID: E10

NAME: ADVANCE VALVE

ADDRESS: 555 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:

Date Form Received by Agency: 20091022
 Handler Name: ADVANCE VALVE
 Handler Address: 555 EXECUTIVE DR
 Handler City,State,Zip: WILLOWBROOK, IL 60521
 EPA ID: ILD984916502
 Contact Name: MICHAEL MONTAGANO
 Contact Address: 555 EXECUTIVE DR
 Contact City,State,Zip: WILLOWBROOK, IL 60521
 Contact Telephone: 708-325-3232
 Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Private
 Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Handler Activities
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 555 EXECUTIVE DR
 Mailing City,State,Zip: WILLOWBROOK, IL 60521
 Owner Name: OESTERMEYER K W
 Owner Type: Private
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000750786 **DIST/DIR:** 0.006 South **ELEVATION:** 705 **MAP ID:**E10

NAME: ADVANCE VALVE

ADDRESS: 555 EXECUTIVE DR

WILLOWBROOK, IL 60527

DU PAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20091022
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID:	1000750786	DIST/DIR:	0.006 South	ELEVATION:	705	MAP ID:	E10

NAME: ADVANCE VALVE

ADDRESS: 555 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: OESTERMEYER K W
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 555 EXECUTIVE DR
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521
Owner/Operator Telephone: 708-325-3232
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: OESTERMEYER K W
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 555 EXECUTIVE DR
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521
Owner/Operator Telephone: 708-325-3232
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20091022
Handler Name: ADVANCE VALVE
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19930415
Handler Name: ADVANCE VALVE
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000750786 **DIST/DIR:** 0.006 South **ELEVATION:** 705 **MAP ID:**E10

NAME: ADVANCE VALVE

ADDRESS: 555 EXECUTIVE DR
WILLOWBROOK, IL 60527
DU PAGE

Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA NonGen / NLR

EDR ID: 1000156328 **DIST/DIR:** 0.006 East **ELEVATION:** 706 **MAP ID:**C11

NAME: STUART IRONSIDES INC

ADDRESS: 7575 PLAZA CT
WILLOWBROOK, IL 60521
DU PAGE

RCRA Listings:
Date Form Received by Agency: 20191213
Handler Name: STUART IRONSIDES INC
Handler Address: 7575 PLAZA CT
Handler City,State,Zip: WILLOWBROOK, IL 60521
EPA ID: ILD177652831
Contact Name: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000156328	DIST/DIR: 0.006 East	ELEVATION: 706	MAP ID: C11

NAME: STUART IRONSIDES INC
ADDRESS: 7575 PLAZA CT
WILLOWBROOK, IL 60521
DU PAGE

Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: Not reported
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Not reported
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: Not reported
Mailing City,State,Zip: Not reported
Owner Name: Not reported
Owner Type: Not reported
Operator Name: Not reported
Operator Type: Not reported
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: N
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000156328	DIST/DIR: 0.006 East	ELEVATION: 706	MAP ID: C11

NAME: STUART IRONSIDES INC

ADDRESS: 7575 PLAZA CT
WILLOWBROOK, IL 60521
DU PAGE

2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20191213
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: No
 Manifest Broker: No
 Sub-Part P Indicator: No

Hazardous Waste Summary:
 Waste Code: D001
 Waste Description: IGNITABLE WASTE

Waste Code: F003
 Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000156328 **DIST/DIR:** 0.006 East **ELEVATION:** 706 **MAP ID:**C11

NAME: STUART IRONSIDES INC

ADDRESS: 7575 PLAZA CT

WILLOWBROOK, IL 60521

DU PAGE

CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F005

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: STUART IRONSIDES INC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: NAME NOT REPORTED

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20191213

Handler Name: STUART IRONSIDES INC

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000156328 **DIST/DIR:** 0.006 East **ELEVATION:** 706 **MAP ID:** C11

NAME: STUART IRONSIDES INC
ADDRESS: 7575 PLAZA CT
WILLOWBROOK, IL 60521
DU PAGE

Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 19890807
Handler Name: STUART IRONSIDES INC
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19940301
Handler Name: STUART-IRONSIDES INC
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19960301
Handler Name: STUART-IRONSIDES INC
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000156328 **DIST/DIR:** 0.006 East **ELEVATION:** 706 **MAP ID:**C11

NAME: STUART IRONSIDES INC
ADDRESS: 7575 PLAZA CT
WILLOWBROOK, IL 60521
DU PAGE

Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 324191
NAICS Description: PETROLEUM LUBRICATING OIL AND GREASE MANUFACTURING

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

LUST, UST

EDR ID: U001144594 **DIST/DIR:** 0.019 South **ELEVATION:** 709 **MAP ID:**12

NAME: STONE WHEEL INC
ADDRESS: 7675 QUINCY
WILLOWBROOK, IL 60521
DU PAGE

LUST:
Name: STONE WHEEL INC.
Address: 7675 QUINCY
City,State,Zip: WILLOWBROOK, IL 60521
Incident Num: 920551
IL EPA Id: 431105037
Product: Fuel Oil
IEMA Date: 1992-02-28
Project Manager: Hamilton

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST

EDR ID: U001144594 **DIST/DIR:** 0.019 South **ELEVATION:** 709 **MAP ID:**12

NAME: STONE WHEEL INC

ADDRESS: 7675 QUINCY

WILLOWBROOK, IL 60521

DU PAGE

Project Manager Phone: Not reported

Email: Not reported

PRP Name: Stone Wheel Inc.

PRP Contact: Steve Duray

PRP Address: 7675 Quincy

PRP City,St,Zip: Willowbrook, IL 60521

PRP Phone: Not reported

Site Classification: Not reported

Section 57.5(g) Letter: 731

Date Section 57.5(g) Letter: Not reported

Non LUST Determination Letter: Not reported

20 Report Received: 1992-03-24

45 Report Received: 1992-09-22

No Further Remediation Letter: 1993-08-02

No Further Remediation Date Recorded: Not reported

Heating Oil Date: Not reported

Non-Lust LR Date: Not reported

UST:

Name: STONE WHEEL INC

Address: 7675 QUINCY

City: WILLOWBROOK

Zip: 60521

Facility ID: 2029560

Facility Status: CLOSED

Facility Type: INDUSTRIAL / MANUFACTURING

Owner Id: U0018937

Owner Name: Stone Wheel Inc

Owner Address: 7675 Quincy

Owner City,St,Zip: Willowbrook, IL 60521

Tank Number: 1

Tank Status: Removed

Tank Capacity: 5000

Tank Substance: Heating Oil

Last Used Date: 12/1/1986

OSFM First Notify Date: 3/16/1992

Red Tag Issue Date: Not reported

Install Date: 2/1/1978

Green Tag Decal: Not reported

Green Tag Issue Date: Not reported

Green Tag Expire Date: Not reported

Fee Due: Not reported

Motor Fuel Permit Inspection Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST

EDR ID: U001144594 **DIST/DIR:** 0.019 South **ELEVATION:** 709 **MAP ID:**12

NAME: STONE WHEEL INC
ADDRESS: 7675 QUINCY
WILLOWBROOK, IL 60521
DU PAGE

Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/26/1992
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 5000
Tank Substance: Heating Oil
Last Used Date: 12/1/1986
OSFM First Notify Date: 3/16/1992
Red Tag Issue Date: Not reported
Install Date: 2/1/1978
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/26/1992
Abandoned Date: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1007569981	DIST/DIR: 0.026 South	ELEVATION: 706	MAP ID: E13

NAME: SUEDE LIFE INC

ADDRESS: 585 EXECUTIVE DR
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:

Date Form Received by Agency: 20060301
 Handler Name: SUEDE LIFE INC
 Handler Address: 585 EXECUTIVE DR
 Handler City,State,Zip: WILLOWBROOK, IL 60527
 EPA ID: ILR000130765
 Contact Name: JOHN CONWAY
 Contact Address: Not reported
 Contact City,State,Zip: Not reported
 Contact Telephone: 800-447-5475
 Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Private
 Federal Waste Generator Description: Not a generator, verified
 Non-Notifier: Not reported
 Biennial Report Cycle: 2005
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 585 EXECUTIVE DR
 Mailing City,State,Zip: WILLOWBROOK, IL 60527
 Owner Name: SUEDE LIFE INC
 Owner Type: Private
 Operator Name: SUEDE LIFE INC
 Operator Type: Private
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1007569981 **DIST/DIR:** 0.026 South **ELEVATION:** 706 **MAP ID:**E13

NAME: SUEDE LIFE INC

ADDRESS: 585 EXECUTIVE DR
WILLOWBROOK, IL 60527
DUPAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20150414
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Biennial: List of Years
Year: 2005

[Click Here for Biennial Reporting System Data:](#)

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1007569981 **DIST/DIR:** 0.026 South **ELEVATION:** 706 **MAP ID:**E13

NAME: SUEDE LIFE INC

ADDRESS: 585 EXECUTIVE DR
WILLOWBROOK, IL 60527
DUPAGE

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D002

Waste Description: CORROSIVE WASTE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: SUEDE LIFE INC

Legal Status: Private

Date Became Current: 20040817

Date Ended Current: Not reported

Owner/Operator Address: 585 EXECUTIVE DR

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: 800-447-5475

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: SUEDE LIFE INC

Legal Status: Private

Date Became Current: 20040817

Date Ended Current: Not reported

Owner/Operator Address: 585 EXECUTIVE DR

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: 800-447-5475

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: SUEDE LIFE INC

Legal Status: Private

Date Became Current: 19000101

Date Ended Current: Not reported

Owner/Operator Address: 585 EXECUTIVE DR

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1007569981 **DIST/DIR:** 0.026 South **ELEVATION:** 706 **MAP ID:**E13

NAME: SUEDE LIFE INC

ADDRESS: 585 EXECUTIVE DR
WILLOWBROOK, IL 60527
DUPAGE

Owner/Operator Indicator: Operator
Owner/Operator Name: SUEDE LIFE INC
Legal Status: Private
Date Became Current: 19000101
Date Ended Current: Not reported
Owner/Operator Address: 585 EXECUTIVE DR
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20040817
Handler Name: SUEDE LIFE INC
Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20060301
Handler Name: SUEDE LIFE INC
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 339999
NAICS Description: ALL OTHER MISCELLANEOUS MANUFACTURING

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR							
EDR ID:	1007569981	DIST/DIR:	0.026 South	ELEVATION:	706	MAP ID:	E13
NAME: SUEDE LIFE INC							
ADDRESS: 585 EXECUTIVE DR							
WILLOWBROOK, IL 60527							
DUPAGE							
Facility Has Received Notices of Violations: Violations: No Violations Found							
Evaluation Action Summary: Evaluations: No Evaluations Found							

EDR Hist Auto							
EDR ID:	1020814133	DIST/DIR:	0.026 South	ELEVATION:	706	MAP ID:	E14
NAME: WORLD WIDE TRANSMISSION							
ADDRESS: 585 EXECUTIVE DR							
WILLOWBROOK, IL 60527							
DUPAGE							
EDR Hist Auto:							
Year: Name: Type:							
2006 WORLD WIDE TRANSMISSION: Automotive Transmission Repair Shops							

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000400172	DIST/DIR: 0.046 NW	ELEVATION: 710	MAP ID: 15

NAME: OEC GRAPHICS

ADDRESS: 7630 S QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:

Date Form Received by Agency: 20090730
 Handler Name: OEC GRAPHICS
 Handler Address: 7630 S QUINCY ST
 Handler City,State,Zip: WILLOWBROOK, IL 60527
 EPA ID: ILD039638226
 Contact Name: GUS ?
 Contact Address: 7630 S QUINCY ST
 Contact City,State,Zip: WILLOWBROOK, IL 60527
 Contact Telephone: 630-445-6700
 Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Private
 Federal Waste Generator Description: Not a generator, verified
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 7630 S QUINCY ST
 Mailing City,State,Zip: WILLOWBROOK, IL 60527
 Owner Name: OEC GRAPHICS
 Owner Type: Private
 Operator Name: OEC GRAPHICS
 Operator Type: Private
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000400172	DIST/DIR: 0.046 NW	ELEVATION: 710	MAP ID: 15

NAME: OEC GRAPHICS

ADDRESS: 7630 S QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: NN
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20150414
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: Not reported
 Manifest Broker: Not reported
 Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000400172 **DIST/DIR:** 0.046 NW **ELEVATION:** 710 **MAP ID:**15

NAME: OEC GRAPHICS

ADDRESS: 7630 S QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Handler - Owner Operator:

Owner/Operator Indicator: Operator

Owner/Operator Name: NAME NOT REPORTED

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: OEC GRAPHICS

Legal Status: Private

Date Became Current: 20090730

Date Ended Current: Not reported

Owner/Operator Address: 7630 S QUINCY ST

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: OEC GRAPHICS

Legal Status: Private

Date Became Current: 20090730

Date Ended Current: Not reported

Owner/Operator Address: 7630 S QUINCY ST

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: NAME NOT REPORTED

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000400172 **DIST/DIR:** 0.046 NW **ELEVATION:** 710 **MAP ID:**15

NAME: OEC GRAPHICS

ADDRESS: 7630 S QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19840713

Handler Name: WESTELL INC

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

Receive Date: 20090730

Handler Name: OEC GRAPHICS

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 32311

NAICS Description: PRINTING

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S105428181 **DIST/DIR:** 0.068 NNE **ELEVATION:** 705 **MAP ID:**16

NAME: USHER, EDWARD
ADDRESS: 7575 SOUTH MADISON
WILLOWBROOK, IL 60521
DUPAGE

LUST:
Name: USHER, EDWARD
Address: 7575 SOUTH MADISON
City,State,Zip: WILLOWBROOK, IL 60521
Incident Num: 902115
IL EPA Id: 431100005
Product: Gasoline
IEMA Date: 1990-07-27
Project Manager: Heaton
Project Manager Phone: (217) 524-3312
Email: Mike.Heaton@illinois.gov
PRP Name: Charles W. Sabia, Trust
PRP Contact: Charles W. Sabia
PRP Address: 8800 Bay Pines Blvd., Unit 215
PRP City,St,Zip: St. Petersburg, FL 33709
PRP Phone: (630) 747-1790
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 1990-11-15
45 Report Received: 1991-07-17
No Further Remediation Letter: 2019-01-03
No Further Remediation Date Recorded: 2019-01-16
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

LUST, UST

EDR ID: U001144593 **DIST/DIR:** 0.075 East **ELEVATION:** 705 **MAP ID:**F17

NAME: CHEMLAWN SER CORP
ADDRESS: 7530 MADISON ST
WILLOWBROOK, IL 60521
DU PAGE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST

EDR ID: U001144593 **DIST/DIR:** 0.075 East **ELEVATION:** 705 **MAP ID:** F17

NAME: CHEMLAWN SER CORP

ADDRESS: 7530 MADISON ST

WILLOWBROOK, IL 60521

DU PAGE

LUST:

Name: CHEMLAWN

Address: 7530 SOUTH MADISON

City,State,Zip: WILLOWBROOK, IL 60522

Incident Num: 890303

IL EPA Id: 431105003

Product: Diesel

IEMA Date: 1989-02-15

Project Manager: Layman

Project Manager Phone: Not reported

Email: Not reported

PRP Name: Chemlawn

PRP Contact: Not reported

PRP Address: 7530 South Madison

PRP City,St,Zip: Willowbrook, IL 60522

PRP Phone: Not reported

Site Classification: Not reported

Section 57.5(g) Letter: 731

Date Section 57.5(g) Letter: Not reported

Non LUST Determination Letter: Not reported

20 Report Received: Not reported

45 Report Received: Not reported

No Further Remediation Letter: 2012-05-02

No Further Remediation Date Recorded: Not reported

Heating Oil Date: Not reported

Non-Lust LR Date: Not reported

UST:

Name: CHEMLAWN SER CORP

Address: 7530 MADISON ST

City: WILLOWBROOK

Zip: 60521

Facility ID: 2014892

Facility Status: CLOSED

Facility Type: NONE

Owner Id: U0014464

Owner Name: Star Pic Realty Joint Venture

Owner Address: 1601 Sw 89Th St

Owner City,St,Zip: Oklahoma City, OK 73159

Tank Number: 1

Tank Status: Removed

Tank Capacity: 6000

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST

EDR ID: U001144593 **DIST/DIR:** 0.075 East **ELEVATION:** 705 **MAP ID:**F17

NAME: CHEMLAWN SER CORP

ADDRESS: 7530 MADISON ST

WILLOWBROOK, IL 60521

DU PAGE

Tank Substance: Diesel Fuel
Last Used Date: Not reported
OSFM First Notify Date: 4/18/1986
Red Tag Issue Date: Not reported
Install Date: 1/1/1977
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 2/15/1989
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 2000
Tank Substance: Diesel Fuel
Last Used Date: 2/15/1990
OSFM First Notify Date: 6/19/1990
Red Tag Issue Date: Not reported
Install Date: 1/1/1977
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 2/15/1989

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST

EDR ID: U001144593 **DIST/DIR:** 0.075 East **ELEVATION:** 705 **MAP ID:**F17

NAME: CHEMLAWN SER CORP
ADDRESS: 7530 MADISON ST
WILLOWBROOK, IL 60521
DU PAGE

Abandoned Date: Not reported

AST

EDR ID: A100394950 **DIST/DIR:** 0.076 South **ELEVATION:** 712 **MAP ID:**G18

NAME: TRU FRAGRANCE
ADDRESS: 7725 SOUTH QUINCY STREET
WILLOWBROOK, IL 60527

AST:
Name: TRU FRAGRANCE
Address: 7725 SOUTH QUINCY STREET
City,State,Zip: WILLOWBROOK, IL 60527
Occupancy Number: -DD-059-1414602714178
Occupant Type: 059 - ABOVE GROUND BULK STORAGE
Section Number: DD
Property Owner Name: TRU FRAGRANCE
Type: TANK - ABOVE GROUND BULK

Name: TRU FRAGRANCE
Address: 7725 SOUTH QUINCY STREET
City,State,Zip: WILLOWBROOK, IL 60527
Occupancy Number: -DD-059-1414602714178
Occupant Type: 059 - ABOVE GROUND BULK STORAGE
Section Number: DD
Property Owner Name: TRU FRAGRANCE
Type: TANK - ABOVE GROUND BULK GENERATOR

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID:	1014923387	DIST/DIR:	0.076 South	ELEVATION:	712	MAP ID:	G19

NAME: ROMANE FRAGRANCES LLC
ADDRESS: 7725 S QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:

Date Form Received by Agency: 20120307
Handler Name: ROMANE FRAGRANCES LLC
Handler Address: 7725 S QUINCY ST
Handler City,State,Zip: WILLOWBROOK, IL 60527
EPA ID: ILR000169045
Contact Name: ROBIN KELLY
Contact Address: 7725 S QUINCY ST
Contact City,State,Zip: WILLOWBROOK, IL 60527
Contact Telephone: 630-563-4115
Contact Fax: Not reported
Contact Email: ROBIN.KELLY@TRUFRAGRANCE.COM
Contact Title: OPS MGR
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: 7725 S QUINCY ST
Mailing City,State,Zip: WILLOWBROOK, IL 60527
Owner Name: ROMANE FRAGRANCES LLC
Owner Type: Private
Operator Name: ROMANE FRAGRANCES LLC
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1014923387	DIST/DIR: 0.076 South	ELEVATION: 712	MAP ID: G19

NAME: ROMANE FRAGRANCES LLC

ADDRESS: 7725 S QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: NN
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20150414
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: Not reported
 Manifest Broker: Not reported
 Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1014923387	DIST/DIR: 0.076 South	ELEVATION: 712	MAP ID: G19

NAME: ROMANE FRAGRANCES LLC

ADDRESS: 7725 S QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: ROMANE FRAGRANCES LLC
Legal Status: Private
Date Became Current: 20110201
Date Ended Current: Not reported
Owner/Operator Address: 7725 S QUINCY ST
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527
Owner/Operator Telephone: 630-563-4115
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: ROMANE FRAGRANCES LLC
Legal Status: Private
Date Became Current: 20110201
Date Ended Current: Not reported
Owner/Operator Address: 7725 S QUINCY ST
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527
Owner/Operator Telephone: 630-563-4115
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20120307
Handler Name: ROMANE FRAGRANCES LLC
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 32562
NAICS Description: TOILET PREPARATION MANUFACTURING

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1014923387 **DIST/DIR:** 0.076 South **ELEVATION:** 712 **MAP ID:**G19

NAME: ROMANE FRAGRANCES LLC
ADDRESS: 7725 S QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

UST

EDR ID: U001144355 **DIST/DIR:** 0.087 North **ELEVATION:** 707 **MAP ID:**F20

NAME: BALDUCCI HARRY
ADDRESS: 7585 S MADISON
HINSDALE, IL 60521
DU PAGE

UST:
Name: BALDUCCI HARRY
Address: 7585 S MADISON
City: HINSDALE
Zip: 60521
Facility ID: 2027205
Facility Status: EXEMPT
Facility Type: PRIVATE INSTITUTION
Owner Id: U0017456
Owner Name: Balducci Harry
Owner Address: 7585 S Madison
Owner City,St,Zip: Hinsdale, IL 60521

Tank Number: 1
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Diesel Fuel
Last Used Date: 1/1/1967
OSFM First Notify Date: 6/5/1991

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U001144355 **DIST/DIR:** 0.087 North **ELEVATION:** 707 **MAP ID:**F20

NAME: BALDUCCI HARRY
ADDRESS: 7585 S MADISON
HINSDALE, IL 60521
DU PAGE

Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 7/30/1991
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Gasoline
Last Used Date: 1/1/1967
OSFM First Notify Date: 11/19/1993
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 7/30/1991
Abandoned Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U001144355 **DIST/DIR:** 0.087 North **ELEVATION:** 707 **MAP ID:**F20

NAME: BALDUCCI HARRY
ADDRESS: 7585 S MADISON
HINSDALE, IL 60521
DU PAGE

Tank Number: 3
Tank Status: Removed
Tank Capacity: 2000
Tank Substance: Heating Oil
Last Used Date: 1/1/1967
OSFM First Notify Date: 11/19/1993
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 7/30/1991
Abandoned Date: Not reported

UST

EDR ID: U000867066 **DIST/DIR:** 0.090 East **ELEVATION:** 707 **MAP ID:**F21

NAME: A & D HEATING CORP
ADDRESS: 7575 S MADISON
HINSDALE, IL 60521
DU PAGE

UST:
Name: A & D HEATING CORP
Address: 7575 S MADISON

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID:	U000867066	DIST/DIR:	0.090 East	ELEVATION:	707	MAP ID:	F21

NAME: A & D HEATING CORP

ADDRESS: 7575 S MADISON
HINSDALE, IL 60521
DU PAGE

City: HINSDALE
Zip: 60521
Facility ID: 2005127
Facility Status: CLOSED
Facility Type: NONE
Owner Id: U0000068
Owner Name: A&D Heating Corp
Owner Address: 7575 S Madison
Owner City,St,Zip: Hinsdale, IL 60521

Tank Number: 1
Tank Status: Removed
Tank Capacity: 2000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 3/19/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 1/1/1988
Abandoned Date: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176592 **DIST/DIR:** 0.105 South **ELEVATION:** 706 **MAP ID:** H22

NAME: WILLOWBROOK CENTRE PHASE II
ADDRESS: NW CORNER OF MADISON ST & JOLIET
WILLOWBROOK, IL 99999
DU PAGE

UST:
Name: WILLOWBROOK CENTRE PHASE II
Address: NW CORNER OF MADISON ST & JOLIET
City: WILLOWBROOK
Zip: 99999
Facility ID: 2026383
Facility Status: CLOSED
Facility Type: NONE
Owner Id: U0007387
Owner Name: II Industrial Properties Inc
Owner Address: 6133 N River Rd
Owner City,St,Zip: Rosemont, IL 60018

Tank Number: 1
Tank Status: Removed
Tank Capacity: 0
Tank Substance: Not reported
Last Used Date: Not reported
OSFM First Notify Date: 5/14/1990
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: Not reported
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 12/12/1989
Abandoned Date: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1000612446	DIST/DIR: 0.108 East	ELEVATION: 706	MAP ID: F23

NAME: HARRY BALDUCCI
ADDRESS: 7585 S MADISON
HINSDALE, IL 60521
DU PAGE

RCRA Listings:

Date Form Received by Agency: 20071221
Handler Name: SPARKYS AUTOMOTIVE
Handler Address: 7585 S MADISON
Handler City,State,Zip: HINSDALE, IL 60521
EPA ID: ILD984826768
Contact Name: HARRY BALDUCCI
Contact Address: 7585 S MADISON
Contact City,State,Zip: HINSDALE, IL 60521
Contact Telephone: 630-323-5653
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: 7585 S MADISON
Mailing City,State,Zip: HINSDALE, IL 60521
Owner Name: HARRY BALDUCCI
Owner Type: Private
Operator Name: HARRY BALDUCCI
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1000612446 **DIST/DIR:** 0.108 East **ELEVATION:** 706 **MAP ID:**F23

NAME: HARRY BALDUCCI
ADDRESS: 7585 S MADISON
HINSDALE, IL 60521
DU PAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20150414
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1000612446 **DIST/DIR:** 0.108 East **ELEVATION:** 706 **MAP ID:**F23

NAME: HARRY BALDUCCI

ADDRESS: 7585 S MADISON
HINSDALE, IL 60521
DU PAGE

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: BALDUCCI HARRY
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: HARRY BALDUCCI
Legal Status: Private
Date Became Current: 20071221
Date Ended Current: Not reported
Owner/Operator Address: 7585 S MADISON
Owner/Operator City,State,Zip: HINSDALE, IL 60521
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: HARRY BALDUCCI
Legal Status: Private
Date Became Current: 20071221
Date Ended Current: Not reported
Owner/Operator Address: 7585 S MADISON
Owner/Operator City,State,Zip: HINSDALE, IL 60521
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19910524
Handler Name: HARRY BALDUCCI
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID:	1000612446	DIST/DIR:	0.108 East	ELEVATION:	706	MAP ID:	F23

NAME: HARRY BALDUCCI
ADDRESS: 7585 S MADISON
HINSDALE, IL 60521
DU PAGE

Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20071221
Handler Name: SPARKYS AUTOMOTIVE
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 81111
NAICS Description: AUTOMOTIVE MECHANICAL AND ELECTRICAL REPAIR AND MAINTENANCE

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG, LUST

EDR ID: 1000689010	DIST/DIR: 0.111 ENE	ELEVATION: 702	MAP ID: F24

NAME: BARCON CORP
ADDRESS: 7545 S MADISON
HINSDALE, IL 60521
DUPAGE

RCRA Listings:

Date Form Received by Agency: 19920515
 Handler Name: BARCON CORP
 Handler Address: 7545 S MADISON
 Handler City,State,Zip: HINSDALE, IL 60521
 EPA ID: ILD984881573
 Contact Name: RICHARD BARTON
 Contact Address: 7545 S MADISON
 Contact City,State,Zip: HINSDALE, IL 60521
 Contact Telephone: 708-325-3600
 Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Private
 Federal Waste Generator Description: Small Quantity Generator
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Handler Activities
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 7545 S MADISON
 Mailing City,State,Zip: HINSDALE, IL 60521
 Owner Name: BARTON RICHARD
 Owner Type: Private
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG, LUST

EDR ID: 1000689010	DIST/DIR: 0.111 ENE	ELEVATION: 702	MAP ID: F24

NAME: BARCON CORP
ADDRESS: 7545 S MADISON
HINSDALE, IL 60521
DUPAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20000915
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG, LUST

EDR ID: 1000689010 **DIST/DIR:** 0.111 ENE **ELEVATION:** 702 **MAP ID:** F24

NAME: BARCON CORP
ADDRESS: 7545 S MADISON
HINSDALE, IL 60521
DUPAGE

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: BARTON RICHARD
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 7545 S MADISON
Owner/Operator City,State,Zip: HINSDALE, IL 60521
Owner/Operator Telephone: 708-325-3600
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 19920515
Handler Name: BARCON CORP
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

LUST:
Name: BARCON CORP.
Address: 7545 SOUTH MADISON
City,State,Zip: HINSDALE, IL 60521

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG, LUST

EDR ID: 1000689010 **DIST/DIR:** 0.111 ENE **ELEVATION:** 702 **MAP ID:**F24

NAME: BARCON CORP
ADDRESS: 7545 S MADISON
HINSDALE, IL 60521
DUPAGE

Incident Num: 921646
IL EPA Id: 434525063
Product: Gasoline, Used Oil
IEMA Date: 1992-06-17
Project Manager: Kuhlman
Project Manager Phone: (217) 785-5715
Email: Eric.Kuhlman@illinois.gov
PRP Name: Barcon Corp.
PRP Contact: Richard Barton
PRP Address: 7545 South Madison
PRP City,St,Zip: Hinsdale, IL 60521
PRP Phone: Not reported
Site Classification: Not reported
Section 57.5(g) Letter: 731
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 1992-07-23
45 Report Received: 1992-12-18
No Further Remediation Letter: 1999-08-17
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

RCRA-VSQG

EDR ID: 1000246114 **DIST/DIR:** 0.113 East **ELEVATION:** 702 **MAP ID:**F25

NAME: NAZS GARAGE
ADDRESS: 7555 MADISON ST
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:
Date Form Received by Agency: 20200921
Handler Name: NAZS GARAGE
Handler Address: 7555 MADISON ST

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000246114	DIST/DIR: 0.113 East	ELEVATION: 702	MAP ID: F25

NAME: NAZS GARAGE

ADDRESS: 7555 MADISON ST

WILLOWBROOK, IL 60527

DUPAGE

Handler City,State,Zip: WILLOWBROOK, IL 60527

EPA ID: ILD119652212

Contact Name: NAZ HAMOUI

Contact Address: 7555 MADISON ST

Contact City,State,Zip: WILLOWBROOK, IL 60527

Contact Telephone: 630-506-3226

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Handler Activities

State District Owner: IL

State District: DESPLAINES

Mailing Address: 7555 MADISON ST

Mailing City,State,Zip: WILLOWBROOK, IL 60527

Owner Name: NAZS GARAGE

Owner Type: Private

Operator Name: NAZS GARAGE

Operator Type: Private

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: N

Sub-Part K Indicator: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000246114 **DIST/DIR:** 0.113 East **ELEVATION:** 702 **MAP ID:**F25

NAME: NAZS GARAGE

ADDRESS: 7555 MADISON ST

WILLOWBROOK, IL 60527

DUPAGE

Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20200921
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D000

Waste Description: Not Defined

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000246114 **DIST/DIR:** 0.113 East **ELEVATION:** 702 **MAP ID:** F25

NAME: NAZS GARAGE

ADDRESS: 7555 MADISON ST

WILLOWBROOK, IL 60527

DUPAGE

Waste Code: F003

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F005

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: SABIA CHARLES

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: NAZS GARAGE

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 7555 MADISON ST

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000246114 **DIST/DIR:** 0.113 East **ELEVATION:** 702 **MAP ID:**F25

NAME: NAZS GARAGE

ADDRESS: 7555 MADISON ST
WILLOWBROOK, IL 60527
DUPAGE

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: NAZS GARAGE

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 7555 MADISON ST

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: NAME NOT REPORTED

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19870528

Handler Name: SABIAS CHUCK AUTO BODY INC

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

Receive Date: 20200921

Handler Name: NAZS GARAGE

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: IL

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000246114	DIST/DIR: 0.113 East	ELEVATION: 702	MAP ID: F25

NAME: NAZS GARAGE

ADDRESS: 7555 MADISON ST

WILLOWBROOK, IL 60527

DUPAGE

Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

List of NAICS Codes and Descriptions:

NAICS Code: 811111

NAICS Description: GENERAL AUTOMOTIVE REPAIR

Facility Has Received Notices of Violation:

Found Violation: No

Agency Which Determined Violation: Not reported

Violation Short Description: Not reported

Date Violation was Determined: Not reported

Actual Return to Compliance Date: Not reported

Return to Compliance Qualifier: Not reported

Violation Responsible Agency: Not reported

Scheduled Compliance Date: Not reported

Enforcement Identifier: Not reported

Date of Enforcement Action: Not reported

Enforcement Responsible Agency: Not reported

Enforcement Docket Number: Not reported

Enforcement Attorney: Not reported

Corrective Action Component: Not reported

Appeal Initiated Date: Not reported

Appeal Resolution Date: Not reported

Disposition Status Date: Not reported

Disposition Status: Not reported

Disposition Status Description: Not reported

Consent/Final Order Sequence Number: Not reported

Consent/Final Order Respondent Name: Not reported

Consent/Final Order Lead Agency: Not reported

Enforcement Type: Not reported

Enforcement Responsible Person: Not reported

Enforcement Responsible Sub-Organization: Not reported

SEP Sequence Number: Not reported

SEP Expenditure Amount: Not reported

SEP Scheduled Completion Date: Not reported

SEP Actual Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1000246114 **DIST/DIR:** 0.113 East **ELEVATION:** 702 **MAP ID:**F25

NAME: NAZS GARAGE

ADDRESS: 7555 MADISON ST
WILLOWBROOK, IL 60527
DUPAGE

SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 19960313
Evaluation Responsible Agency: State
Found Violation: No
Evaluation Type Description: COMPLIANCE ASSISTANCE VISIT
Evaluation Responsible Person Identifier: ILJH
Evaluation Responsible Sub-Organization: F2
Actual Return to Compliance Date: Not reported
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

UST, RCRA NonGen / NLR

EDR ID: 1000453170 **DIST/DIR:** 0.116 ENE **ELEVATION:** 701 **MAP ID:**126

NAME: A AND D HEATING

ADDRESS: 7535 S MADISON
BURR RIDGE, IL 60527
DUPAGE

UST:
Name: A & D HEATING (VACATED)
Address: 7535 MADISON

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST, RCRA NonGen / NLR

EDR ID: 1000453170 **DIST/DIR:** 0.116 ENE **ELEVATION:** 701 **MAP ID:** 126

NAME: A AND D HEATING

ADDRESS: 7535 S MADISON

BURR RIDGE, IL 60527

DUPAGE

City: WILLOWBROOK

Zip: 60521

Facility ID: 2026022

Facility Status: CLOSED

Facility Type: INDUSTRIAL / MANUFACTURING

Owner Id: U0015564

Owner Name: Usher, Edward W. & Rosemary

Owner Address: 1460 S. Michigan Ave.

Owner City,St,Zip: Chicago, IL 60605

Tank Number: 1

Tank Status: Removed

Tank Capacity: 2000

Tank Substance: Gasoline

Last Used Date: 10/1/1987

OSFM First Notify Date: 8/15/1990

Red Tag Issue Date: Not reported

Install Date: 12/1/1969

Green Tag Decal: Not reported

Green Tag Issue Date: Not reported

Green Tag Expire Date: Not reported

Fee Due: Not reported

Motor Fuel Permit Inspection Date: Not reported

Motor Fuel Permit Expiration Date: Not reported

MOTOR FUEL TYPE: Not reported

Pending Nov: N

IEMA: 19902115

Equipment Type: Not reported

Equipment: Not reported

Last Passing Date: Not reported

Test Expire Date: Not reported

Removed Date: 9/19/1990

Abandoned Date: Not reported

RCRA Listings:

Date Form Received by Agency: 20200923

Handler Name: A AND D HEATING

Handler Address: 7535 S MADISON

Handler City,State,Zip: BURR RIDGE, IL 60527

EPA ID: ILD984792010

Contact Name: Not reported

Contact Address: Not reported

Contact City,State,Zip: Not reported

Contact Telephone: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST, RCRA NonGen / NLR

EDR ID: 1000453170	DIST/DIR: 0.116 ENE	ELEVATION: 701	MAP ID: 126

NAME: A AND D HEATING

ADDRESS: 7535 S MADISON

BURR RIDGE, IL 60527

DUPAGE

Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Private
 Federal Waste Generator Description: Not a generator, verified
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: IL
 State District: DESPLAINES
 Mailing Address: Not reported
 Mailing City,State,Zip: Not reported
 Owner Name: Not reported
 Owner Type: Not reported
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST, RCRA NonGen / NLR

EDR ID: 1000453170 **DIST/DIR:** 0.116 ENE **ELEVATION:** 701 **MAP ID:** 126

NAME: A AND D HEATING

ADDRESS: 7535 S MADISON

BURR RIDGE, IL 60527

DUPAGE

Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20200923
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: A AND D HEATING

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST, RCRA NonGen / NLR

EDR ID:	1000453170	DIST/DIR:	0.116 ENE	ELEVATION:	701	MAP ID:	126

NAME: A AND D HEATING

ADDRESS: 7535 S MADISON

BURR RIDGE, IL 60527

DUPAGE

Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: A AND D HEATING
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20070109
Handler Name: A AND D HEATING
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20200923
Handler Name: A AND D HEATING
Federal Waste Generator Description: Not a generator, verified
State District Owner: IL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST, RCRA NonGen / NLR

EDR ID: 1000453170 **DIST/DIR:** 0.116 ENE **ELEVATION:** 701 **MAP ID:** 126

NAME: A AND D HEATING
ADDRESS: 7535 S MADISON
BURR RIDGE, IL 60527
DUPAGE

Receive Date: 19900904
Handler Name: A AND D HEATING
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA NonGen / NLR

EDR ID: 1000300743 **DIST/DIR:** 0.117 ENE **ELEVATION:** 701 **MAP ID:** 127

NAME: CHEMLAWN SVC CORP
ADDRESS: 7530 MADISON ST
HINSDALE, IL 60521
DU PAGE

RCRA Listings:
Date Form Received by Agency: 19800818
Handler Name: CHEMLAWN CORP

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000300743	DIST/DIR: 0.117 ENE	ELEVATION: 701	MAP ID: 127

NAME: CHEMLAWN SVC CORP

ADDRESS: 7530 MADISON ST
HINSDALE, IL 60521
DU PAGE

Handler Address: 7530 MADISON ST
 Handler City,State,Zip: HINSDALE, IL 60521
 EPA ID: ILD000806612
 Contact Name: LARRY/BRANCH HUNTER
 Contact Address: PO BOX 130
 Contact City,State,Zip: HINSDALE, IL 60521
 Contact Telephone: 312-920-8585
 Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Not reported
 Federal Waste Generator Description: Not a generator, verified
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: PO BOX 130
 Mailing City,State,Zip: HINSDALE, IL 60521
 Owner Name: NAME NOT REPORTED
 Owner Type: Private
 Operator Name: NAME NOT REPORTED
 Operator Type: Private
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: NN

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000300743	DIST/DIR: 0.117 ENE	ELEVATION: 701	MAP ID: 127

NAME: CHEMLAWN SVC CORP

ADDRESS: 7530 MADISON ST
HINSDALE, IL 60521
DU PAGE

Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20150414
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: Not reported
 Manifest Broker: Not reported
 Sub-Part P Indicator: No

Hazardous Waste Summary:
 Waste Code: D000
 Waste Description: Not Defined

Handler - Owner Operator:

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000300743 DIST/DIR: 0.117 ENE ELEVATION: 701 MAP ID: 127

NAME: CHEMLAWN SVC CORP

ADDRESS: 7530 MADISON ST
HINSDALE, IL 60521
DU PAGE

Owner/Operator Indicator: Owner
Owner/Operator Name: NAME NOT REPORTED
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: NAME NOT REPORTED
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: ADDRESS NOT REPORTED
Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998
Owner/Operator Telephone: 312-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 19800818
Handler Name: CHEMLAWN CORP
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000300743 **DIST/DIR:** 0.117 ENE **ELEVATION:** 701 **MAP ID:** 127

NAME: CHEMLAWN SVC CORP
ADDRESS: 7530 MADISON ST
HINSDALE, IL 60521
DU PAGE

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA NonGen / NLR

EDR ID: 1004698337 **DIST/DIR:** 0.121 South **ELEVATION:** 708 **MAP ID:** H28

NAME: 7-ELEVEN 33132
ADDRESS: 535 JOLIET RD
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:
Date Form Received by Agency: 20200923
Handler Name: 7 ELEVEN #33132
Handler Address: 535 JOLIET RD
Handler City,State,Zip: WILLOWBROOK, IL 60527
EPA ID: ILR000105833
Contact Name: Not reported
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: Not reported
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: IL
State District: DESPLAINES
Mailing Address: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004698337	DIST/DIR: 0.121 South	ELEVATION: 708	MAP ID: H28

NAME: 7-ELEVEN 33132

ADDRESS: 535 JOLIET RD

WILLOWBROOK, IL 60527

DU PAGE

Mailing City,State,Zip: Not reported
 Owner Name: Not reported
 Owner Type: Not reported
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004698337	DIST/DIR: 0.121 South	ELEVATION: 708	MAP ID: H28

NAME: 7-ELEVEN 33132

ADDRESS: 535 JOLIET RD

WILLOWBROOK, IL 60527

DU PAGE

Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20200923
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D002

Waste Description: CORROSIVE WASTE

Waste Code: D018

Waste Description: BENZENE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: 7 ELEVEN INC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: BOX 711

Owner/Operator City,State,Zip: DALLAS, TX 75221

Owner/Operator Telephone: 214-828-0711

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: 7 ELEVEN INC

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004698337 **DIST/DIR:** 0.121 South **ELEVATION:** 708 **MAP ID:** H28

NAME: 7-ELEVEN 33132

ADDRESS: 535 JOLIET RD

WILLOWBROOK, IL 60527

DU PAGE

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: BOX 711

Owner/Operator City,State,Zip: DALLAS, TX 75221

Owner/Operator Telephone: 214-828-0711

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20061221

Handler Name: 7 ELEVEN #33132

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

Receive Date: 20200923

Handler Name: 7 ELEVEN #33132

Federal Waste Generator Description: Not a generator, verified

State District Owner: IL

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: No

Electronic Manifest Broker: No

Receive Date: 20010516

Handler Name: 7 ELEVEN #33132

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004698337 **DIST/DIR:** 0.121 South **ELEVATION:** 708 **MAP ID:**H28

NAME: 7-ELEVEN 33132

ADDRESS: 535 JOLIET RD
WILLOWBROOK, IL 60527
DU PAGE

Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

UST

EDR ID: U003731171 **DIST/DIR:** 0.121 South **ELEVATION:** 708 **MAP ID:**H29

NAME: 7-ELEVEN #33132

ADDRESS: 535 JOLIET ROAD
WILLOWBROOK, IL 60521
DU PAGE

UST:
Name: 7-ELEVEN #33132
Address: 535 JOLIET ROAD
City: WILLOWBROOK
Zip: 60521
Facility ID: 2039619
Facility Status: ACTIVE
Facility Type: ATTENDED SELF-SERVICE STATION
Owner Id: U0014207
Owner Name: 7-Eleven, Inc.

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U003731171 **DIST/DIR:** 0.121 South **ELEVATION:** 708 **MAP ID:** H29

NAME: 7-ELEVEN #33132

ADDRESS: 535 JOLIET ROAD

WILLOWBROOK, IL 60521

DU PAGE

Owner Address: 3200 Hackberry Road - Gas Compliance
Owner City,St,Zip: Irving, TX 75063

Tank Number: 1

Tank Status: Currently in use

Tank Capacity: 15000

Tank Substance: Gasoline - Regular

Last Used Date: Not reported

OSFM First Notify Date: 9/25/2001

Red Tag Issue Date: Not reported

Install Date: 3/1/2010

Green Tag Decal: W000982

Green Tag Issue Date: 8/2/2021

Green Tag Expire Date: 12/31/2023

Fee Due: \$0.00

Motor Fuel Permit Inspection Date: 8/3/2021

Motor Fuel Permit Expiration Date: 12/31/2023

MOTOR FUEL TYPE: SelfSrv

Pending Nov: N

IEMA: Not reported

Equipment Type: Corrosion Prot - Piping

Equipment: Flexible Non-Corrosive

Last Passing Date: N/A

Test Expire Date: N/A

Removed Date: Not reported

Abandoned Date: Not reported

Tank Number: 2

Tank Status: Currently in use

Tank Capacity: 10000

Tank Substance: Gasoline - Premium

Last Used Date: Not reported

OSFM First Notify Date: 9/25/2001

Red Tag Issue Date: Not reported

Install Date: 3/1/2010

Green Tag Decal: W000982

Green Tag Issue Date: 8/2/2021

Green Tag Expire Date: 12/31/2023

Fee Due: \$0.00

Motor Fuel Permit Inspection Date: 8/3/2021

Motor Fuel Permit Expiration Date: 12/31/2023

MOTOR FUEL TYPE: SelfSrv

Pending Nov: N

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U003731171 **DIST/DIR:** 0.121 South **ELEVATION:** 708 **MAP ID:** H29

NAME: 7-ELEVEN #33132
ADDRESS: 535 JOLIET ROAD
WILLOWBROOK, IL 60521
DU PAGE

IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Flexible Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:** 30

NAME: TARGET STORE T1882
ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:
Date Form Received by Agency: 20210810
Handler Name: TARGET STORE T1882
Handler Address: 7601 KINGERY HWY
Handler City,State,Zip: WILLOWBROOK, IL 60527
EPA ID: ILR000139899
Contact Name: STEVE MUSSER
Contact Address: P O BOX 111
Contact City,State,Zip: MINNEAPOLIS, MN 55440
Contact Telephone: 800-587-2228
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004	DIST/DIR: 0.121 West	ELEVATION: 712	MAP ID: 30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Active Site Indicator: Handler Activities
State District Owner: IL
State District: DESPLAINES
Mailing Address: P O BOX 111
Mailing City,State,Zip: MINNEAPOLIS, MN 55440
Owner Name: TARGET CORP
Owner Type: Private
Operator Name: TARGET CORP
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: N
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004	DIST/DIR: 0.121 West	ELEVATION: 712	MAP ID: 30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSD Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20210810
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: H

Biennial: List of Years

Year: 2017

[Click Here for Biennial Reporting System Data:](#)

Year: 2015

[Click Here for Biennial Reporting System Data:](#)

Year: 2013

[Click Here for Biennial Reporting System Data:](#)

Year: 2011

[Click Here for Biennial Reporting System Data:](#)

Year: 2009

[Click Here for Biennial Reporting System Data:](#)

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D002

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Waste Description: CORROSIVE WASTE

Waste Code: D003

Waste Description: REACTIVE WASTE

Waste Code: D004

Waste Description: ARSENIC

Waste Code: D005

Waste Description: BARIUM

Waste Code: D006

Waste Description: CADMIUM

Waste Code: D007

Waste Description: CHROMIUM

Waste Code: D008

Waste Description: LEAD

Waste Code: D009

Waste Description: MERCURY

Waste Code: D010

Waste Description: SELENIUM

Waste Code: D011

Waste Description: SILVER

Waste Code: D016

Waste Description: 2,4-D (2,4-DICHLOROPHENOXYACETIC ACID)

Waste Code: D018

Waste Description: BENZENE

Waste Code: D024

Waste Description: M-CRESOL

Waste Code: D027

Waste Description: 1,4-DICHLOROBENZENE

Waste Code: D028

Waste Description: 1,2-DICHLOROETHANE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Waste Code: D035

Waste Description: METHYL ETHYL KETONE

Waste Code: D039

Waste Description: TETRACHLOROETHYLENE

Waste Code: LABP

Waste Description: LAB PACK

Waste Code: P001

Waste Description: 2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS,
WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3% (OR) WARFARIN, &
SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%

Waste Code: P042

Waste Description: 1,2-BENZENEDIOL, 4-[1-HYDROXY-2-(METHYLAMINO)ETHYL]-, (R)- (OR)
EPINEPHRINE

Waste Code: P046

Waste Description: ALPHA,ALPHA-DIMETHYLPHENETHYLAMINE (OR) BENZENEETHANAMINE, ALPHA,
ALPHA-DIMETHYL-

Waste Code: P075

Waste Description: NICOTINE, & SALTS (OR) PYRIDINE, 3-(1-METHYL-2-PYRROLIDINYL)-,(S)-, &
SALTS

Waste Code: P081

Waste Description: 1,2,3-PROPANETRIOL, TRINITRATE (R) (OR) NITROGLYCERINE (R)

Waste Code: U002

Waste Description: 2-PROPANONE (I) (OR) ACETONE (I)

Waste Code: U034

Waste Description: ACETALDEHYDE, TRICHLORO- (OR) CHLORAL

Waste Code: U134

Waste Description: HYDROFLUORIC ACID (C,T) (OR) HYDROGEN FLUORIDE (C,T)

Waste Code: U154

Waste Description: METHANOL (I) (OR) METHYL ALCOHOL (I)

Waste Code: U188

Waste Description: PHENOL

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882
ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Waste Code: U279
Waste Description: U279

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040307
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: PO BOX 111
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440-0111
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Date Ended Current: Not reported
Owner/Operator Address: P O BOX 111
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: 7601 KINGERY HWY
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: P O BOX 111
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: P O BOX 111
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY

WILLOWBROOK, IL 60527

DUPAGE

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040307
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: P O BOX 111
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: 1000 NICOLLET MALL
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55403
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004	DIST/DIR: 0.121 West	ELEVATION: 712	MAP ID: 30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: TARGET CORP
Legal Status: Private
Date Became Current: 20040303
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: MINNEAPOLIS, MN 55440-0111
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20100301
Handler Name: TARGET STORE 1882
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20120301
Handler Name: TARGET STORE T1882
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882

ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20120301
Handler Name: TARGET STORE T1882
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20130301
Handler Name: TARGET STORE T1882
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20160301
Handler Name: TARGET STORE T1882
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20180301
Handler Name: TARGET STORE T1882

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882
ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

Federal Waste Generator Description: Large Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 20060203
Handler Name: TARGET 1882
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20210810
Handler Name: TARGET STORE T1882
Federal Waste Generator Description: Small Quantity Generator
State District Owner: IL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

List of NAICS Codes and Descriptions:
NAICS Code: 452111
NAICS Description: DEPARTMENT STORES (EXCEPT DISCOUNT DEPARTMENT STORES)

NAICS Code: 452112
NAICS Description: DISCOUNT DEPARTMENT STORES

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-SQG

EDR ID: 1009217004 **DIST/DIR:** 0.121 West **ELEVATION:** 712 **MAP ID:**30

NAME: TARGET STORE T1882
ADDRESS: 7601 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

NAICS Code: 452210
NAICS Description: DEPARTMENT STORES

NAICS Code: 452319
NAICS Description: ALL OTHER GENERAL MERCHANDISE STORES

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA NonGen / NLR

EDR ID: 1000408808 **DIST/DIR:** 0.123 NNW **ELEVATION:** 712 **MAP ID:**31

NAME: LEATHER CLEANER
ADDRESS: 7540 QUINCY
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:
Date Form Received by Agency: 20191213
Handler Name: LEATHER CLEANER
Handler Address: 7540 QUINCY
Handler City,State,Zip: WILLOWBROOK, IL 60521
EPA ID: ILD189512965
Contact Name: Not reported
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: Not reported
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000408808	DIST/DIR: 0.123 NNW	ELEVATION: 712	MAP ID: 31

NAME: LEATHER CLEANER

ADDRESS: 7540 QUINCY

WILLOWBROOK, IL 60527

DU PAGE

EPA Region: 05
 Land Type: Not reported
 Federal Waste Generator Description: Not a generator, verified
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: Not reported
 Mailing City,State,Zip: Not reported
 Owner Name: Not reported
 Owner Type: Not reported
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPPRA Permit Baseline: Not on the Baseline
 2018 GPPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000408808 DIST/DIR: 0.123 NNW ELEVATION: 712 MAP ID:31

NAME: LEATHER CLEANER

ADDRESS: 7540 QUINCY

WILLOWBROOK, IL 60527

DU PAGE

202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20191213
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: F002

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE, METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE, CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2, TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Operator

Owner/Operator Name: NAME NOT REPORTED

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000408808 **DIST/DIR:** 0.123 NNW **ELEVATION:** 712 **MAP ID:**31

NAME: LEATHER CLEANER

ADDRESS: 7540 QUINCY

WILLOWBROOK, IL 60527

DU PAGE

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: KIRKS SUEDE LIFE INC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20191213

Handler Name: LEATHER CLEANER

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: No

Electronic Manifest Broker: No

Receive Date: 19891002

Handler Name: LEATHER CLEANER

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000408808 **DIST/DIR:** 0.123 NNW **ELEVATION:** 712 **MAP ID:**31

NAME: LEATHER CLEANER

ADDRESS: 7540 QUINCY

WILLOWBROOK, IL 60527

DU PAGE

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

RCRA-VSQG

EDR ID: 1004696955 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J32

NAME: WILLOWBROOK VILLAGE OF

ADDRESS: 7760 QUINCY

WILLOWBROOK, IL 60521

DUPAGE

RCRA Listings:

Date Form Received by Agency: 19990128

Handler Name: WILLOWBROOK VILLAGE OF

Handler Address: 7760 QUINCY

Handler City,State,Zip: WILLOWBROOK, IL 60521

EPA ID: ILR000060897

Contact Name: BRYAN VANA

Contact Address: 7760 QUINCY

Contact City,State,Zip: WILLOWBROOK, IL 60521

Contact Telephone: 630-920-2237

Contact Fax: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004696955	DIST/DIR: 0.127 South	ELEVATION: 712	MAP ID: J32

NAME: WILLOWBROOK VILLAGE OF
ADDRESS: 7760 QUINCY
WILLOWBROOK, IL 60521
DUPAGE

Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Municipal
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: Not reported
State District: DESPLAINES
Mailing Address: 7760 QUINCY
Mailing City,State,Zip: WILLOWBROOK, IL 60521
Owner Name: WILLOWBROOK VILLAGE OF
Owner Type: Municipal
Operator Name: Not reported
Operator Type: Not reported
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004696955 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J32

NAME: WILLOWBROOK VILLAGE OF
ADDRESS: 7760 QUINCY
WILLOWBROOK, IL 60521
DUPAGE

Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20000915
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

Handler - Owner Operator:
Owner/Operator Indicator: Owner
Owner/Operator Name: WILLOWBROOK VILLAGE OF
Legal Status: Municipal
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 7760 QUINCY
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521
Owner/Operator Telephone: 630-920-2237

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID:	1004696955	DIST/DIR:	0.127 South	ELEVATION:	712	MAP ID:	J32

NAME: WILLOWBROOK VILLAGE OF
ADDRESS: 7760 QUINCY
WILLOWBROOK, IL 60521
DUPAGE

Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 19990128
Handler Name: WILLOWBROOK VILLAGE OF
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176595 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J33

NAME: VILLAGE OF WILLOWBROOK
ADDRESS: 7760 QUINCY RD
WILLOWBROOK, IL 60527
DU PAGE

UST:

Name: VILLAGE OF WILLOWBROOK
Address: 7760 QUINCY RD
City: WILLOWBROOK
Zip: 60527
Facility ID: 2003593
Facility Status: CLOSED
Facility Type: CITY / TOWN
Owner Id: U0016478
Owner Name: Village of Willowbrook
Owner Address: 7760 Quincy Rd
Owner City,St,Zip: Willowbrook, IL 60527

Tank Number: 1
Tank Status: Removed
Tank Capacity: 2000
Tank Substance: Gasoline
Last Used Date: 4/14/2015
OSFM First Notify Date: 3/18/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: O000511
Green Tag Issue Date: 12/2/2013
Green Tag Expire Date: 12/31/2015
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/23/2013
Motor Fuel Permit Expiration Date: 12/31/2015
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: 15-0286
Equipment Type: Corrosion Prot - Piping
Equipment: Flexible Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 4/15/2015
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 2000
Tank Substance: Diesel Fuel
Last Used Date: 4/14/2015
OSFM First Notify Date: 3/18/1986
Red Tag Issue Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176595 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J33

NAME: VILLAGE OF WILLOWBROOK
ADDRESS: 7760 QUINCY RD
WILLOWBROOK, IL 60527
DU PAGE

Install Date: Not reported
Green Tag Decal: 0000511
Green Tag Issue Date: 12/2/2013
Green Tag Expire Date: 12/31/2015
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/23/2013
Motor Fuel Permit Expiration Date: 12/31/2015
MOTOR FUEL TYPE: Fleet
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Flexible Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 4/15/2015
Abandoned Date: Not reported

LUST, LUST TRUST

EDR ID: S117979661 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J34

NAME: VILLAGE OF WILLOWBROOK
ADDRESS: 7760 QUINCY ROAD
WILLOWBROOK, IL 60527

LUST:
Name: WILLOWBROOK, VILLAGE OF
Address: 7760 QUINCY ROAD
City,State,Zip: WILLOWBROOK, IL 60527
Incident Num: 20150286
IL EPA Id: 431105056
Product: Unleaded Gas, Diesel
IEMA Date: 2015-03-18
Project Manager: Malcom
Project Manager Phone: (217) 524-9140

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, LUST TRUST

EDR ID: S117979661 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J34

NAME: VILLAGE OF WILLOWBROOK
ADDRESS: 7760 QUINCY ROAD
WILLOWBROOK, IL 60527

Email: James.Malcom@illinois.gov
PRP Name: Willowbrook, Village of
PRP Contact: Tim Halik
PRP Address: 7760 Quincy Road
PRP City,St,Zip: Willowbrook, IL 60527
PRP Phone: 6309202261
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2015-04-20
45 Report Received: 2015-05-15
No Further Remediation Letter: 2016-10-31
No Further Remediation Date Recorded: 2016-11-21
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

LUST TRUST:
Facility Name: VILLAGE OF WILLOWBROOK
Queue Date: 06/22/2015
Incident Number: 20150286-66124
Amount To Be Paid: \$25,316.13
Running Total: \$4,931,960.82
Date Approved: 09/09/2015
Pay Assignee: Not reported

LUST, UST, SRP

EDR ID: U001144589 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J35

NAME: MICRO-BIOTROL CO
ADDRESS: 7775 QUINCY ST
WILLOWBROOK, IL 60521
DU PAGE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST, SRP

EDR ID: U001144589 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J35

NAME: MICRO-BIOTROL CO

ADDRESS: 7775 QUINCY ST

WILLOWBROOK, IL 60521

DU PAGE

LUST:

Name: REDIEHS, GEORGE

Address: 7775 QUINCY

City,State,Zip: WILLOWBROOK, IL 60514

Incident Num: 900381

IL EPA Id: 431105032

Product: Diesel

IEMA Date: 1990-02-09

Project Manager: Irwin

Project Manager Phone: Not reported

Email: Not reported

PRP Name: George Rediehs

PRP Contact: Not reported

PRP Address: 8101 South County Line

PRP City,St,Zip: Burr Ridge, IL 60521

PRP Phone: Not reported

Site Classification: Not reported

Section 57.5(g) Letter: 731

Date Section 57.5(g) Letter: Not reported

Non LUST Determination Letter: 1992-06-30

20 Report Received: Not reported

45 Report Received: 1992-05-21

No Further Remediation Letter: Not reported

No Further Remediation Date Recorded: Not reported

Heating Oil Date: Not reported

Non-Lust LR Date: 1992-06-30

UST:

Name: MICRO-BIOTROL CO

Address: 7775 QUINCY ST

City: WILLOWBROOK

Zip: 60521

Facility ID: 2017379

Facility Status: CLOSED

Facility Type: NONE

Owner Id: U0005769

Owner Name: George A Rediehs Co Inc

Owner Address: 8101 S County Line Rd

Owner City,St,Zip: Burr Ridge, IL 60521

Tank Number: 1

Tank Status: Removed

Tank Capacity: 4000

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST, SRP

EDR ID: U001144589 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J35

NAME: MICRO-BIOTROL CO
ADDRESS: 7775 QUINCY ST
WILLOWBROOK, IL 60521
DU PAGE

Tank Substance: Heating Oil
Last Used Date: Not reported
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 2/9/1990
Abandoned Date: Not reported

SRP:
Name: STERIGENICS US LLC
Address: 7775 SOUTH QUINCY STREET
City,State,Zip: WILLOWBROOK, IL 60527
IL EPA Id: 431105032
US EPA Id: Not reported
Longitude: -87.939869
Latitude: 41.748033
Contact Name: Kevin Wagner
Contact Address: 2015 Spring Road
Contact City,St,Zip: Oak Brook, IL 60523
Date Enrolled: 01/18/2019
Point Of Contact: Carol Nissen
Consultant Company: Tetra Tech Inc
Consultant Address: One South Wacker Drive
Consultant City,St,Zip: Chicago, IL 60606
Proj Mgr Assigned: Kimberly Brown
Sec. 4 Letter Date: Not reported
Active: Yes
Remediation Applicant Co: Sterigenics US, LLC

NFRDL:
Effective: True

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST, SRP

EDR ID: U001144589 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J35

NAME: MICRO-BIOTROL CO

ADDRESS: 7775 QUINCY ST

WILLOWBROOK, IL 60521

DU PAGE

Land Use: Residential or Industrial/Commercial

Ground Water Use Restriction: No

Highway Authority Agreement: No

Ordinance: No

Industrial - Commercial: No

Slab on Grade: No

BCT: No

Building Slab: No

Asphalt Used: No

Concrete Used: No

Clean Soil 3ft: No

Clean Soil 10ft: No

Alternate Barrier: No

Remediation Applicant Name: Kathleen Hoffman

Remediation Applicant Company: Sterigenics International LLC

Remediation Applicant Address: 2015 Spring Road

Remediation Applicant City,St,Zip: Oak Brook, IL 60523

Illinois EPA: 431105032

Site Name: Sterigenics US LLC

NFR Letter: 2014-11-18

NFR Letter Date Recorded: 2014-12-05

Comprehensive/Focused: Focused

Worker Caution: N

Acres: 3

Effective: True

Land Use: Residential or Industrial/Commercial

Ground Water Use Restriction: No

Highway Authority Agreement: No

Ordinance: No

Industrial - Commercial: No

Slab on Grade: No

BCT: No

Building Slab: No

Asphalt Used: No

Concrete Used: No

Clean Soil 3ft: No

Clean Soil 10ft: No

Alternate Barrier: No

Remediation Applicant Name: Kevin Wagner

Remediation Applicant Company: Sterigenics US, LLC

Remediation Applicant Address: 2015 Spring Road

Remediation Applicant City,St,Zip: Oak Brook, IL 60523

Illinois EPA: 431105032

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST, UST, SRP

EDR ID: U001144589 **DIST/DIR:** 0.127 South **ELEVATION:** 712 **MAP ID:**J35

NAME: MICRO-BIOTROL CO
ADDRESS: 7775 QUINCY ST
WILLOWBROOK, IL 60521
DU PAGE

Site Name: Sterigenics US LLC
NFR Letter: 2022-05-20
NFR Letter Date Recorded: 2022-06-08
Comprehensive/Focused: Focused
Worker Caution: N
Acres: 0.09

RCRA NonGen / NLR

EDR ID: 1000275978 **DIST/DIR:** 0.130 SW **ELEVATION:** 712 **MAP ID:**36

NAME: LIMITORQUE CORP
ADDRESS: 845 MIDWAY DR
WILLOWBROOK, IL 60521
DUPAGE

RCRA Listings:
Date Form Received by Agency: 20191213
Handler Name: LIMITORQUE CORP
Handler Address: 845 MIDWAY DR
Handler City,State,Zip: WILLOWBROOK, IL 60521
EPA ID: ILD030885867
Contact Name: Not reported
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: Not reported
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Not reported
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000275978	DIST/DIR: 0.130 SW	ELEVATION: 712	MAP ID: 36

NAME: LIMITORQUE CORP

ADDRESS: 845 MIDWAY DR

WILLOWBROOK, IL 60521

DUPAGE

Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: Not reported
 Mailing City,State,Zip: Not reported
 Owner Name: Not reported
 Owner Type: Not reported
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000275978 **DIST/DIR:** 0.130 SW **ELEVATION:** 712 **MAP ID:**36

NAME: LIMITORQUE CORP

ADDRESS: 845 MIDWAY DR

WILLOWBROOK, IL 60521

DUPAGE

Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20191213
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D002

Waste Description: CORROSIVE WASTE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: LIMITORQUE CORP

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000275978 **DIST/DIR:** 0.130 SW **ELEVATION:** 712 **MAP ID:**36

NAME: LIMITORQUE CORP

ADDRESS: 845 MIDWAY DR

WILLOWBROOK, IL 60521

DUPAGE

Owner/Operator Name: NAME NOT REPORTED

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: ADDRESS NOT REPORTED

Owner/Operator City,State,Zip: CITY NOT REPORTED, AK 99998

Owner/Operator Telephone: 312-555-1212

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20191213

Handler Name: LIMITORQUE CORP

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: No

Electronic Manifest Broker: No

Receive Date: 19861020

Handler Name: LIMITORQUE CORP

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000275978 **DIST/DIR:** 0.130 SW **ELEVATION:** 712 **MAP ID:**36

NAME: LIMITORQUE CORP
ADDRESS: 845 MIDWAY DR
WILLOWBROOK, IL 60521
DUPAGE

Evaluation Action Summary:
Evaluations: No Evaluations Found

RCRA NonGen / NLR

EDR ID: 1026058282 **DIST/DIR:** 0.141 South **ELEVATION:** 712 **MAP ID:**J37

NAME: STERIGENICS US LLC
ADDRESS: 7775 QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:
Date Form Received by Agency: 20210128
Handler Name: STERIGENICS US LLC
Handler Address: 7775 QUINCY ST
Handler City,State,Zip: WILLOWBROOK, IL 60527
EPA ID: ILR000204735
Contact Name: MATTHEW G BAITINGER
Contact Address: 2015 SPRING RD STE 650
Contact City,State,Zip: OAK BROOK, IL 60523
Contact Telephone: 262-977-1463
Contact Fax: Not reported
Contact Email: MBAITINGER@STERIGENICS.COM
Contact Title: EHS
EPA Region: 05
Land Type: Private
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: X
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: IL
State District: DESPLAINES
Mailing Address: 7775 QUINCY ST

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1026058282	DIST/DIR: 0.141 South	ELEVATION: 712	MAP ID: J37

NAME: STERIGENICS US LLC

ADDRESS: 7775 QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

Mailing City,State,Zip: WILLOWBROOK, IL 60527
 Owner Name: STERIGENICS US LLC
 Owner Type: Private
 Operator Name: STERIGENICS US LLC
 Operator Type: Private
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1026058282 **DIST/DIR:** 0.141 South **ELEVATION:** 712 **MAP ID:**J37

NAME: STERIGENICS US LLC

ADDRESS: 7775 QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20210624
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: No
Manifest Broker: No
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D002

Waste Description: CORROSIVE WASTE

Handler - Owner Operator:

Owner/Operator Indicator: Operator

Owner/Operator Name: STERIGENICS US LLC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 7775 QUINCY ST

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: STERIGENICS US LLC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1026058282 **DIST/DIR:** 0.141 South **ELEVATION:** 712 **MAP ID:**J37

NAME: STERIGENICS US LLC

ADDRESS: 7775 QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Owner/Operator Address: 7775 QUINCY ST
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: STERIGENICS US LLC
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 7775 QUINCY ST
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: STERIGENICS US LLC
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 7775 QUINCY ST
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60527
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20210128
Handler Name: STERIGENICS US LLC
Federal Waste Generator Description: Not a generator, verified
State District Owner: IL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR							
EDR ID:	1026058282	DIST/DIR:	0.141 South	ELEVATION:	712	MAP ID:	J37
NAME: STERIGENICS US LLC ADDRESS: 7775 QUINCY ST WILLOWBROOK, IL 60527 DUPAGE							
Receive Date: 20200302 Handler Name: STERIGENICS US LLC Federal Waste Generator Description: Large Quantity Generator State District Owner: Not reported Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: No Current Record: No Non Storage Recycler Activity: No Electronic Manifest Broker: No List of NAICS Codes and Descriptions: NAICS Code: 56191 NAICS Description: PACKAGING AND LABELING SERVICES Facility Has Received Notices of Violations: Violations: No Violations Found Evaluation Action Summary: Evaluations: No Evaluations Found							

RCRA NonGen / NLR							
EDR ID:	1014389912	DIST/DIR:	0.145 South	ELEVATION:	712	MAP ID:	J38
NAME: ENVIRO-TEST INC ADDRESS: 7780 QUINCY ST WILLOWBROOK, IL 60527 DUPAGE							
RCRA Listings: Date Form Received by Agency: 20110103 - Continued on next page -							

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1014389912	DIST/DIR: 0.145 South	ELEVATION: 712	MAP ID: J38

NAME: ENVIRO-TEST INC

ADDRESS: 7780 QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Handler Name: ENVIRO-TEST INC
 Handler Address: 7780 QUINCY ST
 Handler City,State,Zip: WILLOWBROOK, IL 60527
 EPA ID: ILR000161653
 Contact Name: MIRKA LENOS
 Contact Address: 7780 QUINCY ST
 Contact City,State,Zip: WILLOWBROOK, IL 60527
 Contact Telephone: 630-303-6791
 Contact Fax: Not reported
 Contact Email: MIRKA@ENVIROTECT-PERRY.COM
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Private
 Federal Waste Generator Description: Not a generator, verified
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 7780 QUINCY ST
 Mailing City,State,Zip: WILLOWBROOK, IL 60527
 Owner Name: ENVIRO-TEST INC
 Owner Type: Private
 Operator Name: ENVIRO-TEST INC
 Operator Type: Private
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1014389912 **DIST/DIR:** 0.145 South **ELEVATION:** 712 **MAP ID:** J38

NAME: ENVIRO-TEST INC

ADDRESS: 7780 QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20110228
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D002

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1014389912 **DIST/DIR:** 0.145 South **ELEVATION:** 712 **MAP ID:** J38

NAME: ENVIRO-TEST INC

ADDRESS: 7780 QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Waste Description: CORROSIVE WASTE

Waste Code: D003

Waste Description: REACTIVE WASTE

Waste Code: P098

Waste Description: POTASSIUM CYANIDE (OR) POTASSIUM CYANIDE K(CN)

Waste Code: P105

Waste Description: SODIUM AZIDE

Waste Code: P106

Waste Description: SODIUM CYANIDE (OR) SODIUM CYANIDE NA(CN)

Waste Code: U003

Waste Description: ACETONITRILE (I,T)

Waste Code: U008

Waste Description: 2-PROPENOIC ACID (I) (OR) ACRYLIC ACID (I)

Waste Code: U041

Waste Description: EPICHLOROHYDRIN (OR) OXIRANE, (CHLOROMETHYL)-

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: ENVIRO-TEST INC

Legal Status: Private

Date Became Current: 19991201

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: ENVIRO-TEST INC

Legal Status: Private

Date Became Current: 19991201

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1014389912 **DIST/DIR:** 0.145 South **ELEVATION:** 712 **MAP ID:**J38

NAME: ENVIRO-TEST INC

ADDRESS: 7780 QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: ENVIRO-TEST INC

Legal Status: Private

Date Became Current: 19991201

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: ENVIRO-TEST INC

Legal Status: Private

Date Became Current: 19991201

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20110103

Handler Name: ENVIRO-TEST INC

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

Receive Date: 20100503

Handler Name: ENVIRO-TEST INC

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1014389912 **DIST/DIR:** 0.145 South **ELEVATION:** 712 **MAP ID:**J38

NAME: ENVIRO-TEST INC

ADDRESS: 7780 QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Federal Waste Generator Description: Large Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 54162

NAICS Description: ENVIRONMENTAL CONSULTING SERVICES

Facility Has Received Notices of Violation:

Found Violation: No

Agency Which Determined Violation: Not reported

Violation Short Description: Not reported

Date Violation was Determined: Not reported

Actual Return to Compliance Date: Not reported

Return to Compliance Qualifier: Not reported

Violation Responsible Agency: Not reported

Scheduled Compliance Date: Not reported

Enforcement Identifier: Not reported

Date of Enforcement Action: Not reported

Enforcement Responsible Agency: Not reported

Enforcement Docket Number: Not reported

Enforcement Attorney: Not reported

Corrective Action Component: Not reported

Appeal Initiated Date: Not reported

Appeal Resolution Date: Not reported

Disposition Status Date: Not reported

Disposition Status: Not reported

Disposition Status Description: Not reported

Consent/Final Order Sequence Number: Not reported

Consent/Final Order Respondent Name: Not reported

Consent/Final Order Lead Agency: Not reported

Enforcement Type: Not reported

Enforcement Responsible Person: Not reported

Enforcement Responsible Sub-Organization: Not reported

SEP Sequence Number: Not reported

SEP Expenditure Amount: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1014389912 **DIST/DIR:** 0.145 South **ELEVATION:** 712 **MAP ID:**J38

NAME: ENVIRO-TEST INC
ADDRESS: 7780 QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 20110103
Evaluation Responsible Agency: State
Found Violation: No
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: CXT
Evaluation Responsible Sub-Organization: F2
Actual Return to Compliance Date: Not reported
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

LUST

EDR ID: S106655910 **DIST/DIR:** 0.147 NW **ELEVATION:** 700 **MAP ID:**39

NAME: LONDON PROPERTIES, LLC
ADDRESS: 15W460 FRONTAGE RD.
HINSDALE, IL 60521
DUPAGE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S106655910 **DIST/DIR:** 0.147 NW **ELEVATION:** 700 **MAP ID:**39

NAME: LONDON PROPERTIES, LLC
ADDRESS: 15W460 FRONTAGE RD.
HINSDALE, IL 60521
DUPAGE

LUST:
Name: LONDON PROPERTIES, LLC
Address: 15W460 FRONTAGE RD.
City,State,Zip: HINSDALE, IL 60521
Incident Num: 20000794
IL EPA Id: 434525027
Product: Diesel
IEMA Date: 2000-05-01
Project Manager: Weller
Project Manager Phone: (217) 524-4647
Email: Melinda.Weller@illinois.gov
PRP Name: London Properties, LLC
PRP Contact: Paul Morris
PRP Address: 15W460 Frontage Rd.
PRP City,St,Zip: Hinsdale, IL 60521
PRP Phone: 6303232330
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2000-09-12
45 Report Received: 2000-09-12
No Further Remediation Letter: 2012-10-02
No Further Remediation Date Recorded: 2012-10-31
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S112056858 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K40

NAME: BARTON ENTERPRISES
ADDRESS: 7545 SOUTH MADISON
BURR RIDGE, IL 60527
DUPAGE

LUST:
Name: BARTON ENTERPRISES
Address: 7545 SOUTH MADISON
City,State,Zip: BURR RIDGE, IL 60527
Incident Num: 20120326
IL EPA Id: 434195065
Product: Jet Fuel
IEMA Date: 2012-04-12
Project Manager: Schwartzkopf
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Barton Enterprises
PRP Contact: Richard Barton
PRP Address: 7545 South Madison
PRP City,St,Zip: Burr Ridge, IL 60527
PRP Phone: 7083253600
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2013-03-26
45 Report Received: 2013-03-26
No Further Remediation Letter: 2015-02-11
No Further Remediation Date Recorded: 2015-03-05
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

UST

EDR ID: U004110502 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K41

NAME: BARTON ENTERPRISES
ADDRESS: 7545 SOUTH MADISON
BURR RIDGE, IL 60527
DU PAGE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U004110502 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K41

NAME: BARTON ENTERPRISES
ADDRESS: 7545 SOUTH MADISON
BURR RIDGE, IL 60527
DU PAGE

UST:
Name: BARTON ENTERPRISES
Address: 7545 SOUTH MADISON
City: BURR RIDGE
Zip: 60527
Facility ID: 2016061
Facility Status: CLOSED
Facility Type: INDUSTRIAL / MANUFACTURING
Owner Id: U0034410
Owner Name: Barton Enterprises
Owner Address: 7545 South Madison
Owner City,St,Zip: Burr Ridge, IL 60527

Tank Number: 1
Tank Status: Removed
Tank Capacity: 1000
Tank Substance: Motor Oil
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: 12-0326 ,92-1646
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/15/1992
Abandoned Date: Not reported

Tank Number: 10
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Aviation Fuel
Last Used Date: Not reported
OSFM First Notify Date: 3/25/1993

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U004110502 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K41

NAME: BARTON ENTERPRISES

ADDRESS: 7545 SOUTH MADISON

BURR RIDGE, IL 60527

DU PAGE

Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 4/12/2012
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 3000
Tank Substance: Used Oil
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/15/1992
Abandoned Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U004110502 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K41

NAME: BARTON ENTERPRISES
ADDRESS: 7545 SOUTH MADISON
BURR RIDGE, IL 60527
DU PAGE

Tank Number: 3
Tank Status: Removed
Tank Capacity: 2000
Tank Substance: Motor Oil
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/15/1992
Abandoned Date: Not reported

Tank Number: 4
Tank Status: Removed
Tank Capacity: 1000
Tank Substance: Motor Oil
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U004110502 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K41

NAME: BARTON ENTERPRISES
ADDRESS: 7545 SOUTH MADISON
BURR RIDGE, IL 60527
DU PAGE

Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/15/1993
Abandoned Date: Not reported

Tank Number: 5
Tank Status: Removed
Tank Capacity: 550
Tank Substance: Motor Oil
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/15/1992
Abandoned Date: Not reported

Tank Number: 6
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Diesel Fuel
Last Used Date: 1/1/1992
OSFM First Notify Date: 3/25/1993
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U004110502 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K41

NAME: BARTON ENTERPRISES
ADDRESS: 7545 SOUTH MADISON
BURR RIDGE, IL 60527
DU PAGE

Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/14/1992
Abandoned Date: Not reported

Tank Number: 7
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Diesel Fuel
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/14/1992
Abandoned Date: Not reported

Tank Number: 8
Tank Status: Removed
Tank Capacity: 8000
Tank Substance: Gasoline
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U004110502 **DIST/DIR:** 0.161 NNE **ELEVATION:** 710 **MAP ID:**K41

NAME: BARTON ENTERPRISES
ADDRESS: 7545 SOUTH MADISON
BURR RIDGE, IL 60527
DU PAGE

Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/14/1992
Abandoned Date: Not reported

Tank Number: 9
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Gasoline
Last Used Date: 1/1/1992
OSFM First Notify Date: 4/9/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: F003171
Green Tag Issue Date: 3/22/2004
Green Tag Expire Date: 12/31/2007
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 6/14/1992
Abandoned Date: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004695930 **DIST/DIR:** 0.162 South **ELEVATION:** 712 **MAP ID:**J42

NAME: FRANCE COMPRESSOR PRODUCTS

ADDRESS: 7810 S QUINCY

WILLOWBROOK, IL 60521

DUPAGE

RCRA Listings:

Date Form Received by Agency: 19970113

Handler Name: FRANCE COMPRESSOR PRODUCTS

Handler Address: 7810 S QUINCY

Handler City,State,Zip: WILLOWBROOK, IL 60521

EPA ID: ILR000033290

Contact Name: STEVE BAILEY

Contact Address: 7810 S QUINCY

Contact City,State,Zip: WILLOWBROOK, IL 60521

Contact Telephone: 630-789-1618

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Handler Activities

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 7810 S QUINCY

Mailing City,State,Zip: WILLOWBROOK, IL 60521

Owner Name: ACTIVE IND INC ATTN MARGITAN MIKE

Owner Type: Private

Operator Name: Not reported

Operator Type: Not reported

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004695930 **DIST/DIR:** 0.162 South **ELEVATION:** 712 **MAP ID:**J42

NAME: FRANCE COMPRESSOR PRODUCTS

ADDRESS: 7810 S QUINCY

WILLOWBROOK, IL 60521

DUPAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20000915
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004695930 **DIST/DIR:** 0.162 South **ELEVATION:** 712 **MAP ID:**J42

NAME: FRANCE COMPRESSOR PRODUCTS

ADDRESS: 7810 S QUINCY

WILLOWBROOK, IL 60521

DUPAGE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: ACTIVE IND INC ATTN MARGITAN MIKE

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 7850 S QUINCY

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521

Owner/Operator Telephone: 630-968-5100

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19970113

Handler Name: FRANCE COMPRESSOR PRODUCTS

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

EDR Hist Auto

EDR ID: 1020789321 **DIST/DIR:** 0.164 South **ELEVATION:** 711 **MAP ID:**L43

NAME: SHELL OIL COMPANY
ADDRESS: 601 N FRONTAGE RD
HINSDALE, IL 60527
DUPAGE

EDR Hist Auto:

Year: Name: Type:

2003 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2004 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2005 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2006 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2007 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2008 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2009 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2010 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2011 SHELL OIL COMPANY: Gasoline Service Stations, NEC
2012 SHELL OIL COMPANY: Gasoline Service Stations, NEC

SRP

EDR ID: S116677591 **DIST/DIR:** 0.170 South **ELEVATION:** 708 **MAP ID:**L44

NAME: WILLOWBROOK CENTER JOINT VENTURE
ADDRESS: 500 JOLIET ROAD
WILLOWBROOK, IL 60527
DUPAGE

SRP:

Name: WILLOWBROOK CENTER JOINT VENTURE
Address: 500 JOLIET ROAD
City,State,Zip: WILLOWBROOK, IL 60527
IL EPA Id: 431105077
US EPA Id: Not reported
Longitude: -87.937041
Latitude: 41.748404
Contact Name: Kathleen Hoffman
Contact Address: 2015 Spring Road
Contact City,St,Zip: Oak Brook, IL 60523
Date Enrolled: 06/13/2014
Point Of Contact: Carol Nissen
Consultant Company: Tetra Tech, Inc.

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

SRP

EDR ID: S116677591 **DIST/DIR:** 0.170 South **ELEVATION:** 708 **MAP ID:** L44

NAME: WILLOWBROOK CENTER JOINT VENTURE
ADDRESS: 500 JOLIET ROAD
WILLOWBROOK, IL 60527
DUPAGE

Consultant Address: 1 South Wacker Drive
Consultant City,St,Zip: Chicago, IL 60606
Proj Mgr Assigned: Todd Hall
Sec. 4 Letter Date: Not reported
Active: No
Remediation Applicant Co: Sterigenics International LLC
NFRDL:
Effective: True
Land Use: Residential or Industrial/Commercial
Ground Water Use Restriction: No
Highway Authority A greement: No
Ordinance: No
Industrial - Commercial: No
Slab on Grade: No
BCT: No
Building Slab: No
Asphalt Used: No
Concrete Used: No
Clean Soil 3ft: No
Clean Soil 10ft: No
Alternate Barrier: No
Remediation Applicant Name: Kathleen Hoffman
Remediation Applicant Company: Sterigenics International LLC
Remediation Applicant Address: 2015 Spring Road
Remediation Applicant City,St,Zip: Oak Brook, IL 60523
Illinois EPA: 431105077
Site Name: Willowbrook Center Joint Venture
NFR Letter: 2015-05-29
NFR Letter Date Recorded: 2015-07-06
Comprehensive/Focused: Focused
Worker Caution: N
Acres: 12.3

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1001404634 **DIST/DIR:** 0.192 ENE **ELEVATION:** 720 **MAP ID:**45

NAME: YUASA INC

ADDRESS: 7531 BRUSH HILL RD
BURR RIDGE, IL 60527
DU PAGE

RCRA Listings:

Date Form Received by Agency: 20191213

Handler Name: YUASA INC

Handler Address: 7531 BRUSH HILL RD

Handler City,State,Zip: BURR RIDGE, IL 60521

EPA ID: ILR000060913

Contact Name: Not reported

Contact Address: Not reported

Contact City,State,Zip: Not reported

Contact Telephone: Not reported

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Not reported

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: Not reported

Mailing City,State,Zip: Not reported

Owner Name: Not reported

Owner Type: Not reported

Operator Name: Not reported

Operator Type: Not reported

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1001404634	DIST/DIR: 0.192 ENE	ELEVATION: 720	MAP ID: 45

NAME: YUASA INC

ADDRESS: 7531 BRUSH HILL RD
BURR RIDGE, IL 60527
DU PAGE

Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20191213
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: No
 Manifest Broker: No
 Sub-Part P Indicator: No

Hazardous Waste Summary:
 Waste Code: D002
 Waste Description: CORROSIVE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1001404634 **DIST/DIR:** 0.192 ENE **ELEVATION:** 720 **MAP ID:** 45

NAME: YUASA INC

ADDRESS: 7531 BRUSH HILL RD
BURR RIDGE, IL 60527
DU PAGE

Waste Code: D007

Waste Description: CHROMIUM

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: YUASA INC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 2366 BERNVILLE RD

Owner/Operator City,State,Zip: REDING, PA 19605

Owner/Operator Telephone: 610-208-1991

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20191213

Handler Name: YUASA INC

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: No

Electronic Manifest Broker: No

Receive Date: 19990127

Handler Name: YUASA INC

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1001404634 **DIST/DIR:** 0.192 ENE **ELEVATION:** 720 **MAP ID:**45

NAME: YUASA INC

ADDRESS: 7531 BRUSH HILL RD
BURR RIDGE, IL 60527
DU PAGE

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

LUST

EDR ID: S119030271 **DIST/DIR:** 0.192 WSW **ELEVATION:** 712 **MAP ID:**M46

NAME: MOBIL OIL CORP.

ADDRESS: 7675 KINGERY HWY.
WILLOWBROOK, IL 60621
DUPAGE

LUST:
Name: MOBIL OIL CORP.
Address: 7675 KINGERY HWY.
City,State,Zip: WILLOWBROOK, IL 60621
Incident Num: 902102
IL EPA Id: 431105014
Product: Gasoline
IEMA Date: 1990-07-26
Project Manager: Rahman
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Exxon Mobil Oil Corp.
PRP Contact: Jeffrey A. Johnson
PRP Address: P.O. Box 874
PRP City,St,Zip: Joliet, IL 60434-0874
PRP Phone: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST				
EDR ID:	S119030271	DIST/DIR:	0.192 WSW	ELEVATION: 712
MAP ID: M46				
NAME:	MOBIL OIL CORP.			
ADDRESS:	7675 KINGERY HWY. WILLOWBROOK, IL 60621 DUPAGE			
 Site Classification: Not reported Section 57.5(g) Letter: 732 Date Section 57.5(g) Letter: Not reported Non LUST Determination Letter: Not reported 20 Report Received: Not reported 45 Report Received: Not reported No Further Remediation Letter: 2006-07-28 No Further Remediation Date Recorded: 2006-09-25 Heating Oil Date: Not reported Non-Lust LR Date: Not reported				

LUST				
EDR ID:	S119030325	DIST/DIR:	0.192 WSW	ELEVATION: 712
MAP ID: M47				
NAME:	MOBIL OIL CORP.			
ADDRESS:	7675 KINGERY HWY. WILLOWBROOK, IL 60621 DUPAGE			
 LUST: Name: MOBIL OIL CORP. Address: 7675 KINGERY HWY. City,State,Zip: WILLOWBROOK, IL 60621 Incident Num: 950549 IL EPA Id: 431105014 Product: Unleaded Gas IEMA Date: 1995-03-17 Project Manager: Rahman Project Manager Phone: Not reported Email: Not reported PRP Name: Exxon Mobil Oil Corp. PRP Contact: Jeffrey A. Johnson PRP Address: P.O. Box 874 PRP City,St,Zip: Joliet, IL 60434-0874 PRP Phone: Not reported				

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST				
EDR ID:	S119030325	DIST/DIR:	0.192 WSW	ELEVATION: 712
MAP ID: M47				
NAME:	MOBIL OIL CORP.			
ADDRESS:	7675 KINGERY HWY. WILLOWBROOK, IL 60621 DUPAGE			
 Site Classification: HIGH Section 57.5(g) Letter: 732 Date Section 57.5(g) Letter: Not reported Non LUST Determination Letter: Not reported 20 Report Received: 1995-04-06 45 Report Received: 1995-08-11 No Further Remediation Letter: 2006-07-28 No Further Remediation Date Recorded: 2006-09-25 Heating Oil Date: Not reported Non-Lust LR Date: Not reported				

LUST				
EDR ID:	S119030257	DIST/DIR:	0.192 WSW	ELEVATION: 712
MAP ID: M48				
NAME:	MOBIL OIL #05BEJ			
ADDRESS:	7675 KINGERY HWY. WILLOWBROOK, IL 60621 DUPAGE			
 LUST: Name: MOBIL OIL #05BEJ Address: 7675 KINGERY HWY. City,State,Zip: WILLOWBROOK, IL 60621 Incident Num: 892540 IL EPA Id: 431105014 Product: Gasoline IEMA Date: 1989-12-07 Project Manager: Rahman Project Manager Phone: Not reported Email: Not reported PRP Name: Exxon Mobil Oil Corp. PRP Contact: Jeffrey A. Johnson PRP Address: P.O. Box 874 PRP City,St,Zip: Joliet, IL 60434-0874 PRP Phone: Not reported				

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S119030257 **DIST/DIR:** 0.192 WSW **ELEVATION:** 712 **MAP ID:**M48

NAME: MOBIL OIL #05BEJ

ADDRESS: 7675 KINGERY HWY.
WILLOWBROOK, IL 60621
DUPAGE

Site Classification: Not reported
Section 57.5(g) Letter: 732
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: Not reported
45 Report Received: 1995-09-22
No Further Remediation Letter: 2006-07-28
No Further Remediation Date Recorded: 2006-09-25
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

RCRA NonGen / NLR

EDR ID: 1000612316 **DIST/DIR:** 0.192 WSW **ELEVATION:** 712 **MAP ID:**M49

NAME: MOBIL OIL CORP SS BEJ

ADDRESS: 7675 KINGERY HWY
WILLOWBROOK, IL 60527
DU PAGE

RCRA Listings:
Date Form Received by Agency: 20191213
Handler Name: MOBIL OIL CORP SS BEJ
Handler Address: 7675 KINGERY HWY
Handler City,State,Zip: WILLOWBROOK, IL 60521
EPA ID: ILD984825430
Contact Name: Not reported
Contact Address: Not reported
Contact City,State,Zip: Not reported
Contact Telephone: Not reported
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 05
Land Type: Not reported
Federal Waste Generator Description: Not a generator, verified

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000612316	DIST/DIR: 0.192 WSW	ELEVATION: 712	MAP ID: M49

NAME: MOBIL OIL CORP SS BEJ
ADDRESS: 7675 KINGERY HWY
WILLOWBROOK, IL 60527
DU PAGE

Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: Not reported
 Mailing City,State,Zip: Not reported
 Owner Name: Not reported
 Owner Type: Not reported
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---
 Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: N
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000612316	DIST/DIR: 0.192 WSW	ELEVATION: 712	MAP ID: M49

NAME: MOBIL OIL CORP SS BEJ

ADDRESS: 7675 KINGERY HWY
WILLOWBROOK, IL 60527
DU PAGE

Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20191213
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: No
 Manifest Broker: No
 Sub-Part P Indicator: No

Hazardous Waste Summary:
 Waste Code: D000
 Waste Description: Not Defined

Waste Code: D001
 Waste Description: IGNITABLE WASTE

Waste Code: D008
 Waste Description: LEAD

Handler - Owner Operator:
 Owner/Operator Indicator: Owner
 Owner/Operator Name: MOBIL OIL CORP
 Legal Status: Private
 Date Became Current: Not reported
 Date Ended Current: Not reported
 Owner/Operator Address: Not reported
 Owner/Operator City,State,Zip: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000612316 **DIST/DIR:** 0.192 WSW **ELEVATION:** 712 **MAP ID:**M49

NAME: MOBIL OIL CORP SS BEJ

ADDRESS: 7675 KINGERY HWY
WILLOWBROOK, IL 60527
DU PAGE

Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20191213
Handler Name: MOBIL OIL CORP SS BEJ
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 19910510
Handler Name: MOBIL OIL CORP SS BEJ
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20000301
Handler Name: MOBIL OIL CORP
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000612316 **DIST/DIR:** 0.192 WSW **ELEVATION:** 712 **MAP ID:**M49

NAME: MOBIL OIL CORP SS BEJ
ADDRESS: 7675 KINGERY HWY
WILLOWBROOK, IL 60527
DU PAGE

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

EDR Hist Auto

EDR ID: 1020954868 **DIST/DIR:** 0.192 WSW **ELEVATION:** 712 **MAP ID:**M50

NAME: WILLOWBROOK MOBILE
ADDRESS: 7675 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

EDR Hist Auto:

Year: Name: Type:

2002	WILLOWBROOK MOBILE:	Gasoline Service Stations
2003	WILLOWBROOK MOBILE:	Gasoline Service Stations
2004	WILLOWBROOK MOBILE:	Gasoline Service Stations
2005	WILLOWBROOK MOBILE:	Gasoline Service Stations
2006	WILLOWBROOK MOBILE:	Gasoline Service Stations
2007	WILLOWBROOK MOBILE:	Gasoline Service Stations
2008	WILLOWBROOK MOBILE:	Gasoline Service Stations
2009	WILLOWBROOK MOBILE:	Gasoline Service Stations
2010	WILLOWBROOK MOBILE:	Gasoline Service Stations
2011	WILLOWBROOK MOBILE:	Gasoline Service Stations
2012	WILLOWBROOK MOBILE:	Gasoline Service Stations
2013	WILLOWBROOK MOBILE:	Gasoline Service Stations
2014	WILLOWBROOK MOBILE:	Gasoline Service Stations

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S119030023 **DIST/DIR:** 0.192 WSW **ELEVATION:** 712 **MAP ID:** M51

NAME: MOBIL OIL CORP.
ADDRESS: 7675 KINGERY HWY.
WILLOWBROOK, IL 60621
DUPAGE

LUST:
Name: MOBIL OIL CORP.
Address: 7675 KINGERY HWY.
City,State,Zip: WILLOWBROOK, IL 60621
Incident Num: 20000552
IL EPA Id: 431105014
Product: Gasoline
IEMA Date: 2000-03-29
Project Manager: Rahman
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Exxon Mobil Oil Corp.
PRP Contact: Jeffrey A. Johnson
PRP Address: Post Office Box 874
PRP City,St,Zip: Joliet, IL 60434-0874
PRP Phone: Not reported
Site Classification: HIGH
Section 57.5(g) Letter: 732
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2000-04-17
45 Report Received: 2000-05-12
No Further Remediation Letter: 2006-07-28
No Further Remediation Date Recorded: 2006-09-25
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

LUST

EDR ID: S105428219 **DIST/DIR:** 0.197 NNE **ELEVATION:** 712 **MAP ID:** N52

NAME: TAMELING, STEVE
ADDRESS: 7400 SOUTH MADISON ST.
WILLOWBROOK, IL 60521
DUPAGE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID:	S105428219	DIST/DIR:	0.197 NNE	ELEVATION:	712	MAP ID:	N52

NAME: TAMELING, STEVE

ADDRESS: 7400 SOUTH MADISON ST.
WILLOWBROOK, IL 60521
DUPAGE

LUST:

Name: TAMELING, STEVE
Address: 7400 SOUTH MADISON ST.
City,State,Zip: WILLOWBROOK, IL 60521
Incident Num: 900632
IL EPA Id: 431105030
Product: Gasoline, Fuel Oil
IEMA Date: 1990-03-08
Project Manager: Wallace
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Steve Tameling
PRP Contact: Not reported
PRP Address: 7400 South Madison St.
PRP City,St,Zip: Willowbrook, IL 60521
PRP Phone: Not reported
Site Classification: Not reported
Section 57.5(g) Letter: 731
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 1990-04-15
45 Report Received: 1990-11-15
No Further Remediation Letter: 1994-06-08
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176591 **DIST/DIR:** 0.197 NNE **ELEVATION:** 712 **MAP ID:** N53

NAME: STEVE TAMELING INC

ADDRESS: 7400 S MADISON

WILLOWBROOK, IL 60521

DU PAGE

UST:

Name: STEVE TAMELING INC

Address: 7400 S MADISON

City: WILLOWBROOK

Zip: 60521

Facility ID: 2005784

Facility Status: CLOSED

Facility Type: COMMERCIAL / RETAIL

Owner Id: U0014547

Owner Name: Steve Tameling Inc

Owner Address: 7400 S Madison

Owner City,St,Zip: Willowbrook, IL 60521

Tank Number: 1

Tank Status: Removed

Tank Capacity: 2000

Tank Substance: Gasoline

Last Used Date: 3/8/1990

OSFM First Notify Date: 7/1/1987

Red Tag Issue Date: Not reported

Install Date: 6/1/1961

Green Tag Decal: Not reported

Green Tag Issue Date: Not reported

Green Tag Expire Date: Not reported

Fee Due: Not reported

Motor Fuel Permit Inspection Date: Not reported

Motor Fuel Permit Expiration Date: Not reported

MOTOR FUEL TYPE: Not reported

Pending Nov: N

IEMA: Not reported

Equipment Type: Not reported

Equipment: Not reported

Last Passing Date: Not reported

Test Expire Date: Not reported

Removed Date: 8/31/1993

Abandoned Date: Not reported

Tank Number: 2

Tank Status: Removed

Tank Capacity: 3000

Tank Substance: Gasoline

Last Used Date: 3/8/1990

OSFM First Notify Date: 7/1/1987

Red Tag Issue Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176591 **DIST/DIR:** 0.197 NNE **ELEVATION:** 712 **MAP ID:** N53

NAME: STEVE TAMELING INC

ADDRESS: 7400 S MADISON

WILLOWBROOK, IL 60521

DU PAGE

Install Date: 1/1/1972

Green Tag Decal: Not reported

Green Tag Issue Date: Not reported

Green Tag Expire Date: Not reported

Fee Due: Not reported

Motor Fuel Permit Inspection Date: Not reported

Motor Fuel Permit Expiration Date: Not reported

MOTOR FUEL TYPE: Not reported

Pending Nov: N

IEMA: Not reported

Equipment Type: Not reported

Equipment: Not reported

Last Passing Date: Not reported

Test Expire Date: Not reported

Removed Date: 8/31/1993

Abandoned Date: Not reported

Tank Number: 3

Tank Status: Removed

Tank Capacity: 1000

Tank Substance: Gasoline

Last Used Date: 6/1/1961

OSFM First Notify Date: 1/25/1993

Red Tag Issue Date: Not reported

Install Date: 4/1/1946

Green Tag Decal: Not reported

Green Tag Issue Date: Not reported

Green Tag Expire Date: Not reported

Fee Due: Not reported

Motor Fuel Permit Inspection Date: Not reported

Motor Fuel Permit Expiration Date: Not reported

MOTOR FUEL TYPE: Not reported

Pending Nov: N

IEMA: Not reported

Equipment Type: Not reported

Equipment: Not reported

Last Passing Date: Not reported

Test Expire Date: Not reported

Removed Date: 8/31/1993

Abandoned Date: 6/1/1961

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000462763	DIST/DIR: 0.199 South	ELEVATION: 709	MAP ID: O54

NAME: DAUBERT COATED PRODUCTS

ADDRESS: 580 JOLIET

WILLOWBROOK, IL 60527

DU PAGE

RCRA Listings:

Date Form Received by Agency: 20140401

Handler Name: DAUBERT COATED PRODUCTS

Handler Address: 580 JOLIET

Handler City,State,Zip: WILLOWBROOK, IL 60521

EPA ID: ILD984809160

Contact Name: DAWN SOUCEK

Contact Address: 580 JOLIET

Contact City,State,Zip: WILLOWBROOK, IL 60521

Contact Telephone: 708-850-2415

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Not reported

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 580 JOLIET

Mailing City,State,Zip: WILLOWBROOK, IL 60521

Owner Name: DAUBERT COATED PRODUCTS

Owner Type: Private

Operator Name: Not reported

Operator Type: Not reported

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000462763	DIST/DIR: 0.199 South	ELEVATION: 709	MAP ID: O54

NAME: DAUBERT COATED PRODUCTS

ADDRESS: 580 JOLIET

WILLOWBROOK, IL 60527

DU PAGE

Federal Facility Indicator: Not reported
 Hazardous Secondary Material Indicator: NN
 Sub-Part K Indicator: Not reported
 Commercial TSD Indicator: No
 Treatment Storage and Disposal Type: Not reported
 2018 GPRA Permit Baseline: Not on the Baseline
 2018 GPRA Renewals Baseline: Not on the Baseline
 Permit Renewals Workload Universe: Not reported
 Permit Workload Universe: Not reported
 Permit Progress Universe: Not reported
 Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20140402
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: Not reported
 Manifest Broker: Not reported
 Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000462763 **DIST/DIR:** 0.199 South **ELEVATION:** 709 **MAP ID:** O54

NAME: DAUBERT COATED PRODUCTS

ADDRESS: 580 JOLIET

WILLOWBROOK, IL 60527

DU PAGE

Waste Code: F003

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F005

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: DAUBERT COATED PRODUCTS

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: DAUBERT COATED PRODUCTS

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000462763 **DIST/DIR:** 0.199 South **ELEVATION:** 709 **MAP ID:** O54

NAME: DAUBERT COATED PRODUCTS
ADDRESS: 580 JOLIET
WILLOWBROOK, IL 60527
DU PAGE

Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20140401
Handler Name: DAUBERT COATED PRODUCTS
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19901204
Handler Name: DAUBERT COATED PRODUCTS
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000265139 **DIST/DIR:** 0.199 South **ELEVATION:** 712 **MAP ID:** P55

NAME: ACTIVE INDUSTRIES OF ILLINOIS

ADDRESS: 7850 QUINCY ST

WILLOWBROOK, IL 60521

COOK

RCRA Listings:

Date Form Received by Agency: 20110524

Handler Name: ACTIVE INDUSTRIES OF ILLINOIS

Handler Address: 7850 QUINCY ST

Handler City,State,Zip: WILLOWBROOK, IL 60521

EPA ID: ILD984784298

Contact Name: ROBERT J DISTLER

Contact Address: 1601 WALL ST

Contact City,State,Zip: FT WAYNE, IN 46802

Contact Telephone: 708-986-5100

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: EHS MGR

EPA Region: 05

Land Type: Not reported

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Not reported

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 1601 WALL ST

Mailing City,State,Zip: FT WAYNE, IN 46802

Owner Name: Not reported

Owner Type: Not reported

Operator Name: Not reported

Operator Type: Not reported

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000265139 **DIST/DIR:** 0.199 South **ELEVATION:** 712 **MAP ID:**P55

NAME: ACTIVE INDUSTRIES OF ILLINOIS

ADDRESS: 7850 QUINCY ST

WILLOWBROOK, IL 60521

COOK

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20150414
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000265139 **DIST/DIR:** 0.199 South **ELEVATION:** 712 **MAP ID:** P55

NAME: ACTIVE INDUSTRIES OF ILLINOIS

ADDRESS: 7850 QUINCY ST

WILLOWBROOK, IL 60521

COOK

Waste Code: F001

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING:
TETRACHLOROETHYLENE, TRICHLORETHYLENE, METHYLENE CHLORIDE,
1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED
FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING
CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF
ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED
IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE
SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: ACTIVE FABRICATORS INC

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19900501

Handler Name: ACTIVE FABRICATORS INC

Federal Waste Generator Description: Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: No

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

Receive Date: 20110524

Handler Name: ACTIVE INDUSTRIES OF ILLINOIS

Federal Waste Generator Description: Not a generator, verified

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1000265139 **DIST/DIR:** 0.199 South **ELEVATION:** 712 **MAP ID:**P55

NAME: ACTIVE INDUSTRIES OF ILLINOIS
ADDRESS: 7850 QUINCY ST
WILLOWBROOK, IL 60521
COOK

Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

EDR Hist Auto

EDR ID: 1020987129 **DIST/DIR:** 0.200 NNW **ELEVATION:** 709 **MAP ID:**Q56

NAME: TAXI GASOLINE VENTRUE LLC
ADDRESS: 7420 S QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

EDR Hist Auto:

Year: Name: Type:
2002 TAXI GASOLINE VENTRUE LLC: Gasoline Service Stations, NEC
2003 TAXI GASOLINE VENTRUE LLC: Gasoline Service Stations, NEC
2004 TAXI GASOLINE VENTRUE LLC: Gasoline Service Stations, NEC
2005 TAXI GASOLINE VENTRUE LLC: Gasoline Service Stations, NEC
2013 DANNY BOY OIL CO INC: Petroleum Products, NEC

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1014953007	DIST/DIR: 0.205 NNE	ELEVATION: 712	MAP ID: R57

NAME: GE INTERNATIONAL INC

ADDRESS: 7521 BRUSH HILL RD
BURR RIDGE, IL 60527
DUPAGE

RCRA Listings:

Date Form Received by Agency: 20120829

Handler Name: GE INTERNATIONAL INC

Handler Address: 7521 BRUSH HILL RD

Handler City,State,Zip: BURR RIDGE, IL 60527

EPA ID: ILR000173831

Contact Name: DOUG M RYAN

Contact Address: 7521 BRUSH HILL RD

Contact City,State,Zip: BURR RIDGE, IL 60527

Contact Telephone: 312-533-2032

Contact Fax: Not reported

Contact Email: DOUGLAS.RYAN@GE.COM

Contact Title: RESOURCE MGR

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Handler Activities

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 7521 BRUSH HILL RD

Mailing City,State,Zip: BURR RIDGE, IL 60527

Owner Name: GE INTERNATIONAL INC

Owner Type: Private

Operator Name: GE INTERNATIONAL INC

Operator Type: Private

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1014953007 **DIST/DIR:** 0.205 NNE **ELEVATION:** 712 **MAP ID:** R57

NAME: GE INTERNATIONAL INC

ADDRESS: 7521 BRUSH HILL RD
BURR RIDGE, IL 60527
DUPAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20150414
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:
Waste Code: D001
Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1014953007 **DIST/DIR:** 0.205 NNE **ELEVATION:** 712 **MAP ID:** R57

NAME: GE INTERNATIONAL INC

ADDRESS: 7521 BRUSH HILL RD
BURR RIDGE, IL 60527
DUPAGE

Waste Code: D002

Waste Description: CORROSIVE WASTE

Waste Code: D005

Waste Description: BARIUM

Waste Code: D008

Waste Description: LEAD

Waste Code: D009

Waste Description: MERCURY

Waste Code: D018

Waste Description: BENZENE

Waste Code: D035

Waste Description: METHYL ETHYL KETONE

Waste Code: F003

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: P022

Waste Description: CARBON DISULFIDE

Waste Code: U003

Waste Description: ACETONITRILE (I,T)

Waste Code: U112

Waste Description: ACETIC ACID, ETHYL ESTER (I) (OR) ETHYL ACETATE (I)

Waste Code: U159

Waste Description: 2-BUTANONE (I,T) (OR) METHYL ETHYL KETONE (MEK) (I,T)

Waste Code: U213

Waste Description: FURAN, TETRAHYDRO-(I) (OR) TETRAHYDROFURAN (I)

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID:	1014953007	DIST/DIR:	0.205 NNE	ELEVATION:	712	MAP ID:	R57

NAME: GE INTERNATIONAL INC

ADDRESS: 7521 BRUSH HILL RD
BURR RIDGE, IL 60527
DUPAGE

Handler - Owner Operator:

Owner/Operator Indicator: Operator
Owner/Operator Name: GE INTERNATIONAL INC
Legal Status: Private
Date Became Current: 20111201
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: GE INTERNATIONAL INC
Legal Status: Private
Date Became Current: 20111201
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20120829
Handler Name: GE INTERNATIONAL INC
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 54133
NAICS Description: ENGINEERING SERVICES

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1014953007 **DIST/DIR:** 0.205 NNE **ELEVATION:** 712 **MAP ID:**R57

NAME: GE INTERNATIONAL INC
ADDRESS: 7521 BRUSH HILL RD
BURR RIDGE, IL 60527
DUPAGE

NAICS Code: 54138
NAICS Description: TESTING LABORATORIES AND SERVICES

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

UST, AST

EDR ID: U001144237 **DIST/DIR:** 0.205 ENE **ELEVATION:** 710 **MAP ID:**R58

NAME: CINGULAR
ADDRESS: 7501 SOUTH SOPER
BURR RIDGE, IL 60521
DU PAGE

UST:
Name: CINGULAR
Address: 7501 SOUTH SOPER
City: BURR RIDGE
Zip: 60521
Facility ID: 2031533
Facility Status: CLOSED
Facility Type: UTILITY
Owner Id: U0034089
Owner Name: AT&T
Owner Address: 930 National Parkway
Owner City,St,Zip: Schaumburg, IL 60173

Tank Number: 1
Tank Status: Removed
Tank Capacity: 550

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST, AST

EDR ID: U001144237 **DIST/DIR:** 0.205 ENE **ELEVATION:** 710 **MAP ID:** R58

NAME: CINGULAR

ADDRESS: 7501 SOUTH SOPER
BURR RIDGE, IL 60521
DU PAGE

Tank Substance: Diesel Fuel
Last Used Date: 5/16/2011
OSFM First Notify Date: 9/9/1992
Red Tag Issue Date: Not reported
Install Date: 8/15/1991
Green Tag Decal: K007024
Green Tag Issue Date: 3/9/2009
Green Tag Expire Date: 12/31/2011
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: Not reported
Motor Fuel Permit Expiration Date: Not reported
MOTOR FUEL TYPE: Not reported
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 5/17/2011
Abandoned Date: Not reported

AST:

Name: AT & T BURR RIDGE TANK# 1-300
Address: 7501 SOPER ROAD
City,State,Zip: BURR RIDGE, IL 60527
Occupancy Number: 001-DD-055
Occupant Type: 055 - ABOVE GROUND DISPENSING
Section Number: DD
Property Owner Name: AT & T-IL0467
Type: TANK - ABOVE GROUND BULK

Name: AT & T-IL0467- TANK#2-3000
Address: 7501 SOPER ROAD
City,State,Zip: BURR RIDGE, IL 60527
Occupancy Number: 001-DD-059
Occupant Type: 059 - ABOVE GROUND BULK STORAGE
Section Number: DD
Property Owner Name: AT & T-IL0467
Type: TANK - ABOVE GROUND BULK

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004692552	DIST/DIR: 0.205 South	ELEVATION: 710	MAP ID: O59

NAME: U S EPA REGION 5 SF WAREHOUSE

ADDRESS: 600A JOLIET RD

WILLOWBROOK, IL 60521

DUPAGE

RCRA Listings:

Date Form Received by Agency: 19940801

Handler Name: U S EPA REGION 5 SF WAREHOUSE

Handler Address: 600A JOLIET RD

Handler City,State,Zip: WILLOWBROOK, IL 60521

EPA ID: IL0000613117

Contact Name: STEVE GURSKI

Contact Address: 77 W JACKSON BLVD MP 4J

Contact City,State,Zip: CHICAGO, IL 60601

Contact Telephone: 312-886-5301

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Federal

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Handler Activities

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 600A JOLIET RD

Mailing City,State,Zip: WILLOWBROOK, IL 60521

Owner Name: ILLINOIS INDUSTRIAL PROPERTIES

Owner Type: Private

Operator Name: Not reported

Operator Type: Not reported

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004692552 **DIST/DIR:** 0.205 South **ELEVATION:** 710 **MAP ID:** O59

NAME: U S EPA REGION 5 SF WAREHOUSE

ADDRESS: 600A JOLIET RD

WILLOWBROOK, IL 60521

DUPAGE

Federal Facility Indicator: The land is federally-owned
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20000915
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004692552 **DIST/DIR:** 0.205 South **ELEVATION:** 710 **MAP ID:** O59

NAME: U S EPA REGION 5 SF WAREHOUSE

ADDRESS: 600A JOLIET RD

WILLOWBROOK, IL 60521

DUPAGE

Waste Code: D002

Waste Description: CORROSIVE WASTE

Waste Code: D003

Waste Description: REACTIVE WASTE

Waste Code: U044

Waste Description: CHLOROFORM (OR) METHANE, TRICHLORO-

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: ILLINOIS INDUSTRIAL PROPERTIES

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 75 E WACKER DR 29TH FL

Owner/Operator City,State,Zip: CHICAGO, IL 60601

Owner/Operator Telephone: 312-578-5910

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19940801

Handler Name: U S EPA REGION 5 SF WAREHOUSE

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID:	1004692552	DIST/DIR:	0.205 South	ELEVATION:	710	MAP ID:	O59

NAME: U S EPA REGION 5 SF WAREHOUSE

ADDRESS: 600A JOLIET RD
WILLOWBROOK, IL 60521
DUPAGE

Evaluation Action Summary:
Evaluations: No Evaluations Found

EDR Hist Auto

EDR ID:	1021928454	DIST/DIR:	0.205 South	ELEVATION:	710	MAP ID:	O60

NAME: PENNZOIL-QUAKER STATE COMPANY

ADDRESS: 600 JOLIET RD
WILLOWBROOK, IL 60527
DUPAGE

EDR Hist Auto:

Year:	Name:	Type:
2008	PENNZOIL-QUAKER STATE COMPANY:	Gasoline Service Stations
2009	PENNZOIL-QUAKER STATE COMPANY:	Gasoline Service Stations
2010	PENNZOIL-QUAKER STATE COMPANY:	Gasoline Service Stations
2011	PENNZOIL-QUAKER STATE COMPANY:	Gasoline Service Stations

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004694657	DIST/DIR: 0.205 South	ELEVATION: 710	MAP ID: O61

NAME: VISCOSITY OIL CO
ADDRESS: 600 H JOLIET RD
WILLOWBROOK, IL 60521
DUPAGE

RCRA Listings:

Date Form Received by Agency: 20010129
 Handler Name: VISCOSITY OIL CO
 Handler Address: 600 H JOLIET RD
 Handler City,State,Zip: WILLOWBROOK, IL 60521
 EPA ID: ILD984917369
 Contact Name: JOHN SCHALLER
 Contact Address: 600 H JOLIET RD
 Contact City,State,Zip: WILLOWBROOK, IL 60521
 Contact Telephone: 630-850-4000
 Contact Fax: Not reported
 Contact Email: Not reported
 Contact Title: Not reported
 EPA Region: 05
 Land Type: Private
 Federal Waste Generator Description: Not a generator, verified
 Non-Notifier: Not reported
 Biennial Report Cycle: Not reported
 Accessibility: Not reported
 Active Site Indicator: Not reported
 State District Owner: Not reported
 State District: DESPLAINES
 Mailing Address: 600 H JOLIET RD
 Mailing City,State,Zip: WILLOWBROOK, IL 60521
 Owner Name: FL ITALIA SPA
 Owner Type: Private
 Operator Name: Not reported
 Operator Type: Not reported
 Short-Term Generator Activity: No
 Importer Activity: No
 Mixed Waste Generator: No
 Transporter Activity: No
 Transfer Facility Activity: No
 Recycler Activity with Storage: No
 Small Quantity On-Site Burner Exemption: No
 Smelting Melting and Refining Furnace Exemption: No
 Underground Injection Control: No
 Off-Site Waste Receipt: No
 Universal Waste Indicator: No
 Universal Waste Destination Facility: No
 Federal Universal Waste: No
 Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site Converter Treatment storage and Disposal Facility: Not reported
 Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
 Active Site State-Reg Handler: ---

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004694657 **DIST/DIR:** 0.205 South **ELEVATION:** 710 **MAP ID:** O61

NAME: VISCOSITY OIL CO

ADDRESS: 600 H JOLIET RD

WILLOWBROOK, IL 60521

DUPAGE

Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20150414
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004694657 **DIST/DIR:** 0.205 South **ELEVATION:** 710 **MAP ID:** O61

NAME: VISCOSITY OIL CO
ADDRESS: 600 H JOLIET RD
WILLOWBROOK, IL 60521
DUPAGE

Handler - Owner Operator:

Owner/Operator Indicator: Owner
Owner/Operator Name: FL ITALIA SPA
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: 600 H JOLIET RD
Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521
Owner/Operator Telephone: 630-850-4000
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: PENNZOIL CO
Legal Status: Private
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: PO BOX 2967 PENNZOIL PLACE
Owner/Operator City,State,Zip: HOUSTON, TX 77252-2967
Owner/Operator Telephone: 713-546-6149
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19960215
Handler Name: VISCOSITY OIL CO
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20010129
Handler Name: VISCOSITY OIL CO
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA NonGen / NLR

EDR ID: 1004694657 **DIST/DIR:** 0.205 South **ELEVATION:** 710 **MAP ID:** O61

NAME: VISCOSITY OIL CO
ADDRESS: 600 H JOLIET RD
WILLOWBROOK, IL 60521
DUPAGE

Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:** M62

NAME: BUCKY'S EXPRESS #6541
ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

UST:
Name: BUCKY'S EXPRESS #6541
Address: 7675 KINGERY HIGHWAY & MIDWAY
City: WILLOWBROOK
Zip: 60521
Facility ID: 2009031
Facility Status: ACTIVE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:** M62

NAME: BUCKY'S EXPRESS #6541

ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

Facility Type: ATTENDED SELF-SERVICE STATION
Owner Id: U0002560
Owner Name: Casey's Retail Company
Owner Address: 3305 SE Delaware Ave. P.O. Box 3004
Owner City,St,Zip: Ankeny, IA 50021

Tank Number: 1
Tank Status: Removed
Tank Capacity: 12000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 5/5/1986
Red Tag Issue Date: Not reported
Install Date: 11/1/1983
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: 00-0552 ,89-2540
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 4/18/1989
Abandoned Date: Not reported

Tank Number: 10
Tank Status: Currently in use
Tank Capacity: 10000
Tank Substance: B-11
Last Used Date: Not reported
OSFM First Notify Date: 9/14/1989
Red Tag Issue Date: Not reported
Install Date: 4/1/1989
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:** M62

NAME: BUCKY'S EXPRESS #6541

ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

Tank Number: 11
Tank Status: Removed
Tank Capacity: 1000
Tank Substance: Used Oil
Last Used Date: 3/1/1986
OSFM First Notify Date: 8/4/1992
Red Tag Issue Date: Not reported
Install Date: 11/1/1983
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 4/1/1989
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 12000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 5/5/1986
Red Tag Issue Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:**M62

NAME: BUCKY'S EXPRESS #6541

ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

Install Date: 11/1/1983
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 4/18/1989
Abandoned Date: Not reported

Tank Number: 3
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Diesel Fuel
Last Used Date: Not reported
OSFM First Notify Date: 5/5/1986
Red Tag Issue Date: Not reported
Install Date: 10/16/1980
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 4/18/1989
Abandoned Date: Not reported

Tank Number: 4

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:**M62

NAME: BUCKY'S EXPRESS #6541

ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

Tank Status: Removed
Tank Capacity: 6000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 5/5/1986
Red Tag Issue Date: Not reported
Install Date: 11/1/1983
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 4/18/1989
Abandoned Date: Not reported

Tank Number: 5
Tank Status: Removed
Tank Capacity: 550
Tank Substance: Used Oil
Last Used Date: Not reported
OSFM First Notify Date: 5/5/1986
Red Tag Issue Date: Not reported
Install Date: 11/1/1983
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:** M62

NAME: BUCKY'S EXPRESS #6541

ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

Test Expire Date: Not reported
Removed Date: 4/18/1989
Abandoned Date: Not reported

Tank Number: 6
Tank Status: Currently in use
Tank Capacity: 10000
Tank Substance: Gasoline - Regular
Last Used Date: Not reported
OSFM First Notify Date: 9/14/1989
Red Tag Issue Date: Not reported
Install Date: 4/1/1989
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

Tank Number: 7
Tank Status: Currently in use
Tank Capacity: 10000
Tank Substance: Gasoline - Regular
Last Used Date: Not reported
OSFM First Notify Date: 9/14/1989
Red Tag Issue Date: Not reported
Install Date: 4/1/1989
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:** M62

NAME: BUCKY'S EXPRESS #6541

ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

Tank Number: 8
Tank Status: Currently in use
Tank Capacity: 10000
Tank Substance: Gasoline - Regular
Last Used Date: Not reported
OSFM First Notify Date: 9/14/1989
Red Tag Issue Date: Not reported
Install Date: 4/1/1989
Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

Tank Number: 9
Tank Status: Currently in use
Tank Capacity: 10000
Tank Substance: Gasoline - Premium
Last Used Date: Not reported
OSFM First Notify Date: 9/14/1989
Red Tag Issue Date: Not reported
Install Date: 4/1/1989

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176594 **DIST/DIR:** 0.208 West **ELEVATION:** 713 **MAP ID:** M62

NAME: BUCKY'S EXPRESS #6541
ADDRESS: 7675 KINGERY HIGHWAY & MIDWAY
WILLOWBROOK, IL 60521
DU PAGE

Green Tag Decal: V001533
Green Tag Issue Date: 9/2/2020
Green Tag Expire Date: 12/31/2022
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 9/2/2020
Motor Fuel Permit Expiration Date: 12/31/2022
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Fiberglass Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: Not reported
Abandoned Date: Not reported

RCRA-VSQG

EDR ID: 1016453213 **DIST/DIR:** 0.219 NNW **ELEVATION:** 709 **MAP ID:** Q63

NAME: PLASTICS GROUP
ADDRESS: 7409 S QUINCY ST
WILLOWBROOK, IL 60527
DUPAGE

RCRA Listings:
Date Form Received by Agency: 20140121
Handler Name: PLASTICS GROUP
Handler Address: 7409 S QUINCY ST
Handler City,State,Zip: WILLOWBROOK, IL 60527
EPA ID: ILR000180604
Contact Name: CASEY M KUREK
Contact Address: 7409 S QUINCY ST
Contact City,State,Zip: WILLOWBROOK, IL 60527
Contact Telephone: 630-325-1210 269
Contact Fax: 630-325-1393

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1016453213	DIST/DIR: 0.219 NNW	ELEVATION: 709	MAP ID: Q63

NAME: PLASTICS GROUP

ADDRESS: 7409 S QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Contact Email: CKUREK@THEPLASTICSGROUP.NET

Contact Title: MAINT MGR

EPA Region: 05

Land Type: Municipal

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Handler Activities

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 7409 S QUINCY ST

Mailing City,State,Zip: WILLOWBROOK, IL 60527

Owner Name: BRIAN BETH

Owner Type: Private

Operator Name: CASEY KUREK

Operator Type: Private

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: NN

Sub-Part K Indicator: Not reported

Commercial TSD Indicator: No

Treatment Storage and Disposal Type: Not reported

2018 GPRA Permit Baseline: Not on the Baseline

2018 GPRA Renewals Baseline: Not on the Baseline

Permit Renewals Workload Universe: Not reported

Permit Workload Universe: Not reported

Permit Progress Universe: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1016453213	DIST/DIR: 0.219 NNW	ELEVATION: 709	MAP ID: Q63

NAME: PLASTICS GROUP

ADDRESS: 7409 S QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Post-Closure Workload Universe: Not reported
 Closure Workload Universe: Not reported
 202 GPRA Corrective Action Baseline: No
 Corrective Action Workload Universe: No
 Subject to Corrective Action Universe: No
 Non-TSDFs Where RCRA CA has Been Imposed Universe: No
 TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
 TSDFs Only Subject to CA under Discretionary Auth Universe: No
 Corrective Action Priority Ranking: No NCAPS ranking
 Environmental Control Indicator: No
 Institutional Control Indicator: No
 Human Exposure Controls Indicator: N/A
 Groundwater Controls Indicator: N/A
 Operating TSDF Universe: Not reported
 Full Enforcement Universe: Not reported
 Significant Non-Complier Universe: No
 Unaddressed Significant Non-Complier Universe: No
 Addressed Significant Non-Complier Universe: No
 Significant Non-Complier With a Compliance Schedule Universe: No
 Financial Assurance Required: Not reported
 Handler Date of Last Change: 20140121
 Recognized Trader-Importer: No
 Recognized Trader-Exporter: No
 Importer of Spent Lead Acid Batteries: No
 Exporter of Spent Lead Acid Batteries: No
 Recycler Activity Without Storage: Not reported
 Manifest Broker: Not reported
 Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: BRIAN BETH

Legal Status: Private

Date Became Current: 19630101

Date Ended Current: Not reported

Owner/Operator Address: Not reported

Owner/Operator City,State,Zip: Not reported

Owner/Operator Telephone: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID:	1016453213	DIST/DIR:	0.219 NNW	ELEVATION:	709	MAP ID:	Q63

NAME: PLASTICS GROUP

ADDRESS: 7409 S QUINCY ST

WILLOWBROOK, IL 60527

DUPAGE

Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: CASEY KUREK
Legal Status: Private
Date Became Current: 20120101
Date Ended Current: Not reported
Owner/Operator Address: Not reported
Owner/Operator City,State,Zip: Not reported
Owner/Operator Telephone: Not reported
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20140121
Handler Name: PLASTICS GROUP
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 32616
NAICS Description: PLASTICS BOTTLE MANUFACTURING

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

EDR Hist Auto

EDR ID: 1021559297 **DIST/DIR:** 0.219 NW **ELEVATION:** 720 **MAP ID:** S64

NAME: TOM & JERRYS SHELL SERVICE
ADDRESS: 7505 KINGERY HWY
WILLOWBROOK, IL 60527
DUPAGE

EDR Hist Auto:

Year: Name: Type:
2003 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations
2004 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations
2005 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2006 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2007 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2008 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2009 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2010 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2011 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2012 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2013 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC
2014 TOM & JERRYS SHELL SERVICE: Gasoline Service Stations, NEC

LUST

EDR ID: S112056905 **DIST/DIR:** 0.219 NW **ELEVATION:** 720 **MAP ID:** S65

NAME: TRUE NORTH ENERGY #1990
ADDRESS: 7505 SOUTH KINGERY HIGHWAY
WILLOWBROOK, IL 60527
DUPAGE

LUST:
Name: TRUE NORTH ENERGY #1990, FORMER
Address: 7505 SOUTH KINGERY HIGHWAY
City,State,Zip: WILLOWBROOK, IL 60521
Incident Num: 20210593
IL EPA Id: 431105022
Product: Gasoline
IEMA Date: 2021-06-23
Project Manager: Piggush
Project Manager Phone: (217) 782-3101
Email: Michael.Piggush@illinois.gov
PRP Name: True North Energy, LLC

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S112056905 **DIST/DIR:** 0.219 NW **ELEVATION:** 720 **MAP ID:** S65

NAME: TRUE NORTH ENERGY #1990

ADDRESS: 7505 SOUTH KINGERY HIGHWAY
WILLOWBROOK, IL 60527
DUPAGE

PRP Contact: David P. Nye
PRP Address: 10346 Brecksville Road
PRP City,St,Zip: Brecksville, OH 44141
PRP Phone: (440) 792-4200
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2021-07-16
45 Report Received: 2021-08-23
No Further Remediation Letter: Not reported
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

Name: TRUE NORTH ENERGY #1990
Address: 7505 SOUTH KINGERY HIGHWAY
City,State,Zip: WILLOWBROOK, IL 60527
Incident Num: 871649
IL EPA Id: 431105022
Product: Gasoline
IEMA Date: 1987-10-06
Project Manager: Piggush
Project Manager Phone: (217) 782-3101
Email: Michael.Piggush@illinois.gov
PRP Name: True North Energy, LLC
PRP Contact: David P. Nye
PRP Address: 10346 Brecksville Road
PRP City,St,Zip: Brecksville, OH 44141
PRP Phone: (440) 792-4200
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: Not reported
45 Report Received: Not reported
No Further Remediation Letter: Not reported
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

Name: TRUE NORTH ENERGY #1990
Address: 7505 SOUTH KINGERY HIGHWAY
City,State,Zip: WILLOWBROOK, IL 60527

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S112056905 **DIST/DIR:** 0.219 NW **ELEVATION:** 720 **MAP ID:**S65

NAME: TRUE NORTH ENERGY #1990
ADDRESS: 7505 SOUTH KINGERY HIGHWAY
WILLOWBROOK, IL 60527
DUPAGE

Incident Num: 20120788
IL EPA Id: 431105022
Product: Gasoline
IEMA Date: 2012-07-31
Project Manager: Piggush
Project Manager Phone: (217) 782-3101
Email: Michael.Piggush@illinois.gov
PRP Name: True North Energy LLC
PRP Contact: David Nye
PRP Address: 10346 Brecksville Road
PRP City,St,Zip: Brecksville, OH 44141
PRP Phone: (440) 792-4200
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2012-08-16
45 Report Received: 2012-09-25
No Further Remediation Letter: Not reported
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

LUST

EDR ID: S128199635 **DIST/DIR:** 0.219 NW **ELEVATION:** 720 **MAP ID:**S66

NAME: TRUE NORTH ENERGY, LLC
ADDRESS: 7505 SOUTH KINGERY
WILLOWBROOK, IL 60527
DUPAGE

LUST:
Name: TRUE NORTH ENERGY, LLC
Address: 7505 SOUTH KINGERY
City,State,Zip: WILLOWBROOK, IL 60527-5537

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S128199635 **DIST/DIR:** 0.219 NW **ELEVATION:** 720 **MAP ID:** S66

NAME: TRUE NORTH ENERGY, LLC

ADDRESS: 7505 SOUTH KINGERY
WILLOWBROOK, IL 60527
DUPAGE

Incident Num: 20210986
IL EPA Id: 431105022
Product: Used Oil, Other Petroleum
IEMA Date: 2021-11-04
Project Manager: Piggush
Project Manager Phone: (217) 782-3101
Email: Michael.Piggush@illinois.gov
PRP Name: True North Energy, LLC
PRP Contact: David Nye
PRP Address: 10346 Brecksville Road
PRP City, St, Zip: Brecksville, OH 44141
PRP Phone: (440) 792-4200
Site Classification: Not reported
Section 57.5(g) Letter: 734
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 2021-11-19
45 Report Received: Not reported
No Further Remediation Letter: Not reported
No Further Remediation Date Recorded: Not reported
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

RCRA-VSQG

EDR ID: 1004696813 **DIST/DIR:** 0.237 South **ELEVATION:** 713 **MAP ID:** P67

NAME: SCROLLEX CORP

ADDRESS: 7888 QUINCY
WILLOWBROOK, IL 60521
DUPAGE

RCRA Listings:
Date Form Received by Agency: 19981210
Handler Name: SCROLLEX CORP
Handler Address: 7888 QUINCY

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004696813 **DIST/DIR:** 0.237 South **ELEVATION:** 713 **MAP ID:** P67

NAME: SCROLLEX CORP

ADDRESS: 7888 QUINCY

WILLOWBROOK, IL 60521

DUPAGE

Handler City,State,Zip: WILLOWBROOK, IL 60521

EPA ID: ILR000058594

Contact Name: PHILLIP HEITZ

Contact Address: 7888 QUINCY

Contact City,State,Zip: WILLOWBROOK, IL 60521

Contact Telephone: 630-887-8817

Contact Fax: Not reported

Contact Email: Not reported

Contact Title: Not reported

EPA Region: 05

Land Type: Private

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported

Biennial Report Cycle: Not reported

Accessibility: Not reported

Active Site Indicator: Handler Activities

State District Owner: Not reported

State District: DESPLAINES

Mailing Address: 7888 QUINCY

Mailing City,State,Zip: WILLOWBROOK, IL 60521

Owner Name: SCROLLEX CORP

Owner Type: Private

Operator Name: Not reported

Operator Type: Not reported

Short-Term Generator Activity: No

Importer Activity: No

Mixed Waste Generator: No

Transporter Activity: No

Transfer Facility Activity: No

Recycler Activity with Storage: No

Small Quantity On-Site Burner Exemption: No

Smelting Melting and Refining Furnace Exemption: No

Underground Injection Control: No

Off-Site Waste Receipt: No

Universal Waste Indicator: No

Universal Waste Destination Facility: No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported

Active Site Converter Treatment storage and Disposal Facility: Not reported

Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler: ---

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: NN

Sub-Part K Indicator: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID: 1004696813 **DIST/DIR:** 0.237 South **ELEVATION:** 713 **MAP ID:** P67

NAME: SCROLLEX CORP

ADDRESS: 7888 QUINCY

WILLOWBROOK, IL 60521

DUPAGE

Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported
Permit Workload Universe: Not reported
Permit Progress Universe: Not reported
Post-Closure Workload Universe: Not reported
Closure Workload Universe: Not reported
202 GPRA Corrective Action Baseline: No
Corrective Action Workload Universe: No
Subject to Corrective Action Universe: No
Non-TSDFs Where RCRA CA has Been Imposed Universe: No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No
TSDFs Only Subject to CA under Discretionary Auth Universe: No
Corrective Action Priority Ranking: No NCAPS ranking
Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A
Operating TSDF Universe: Not reported
Full Enforcement Universe: Not reported
Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No
Financial Assurance Required: Not reported
Handler Date of Last Change: 20000915
Recognized Trader-Importer: No
Recognized Trader-Exporter: No
Importer of Spent Lead Acid Batteries: No
Exporter of Spent Lead Acid Batteries: No
Recycler Activity Without Storage: Not reported
Manifest Broker: Not reported
Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: X003

Waste Description: Not Defined

Handler - Owner Operator:

Owner/Operator Indicator: Owner

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

RCRA-VSQG

EDR ID:	1004696813	DIST/DIR:	0.237 South	ELEVATION:	713	MAP ID:	P67

NAME: SCROLLEX CORP

ADDRESS: 7888 QUINCY

WILLOWBROOK, IL 60521

DUPAGE

Owner/Operator Name: SCROLLEX CORP

Legal Status: Private

Date Became Current: Not reported

Date Ended Current: Not reported

Owner/Operator Address: 7888 QUINCY

Owner/Operator City,State,Zip: WILLOWBROOK, IL 60521

Owner/Operator Telephone: 630-887-8817

Owner/Operator Telephone Ext: Not reported

Owner/Operator Fax: Not reported

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 19981210

Handler Name: SCROLLEX CORP

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: Not reported

Large Quantity Handler of Universal Waste: No

Recognized Trader Importer: No

Recognized Trader Exporter: No

Spent Lead Acid Battery Importer: No

Spent Lead Acid Battery Exporter: No

Current Record: Yes

Non Storage Recycler Activity: Not reported

Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

LUST

EDR ID: S103691311 **DIST/DIR:** 0.242 WNW **ELEVATION:** 717 **MAP ID:**T68

NAME: SHELL OIL CO.
ADDRESS: 7505 KINGERY AVE. & 75TH ST.
WILLOWBROOK, IL 60521
DUPAGE

LUST:
Name: SHELL OIL CO.
Address: 7505 KINGERY AVE. & 75TH ST.
City,State,Zip: WILLOWBROOK, IL 60521
Incident Num: 961814
IL EPA Id: 431105022
Product: Other Petroleum
IEMA Date: 1996-10-02
Project Manager: Harlow
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Equilon Enterprises LLC
PRP Contact: Lisa Schoedel
PRP Address: 603 Diehl Rd., Suite 103
PRP City,St,Zip: Naperville, IL 60563
PRP Phone: 6302764206
Site Classification: Not reported
Section 57.5(g) Letter: 732
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 1996-10-25
45 Report Received: 1997-07-14
No Further Remediation Letter: 1998-03-17
No Further Remediation Date Recorded: 1998-04-16
Heating Oil Date: Not reported
Non-Lust LR Date: Not reported

UST

EDR ID: U000176588 **DIST/DIR:** 0.242 WNW **ELEVATION:** 717 **MAP ID:**T69

NAME: TRUE NORTH #1990
ADDRESS: 7505 S. KINGERY
WILLOWBROOK, IL 60521
DU PAGE

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176588 **DIST/DIR:** 0.242 WNW **ELEVATION:** 717 **MAP ID:** T69

NAME: TRUE NORTH #1990
ADDRESS: 7505 S. KINGERY
WILLOWBROOK, IL 60521
DU PAGE

UST:
Name: TRUE NORTH #1990
Address: 7505 S. KINGERY
City: WILLOWBROOK
Zip: 60521
Facility ID: 2006983
Facility Status: CLOSED
Facility Type: ATTENDED SELF-SERVICE STATION
Owner Id: U0035735
Owner Name: True North Energy, LLC
Owner Address: 10346 Brecksville Road
Owner City,St,Zip: Brecksville, OH 44141

Tank Number: 1
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 4/25/1986
Red Tag Issue Date: Not reported
Install Date: 1/1/1980
Green Tag Decal: U001501
Green Tag Issue Date: 12/17/2019
Green Tag Expire Date: 6/24/2021
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: 12-0788 ,20210593 ,21-0593 ,21-0986 ,87-1649 ,96-1814 ,96-1814
Equipment Type: Corrosion Prot - Piping
Equipment: Flexible Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 7/31/2012
Abandoned Date: Not reported

Tank Number: 2
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 4/25/1986

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176588 **DIST/DIR:** 0.242 WNW **ELEVATION:** 717 **MAP ID:** T69

NAME: TRUE NORTH #1990

ADDRESS: 7505 S. KINGERY

WILLOWBROOK, IL 60521

DU PAGE

Red Tag Issue Date: Not reported
Install Date: 1/1/1980
Green Tag Decal: U001501
Green Tag Issue Date: 12/17/2019
Green Tag Expire Date: 6/24/2021
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Flexible Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 7/31/2012
Abandoned Date: Not reported

Tank Number: 3
Tank Status: Removed
Tank Capacity: 10000
Tank Substance: Gasoline
Last Used Date: Not reported
OSFM First Notify Date: 4/25/1986
Red Tag Issue Date: Not reported
Install Date: 1/1/1976
Green Tag Decal: U001501
Green Tag Issue Date: 12/17/2019
Green Tag Expire Date: 6/24/2021
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Corrosion Prot - Piping
Equipment: Flexible Non-Corrosive
Last Passing Date: N/A
Test Expire Date: N/A
Removed Date: 7/31/2012
Abandoned Date: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176588 **DIST/DIR:** 0.242 WNW **ELEVATION:** 717 **MAP ID:** T69

NAME: TRUE NORTH #1990

ADDRESS: 7505 S. KINGERY

WILLOWBROOK, IL 60521

DU PAGE

Tank Number: 4
Tank Status: Removed
Tank Capacity: 1000
Tank Substance: Used Oil
Last Used Date: Not reported
OSFM First Notify Date: 4/25/1986
Red Tag Issue Date: Not reported
Install Date: 1/1/1983
Green Tag Decal: U001501
Green Tag Issue Date: 12/17/2019
Green Tag Expire Date: 6/24/2021
Fee Due: \$0.00
Motor Fuel Permit Inspection Date: 10/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported
Last Passing Date: Not reported
Test Expire Date: Not reported
Removed Date: 10/2/1996
Abandoned Date: Not reported

Tank Number: 5
Tank Status: Removed
Tank Capacity: 550
Tank Substance: Used Oil
Last Used Date: 12/31/1973
OSFM First Notify Date: 4/25/1986
Red Tag Issue Date: Not reported
Install Date: 12/31/1973
Green Tag Decal: U001501
Green Tag Issue Date: 12/17/2019
Green Tag Expire Date: 6/24/2021
Fee Due: Not reported
Motor Fuel Permit Inspection Date: 10/3/2019
Motor Fuel Permit Expiration Date: 12/31/2021
MOTOR FUEL TYPE: SelfSrv
Pending Nov: N
IEMA: Not reported
Equipment Type: Not reported
Equipment: Not reported

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176588 **DIST/DIR:** 0.242 WNW **ELEVATION:** 717 **MAP ID:** T69

NAME: TRUE NORTH #1990

ADDRESS: 7505 S. KINGERY

WILLOWBROOK, IL 60521

DU PAGE

Last Passing Date: Not reported

Test Expire Date: Not reported

Removed Date: 11/4/2021

Abandoned Date: Not reported

Tank Number: 6

Tank Status: Removed

Tank Capacity: 15000

Tank Substance: Gasoline - Regular

Last Used Date: Not reported

OSFM First Notify Date: 8/30/2012

Red Tag Issue Date: Not reported

Install Date: 8/8/2012

Green Tag Decal: U001501

Green Tag Issue Date: 12/17/2019

Green Tag Expire Date: 6/24/2021

Fee Due: \$0.00

Motor Fuel Permit Inspection Date: 10/3/2019

Motor Fuel Permit Expiration Date: 12/31/2021

MOTOR FUEL TYPE: SelfSrv

Pending Nov: N

IEMA: Not reported

Equipment Type: Corrosion Prot - Piping

Equipment: Flexible Non-Corrosive

Last Passing Date: N/A

Test Expire Date: N/A

Removed Date: 6/23/2021

Abandoned Date: Not reported

Tank Number: 7

Tank Status: Removed

Tank Capacity: 8000

Tank Substance: Gasoline - Premium

Last Used Date: Not reported

OSFM First Notify Date: 8/30/2012

Red Tag Issue Date: Not reported

Install Date: 8/8/2012

Green Tag Decal: U001501

Green Tag Issue Date: 12/17/2019

Green Tag Expire Date: 6/24/2021

Fee Due: \$0.00

Motor Fuel Permit Inspection Date: 10/3/2019

- Continued on next page -

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

UST

EDR ID: U000176588 **DIST/DIR:** 0.242 WNW **ELEVATION:** 717 **MAP ID:** T69

NAME: TRUE NORTH #1990

ADDRESS: 7505 S. KINGERY

WILLOWBROOK, IL 60521

DU PAGE

Motor Fuel Permit Expiration Date: 12/31/2021

MOTOR FUEL TYPE: SelfSrv

Pending Nov: N

IEMA: Not reported

Equipment Type: Corrosion Prot - Piping

Equipment: Flexible Non-Corrosive

Last Passing Date: N/A

Test Expire Date: N/A

Removed Date: 6/22/2021

Abandoned Date: Not reported

Tank Number: 8

Tank Status: Removed

Tank Capacity: 1000

Tank Substance: #2 Fuel Oil

Last Used Date: 12/31/1973

OSFM First Notify Date: 12/22/2021

Red Tag Issue Date: Not reported

Install Date: 12/31/1973

Green Tag Decal: U001501

Green Tag Issue Date: 12/17/2019

Green Tag Expire Date: 6/24/2021

Fee Due: Not reported

Motor Fuel Permit Inspection Date: 10/3/2019

Motor Fuel Permit Expiration Date: 12/31/2021

MOTOR FUEL TYPE: SelfSrv

Pending Nov: N

IEMA: Not reported

Equipment Type: Not reported

Equipment: Not reported

Last Passing Date: Not reported

Test Expire Date: Not reported

Removed Date: 11/4/2021

Abandoned Date: Not reported

Mapped Site Details

Target Property: EXECUTIVE DRIVE & PLAZA COURT
WILLOWBROOK, IL 60527

EDR Hist Auto

EDR ID: 1020528814 **DIST/DIR:** 0.243 NW **ELEVATION:** 720 **MAP ID:**S70

NAME: TOM & JERRY TIRE & SERVICE CTR

ADDRESS: 7505 ST RTE 83

WILLOWBROOK, IL 60527

DUPAGE

EDR Hist Auto:

Year: Name: Type:

2003	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2004	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2005	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2006	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2007	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2008	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2009	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2010	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2011	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2012	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2013	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC
2014	TOM & JERRY TIRE & SERVICE CTR:	Gasoline Service Stations, NEC

Count: 1 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BURR RIDGE	S113279727	TRI STATE FIRE PROTECTION DISTRICT	10 S 110 MADISON STREET	60527	LUST, SPILLS

RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Gov Date	Arvl Date	Active Date	Last EDR Contact
IL	AIRS	Air Inventory Listing	03/30/2022	03/31/2022	06/28/2022	09/21/2022
IL	AST	Above Ground Storage Tanks	05/17/2022	05/19/2022	08/09/2022	08/09/2022
IL	BOL	Bureau of Land Inventory Database	12/02/2021	12/14/2021	03/01/2022	08/15/2022
IL	BROWNFIELDS	Municipal Brownfields Redevelopment Grant Program Project De	02/11/2010	07/31/2014	09/08/2014	07/21/2022
IL	BROWNFIELDS	Redevelopment Assessment Database	04/18/2022	04/19/2022	07/12/2022	07/18/2022
IL	CCDD	Clean Construction or Demolition Debris	09/11/2020	10/28/2020	12/09/2020	07/08/2022
IL	CDL	Meth Drug Lab Site Listing	06/30/2022	06/30/2022	09/14/2022	09/27/2022
IL	COAL ASH	Coal Ash Site Listing	10/01/2011	03/09/2012	04/10/2012	08/22/2022
IL	DRYCLEANERS	Illinois Licensed Drycleaners	05/06/2022	05/13/2022	05/16/2022	08/15/2022
IL	ENG CONTROLS	Sites with Engineering Controls	06/27/2022	06/27/2022	08/11/2022	09/27/2022
IL	Financial Assurance	Financial Assurance Information Listing	03/04/2022	03/10/2022	06/06/2022	08/09/2022
IL	HWAR	Hazard Waste Annual Report	12/31/2019	05/11/2021	08/02/2021	09/27/2022
IL	IEMA SPILLS	Illinois Emergency Management Agency Spills	04/25/2022	04/26/2022	07/18/2022	07/25/2022
IL	IL NIPC	Solid Waste Landfill Inventory	08/01/1988	04/07/2022	07/01/2022	04/07/2022
IL	IMPDMENT	Surface Impoundment Inventory	12/31/1980	03/08/2002	06/03/2002	05/12/2022
IL	Inst Control	Institutional Controls	06/27/2022	06/27/2022	08/11/2022	09/27/2022
IL	LF SPECIAL WASTE	Special Waste Site List	01/01/1990	06/17/2009	07/15/2009	06/10/2009
IL	LF WMRC	Waste Management & Research Center Landfill Database	12/31/2001	10/06/2006	11/06/2006	09/18/2009
IL	LUST	Leaking Underground Storage Tank Sites	04/18/2022	04/19/2022	07/12/2022	07/18/2022
IL	LUST TRUST	Underground Storage Tank Fund Payment Priority List	06/06/2016	07/27/2016	10/18/2016	07/21/2022
IL	NPDES	A Listing of Active Permits	04/16/2014	04/18/2014	05/20/2014	09/21/2022
IL	PFAS	PFAS Sampling Listing	03/23/2022	03/31/2022	06/29/2022	09/07/2022
IL	PIMW	Potentially Infectious Medical Waste	05/13/2022	06/15/2022	08/31/2022	09/09/2022
IL	RG A HWS	Recovered Government Archive State Hazardous Waste Facilitie		07/01/2013	12/30/2013	06/01/2012
IL	RG A LF	Recovered Government Archive Solid Waste Facilities List		07/01/2013	01/10/2014	06/01/2012
IL	RG A LUST	Recovered Government Archive Leaking Underground Storage Tan		07/01/2013	12/30/2013	06/01/2012
IL	SPILLS	State spills	02/24/2022	04/06/2022	04/13/2022	09/27/2022
IL	SPILLS 90	SPILLS90 data from FirstSearch	07/18/2012	01/03/2013	03/15/2013	01/03/2013
IL	SRP	Site Remediation Program Database	06/27/2022	06/27/2022	08/11/2022	09/27/2022
IL	SSU	State Sites Unit Listing	03/23/2022	03/23/2022	06/17/2022	07/13/2022
IL	SWF/LF	Available Disposal for Solid Waste in Illinois - Solid Waste	12/31/2020	10/26/2021	01/14/2022	07/14/2022
IL	TIER 2	Tier 2 Information Listing	12/31/2021	05/09/2022	07/29/2022	08/08/2022
IL	UIC	Underground Injection Wells	08/30/2021	12/15/2021	03/01/2022	08/09/2022
IL	UST	Underground Storage Tank Facility List	04/18/2022	04/19/2022	07/12/2022	07/18/2022
US	2020 COR ACTION	2020 Corrective Action Program List	09/30/2017	05/08/2018	07/20/2018	08/04/2022
US	BRS	Biennial Reporting System	12/31/2019	03/02/2022	03/25/2022	09/19/2022
US	COAL ASH DOE	Steam-Electric Plant Operation Data	12/31/2020	11/30/2021	02/22/2022	08/25/2022
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	01/12/2017	03/05/2019	11/11/2019	08/25/2022
US	CONSENT	Superfund (CERCLA) Consent Decrees	03/31/2022	04/14/2022	07/12/2022	09/27/2022
US	CORRACTS	Corrective Action Report	06/20/2022	06/21/2022	06/28/2022	09/19/2022
US	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	01/12/2009	05/07/2009	09/21/2009	07/12/2022
US	DOD	Department of Defense Sites	06/07/2021	07/13/2021	03/09/2022	07/13/2022
US	DOT OPS	Incident and Accident Data	01/02/2020	01/28/2020	04/17/2020	07/21/2022
US	Delisted NPL	National Priority List Deletions	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	EDR Hist Auto	EDR Exclusive Historical Auto Stations				
US	EDR Hist Cleaner	EDR Exclusive Historical Cleaners				
US	EDR MGP	EDR Proprietary Manufactured Gas Plants				

RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Gov Date	Arvl Date	Active Date	Last EDR Contact
US	EPA WATCH LIST	EPA WATCH LIST	08/30/2013	03/21/2014	06/17/2014	07/29/2022
US	ERNS	Emergency Response Notification System	06/14/2022	06/15/2022	06/21/2022	09/20/2022
US	FEDERAL FACILITY	Federal Facility Site Information listing	05/25/2021	06/24/2021	09/20/2021	09/06/2022
US	FEDLAND	Federal and Indian Lands	04/02/2018	04/11/2018	11/06/2019	07/08/2022
US	FEMA UST	Underground Storage Tank Listing	10/14/2021	11/05/2021	02/01/2022	09/27/2022
US	FINDS	Facility Index System/Facility Registry System	05/13/2022	05/18/2022	05/31/2022	08/25/2022
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	04/09/2009	04/16/2009	05/11/2009	08/18/2017
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	04/09/2009	04/16/2009	05/11/2009	08/18/2017
US	FUDS	Formerly Used Defense Sites	05/11/2022	05/17/2022	07/29/2022	08/11/2022
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	10/19/2006	03/01/2007	04/10/2007	12/17/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	10/19/2006	03/01/2007	04/10/2007	12/17/2008
US	HMIRS	Hazardous Materials Information Reporting System	03/21/2022	03/21/2022	06/14/2022	09/19/2022
US	ICIS	Integrated Compliance Information System	11/18/2016	11/23/2016	02/10/2017	09/27/2022
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	04/28/2021	06/11/2021	09/07/2021	06/13/2022
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	04/20/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	06/02/2022	06/13/2022	08/31/2022	06/13/2022
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	04/11/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	04/28/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	04/14/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	04/20/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	04/08/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	12/31/1998	12/03/2007	01/24/2008	07/21/2022
US	INDIAN RESERV	Indian Reservations	12/31/2014	07/14/2015	01/10/2017	07/08/2022
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	04/07/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	04/20/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	06/02/2022	06/13/2022	08/31/2022	06/13/2022
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	04/11/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	04/28/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	04/14/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	04/20/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	04/08/2022	06/13/2022	08/16/2022	06/13/2022
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	07/27/2015	09/29/2015	02/18/2016	09/13/2022
US	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	03/20/2008	04/22/2008	05/19/2008	07/08/2021
US	LEAD SMELTER 1	Lead Smelter Sites	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	LEAD SMELTER 2	Lead Smelter Sites	04/05/2001	10/27/2010	12/02/2010	12/02/2009
US	LIENS 2	CERCLA Lien Information	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	LUCIS	Land Use Control Information System	05/16/2022	05/19/2022	07/29/2022	08/03/2022
US	MINES MRDS	Mineral Resources Data System	04/06/2018	10/21/2019	10/24/2019	08/17/2022
US	MINES VIOLATIONS	MSHA Violation Assessment Data	03/21/2022	03/22/2022	03/25/2022	08/02/2022
US	MLTS	Material Licensing Tracking System	06/10/2022	06/14/2022	08/22/2022	07/13/2022
US	NPL	National Priority List	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	NPL LIENS	Federal Superfund Liens	10/15/1991	02/02/1994	03/30/1994	08/15/2011
US	ODI	Open Dump Inventory	06/30/1985	08/09/2004	09/17/2004	06/09/2004
US	PADS	PCB Activity Database System	01/20/2022	01/20/2022	03/25/2022	07/08/2022
US	PCB TRANSFORMER	PCB Transformer Registration Database	09/13/2019	11/06/2019	02/10/2020	08/04/2022
US	PCS	Permit Compliance System	07/14/2011	08/05/2011	09/29/2011	09/28/2022
US	PCS ENF	Enforcement data	12/31/2014	02/05/2015	03/06/2015	09/28/2022

RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Gov Date	Arvl. Date	Active Date	Last EDR Contact
US	PCS INACTIVE	Listing of Inactive PCS Permits	11/05/2014	01/06/2015	05/06/2015	09/28/2022
US	PRP	Potentially Responsible Parties	07/26/2022	08/02/2022	08/31/2022	09/01/2022
US	Proposed NPL	Proposed National Priority List Sites	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	RAATS	RCRA Administrative Action Tracking System	04/17/1995	07/03/1995	08/07/1995	06/02/2008
US	RADINFO	Radiation Information Database	07/01/2019	07/01/2019	09/23/2019	09/21/2022
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	06/20/2022	06/21/2022	06/28/2022	09/19/2022
US	RCRA-LQG	RCRA - Large Quantity Generators	06/20/2022	06/21/2022	06/28/2022	09/19/2022
US	RCRA-SQG	RCRA - Small Quantity Generators	06/20/2022	06/21/2022	06/28/2022	09/19/2022
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	06/20/2022	06/21/2022	06/28/2022	09/19/2022
US	RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionall	06/20/2022	06/21/2022	06/28/2022	09/19/2022
US	RMP	Risk Management Plans	04/27/2022	05/04/2022	05/10/2022	07/14/2022
US	ROD	Records Of Decision	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	01/01/2017	02/03/2017	04/07/2017	08/03/2022
US	SEMS	Superfund Enterprise Management System	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	07/26/2022	08/02/2022	08/22/2022	09/01/2022
US	SSTS	Section 7 Tracking Systems	07/18/2022	07/18/2022	07/29/2022	07/18/2022
US	TRIS	Toxic Chemical Release Inventory System	12/31/2018	08/14/2020	11/04/2020	08/11/2022
US	TSCA	Toxic Substances Control Act	12/31/2016	06/17/2020	09/10/2020	09/12/2022
US	UMTRA	Uranium Mill Tailings Sites	08/30/2019	11/15/2019	01/28/2020	08/24/2022
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (	10/12/2016	10/26/2016	02/03/2017	09/26/2017
US	US AIRS MINOR	Air Facility System Data	10/12/2016	10/26/2016	02/03/2017	09/26/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	02/23/2022	03/10/2022	03/10/2022	09/09/2022
US	US CDL	Clandestine Drug Labs	04/30/2022	05/24/2022	07/29/2022	08/18/2022
US	US ENG CONTROLS	Engineering Controls Sites List	05/16/2022	05/24/2022	07/29/2022	08/17/2022
US	US FIN ASSUR	Financial Assurance Information	06/20/2022	06/21/2022	08/31/2022	09/20/2022
US	US HIST CDL	National Clandestine Laboratory Register	04/30/2022	05/24/2022	07/29/2022	08/18/2022
US	US INST CONTROLS	Institutional Controls Sites List	05/16/2022	05/24/2022	07/29/2022	08/17/2022
US	US MINES	Mines Master Index File	08/03/2022	08/17/2022	08/31/2022	08/17/2022
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	05/06/2020	05/27/2020	08/13/2020	08/17/2022
US	US MINES 3	Active Mines & Mineral Plants Database Listing	04/14/2011	06/08/2011	09/13/2011	08/17/2022

STREET AND ADDRESS INFORMATION

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Database Descriptions

NPL: NPL National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices. NPL - National Priority List Proposed NPL - Proposed National Priority List Sites. NPL LIENS - Federal Superfund Liens.

NPL Delisted: Delisted NPL The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Delisted NPL - National Priority List Deletions

CERCLIS: FEDERAL FACILITY A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities. FEDERAL FACILITY - Federal Facility Site Information listing SEMS - Superfund Enterprise Management System.

NFRAP: SEMS-ARCHIVE SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site. SEMS-ARCHIVE - Superfund Enterprise Management System Archive

RCRA COR ACT: CORRACTS CORRACTS identifies hazardous waste handlers with RCRA corrective action activity. CORRACTS - Corrective Action Report

RCRA TSD: RCRA-TSDF RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste. RCRA-TSDF - RCRA - Treatment, Storage and Disposal

RCRA GEN: RCRA-LQG RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month. RCRA-LQG - RCRA - Large Quantity Generators RCRA-SQG - RCRA - Small Quantity Generators. RCRA-VSQG - RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators).

Federal IC / EC: LUCIS LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties. LUCIS - Land Use Control Information System US ENG CONTROLS - Engineering Controls Sites List. US INST CONTROLS - Institutional Controls Sites List.

ERNS: ERNS Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances. ERNS - Emergency Response Notification System

Database Descriptions

State/Tribal CERCLIS: SSU The State Response Action Program database identifies the status of all sites under the responsibility of the Illinois EPA's State Sites Unit. SSU - State Sites Unit Listing

State/Tribal SWL: SWF/LF LF WMRC - Waste Management & Research Center Landfill Database. CCDD - Clean Construction or Demolition Debris. Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites. CCDD - Available Disposal for Solid Waste in Illinois - Solid Waste Landfills Subject to State Surcharge LF SPECIAL WASTE - Special Waste Site List. IL NIPC - Solid Waste Landfill Inventory.

State/Tribal LTANKS: LUST Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state. LUST - Leaking Underground Storage Tank Sites INDIAN LUST R10 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R1 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R7 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R5 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R8 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R6 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R9 - Leaking Underground Storage Tanks on Indian Land. INDIAN LUST R4 - Leaking Underground Storage Tanks on Indian Land. LUST TRUST - Underground Storage Tank Fund Payment Priority List.

State/Tribal Tanks: FEMA UST A listing of all FEMA owned underground storage tanks. FEMA UST - Underground Storage Tank Listing UST - Underground Storage Tank Facility List. AST - Above Ground Storage Tanks. INDIAN UST R4 - Underground Storage Tanks on Indian Land. INDIAN UST R7 - Underground Storage Tanks on Indian Land. INDIAN UST R10 - Underground Storage Tanks on Indian Land. INDIAN UST R1 - Underground Storage Tanks on Indian Land. INDIAN UST R8 - Underground Storage Tanks on Indian Land. INDIAN UST R9 - Underground Storage Tanks on Indian Land. INDIAN UST R5 - Underground Storage Tanks on Indian Land. INDIAN UST R6 - Underground Storage Tanks on Indian Land.

State/Tribal IC / EC: ENG CONTROLS Sites using of engineered barriers (e.g., asphalt or concrete paving). ENG CONTROLS - Sites with Engineering Controls Inst Control - Institutional Controls.

State/Tribal VCP: SRP INDIAN VCP R1 - Voluntary Cleanup Priority Listing. INDIAN VCP R7 - Voluntary Cleanup Priority Listing. A listing of voluntary cleanup priority sites located on Indian Land located in Region 1. INDIAN VCP R7 - Voluntary Cleanup Priority Listing

ST/Tribal Brownfields: BROWNFIELDS The Illinois Municipal Brownfields Redevelopment Grant Program (MBRGP) offers grants worth a maximum of \$240,000 each to municipalities to assist in site investigation activities, development of cleanup objectives, and performance of cleanup activities. Brownfields are abandoned or underused industrial and/or commercial properties that are contaminated (or thought to be contaminated) and have an active potential for redevelopment. BROWNFIELDS - Municipal Brownfields Redevelopment Grant Program Project Descriptions BROWNFIELDS - Redevelopment Assessment Database.

US Brownfields: US BROWNFIELDS Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs. US BROWNFIELDS - A Listing of Brownfields Sites

Other SWF: INDIAN ODI Location of open dumps on Indian land. INDIAN ODI - Report on the Status of Open Dumps on Indian Lands DEBRIS REGION 9 - Torres Martinez Reservation Illegal Dump Site Locations. ODI - Open Dump Inventory.

Database Descriptions

Other Haz Sites: US HIST CDL A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register. US HIST CDL - National Clandestine Laboratory Register CDL - Meth Drug Lab Site Listing. US CDL - Clandestine Drug Labs. PFAS - PFAS Sampling Listing.

Local Land Records: LIENS 2 A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties. LIENS 2 - CERCLA Lien Information

Spills: HMIRS Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT. HMIRS - Hazardous Materials Information Reporting System IEMA SPILLS - Illinois Emergency Management Agency Spills. SPILLS - State spills. CHICAGO COMPLAINTS - CDPH Environmental Complaints Listing. SPILLS 90 - SPILLS90 data from FirstSearch.

Other: RCRA NonGen / NLR RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste. RCRA NonGen / NLR - RCRA - Non Generators / No Longer Regulated FUDS - Formerly Used Defense Sites. DOD - Department of Defense Sites. FEDLAND - Federal and Indian Lands. SCRD DRYCLEANERS - State Coalition for Remediation of Drycleaners Listing. US FIN ASSUR - Financial Assurance Information. EPA WATCH LIST - EPA WATCH LIST. 2020 COR ACTION - 2020 Corrective Action Program List. TSCA - Toxic Substances Control Act. TRIS - Toxic Chemical Release Inventory System. SSTS - Section 7 Tracking Systems. ROD - Records Of Decision. RMP - Risk Management Plans. RAATS - RCRA Administrative Action Tracking System. PRP - Potentially Responsible Parties. PADS - PCB Activity Database System. ICIS - Integrated Compliance Information System. FTTS - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). FTTS INSP - FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act). MLTS - Material Licensing Tracking System. COAL ASH DOE - Steam-Electric Plant Operation Data. COAL ASH EPA - Coal Combustion Residues Surface Impoundments List. PCB TRANSFORMER - PCB Transformer Registration Database. RADINFO - Radiation Information Database. HIST FTTS - FIFRA/TSCA Tracking System Administrative Case Listing. HIST FTTS INSP - FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing. DOT OPS - Incident and Accident Data. CONSENT - Superfund (CERCLA) Consent Decrees. BRS - Biennial Reporting System. INDIAN RESERV - Indian Reservations. UMTRA - Uranium Mill Tailings Sites. LEAD SMELTER 1 - Lead Smelter Sites. LEAD SMELTER 2 - Lead Smelter Sites. US AIRS (AFS) - Aerometric Information Retrieval System Facility Subsystem (AFS). US AIRS MINOR - Air Facility System Data. MINES VIOLATIONS - MSHA Violation Assessment Data. US MINES - Mines Master Index File. US MINES 2 - Ferrous and Nonferrous Metal Mines Database Listing. US MINES 3 - Active Mines & Mineral Plants Database Listing. FINDS - Facility Index System/Facility Registry System. AIRS - Air Inventory Listing. BOL - Bureau of Land Inventory Database. COAL ASH - Coal Ash Site Listing. DRYCLEANERS - Illinois Licensed Drycleaners. Financial Assurance - Financial Assurance Information Listing. HWAR - Hazard Waste Annual Report. IMPDMNT - Surface Impoundment Inventory. NPDES - A Listing of Active Permits. PIMW - Potentially Infectious Medical Waste. TIER 2 - Tier 2 Information Listing. UIC - Underground Injection Wells. CHICAGO INSPECT - CDPH Environmental Inspections Listing. MINES MRDS - Mineral Resources Data System. PCS ENF - Enforcement data. PCS INACTIVE - Listing of Inactive PCS Permits. PCS - Permit Compliance System.

EDR Exclusive: EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches. EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches. PCS - EDR Exclusive Historical Auto Stations EDR MGP - EDR Proprietary Manufactured Gas Plants. EDR Hist Auto - EDR Exclusive Historical Auto Stations. EDR Hist Cleaner - EDR Exclusive Historical Cleaners.

Database Descriptions

Exclusive Recovered Govt. Archives: RGA HWS The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Natural Resources in Illinois. RGA HWS - Recovered Government Archive State Hazardous Waste Facilities List RGA LF - Recovered Government Archive Solid Waste Facilities List. RGA LUST - Recovered Government Archive Leaking Underground Storage Tank.

USGS 7.5 Minute Topographic Map

EXECUTIVE DRIVE & PLAZA COURT WILLOWBROOK, IL 60527



Map Image Position: TP
Map Reference Code & Name: 10735938 Hinsdale
Map State(s): IL
Version Date: 2018
Map Image Position: S
Map Reference Code & Name: 10735960 Sag Bridge
Map State(s): IL
Version Date: 2018

EDR First Report



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.m.

DATE: December 18, 2023

SUBJECT:

AN ORDINANCE AMENDING CHAPTER 6 ENTITLED "PUBLIC WAYS AND PROPERTY" OF TITLE 4 ENTITLED "MUNICIPAL SERVICES", OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, BY ADDING THERETO SECTION 4-6-4 ENTITLED "REGULATIONS REGARDING PLANTING OF TREES ON PUBLIC WAYS"

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Alex Arteaga, Assistant to the Village Administrator
Sean Halloran, Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is recommending passage of the ordinance establishing a new comprehensive ordinance that addresses sustainability and the maintenance of the Village's forestry.

BACKGROUND/SUMMARY

In this year's set of strategic initiatives, staff have focused on applying for and receiving the Tree City USA award for the first time in the Village's history. The Tree City USA program is sponsored by the Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters. The program provides direction, technical assistance, public attention, and national recognition for community forestry or tree programs in more than 3,400 towns and cities. Some of the benefits of being a Tree City USA community are providing a framework for better care of public trees, community education for citizens about trees, citizen pride for trees, and preference for possible allocations of grant funding for tree programs.

Most of the neighboring towns including Burr Ridge, Clarendon Hills, Hinsdale, Elmhurst, and Lisle have been established as Tree City USA award winners for quite some time.

The attached ordinance is to provide clarity and direction for residents and the public on the Village's stance with regard to tree maintenance. For example, the new ordinance codifies:

- Provide clear direction to the public via Section 2 – Definitions on what is permitted in the Village.
- Establishment of enforcement of the code via the Director of Public Works.
- Establishment of permit requirements for planting, trimming or removal of trees in the public right of way.
- Establishment of an approved/prohibited species list.
- Establishment of standards for tree planting, tree trimming, and tree removal.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDED ACTION:

Staff recommends passage of the attached ordinance.

ORDINANCE NO. 23-O-_____

AN ORDINANCE AMENDING CHAPTER 6 ENTITLED “PUBLIC WAYS AND PROPERTY” OF TITLE 4 ENTITLED “MUNICIPAL SERVICES”, OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, BY ADDING THERETO SECTION 4-6-4 ENTITLED “REGULATIONS REGARDING PLANTING OF TREES ON PUBLIC WAYS”

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Chapter 6 of Title 4 of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by adding thereto Section 4-6-4, to read as follows:

SECTION 1:

“4-6-4 – Regulations Regarding Planting of Trees on Public Ways.

(A) Purpose:

This section shall govern the planting, removal, and maintenance of trees, shrubs, and other plantings ("trees") in, on, or over any street, right-of-way, or other public property ("public way") under the jurisdiction of the Village. The specific goals of this section are to:

- (1) Protect, preserve, and enhance the quality of life and general welfare of the Village, its residents, and its property owners; and conserve and enhance the Village's natural, physical, and aesthetic environment.
- (2) Preserve, protect, and enhance the urban forest to ensure that trees are properly planted and maintained within the Village so that trees can protect, enhance, and preserve the quality of life for people within the Village.
- (3) Recognize that trees are an integral part of the infrastructure of the Village and as such should be preserved, protected, and cared for as other critical Village infrastructure.
 - a. Trees absorb pollution from the air.
 - b. Trees absorb and sequester carbon dioxide.
 - c. Trees absorb and filter pollution from stormwater run-off.
 - d. Trees produce oxygen.
 - e. Trees reduce flooding.
 - f. Trees stabilize soils and reduce erosion.
 - g. Trees reduce energy consumption by shielding structures from harsh winds and sun.
 - h. Trees provide a buffer and screen against noise, light, and pollution.
 - i. Trees improve property values.
 - j. Trees improve commercial district buyer traffic and purchasing.
 - k. Areas with trees have higher levels of community interaction.
 - l. Trees provide important habitat for birds and other wildlife; and
 - m. Trees protect and enhance our quality of life.

- (4) Trees provide the Village collective benefits that extend beyond property boundaries throughout the entire Village.
- (5) Recognize that some trees may have a condition that constitutes a threat, danger, or nuisance to the public or property within the Village or may be dangerous to the health of other trees and vegetation in the Village.
- (6) Disclaimer of liability. Nothing contained in this Code shall be deemed to impose any liability upon the village, its officers, agents or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub or plant upon any area abutting his/her or its property or under his/her or its control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any street, alley or public place within the village.

(B) Definitions:

The following definitions shall apply unless the context clearly indicates or requires a different meaning.

Acceptable tree species—A species of tree suitable for planting along streets and not specified as unacceptable/not approved.

Arboricultural standards manual—ANSI Z-133.1 Standards: American National Standards Institute safety standards for tree care operations and ANSI A300: American National Standards Institute standard practices for tree care operations.

Arborist—One who is versed in the art and science of arboriculture, including tree surgery, the prevention and cure of tree diseases and the control of insect pests.

Canopy—The upper portion of a tree sometimes called the crown. This section of the tree usually contains branches and leaves.

Certified arborist—A professional who is certified through the International Society of Arboriculture as possessing the technical competence through experience and related training to provide for or supervise the maintenance of trees and other woody plants in the residential, commercial, and public landscape.

Code—The Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, or any of its adopted codes.

Contractor—A person, company or organization employed to supply the necessary skills and services in trimming, removing, cabling and maintenance of trees and shrubs.

County—DuPage County, Illinois.

Emerald ash borer (EAB)—A destructive, non-native insect pest that attacks ash trees.

Hazardous tree—Any tree deemed a public hazard by the village's public works employee or certified arborist. The hazardous tree may present possible or potential physical damage to person or property or biological danger to adjacent trees through transmittable disease or insect infestation.

Infrastructure—The basic underlying framework or features that provide collective services, including but not limited to roads, water and sanitary lines, storm sewers, bioswales and trees.

Large stature tree—Those trees which attain a mature height of greater than 25 feet and mature width of greater than 30 feet.

Low-growing tree—Those trees that attain a mature height of 25 feet or less. See Small stature tree.

Maintenance—The pruning, mulching, watering, cabling/bracing, fertilization, and pest management practices necessary for plant/tree/shrub growth.

Overhead utility—Any streetlight, telephone, communications, cable TV, primary or secondary electrical distribution line that is above ground.

Person—Any person, firm, partnership, association, corporation, company, or organization of any kind except for a public utility.

Private tree—Any tree located on private property.

Prohibited tree species—Those tree species that, because of their undesirable traits, are prohibited from being planted on the village right-of-way.

Property line—The outer edge of a street or highway right-of-way.

Property owner—The person, persons, or entity or entities owning a parcel of real property in the Village, as shown by the records of the DuPage County Recorder of Deeds.

Pruning—The removal of specific branches (living or dead) from a tree to improve its structure, its health and/or to maintain safety while allowing for natural growth of the tree.

Public hazard—A tree that is unsafe due to a structural defect and poses an unacceptable level of risk to persons and property.

Public nuisance—Any tree or shrub which, by reason of its condition, interferes with the use of any public place; is infected with an injurious plant disease; is infested with an injurious insect or other pest; is detrimental to the construction of public improvements; or endangers the life, health, safety, or welfare of the public or its property.

Public place—That part of every street or alley between the lot line and curb and from property line to property line, and any other land owned or controlled by the village.

Public tree—Any tree located on property belonging to or under the jurisdiction of the village.

Public utility—Any utility company authorized by Illinois State Statute or village franchise agreement to operate within the village.

Right-of-way—A strip of land over which the village has the right by ownership or dedication to construct a public street, sidewalk, or use for public utilities.

Risk—The likelihood of a conflict or tree failure occurring and affecting a Target and the severity of the associated consequences - personal injury, property damage, or disruption of activities or event and severity of the potential consequences. Determination of Risk is made through a Tree Risk Assessment and Tree Risk Evaluation.

Shrub—A woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground.

Spacing requirements—All trees planted along the streets shall conform to the spacing requirements stated in within this Code.

Target—People, property or activities that could be injured, damaged, or disrupted by a tree.

Topping—The severe cutting back of branches of a tree to a stub, bud, or a lateral branch not large enough to assume the terminal role to such a degree to remove the normal canopy and disfigure the tree.

Tree- Any self-supporting woody plant, together with its root system, trunk, and canopy; growing upon the earth usually with a single or multi-stemmed trunk system.

Tree Risk Assessment—A systematic process to identify, analyze and evaluate tree risk.

Trimming—See pruning.

Village—The geographical area lying within the municipal boundaries of the Village of Willowbrook, DuPage County, Illinois.

(C) Enforcement.

The Director of Public Works or his/her authorized representative is hereby empowered to superintend and regulate the planting, preservation, protection, removal, and maintenance of trees on or over any street, right-of-way or other public property ("public way") under the jurisdiction of the Village. The Village shall have the right to plant, prune, maintain, and remove any and all plantings in public ways when the Village, in its sole discretion, deems it necessary.

(D) Permit Requirements.

1. *Permit required.* Excluding Village work, it shall be unlawful to plant, place, trim, remove, treat, damage, cut, tap, carve, transplant, or attach a rope, wire, nail, sign, poster, or any other object to any tree, shrub or other planting in any public way without having first obtained a permit therefor.
2. *Application for permit.* Applications for a permit shall be made in writing to the director of public works and shall contain such information as the director of public works may, from time to time, require. Application forms shall be available from the director of public works. In the absence of the needed *permission*, the director of public works or an authorized representative may require the removal of any non-permitted tree, either by the property owner or the Village.
3. *Issuance of permit.* The director of public works or his/her representative shall issue a permit after a complete application is filed, *provided* the work to be performed is in compliance with all provisions of this Code. Permits may contain such conditions as the director of public works deems necessary for the proper administration of this chapter and to ensure compliance with this Code.

(E) Planting Standards.

1. Trees shall be planted using best management practices, and shall have a minimum diameter of two inches measured at a distance of six inches above the ground and shall have a continuous

single trunk. All trees shall be free from deformity and an indication of undesirable growth characteristics.

2. Trees, when planted, shall be free of infectious disease or insect infestation.
3. The Village may consult with a Certified Arborist for the placement and location of trees in the public right-of-way less than eight feet in width as measured between the sidewalk and curb or edge of the pavement, or 14 feet between the property line and curb or edge of the pavement, shall be subject to the approval of the director of public works or his designee.
4. Trees within the public right-of-way or within private property for corner lots shall not be planted closer than 30 feet from the property corner adjacent to the street intersection.
5. Spacing of trees shall be as follows unless otherwise approved by the director of public works or his designee. Trees shall be planted:
 - (a) At 30-foot intervals from existing trees;
 - (b) A minimum distance of five feet from driveway aprons measured at the curb or edge of pavement, sidewalks, utility mains and their appurtenances, and utility service lines;
 - (c) A minimum distance of ten feet from alleyways, streetlight poles and utility poles; and
 - (d) A minimum distance of 15 feet from any crosswalks or traffic control device.
6. No tree shall be planted where the soil is too poor to ensure the proper growth of such tree.
7. Only low-growing trees that do not exceed 25 feet at maturity shall be planted within the public way under overhead utility lines, including service lines.
8. Approved species. Tree species planted in the public way must conform to the public way tree planting list as approved by the director of public works or his designee which are included in planting standards on file with the Village.

(F) Prohibited Species.

It shall be unlawful to plant any of the following trees within the public way:

Common Name	Botanical Name
Fir	Abies (all species)
Box Elder	Acer Negundo
Tree of Heaven	Ailanthus gladiolas
Hawthorn	Crataegus (var. w/ thorns)
Russian/autumn	Olive Elaegnus (all species)
Ginkgo (female var.)	Ginkgo (female var.)
Walnut	Juglans (all species)
Juniper	Juniperus (all species)
Ash	Fraxinus (all species)
Osage orange	Maclura pomifera
Mulberry	Morus (all species)
Spruce	Picea (all species)
Pine	Pinus (all species)
Poplar	Populus (all species)

Black cherry	Prunus serotina
Douglas fir	Pseudotsuga menziesii
Bradford pear	Pyrus calleryana Bradford
Buckthorn	Rhamnus (all species)
Sumac	Rhus (all species)
Black locust	Roninia Pseudoacacia
Willow	Salix (all species)
Yew	Taxus (all species)
Arborvitae	Thuja (all species)
Hemlock	Tsuga (all species)
Siberian elm	Ulmus pumila
Fruit bearing trees	

(G)Approved Species List.

Autumn blaze maple
Sugar maple
Amur maple
Freeman maple
Swamp white oak
Burr oak
Triumph elm
Accolade elm
Kentucky coffee
American sentry linden

(H)Tree Trimming.

All trees within the public way will be trimmed in accordance with the Arboriculture Standards Manual using best management practices. The trimming of street trees shall be accomplished only by Village employees, those licensed tree care companies contracted by the Village to perform such work, or a public utility.

1. Systematic trimming and pruning shall be carried out to accomplish the following:
 - (a) Removal of dead branches, seriously damaged branches, and unbalanced branches and limbs.
 - (b) Remove all lower limbs to a minimum height of 14 feet on all sides of the tree and uniformly balance the tree structure.
 - (c) Shaping of young trees so that they will develop a single tall, straight trunk, a strong central framework or branch structure, and a symmetrically balanced crown.
 - (d) Reasonable removal of limbs that seriously interfere with or hinder the proper development of adjacent public way and/or private trees.

- (e) All final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch or collar or leaving a protruding stub, so that closure can readily begin under normal conditions.
 - (f) All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem.
 - (g) No tree topping shall be allowed.
2. All contractors, utilities or contractors working for utilities shall not use climbing irons in trees on Village public ways for any purpose other than removal of a tree or in an emergency.

(I) Tree Removal.

1. No person shall, without written permission from the director of public works, remove, destroy, break, cut, deface, trim, injure or interfere with any tree, shrub or woody plant growing in any public way.
2. Trees shall be removed from the public way when determined necessary by the director of public works or his designee for reasons of tree health and public safety. Prior to such removal, notice will be given to the resident of the abutting private property stating the reason for the removal. In the event of an emergency, the Village has the authority to remove any tree in the public way without said notice when considered necessary for public safety.
3. Upon the removal of any tree located in a public way, the stumps will be ground to a depth of 12 inches below the existing grade. Stump grindings will be removed, replaced with topsoil, and restored with topsoil and grass seed.
4. Nothing in this section shall serve to prevent other governmental agencies or private utility companies from performing their functions in compliance with local laws, ordinances, franchise agreements, or other agreements approved by the Village.

(J) Overhanging branches—Duty of owner to remove.

1. *Definitions.* The following words, terms, and phrases, when used in this subsection (J), shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Owner shall mean a person or entity who has a vested interest in the property whether by deed, as beneficiary, or owner in equity.

Public way for purposes of this section only, public way shall mean that are that runs between property lines, is dedicated for public conveyance.

Right-of-way for purposes of this section only, right-of-way shall mean that area that runs between property lines, dedicated for streets.

2. ***Removal of overhanging hazard.*** Any tree or tree limb, shrub or other planting which overhangs any public way or right-of-way in such a way as to impede or interfere with traffic or travel, including safe line of sight, or interferes with any public or Village utility or is dead, decaying or broken and likely to fall on or across any public way or right-of-way, may be determined to be a

public hazard by the police chief, director of public works or their designees. Upon such determination, the director of public works or his designee shall serve or cause to be served upon the owner of the premises, a written notice to remove the overhanging branches within twenty-one (21) days. If the police chief, director of public works or their designee(s) determine that the overhanging branches creating the public hazard imminently endangers the safety of the public, the written notice served upon the owner of the premises shall require removal of the overhanging branches within seven (7) days. If upon diligent search, the identity, or whereabouts of the property owner of any real estate containing hazardous overhanging branches cannot be ascertained, the notice provided for in this section shall be posted near the main entrance of the structure on the property or in a conspicuous place on the property. It shall be unlawful for anyone to deface, tamper with or remove the notice from the property where it is posted unless authorized by the Village.

(K) Protection from poles and wires.

Any person, company or contractor given the right to maintain poles and wires in the streets, alleys or other public places in the Village shall, in the absence of provisions in the franchise concerning the subject, keep such wires and poles free from and away from any trees or shrubs in any public place, so far as may be possible, and shall keep all such trees and shrubs properly trimmed, subject to the supervision of the Village, so that no injury shall be done either to the poles or wires or the shrubs and trees by their contact.

(L) Protection from gas leaks.

Any person or company maintaining any gas pipe in the Village shall, in the absence of provisions in the franchise agreement concerning the subject, keep such pipes free from leaks so that no injury shall be done to any trees or shrubs.

(M) Removal of unauthorized plantings.

The Village may remove any unauthorized plantings within any public way without compensation to the owner.

(N) Dutch Elm Disease/Emerald Ash Borer Control.

1. Infected trees were declared a nuisance.

- (a) All species and varieties of elm trees (trees of genus *ulums*) infected with the fungus known as Dutch elm disease (*Ceratostomella ulmi*) or any ash tree infested with Emerald Ash Borer (*Agrilus planipennis Fairmaire*) as determined by the Village or its arborist, are hereby declared to be a public nuisance. All such trees shall be removed within 30 days following notification of such infection or infestation. It is unlawful for any person, as the owner of the property in question whereon such a tree is situated, to possess or keep such a tree after the expiration of the 30-day period following notification of the infection or infestation on their property.
- (b) All species and varieties of ash or elm trees that are dead or substantially dead, or parts thereof, which, because of their condition or location, may serve as a breeding place for

the European elm bark beetle (*Scolytus multistriatus*), the native elm bark beetle (*Hylurgopinus rufipes*), and the Emerald Ash Borer (*Agrilus planipennis Fairmaire*), are hereby declared to be public nuisances.

(O) Owner's duty to remove diseased trees.

It shall be unlawful for any owner of any lot or parcel of land in the Village to permit or maintain on any such lot or parcel of land any ash, elm or parts of which, as provided in this section, is a public nuisance, and it shall be the duty of any such owner to promptly remove and properly dispose of any such trees, and parts thereof, under the supervision and direction of the Village Administrator or his duly authorized representative.

(P) Right of entry; inspection by Village.

In order to carry out the purposes of this section and to implement the enforcement thereof, the Village Administrator, or his/her designee, is hereby authorized and empowered to enter upon any lot or parcel of land in the Village at all reasonable hours for the purpose of inspecting any ash and elm trees or parts thereof, situated thereon, upon obtaining the consent of any person in lawful possession of the subject property or upon obtaining a court order authorizing entrance onto the subject property.

(Q) Removal of violating specimens by Village.

The Village may remove such specimens from any tree as required for the purposes of laboratory analysis or to determine whether such tree, because it is dead or substantially dead, may serve as a breeding place for Emerald Ash Borer, European elm bark beetle and the native elm bark beetle.

(R) Interference with Village personnel.

It shall be unlawful for any person to take any action to prevent the Village or its duly authorized representative, from entering on any lot or parcel of land in the Village for the purpose of inspection, or to interfere with the Village, or such representative, in the performance of any of its duties provided for under the provisions of this section.

(S) Notice to remove.

If upon laboratory analysis of specimens removed from any ash or elm trees by the Village, it is determined that such tree is a public nuisance as provided in this section, or if the Village determines that any dead, or substantially dead ash or elm trees, or parts thereof, is a public nuisance as provided by this section, the Village shall cause notice to be personally served or sent by certified mail to the person to whom was sent the tax bill for the general taxes for the last preceding year on the lot or parcel of land on which such ash tree, elm tree, or parts thereof, is located. Such notice shall identify the property, by common description, the tree or trees affected, and shall contain a request that such tree or trees be removed. In addition, such notice shall contain a copy of this section and any amendments thereto.

(T) Contesting analysis—Request for additional analysis.

The person upon whom notice is served under this section 4-6-4 have ten days within which to contest, in writing, the analysis provided for in this section and request that an additional sample be taken and an analysis be made by an independent laboratory engaged in the determination of the presence of Dutch elm disease or Emerald Ash Borer.

(U) Procedure.

The contest and request for an additional analysis under this section 4-6-4 shall be made by filing a statement in writing with the office of the Village Administrator, setting forth the name and address of the independent laboratory chosen by the contesting party to conduct such test. The contesting party shall select a laboratory from a list of qualified laboratories on file in the office of the Village Administrator.

(V) Results of additional analysis.

If, as a result of the independent laboratory analysis provided for in this section, it is determined that the tree in question is a public nuisance as defined in this section, the Village Administrator or his/her designee shall so advise the contesting party, in writing, and require that such party comply with the provisions of this section.

(W) Removal of diseased or infected trees from Village property.

Any ash tree, elm tree or parts thereof, on property owned by the Village, which is declared a public nuisance as provided by this section, shall promptly be removed and properly disposed of under the supervision of the Village Administrator, or his/her duly authorized representative, at the expense of the Village.

(X) Appeals.

Appeals of decisions by the Village Administrator or his/her authorized representative, or to penalties imposed after violations of this section, shall be heard by the Village Board.

(Y) Penalties.

Any person violating the provisions of this section shall, upon a determination of liable, be fined in an amount not to exceed Seven Hundred Fifty Dollars (\$750.00).

SECTION 2: Should any word, sentence, clause, paragraph, or provision of this Ordinance be held to be invalid or unconstitutional the remaining provisions of this Ordinance shall remain in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

This Ordinance shall be in full force and effect upon ten (10) days and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.n.

DATE: December 18, 2023

SUBJECT:

ORDINANCES ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE FOLLOWING GENERAL OBLIGATION BONDS OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

- i. AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
- ii. AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE \$8,920,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022A OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
- iii. AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023 TO PAY THE PRINCIPAL AND INTEREST ON THE \$1,020,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022B OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Lora Flori, Chief Financial Officer
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

GO BOND 2015: Ordinance No. 15-O-6 (Bond Ordinance), which was passed on March 23, 2015, supported the issuance of \$4,940,000 General Obligation Bonds (Alternate Revenue Source), Series 2015 (Bonds) and the levy of a direct annual tax sufficient to pay the principal and interest on the Bonds. The property taxes for the debt service payments on the Bonds were levied at \$345,850 for calendar year 2023.

GO BOND 2022A: Ordinance No. 22-O-17 (Bond Ordinance), which was passed on April 11, 2022, supported the issuance of \$8,920,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A (Bonds) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds. The property taxes for the debt service payments on the Bonds were levied at \$541,096 for calendar year 2023.

GO BOND 2022B: Ordinance No. 22-O-17 (Bond Ordinance), which was passed on April 11, 2022, supported the issuance of \$1,020,000 General Obligation Bonds (Alternate Revenue Source), Series 2022B (Bonds) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds. The property taxes for the debt service payments on the Bonds were levied at \$169,455 for calendar year 2023.

As the Village has revenues available to pay the principal and interest on the Bonds up to and including December 31, 2024, it is in the best interest of the Village that the taxes levied for calendar year 2023 used to pay the debt service on the Bonds be abated.



BACKGROUND/SUMMARY

GO BOND 2015: The Village issued \$4,930,000 of General Obligation Bonds (Alternate Revenue Source), to fund certain projects, including the renovation, rehabilitation, and expansion of the Village's police station, and to partially advance refund the Village's outstanding 2008 General Obligation Alternate Revenue Source Bonds. *The Village Board expects to pass an annual ordinance until the bonds mature in FY 2034-2035*

GO BOND 2022A: The passing of the Bond Ordinance allowed the Village to issue \$8,920,000 of General Obligation Bonds (Alternate Revenue Source) to fund significant major infrastructure improvements throughout the Village. *The Village Board expects to pass an annual ordinance until the bonds mature in FY 2041-2042.*

GO BOND 2022B: The passing of the Bond Ordinance allowed the Village to issue \$1,020,000 of General Obligation Bonds (Alternate Revenue Source) to fund significant major infrastructure improvements throughout the Village. *This will be the final abatement for the Bonds as the Bonds mature in FY 2024-2025*

The DuPage County Clerk's Office prepares an annual property tax levy extension to be used for the debt service payments on the General Obligation Bonds (Alternate Revenue Source) unless an annual tax abatement is filed.

FINANCIAL IMPACT

Village revenues and income tax receipts are used for the debt service payments on the Bonds. The annual debt service payments for the General Obligation Bonds (Alternate Revenue Source), as outlined below for fiscal year 2024-2025, are:

Series 2015	\$345,850	Series 2022A	\$541,096	Series 2022B	\$169,455

RECOMMENDED ACTION:

Pass the Ordinances abating the taxes levied for calendar year 2023 used to pay the principal and interest on the General Obligation Bonds (Alternate Revenue Source) Series 2015, Series 2022A, and Series 2022B.

ORDINANCE NO. 23-O-_____

**AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023
TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the “Village”), by Ordinance Number 15-O-6, passed on March 23, 2015 (the “Bond Ordinance”), did provide for the issue of \$4,930,000 General Obligation Bonds (Alternate Revenue Source), Series 2015 (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds, and, in particular, taxes were levied in the amount of \$345,850.00 for the year 2023 for the Bonds; and

WHEREAS, the Village has the Pledged Revenues (as defined in the Bond Ordinance) in the appropriate account or fund pursuant to the Bond Ordinance for the purpose of paying the principal and interest on the Bonds up to and including December 31, 2024; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2023 to pay such debt service on the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: The real property tax heretofore levied for the year 2023 in the Bond Ordinance, to be collected in the year 2024 in the amount of \$345,850.00, is hereby abated in its entirety.

SECTION TWO: That the Village Clerk shall and is hereby authorized and directed to file with the County Clerk of DuPage a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

SECTION THREE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

CERTIFICATION

I, Deborah A. Hahn, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and, as such Clerk, I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 23-O-____ entitled “An Ordinance Abating Taxes Heretofore Levied For The Year 2023 To Pay The Principal and Interest On The \$4,930,000 General Obligation Bonds (Alternative Revenue Source), Series 2015 Of The Village of Willowbrook, DuPage County, Illinois” as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 18th day of December, 2023, as appears from the official records of the Village of Willowbrook in my care and custody.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of December, 2023.

Deborah A. Hahn, Village Clerk

(SEAL)

ORDINANCE NO. 23-O-_____

**AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023
TO PAY THE PRINCIPAL AND INTEREST ON THE \$8,920,000 GENERAL
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022A OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the “Village”), by Ordinance Number 22-O-17, passed on April 11, 2022 (the “Bond Ordinance”), did provide for the issue of \$8,920,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds, and, in particular, taxes were levied in the amount of \$541,096.00 for the year 2023 for the Bonds; and

WHEREAS, the Village has the Pledged Revenues (as defined in the Bond Ordinance) in the appropriate account or fund pursuant to the Bond Ordinance for the purpose of paying the principal and interest on the Bonds up to and including December 31, 2024; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2023 to pay such debt service on the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: The real property tax heretofore levied for the year 2023 in the Bond Ordinance, to be collected in the year 2024 in the amount of \$541,096.00, is hereby abated in its entirety.

SECTION TWO: That the Village Clerk shall and is hereby authorized and directed to file with the County Clerk of DuPage a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

SECTION THREE: That all ordinances and resolutions, or parts thereof, in conflict with the

provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

CERTIFICATION

I, Deborah A. Hahn, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and, as such Clerk, I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 23-O-___ entitled “An Ordinance Abating Taxes Heretofore Levied For The Year 2023 To Pay The Principal and Interest On The \$8,920,000 General Obligation Bonds (Alternative Revenue Source), Series 2022A Of The Village of Willowbrook, DuPage County, Illinois” as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 18th day of December, 2023, as appears from the official records of the Village of Willowbrook in my care and custody.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of December, 2023.

Deborah A. Hahn, Village Clerk

(SEAL)

ORDINANCE NO. 23-O-_____

**AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2023
TO PAY THE PRINCIPAL AND INTEREST ON THE \$1,020,000 GENERAL
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022B OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, (the “Village”), by Ordinance Number 22-O-17, passed on April 11, 2022 (the “Bond Ordinance”), did provide for the issue of \$1,020,000 General Obligation Bonds (Alternate Revenue Source), Series 2022B (the “Bonds”), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds, and, in particular, taxes were levied in the amount of \$169,455.00 for the year 2023 for the Bonds; and

WHEREAS, the Village has the Pledged Revenues (as defined in the Bond Ordinance) in the appropriate account or fund pursuant to the Bond Ordinance for the purpose of paying the principal and interest on the Bonds up to and including December 31, 2024; and

WHEREAS, it is necessary and in the best interest of the Village that the tax heretofore levied for the year 2023 to pay such debt service on the Bonds be abated.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: The real property tax heretofore levied for the year 2023 in the Bond Ordinance, to be collected in the year 2024 in the amount of \$169,455.00, is hereby abated in its entirety.

SECTION TWO: That the Village Clerk shall and is hereby authorized and directed to file with the County Clerk of DuPage a certified copy of this Ordinance, and it shall be the duty of said County Clerk to abate said tax levied for the year 2023 in accordance with the provisions hereof.

SECTION THREE: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

CERTIFICATION

I, Deborah A. Hahn, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Willowbrook, DuPage County, Illinois, and, as such Clerk, I am the keeper of the records and files of the Village of Willowbrook. I do further hereby certify that the attached and foregoing is a true and complete copy of Ordinance No. 23-O-___ entitled “An Ordinance Abating Taxes Heretofore Levied For The Year 2023 To Pay The Principal and Interest On The \$1,020,000 General Obligation Bonds (Alternative Revenue Source), Series 2022B Of The Village of Willowbrook, DuPage County, Illinois” as adopted by the Mayor and Board of Trustees of the Village of Willowbrook at its properly convened meeting held on the 18th day of December, 2023, as appears from the official records of the Village of Willowbrook in my care and custody.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this _____ day of December, 2023.

Deborah A. Hahn, Village Clerk

(SEAL)



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: December 18, 2023

SUBJECT:

AN ORDINANCE GRANTING A CERTAIN VARIATION FROM TITLE 9 OF THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC 638 67th STREET, WILLOWBROOK, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Michael Krol, Director of Community Development

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED:

The property owners at 638 67th Place contacted Village staff regarding a second-floor addition, new attached garage, and a covered front porch addition project. Per the Section 9-10-04(B) of the Unified Development Ordinance (UDO) states that a nonconforming residential building or structure which is nonconforming only as to bulk regulations (setbacks), may be added to or enlarged, provided such additions or enlargements conform to all regulations of the district in which it is located. The existing single-family residence does not comply with the UDO front yard setback requirement of forty feet (40') and is seeking a zoning variance in order to construct the proposed addition. The proposed variance is to Section 9-3-01(A) to reduce the front yard setback in R-2 district from 40-feet to 33'-6".

BACKGROUND/SUMMARY:

The existing single-family dwelling was annexed into the Village of Willowbrook in 1981 as part of a fourteen-lot annexation, under Ordinance 81-O-22. The existing house, along with the rest of the residential neighborhood, was constructed and developed in approximately 1958. According to the plat of subdivision from 1956, the lots had a 30-foot setback per the DuPage County Zoning and Subdivision code. The current R-2 District setback in the UDO, is forty feet (40').

Community Development Department staff have no objection to the proposed zoning variation to the front yard setback because the lot and dwelling were legally established prior to annexation to the Village of Willowbrook. A public hearing was held on Wednesday, December 13, 2023, before the Plan Commission, which voted unanimously 5 to 0 in favor of recommending approval of the proposed variance with the condition that all construction permits must be approved and issued prior to work starting, and the design shall generally conform with the site plan and building elevation attached to the packet.

FINANCIAL IMPACT:

There is no financial impact on this item.

RECOMMENDED ACTION:

Approval of the Ordinance based on Plan Commission recommendation.



Village of Willowbrook

Staff Report to the Village Board

Public Hearing Date:	December 13, 2023	
Village Board Receive & Vote:	December 18, 2023	
Prepared By:	Michael Krol, Director of Community Development	
Case Title:	Zoning Hearing Case No. PC 23-06: A petition requesting a zoning variance from Title 9 of the Village Unified Development Ordinance for the property address 638 67 th Place, Willowbrook, Illinois to Section 9-3-01(A) to reduce the front yard setback in R-2 district from 40 feet to 33'-6".	
Petitioner:	Marius & Gitana Balsys, 638 67 th Place, Willowbrook, Illinois, 60517.	
Action Requested:	Consideration and approval of the proposed zoning variance to the Unified Development Ordinance R-2 setbacks for the subject property as part of covered porch, new garage, and second floor addition project.	
Location:	638 67 th Place, west of Madison Street.	
PINs:	09-23-400-013	
Existing Zoning:	R-2 Moderate Density Single-Family Detached District	
Proposed Zoning:	R-2 Moderate Density Single-Family Detached District	
Property Size:	0.47 acres	
Surrounding Land Use:	Use	Zoning
North	Single Family Residential	R-1
South	Single Family Residential	R-2
East	Single Family Residential	R-2
West	Single Family Residential	R-2

Necessary Action by Village Board:	Consider approval of the attached ordinance.



History & Background

Site Description

The existing single-family dwelling was annexed into the Village of Willowbrook in 1981 as part of a twenty-two (22) lot annexation, under Ordinance 81-O-22. The existing house, along with the rest of this residential neighborhood was constructed and developed approximately 1958. According to the plat of subdivision from 1956, the lots had a 30-foot setback per the DuPage County Zoning and Subdivision code. The current R-2 District setback in the UDO, is forty feet (40').

Exhibit 1: Zoning and Aerial View of the Subject Property



Variance Proposal

The property owners contacted Village staff regarding a second-floor addition, a new attached garage, and a front porch extension project. Per the Section 9-10-04(B) of the Unified Development Ordinance (UDO), a nonconforming residential building or structure which is nonconforming only as to bulk regulations (setbacks), may be added to or enlarged, provided such additions or enlargements conform to all regulations of the district in which it is located. The existing single-family residence does not comply with the UDO front yard setback requirement of forty feet (40') and is seeking a zoning variance in order to construct the proposed addition. According to the plat of survey, the existing house is setback 39.45 feet from the front property line. The proposed variance to the front setback is to Section 9-3-01(A) to reduce the front yard setback in R-2 district from 40-feet to the existing house location, 33'-6" for the covered porch extension.

Staff Analysis

Appropriateness of Use

Attached to your packets are a proposed site plan and elevation, which indicate the new covered porch/entry, adding a second floor to the existing one-story house, and adding an attached garage. Since the subdivision, property, and single-family dwelling were legally established by DuPage County



Zoning and Subdivision Codes and does not conform to the regulations of the UDO, the owner is seeking a front yard variance to the property for the proposed addition.

Exhibit 2: Zoning Table in the R-2 District

	R-2 Standards	Proposed	Variation Required	
Front (ft)	40'	33'-6"	Yes	New Porch
Rear (ft)	40'	59'-3"	No	New Garage
Interior West Side (ft)	8'	20'-0"	No	Existing
Interior East Side (ft)	8'	11'-3"	No	New Garage

The table above highlights the variance request and highlights that existing single-family dwelling complies with all the other bulk and dimensions standards in the R-2 District. The existing dwelling is located 39.45 feet from the front property line, however the zoning variance request is for an additional 6-feet because of the proposed new covered front porch location.

Standards for Review for a Variation (9-9-04)

The variation process is designed to provide a narrowly circumscribed means by which relief may be granted from unforeseen applications of this UDO that create practical difficulties or particular hardships.

The Plan Commission shall not recommend, and the Village Board shall not grant variations from the regulations of this UDO unless an affirmative finding of facts shall be made as to all of the review criteria established below, which findings of fact shall be based upon evidence provided by the applicant and the information provided in this report.

- (1) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
- (2) The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.
- (3) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.
- (4) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
- (5) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
- (6) The proposed variation will not alter the essential character of the locality.
- (7) The proposed variation is in harmony with the spirit and intent of this UDO.

Staff Recommendation

The Community Development Department staff have no objection to the proposed zoning variance to the front yard setback. It is staff's opinion that a hardship of the legally established lot and dwelling prior to annexation to the Village of Willowbrook is justification to recommend approval of the variance request with the condition that all construction permits must be approved and issued prior work starting and the design shall generally conform with the site plan and building elevation attached to the packet.



Discussion at the December 13, 2023, Plan Commission Meeting

The Plan Commission conducted a public hearing on this petition held at the December 13, 2023, meeting. The following members were in attendance: Chairman Kopp, Commissioners Kanaverskis, Kaczmarek, Kaucky and Walec. Commissioner Baksay and Wagner were absent. No was one member of the public in attendance and no public comments/questions were received prior to the meeting.

Director Krol made the proposed variance presentation to the Plan Commission, and the petitioners were present and available for questions. No questions or concerns arose from the public or the Plan Commission.

Motion

The following motion made by commissioner Kaucky was seconded by commissioner Walec and approved unanimously, a 5-0 roll call vote of the members present:

Based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed zoning variance to the front yard setback in the R-2 District of the Unified Development Ordinance to allow a 33'- 6" front yard setback for 638 67th Place with the condition that all construction permits must be approved and issued prior work starting and the design shall generally conform with the site plan and building elevation attached to the packet.

Documents Attached:

- Attachment 1: Notice of Public Hearing
- Attachment 2: Notice of Public Hearing Sign Posted
- Attachment 3: Legal Description
- Attachment 4: Plat of Survey
- Attachment 5: Site Plan by N. Batistich Architects (11x17)
- Attachment 6: First Floor Plan by N. Batistich Architects (11x17)
- Attachment 7: 2nd Floor/Elevation by N. Batistich Architects (11x17)

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Attachment 1
Notice of Public Hearing

VILLAGE OF WILLOWBROOK
638 67TH PLACE

ADORDERNUMBER: 0001164615-01
PO NUMBER: 638 67TH PLACE
AMOUNT: 399.00
NO OF AFFIDAVITS: 1

Chicago Sun-Times Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq, R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, P1.

Note: Notice appeared in the following checked positions:

PUBLICATION DATE(S): 11/28/2023

Chicago Sun-Times

NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 23-06

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 13th of December, 2023 at the hour of 7:00 P.M. in the Village Community Resource Center (CRC) Boardroom, 825 Midway Drive, Willowbrook, IL 60527.

The purpose of this meeting and public hearing shall be to consider a petition requesting zoning variations from Title 9 of the Village Unified Development Ordinance as set forth in the petition, on the property legally described as follows:

LOT 38 IN B.A. FELLER COMPANY'S SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF THE EAST 1205.0 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1956 AS DOCUMENT 730541, IN DU PAGE COUNTY, ILLINOIS.

ADDRESS: 638 67TH PLACE, WILLOWBROOK, ILLINOIS

PIN: 05-23-400-013

The applicant for this petition is Maria & Oana Boleyi.

Copies of the application and related documentation are on file in the office of Community Development, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 820-2262, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be recessed to another date if not concluded on the evening scheduled.

By: Sean Halstrom
Village Administrator
(630) 323-8215

Published in the November 28, 2023, edition of The Chicago Sun-Times Newspaper.
11/28/2023 #1164615

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By

Robin Munoz

Manager | Recruitment & Legals

This 28th Day of November 2023 A.D.

VILLAGE OF WILLOWBROOK
7760 S QUINCY ST
WILLOWBROOK, IL 60527-5532



Attachment 2

Notice of Public Hearing Sign Posted





Attachment 3
Legal Description

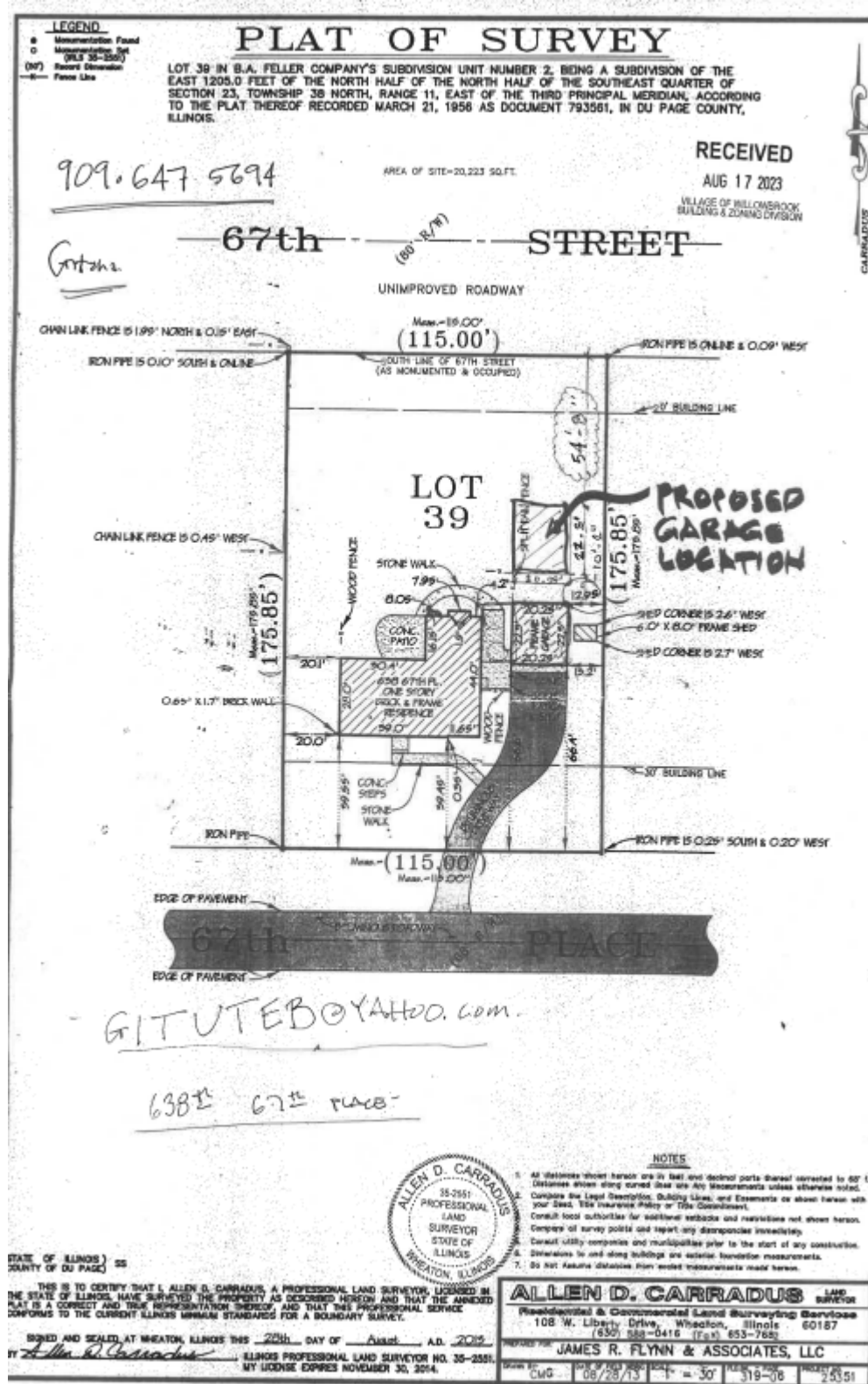
LOT 39 IN B.A. FELLER COMPANY'S SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF THE EAST 1205.0 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1956 AS DOCUMENT 793561, IN DU PAGE COUNTY, ILLINOIS.

ADDRESS: 638 67TH PLACE, WILLOWBROOK, ILLINOIS.

PIN: 09-23-400-013



Attachment 4
Plat of Survey





Attachment 5
Proposed Site Plan by N. Batistich Architects (11x17)

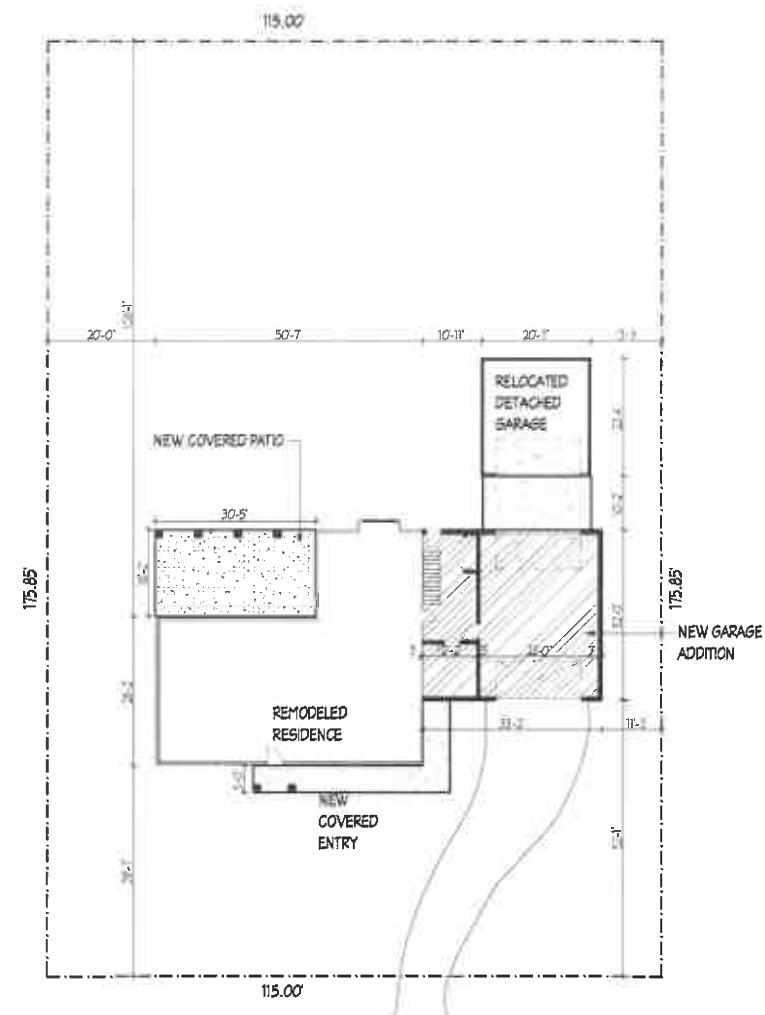
Attachment 6
First Floor Plan by N. Batistich Architects (11x17)

Attachment 7
Second Floor / Elevation plan by N. Batistich Architects (11x17)

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PROPOSED ADDITION / ALTERATIONS:
638 67th PLACE, WILLOWBROOK, ILLINOIS

BUILDING CODES - ALL W/ WILLOWBROOK AMENDMENTS
2018 INTERNATIONAL RESIDENTIAL CODE W/ AMENDMENTS
2017 NATIONAL ELECTRICAL CODE W/ AMENDMENTS
2014 ILLINOIS PLUMBING CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE W/
STATE OF ILLINOIS AMENDMENTS
CURRENT ZONING ORDINANCE

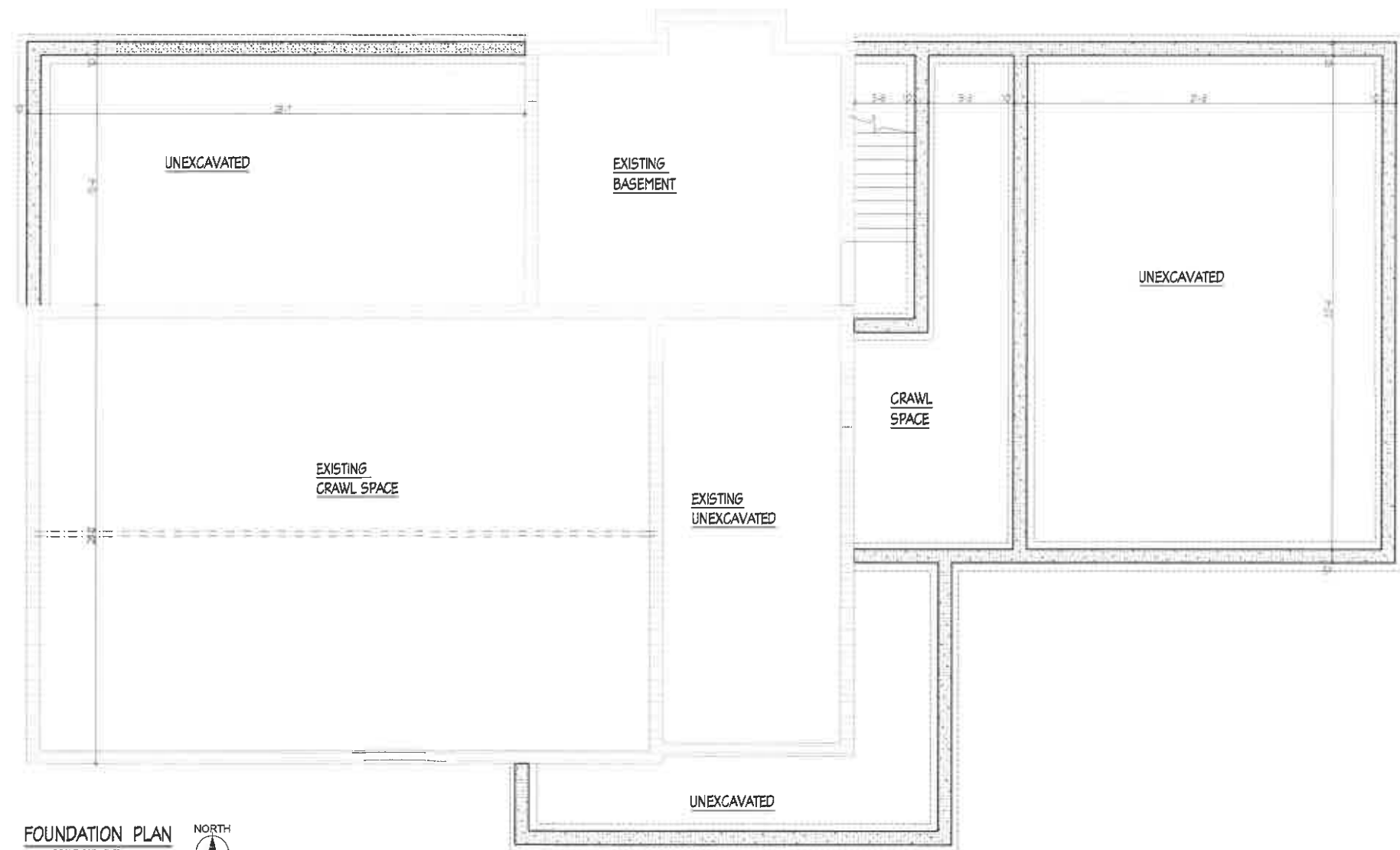


67th. Place

PROPOSED SITE PLAN

SCALE: 1/8"=1'-0"

NORTH



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

NORTH

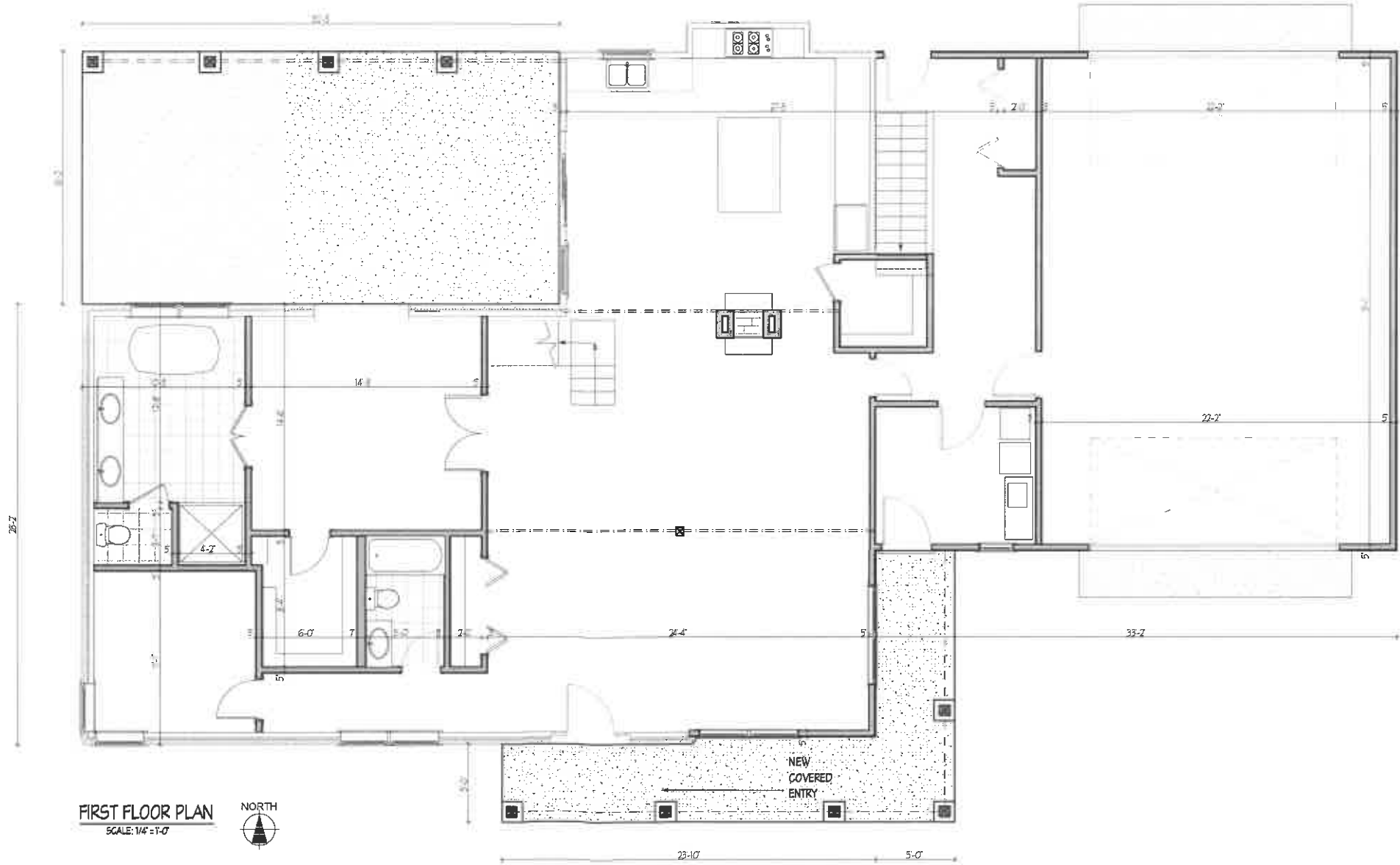


n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 986-1773
IL DESIGN FIRM LIC. NO. 184.004493

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES

DO NOT SCALE DRAWINGS

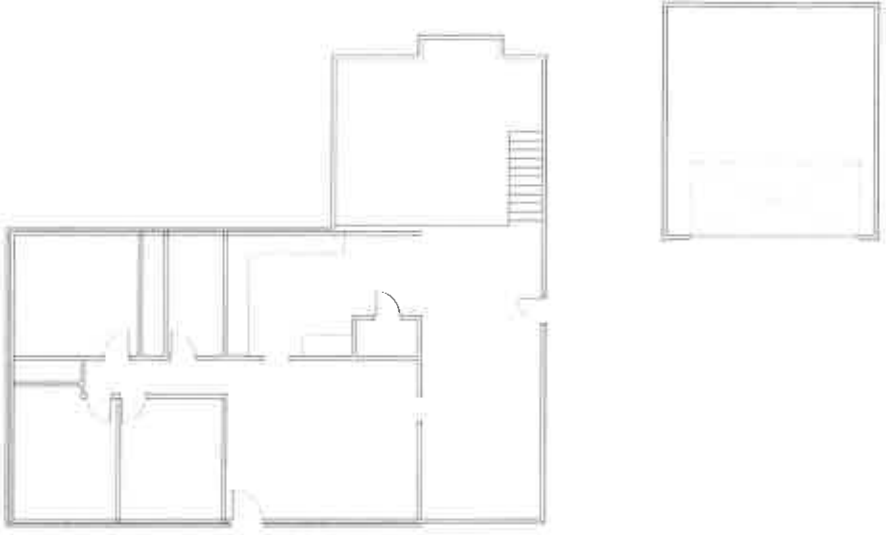
PLAN No.	NO 724-23	REVISIONS	DATE:
SHEET No.			DRAWN BY:
			SCALE:
			APPROVED BY:



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



EXISTING FLOOR PLAN



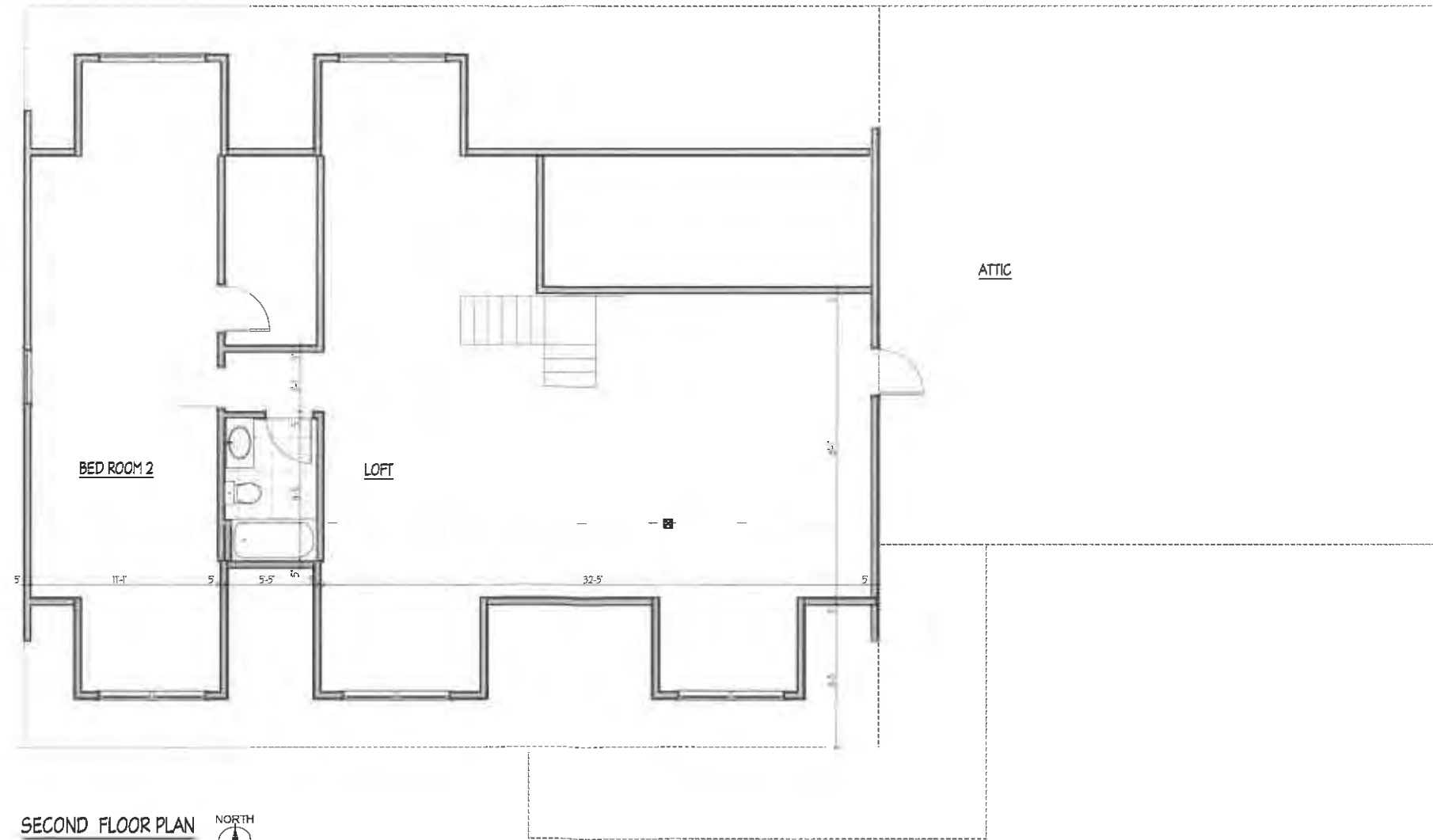
PROPOSED ADDITION / ALTERATIONS:
638 67th PLACE, WILLOWBROOK, ILLINOIS

mb	PLAN No.	NB 724-23	REVISIONS	DATE:
	SHEET No.			DATE:
				SCALE:
				APPROVED BY:

DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL PLAN
AND DIMENSIONS AND CONDITIONS ON
THE DRAWINGS AND CONDITIONS ON
THE ARCHITECT'S IN WRITING OF ANY
DISCREPANCIES BEFORE PROCEEDING
WITH WORK OR BE RESPONSIBLE FOR SAME

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY
ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY
TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE
REQUIREMENTS OF THE APPLICABLE BUILDING CODES

n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 986-1773
ILL. DESIGN FIRM LIC. NO. 184.004493



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PROPOSED ADDITION / ALTERATIONS:
638 67th PLACE, WILLOWBROOK, ILLINOIS

PLAN No. -NB 72A-23
SHEET No.

REVISIONS

DATE:

DRAWN BY:

SCALE:

APPROVED BY:

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLAN
AND DIMENSIONS AND CONDITIONS ON
THE SITE. THE ARCHITECT SHALL NOT BE
RESPONSIBLE FOR ANY DISCREPANCIES
OR OMISSIONS BEFORE PROCEEDING
WITH WORK OR BE RESPONSIBLE FOR SAME.

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY
ME OR UNDER MY SUPERVISION AND THAT THEY COMPLY
TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE
REQUIREMENTS OF THE APPLICABLE BUILDING CODES

n. battistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60537 (630) 986-1773
IL DESIGN FIRM LIC. NO. 184.004493



ORDINANCE NO. 23-O- _____

**AN ORDINANCE GRANTING A CERTAIN VARIATION FROM TITLE 9 OF THE
VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE PC
638 67th STREET, WILLOWBROOK, ILLINOIS**

WHEREAS, Marius Balsys and Gitana Balsys, as applicants and owners, timely filed an application with the Village of Willowbrook (the “Village”) with respect to the property legally described on Exhibit "A" attached hereto, which is, by this reference, incorporated herein ("SUBJECT REALTY"). Said application requested that the Village grant a certain variation from the requirements of Section 9-3-01(A) of the Unified Development Ordinance of the Village to the SUBJECT REALTY; and

WHEREAS, the Village maintains a Unified Development Ordinance which is found in Title 9, entitled “Unified Development Ordinance”, of the Willowbrook Municipal Code (the “UDO”); and

WHEREAS, a public notice was published in compliance with Section 9-9-03(B)(3) of the UDO, in the Chicago Sun-Times newspaper on November 28, 2023, which is more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; a public notice was mailed to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY via first class mail, more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; and public notice was provided by posting on the property a sign visible to the general public complying with the requirements of Sections 9-9-03(B)(3)(b) of the Zoning Ordinance, for at least fifteen (15) consecutive days prior to the public hearing date; and

WHEREAS, pursuant to the public notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about December 13, 2023, all as required by the statutes of the State and the ordinances of the Village; and

WHEREAS, at the public hearing, the applicant provided testimony in support of the proposed variation from the Unified Development Ordinance, and all interested parties had an opportunity to be heard; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook (the “Corporate Authorities”) have received the recommendation of the Plan Commission, pursuant to a memorandum dated December 14, 2023, a copy of which is attached hereto as Exhibit “B”, which is by this reference, incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: That pursuant to Title 9 entitled “Unified Development Ordinance”, Chapter 9 entitled “Zoning Procedures”, Section 9-9-04 entitled “Variation”, of the Village Code, the following variation from the provisions of the Unified Development Ordinance be and the same is hereby granted:

- A. That Section 9-3-01(A) to reduce the front yard set-back in an R-2 District from forty (40) feet to the existing house location of thirty-three (33) feet and six (6) inches.

The Board of Trustees makes the following findings with respect to the above variation:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
2. The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.
3. The alleged hardship has not been created by any person presently having a proprietary interest in the premises.

4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.
5. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.
6. The proposed variation will not alter the essential character of the locality.
7. The proposed variation is in harmony with the spirit and intent of the Unified Development Ordinance.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED and **APPROVED** this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 39 IN B.A. FELLER COMPANY'S SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF THE EAST 1205.0 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 21, 1956, AS DOCUMENT 793561, IN DU PAGE COUNTY, ILLINOIS.

ADDRESS: 638 67TH PLACE, WILLOWBROOK, ILLINOIS

PIN: 09-23-400-013

EXHIBIT B
PLAN COMMISSION RECOMMENDATION



Village of WILLOWBROOK

Mayor

Frank A. Trilla

Village Clerk

Deborah Hahn

Village Trustees

Mark L. Astrella

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Gregory Ruffolo

Village Administrator

Sean Halloran

Chief of Police

Lauren Kaspar



Proud Member of the
Illinois Route 66 Scenic Byway

MEMORANDUM

MEMO TO: Frank A. Trilla, Mayor
Board of Trustees

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: December 14, 2023

SUBJECT: **Zoning Hearing Case 23-06:** Consideration and Recommendation for the proposed zoning variance request to the front yard setback in the R-2 District of the Unified Development Ordinance to allow a 33'-6" front yard for the subject property. The applicants are Marius & Gitana Balsys, 638 67th Place, Willowbrook, Illinois, 60517.

At a special meeting of the Plan Commission held on December 13, 2023, the above referenced application was discussed, and the following motion was made:

MOTION: Made by Commissioner Kaucky and seconded by Commissioner Walec that based on the submitted petition and testimony presented, I move that the Plan Commission recommend to the Village Board, approval of the proposed zoning variance to the front yard setback in the R-2 District of the Unified Development Ordinance to allow a 33'- 6" front yard setback for 638 67th Place, with the condition that all construction permits must be approved and issued prior work starting and the design shall generally conform with the site plan and building elevation attached to the packet.

ROLL CALL: AYES: Chairman Kopp, Commissioners Kanaverskis, Kaczmarek, Kaucky, and Walec
NAYS: None
ABSENT: Baksay and Wagner

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:mk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7

DATE: December 18, 2023

SUBJECT:

AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED "CLASSIFICATIONS," AND SECTION 3-12-19 ENTITLED "HOURS" OF CHAPTER 12 ENTITLED "LIQUOR," OF TITLE 3 ENTITLED "BUSINESS REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS(PASS)

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Christine Mardegan, Deputy Clerk
Alex Arteaga, Assistant to the Village Administrator
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To amend an existing Village ordinance to allow for the sale of single serve cans of beer and the sale of spirits in 50ml, 200ml, and 375ml sizes at Quick Mart Convenience Store per their formal request.

BACKGROUND/SUMMARY

On November 22, 2023, Village staff received a letter from Naavya Foods, LLC DBA – Quick Mart convenience store located at 7518 Clarendon Hills Road requesting a new liquor license category that would allow the location the ability to sell single serve cans of beer and malt liquor, and the sale of spirits in 50ml, 200ml, and 375ml sizes. Quick Mart estimates that 75-100 of their customers per month are being denied the ability to purchase smaller quantity servings.

Quick Mart would keep all single serving cans and spirits behind the counter, inaccessible to customers. Currently Quick Mart operates with a Class "R" Liquor License, the only entity within the Village with such a license. If this ordinance is approved, any and all Class "R" Liquor Licenses would be permitted to sell the aforementioned alcoholic single serving products.

FINANCIAL IMPACT

There is no financial impact associated with this ordinance since there is no change to the fees applicable to a Class "R" Liquor License.

RECOMMENDED ACTION:

Pass the Ordinance to approve a revision to the Class R liquor license classification to allow the sale of single serve alcoholic beverages.



Sanghvi Law Group, LLC

ATTORNEY AT LAW

29 E. MADISON ST. #1000 ♦ Chicago, IL 60602 ♦ info@sanghvilaw.com ♦ Ph: 312.798.9177
WWW.SANGHIVILAW.COM

November 22, 2023

Christine Mardegan
Village of Willowbrook
835 Midway Dr
Willowbrook, IL 60527
Cmardegan@willowbrook.il.iu

**Re: Naavya Foods, LLC DBA- Quick Mart
Liquor License No LL23-0215**

Dear Ms. Mardegan :

Please be advised my office represents NAVYA Foods the owner and operator of the Quick Mart located at 7518 Clarendon Hills Road. As you may recall my client was issued its liquor license on March 1, 2023. My client has been operating its business in a responsible manner at this location since with no public complaints or known criminal activity. The purpose for this letter is to make a formal request for the allowance of sale of single serve cans of beer, and the sale of spirits in the size of 50ml and 200ml and 375ml.

Although we appreciate the Village's reasoning behind the general prohibition of such sales, at my client's location it has become apparent that many law-abiding working -class citizens are being turned down from purchasing smaller size wine, beer and spirits and being forced to buy a larger serving than they normally would. My client estimates that 75-100 customers per month are being denied purchases of smaller quantity servings.

The feedback my client is receiving is that these customers either drive outside of city limits to make their purchases or are forced to buy a larger quantity than they originally planned on purchasing.

Further, we believe if the Village allowed the sale of these smaller sized bottles and cans, sales and tax revenues would significantly increase.

In an effort to align with the interests of the Village, my client would agree to keep all single serve cans and spirits behind the counter.

My client is prepared to make formal variance requests to the board if needed. I would be happy to schedule a time for us to discuss further with your office. My client continues to be committed to working alongside the Village while building a prosperous business within the community.

Yours truly,
Raj Sanghvi

Cc: Thomas M Bastian (tom@srd-law.com)

ORDINANCE NO. 23-O-__

**AN ORDINANCE AMENDING SECTION 3-12-5 ENTITLED “CLASSIFICATIONS,”
AND SECTION 3-12-19 ENTITLED “HOURS” OF CHAPTER 12 ENTITLED
“LIQUOR,” OF TITLE 3 ENTITLED “BUSINESS REGULATIONS” OF THE
VILLAGE CODE OF ORDINANCES OF
THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the corporate authorities of the Village of Willowbrook are expressly authorized, pursuant to Section 4-1 of the Illinois Liquor Control Act (235 ILCS 5/4-1), to regulate the number, classification and license fees authorizing the retail sale of alcoholic liquor in the Village; and

WHEREAS, the corporate authorities of the Village of Willowbrook, have determined that it is proper and in the best interest of the Village to amend the Class R (convenience store/mini-mart) liquor license classification for the sale of alcoholic liquor in the Village of Willowbrook.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: Section 3-12-5 entitled: “Classifications,” of Chapter 12 entitled “Liquor,” of Title 3 entitled “Business Regulations” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended by amending the Class R liquor license classification to read as follows:

“

R	Convenience Store/Mini-Mart

[R] A Class R License shall authorize the retail sale of alcoholic liquor, but not for consumption on the premises of a convenience store/mini-mart, provided that the

convenience store/mini-mart has less than 2,500 square feet of floor space where the display of alcoholic liquor for sale shall not exceed an area greater than ten percent (10%) of the total sales floor area, including chilling coolers. Alcoholic liquor with an alcohol content exceeding thirty percent (30%) must be displayed behind the sales counter and not accessible by customers. A Class R License is further conditioned upon:

1. The chilling coolers utilized for the sale of beer and wine shall be locked during prohibited hours of sale.
2. The sale of alcoholic liquor shall be incidental to the primary business of establishments which shall be the sale of foods, foodstuffs, drugs, and other groceries.
3. There shall be no more than one (1) Class R License issued at any one time.

The annual fee for a Class R (Convenience Store/Mini-Mart) License shall be Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00). The maximum number of Class R (Convenience Store/Mini-Mart) Licenses shall be one (1).”

SECTION TWO: The remaining provisions of Section 3-12-5 shall remain in full force and effect and unamended by this ordinance.

SECTION THREE: Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is hereby repealed solely to the extent of said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 8.

DATE: December 18, 2023

SUBJECT:

VILLAGE FEE AND FINE UPDATE ORDINANCES

- i. AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 3-1A-1 ENTITLED “FEES ENUMERATED” OF CHAPTER 1A ENTITLED “LICENSE FEES” OF TITLE 3 ENTITLED “BUSINESS REGULATIONS AND SECTION 4-2-11 ENTITLED “PERMIT FEES” OF CHAPTER 2 ENTITLED “BUILDING CODE” OF TITLE 4 ENTITLED “MUNICIPAL SERVICES” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK
- ii. AN ORDINANCE AMENDING SECTION 3-9-18 ENTITLED “PENALTIES” OF CHAPTER 9 ENTITLED “HOTELS; ROOMING HOUSES” OF TITLE 3 ENTITLED “BUSINESS REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Michael Krol, Director of Community Development

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Approve the proposed amendments to the pertinent ordinances governing Village fines and fees, specifically for Section 3-1A-1 Fees Enumerated of the License Fees to add rental charges for the Community Resource Center, Section 4-2-11 Permit Fees of the Building Code to update the permit fees, and increase the fine in Section 3-9-18 of the Hotels; Rooming Houses chapter for violations of the maximum stay restrictions.

PREVIOUS ACTION TAKEN

Section 3-1A-1 Fees: The Board was presented with staff’s plan regarding third-part rental of the Community Resource Center at the August 28, 2023 Committee of the Whole meeting. The Board agreed that staff should move forward with creating a rental agreement for use of the Community Resource Room (CRC) by outside organizations.

Section 11-3-1 / Section 3-9-18: At the October 9, 2023 Committee of the Whole meeting, the Board unanimously approved staff’s recommendations to update the Village ordinance to redefine Section 11-3-1: Tax Required, Amount regarding Hotels to remove the section for Permanent Resident. The updated ordinance was passed at the October 23rd Board meeting.

Section 4-2-11: At the November 27, 2023 Committee of the Whole meeting, the update to the Permit Fee structure for building permits was presented and the Board unanimously approved staff’s recommendation.



BACKGROUND/SUMMARY

Section 3-1A-1 Fees: In preparation for the rental of the CRC, any fees to be charged will need to be added to the Village ordinances. To cover the cost of any minor setup up or cleanup costs, and after hearing feedback from the Board, staff is recommending a \$150.00 fee to rent the room effective January 1, 2024.

Section 11-3-1 / Section 3-9-18: In conjunction with the change in the elimination of the definition of “permanent resident” under the Tax ordinance for hotels, for stays of over 30-days, a further change is being made to the Hotel ordinance, Section 3-9-18, to increase the penalty for violations to the maximum amount of \$1,000. For any stay past the 30 consecutive day threshold within the Hotel/Motel ordinance, staff recommends a fine of \$1,000 per day effective January 1, 2024.

Section 4-2-11: On November 27, 2023, Village staff presented proposed updates to the permit fee schedule throughout Section 4-2-11 of the Willowbrook Municipal Code for the first time since 2019. Changes include a percentage-based rate schedule of fees, a residential flat rate single-day approval permit fee that include reviews, inspections, and certificate of compliance, and a slight increase to the standard cubic foot permit fee cost for all residential, multi-family and non-residential addition, alteration, remodel, and buildout projects. Attached to your packet is the permit fee code language, which was reviewed and cleaned up for clarity.

The increases below indicate 2011, 2019, and 2023 increases to the cubic footage calculations for residential and non-residential permits for additions, alterations, tenant buildouts, interior remodels, and structural alterations.

Single-Family Residential, Townhouses, Condominium and Apartment Units:	2011	2019	2024
Cubic Foot Content	\$0.07	\$0.08	\$0.10
Cubic Foot Content (roofed over area)	\$0.03	\$0.035	\$0.04
Non-Residential:			
Cubic Content, First 100k	\$0.09	\$0.10	\$0.11
Cubic Content, 100k to 200k	\$0.07	\$0.08	\$0.09
Cubic Content, 200k to 500k	\$0.05	\$0.0575	\$0.65
Cubic Content, 500k<	\$0.03	\$0.0375	\$0.045

Community Development staff surveyed permit schedules for other municipalities in the area. The results show that municipalities have lower, all-inclusive residential permit fees for projects like HVAC, fences, windows, roofs, etc., and higher fees for non-residential permits like parking lots, HVAC rooftop units, and tenant remodel projects. It was discovered that 14 out of 20 municipalities surveyed include a percentage-based fee on specific project categories based on the construction value.



A percentage-based permit fee for various types of projects based on construction valuation:

Single-Family Residential:	Includes: Fee, Review, Inspection, and Certificate of Compliance
Roof	1% or a minimum of \$150
Windows, Doors, Etc.	1% or a minimum of \$150

Multi-Family & Non-Residential:	Includes: Fee, Review, Inspection, and Certificate of Compliance
Fences	1% or a minimum of \$250
Patio, sidewalk, stoop, etc.	1% or a minimum of \$250
Windows 1-10	1% or a minimum of \$250
Windows 11+	1% or a minimum of \$350
Lawn Sprinklers	1% or a minimum of \$500

Multi-Family & Non-Residential:	+ Review, Inspections, and Certificate of Compliance
All Parking Lots (multi-family & non-residential)	1% of construction value + review & inspections, minimum \$350
All Roofs (multi-family & non-residential)	1% of construction value + review & inspections, minimum \$350
All HVAC (Multi-fam, non-residential, commercial rooftop units)	1% of construction value + review & inspections, minimum \$350
Water Heater/Boiler (multi-family & non-residential)	1% of construction value + review & inspections, minimum \$350

The highlight of the update is to provide a residential flat rate single-day permit fee schedule that includes reviews, inspections, and certificate of compliance. Most flat rate permit fees are performed by Community Development staff within twenty-four hours and, in some cases, right over the counter.

A/C and Furnace	\$150	Includes: Review, inspection, and certificate of compliance.
Water Heater	\$150	Includes: Review, inspection, and certificate of compliance.
Fence	\$150	Includes: Review, inspection, and certificate of compliance.
Shed	\$150	Includes: Review, inspection, and certificate of compliance.
Driveway	\$150	Includes: Review, inspection, and certificate of compliance.
Driveway w/ culvert	\$175	Includes: Review, inspection, and certificate of compliance.
Sidewalks, Patio, Stoops, Pavers	\$150	Includes: Review, inspection, and certificate of compliance.
Lawn Sprinklers	\$200	Includes: Review, inspection, and certificate of compliance.
Swimming Pools (Above Ground)	\$300	Includes: Review, inspection, and certificate of compliance.
Decks	\$250	Includes: Review, inspection, and certificate of compliance.

FINANCIAL IMPACT

Permit fees and fines have been updated historically every several years. The addition of the CRC fee will allow the Village to move forward with rentals. The 30-day stay violation maximum will discourage long term stays at local hotels.

The proposed single-day building review permit menu offers an overall lower total fee to the residents of Willowbrook since all the individually listed permit projects are reviewed in-house. The proposed percentage of construction value and increased cubic content fees on larger non-residential projects will make up the cost savings and provide an overall increase in revenue to offset any inflation costs.

RECOMMENDED ACTION:

Approve the Ordinances to amend the Willowbrook Municipal Code fees and penalties in the applicable sections.



BUILDING PERMIT FEE SCHEDULE

Single-Family Residential Single-Day Permit Reviews

Permit Type:	Total Permit Fee:	Fees Includes:
A/C and Furnace	\$150	Review, inspection, and certificate of compliance.
Water Heater	\$150	Review, inspection, and certificate of compliance.
Fence	\$150	Review, inspection, and certificate of compliance.
Shed	\$150	Review, inspection, and certificate of compliance.
Driveway	\$150	Review, inspection, and certificate of compliance.
Driveway w/ Culvert	\$175	Review, inspection, and certificate of compliance.
Sidewalks, Patio, Stoops, Pavers	\$150	Review, inspection, and certificate of compliance.
Lawn Sprinklers	\$200	Review, inspection, and certificate of compliance.
Swimming Pools (Above Ground)	\$300	Review, inspection, and certificate of compliance.
Decks	\$250	Review, inspection, and certificate of compliance.

Accessory Structures (Pergolas, Gazebo's, Awnings, Detached Garages etc.)	\$250	Plus review & inspections fees, \$100 minimum.
Windows, Doors, Skylights, etc.	\$150 minimum or 1% of construction value. Fee includes review, inspection, and certificate of compliance.	
Re-Roof	\$150 minimum or 1% of construction value. Fee includes review, inspection, and certificate of compliance.	

ORDINANCE NO. 23-O-_____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 3-1A-1 ENTITLED “FEES ENUMERATED” OF CHAPTER 1A ENTITLED “LICENSE FEES” OF TITLE 3 ENTITLED “BUSINESS REGULATIONS AND SECTION 4-2-11 ENTITLED “PERMIT FEES” OF CHAPTER 2 ENTITLED “BUILDING CODE” OF TITLE 4 ENTITLED “MUNICIPAL SERVICES” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, Section 3-1A-1 entitled “Fees Enumerated” of Chapter 1A entitled “License Fees” of Title 3 entitled “Business Regulations” and Section 4-2-11 entitled “Permit Fees” of Chapter 2 entitled “Building Code” of Title 4 entitled “Municipal Services” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, be and are hereby amended as follows:

SECTION 1: Section 3-1A-1 is hereby amended by adding the following, in proper alphabetical order, and renumbering the remainder of Section 3-1A, accordingly:

“11: Community Resource Room Rental - \$150.00 per day”.

SECTION 2: Section 4-2-11, as amended, is hereby further amended to read as follows:

“4-2-11: PERMIT FEES: The permit fees applicable to all development, building or construction within the village shall be those fees and charges as set forth herein.

(A) Building Permit Fees:

1. Single-Family Residential Structures and Multi-Family Townhouse, Condominium Unit, and Apartment Unit:
 - (a) Building Architectural Plan Examination and review fee (In-House):
 - (1) Initial: Four hundred fifty dollars (\$450.00)
 - (2) In situations where the building plans are required to be subjected to additional reviews, an additional examination and review fee of two hundred seventy-five dollars (\$275.00) shall be charged for each additional examination and review.
 - (b) Grading plan examination and review fee:
 - (1) Five hundred dollars (\$500.00).
 - (2) Grading plan examination and review fee: In situations where the grading plan plans are required to be subjected to additional reviews,

an additional examination and review fee of two hundred fifty dollars (\$250.00) shall be charged for each additional examination and review.

(c) Building Permit Fee, Residential:

- (1) Interior habitable areas, including, but not limited to, all floors including basement, crawl space, attic, etc. All residential building permit fees shall be incorporated within a cubical content fee calculated as follows: Ten cents (\$0.10) per cubic foot.
- (2) Exterior roofed over and open areas that are contiguous with the SFR structure, including, but not limited to, porches, entry ways, etc.: All residential building permit fees shall be incorporated within a cubical content fee calculated as follows: Four cents (\$0.04) per cubic foot.

(d) Alterations, remodeling and repairs not requiring architectural plans or detailed drawings: One hundred twenty-five dollar (\$125.00) minimum.

(e) Foundation Only Permit Fee:

- (1) A fee of sixty cents (\$0.60) per square foot based on foundation lot coverage dimensions (in conjunction with a new single-family residence building permit).
- (2) Plan examination and review fee: Three hundred dollars (\$300.00)
- (3) In situations where the 'foundation only' plans are required to be subjected to additional reviews, an additional examination and review fee of one hundred seventy-five dollars (\$175.00) shall be charged for each additional examination and review.

(f) Outside Agency Reviews: The plan review for Single-Family Residential structures, including additions thereto, may be performed by a 3rd party plan review agency. All fees and charges related to the performance of this service shall be borne by the permittee.

(g) Permit Applications: All New Single-Family Residential Structure permit applications shall be accompanied by a cash deposit of one thousand dollars (\$1,000.00).

(h) Should a permit be issued, the deposit shall be credited to the entire building permit fee. Should the Building Official or his/her designee determine not to issue the requested permit, or should the permit not be issued for any other reason, the entire deposit shall be retained by the Village as liquidated damages for the purpose of compensating the Village for costs incurred in the examination and review of the building permit application.

2. Multi-Family/Non-Residential Buildings, Including Parking Garages and Parking Decks:

(a) Permit Applications: All permit applications shall be accompanied by a cash deposit of an amount in accordance with the following table to secure the payment of all costs incurred by the village in processing and reviewing such applications:

<u>Gross Floor Area Of Proposed Structure (In Square Feet):</u>	<u>Required Plan Review Cash Deposit Amount:</u>
(1) 1 to 1000	\$1,000.00
(2) 1,001 to 5,000	\$2,500.00
(3) 5,001 to 20,000	\$5,000.00
(4) 20,001 to 100,000	\$7,5000.00
(5) 100,001 to 200,000	\$10,000.00
(6) Over 200,000	\$12,500.00

Should a permit be issued, the deposit shall be credited to the entire building permit fee. Should the Building Official or his/her designee determine not to issue the requested permit, or should the permit not be issued for any other reason, the entire deposit shall be retained by the village as liquidated damages for the purpose of compensating the village for costs incurred in the examination and review of the building permit application.

- (b) Multi-Family/Nonresidential Buildings Building plan examination and review fee shall be determined based on the project. Minimum fees apply (In-House):

<u>(Square Feet):</u>	<u>Review Fee:</u>
(1) 1 to 1000	\$750.00
(2) 1,001 to 5,000	\$1,750.00
(3) 5,001 to 20,000	\$3,500.00
(4) 20,001 to 100,000	\$7,0000.00
(5) 100,001 to 200,000	\$9,000.00
(6) Over 200,000	\$11,000.00

- (c) Additional [In-House] Reviews: In situations where plans are required to be subjected to additional reviews, an additional examination and review fee of one half (1/2) of the amount listed in (A)(2)(b)(1) shall be charged for each additional examination and review.
- (d) Outside Agency Reviews: The plan review for multi-family and nonresidential buildings, including additions thereto, may be performed by a 3rd party plan review agency. All fees and charges related to the performance of this service shall be borne by the permittee.
- (e) Building Permit Fees, Cubical Content: All Non-Residential building permit fees shall be incorporated within a cubical content fee calculated as follows:
- (1) First 100,000 cubic feet: \$0.11 per cubic foot.
 - (2) Each cubic foot in excess of 100,000 cubic feet up to and including 200,000 cubic feet: \$0.09 per cubic foot.
 - (3) Each cubic foot in excess of 200,000 cubic feet up to and including 500,000 cubic feet: \$0.065 per cubic foot.

- (4) Each cubic foot in excess of 500,000 cubic feet: \$0.045 per cubic foot.
- (f) Building Permit Fees, Mechanical Content (where Applicable):
 - (1) Electrical permit fee add 0.25 x building permit fee calculated in Section (A)(2)(e).
 - (2) Plumbing permit fee add 0.25 x building permit fee calculated in Section (A)(2)(e).
 - (3) Mechanical permit fee add 0.25 x building permit fee calculated in Section (A)(2)(e).
- (g) Multi-Family Uses: For new construction, a minimum building permit and inspection fee of three thousand dollars (\$3,000.00) shall apply.
- (h) Foundation Only Permit:
 - (1) A fee of eighty cents (\$0.80) per square foot based on foundation lot coverage dimensions (in conjunction with a building permit).
 - (2) Plan examination and review fee: Four hundred dollars \$400.00).
 - (3) In situations where the foundation only plans are required to be subjected to additional reviews, an additional examination and review fee of two hundred dollars \$200.00 shall be charged for each additional examination and review.
- (i) Multi-Family and Non-Residential Uses:
 - (1) Multi-Family Building Permit fees for common area alterations, conversions, remodeling, structural repairs, Build-Outs, etc., (Whereas a "Certificate of Occupancy" Issued after Final Construction Inspection is Approved by all Parties, shall be charged as follows: shall be charged as follows: Each cubic foot: (\$0.060) per cubic foot
 - (2) Non-Residential Building Permit fees for Vanilla Boxes (No Build-out Plan(s)) (Whereas a "Certificate of Completion" Issued after Final Construction Inspection is Approved by all Parties, shall be charged as follows: Each cubic foot: (\$.045) per cubic foot.

3. Off Street Parking, Parking Lots & Driveways:

- (a) Resurfacing or Reconstruction: The resurfacing or reconstruction of any private roadway, parking area, driveway, etc., or the modification of the surface of any watercourse or ponding area shall require a permit.
- (b) Multi-Family and Non-Residential Uses:

- (1) Newly Constructed: A permit fee of 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).
 - (2) All permit applications for an existing parking lot overlay or reconstruction shall be accompanied by a proposed striping plan which indicates the size, layout and number of regular and disabled/accessible parking spaces and the location of all required above grade signs designating parking spaces which are reserved for disabled individuals and the indicated fines signage. The fee for such permit shall be in accordance with the following: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).
 - (3) Sealcoating & Restriping Parking Lots: The sealcoating and restriping of any parking area shall require a permit. The fee for such permit shall be two hundred fifty dollars (\$250.00), includes review, inspection, and cert. of completion. The permit application for sealcoating shall be accompanied by a proposed striping plan which indicates the size, layout and number of both regular and disabled accessible/handicapped parking spaces and the location of all required above grade signs designating parking spaces which are reserved for disabled individuals.
- (c) Residential (Single Family, Attached & Detached):
- (1) Driveways:
 - (a) Without a Culvert: One hundred fifty dollars (\$150.00), includes review, inspection, and cert. of completion.
 - (b) With a Culvert: One hundred seventy-five dollars (\$175.00), includes review, inspection, and cert. of completion.
 - (c) Reserve.

4. Accessory Structures:

- (a) In Single-Family Residential, building permit fee:
 - (1) Sheds: One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.
 - (2) Structures including but not limited to: Detached Garages, Pergolas, Gazebos, Awnings, Canopies, Greenhouses, Outdoor Kitchens, etc.: Two hundred fifty dollars (\$250.00) + review & inspections.
- (b) In Non-Residential & Multi-Family, building permit fee:
 - (1) Per 4-2-11(a)(2)
 - (a) 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).

5. Decks:

- (a) Single-Family, Attached/Detached, Multi-Family Townhouse, Condominium Unit, and Apartment Unit: Two hundred fifty dollars (\$250.00), includes review, inspection, and cert. of completion.
 - (b) Non-Residential: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).
- 6. Miscellaneous Flatwork (Concrete, paver, etc.), Patios, Service Walks, Stoops/Steps, etc.:
 - (a) Single-Family, Attached/Detached, Multi-Family Townhouse, Condominium Unit, and Apartment Unit: Patios, Walkways, Stoops, etc. (Public or Private/Service): one hundred fifty dollars (\$150.00,) includes review, inspection, and cert. of completion.
 - (b) Non-Residential, Patios, Walkways, Stoops, etc. (Public or Private/Service): 1% of construction value + review & inspections, minimum two hundred fifty dollars (\$250.00).
- 7. Private Street Re-Construction:
 - (a) Single Family Residential: 1% of construction value + review & inspections, minimum two hundred fifty dollars (\$250.00).
 - (b) Multi-Family Residential: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).
 - (c) Non- Residential: 1% of construction value + review & inspections, or minimum of three hundred fifty dollars (\$350.00).
- 8. Exterior Structural Alterations:
 - (a) Residential districts: A permit fee of six cents (\$0.06) per cubic foot of cubical content of the area which is the subject of the alteration.
 - (1) A minimum fee of two hundred fifty dollars (\$250.00) shall apply.
 - (b) Nonresidential districts: A permit fee of eight cents (\$0.08) per cubic foot of cubical content of the area which is the subject of the alteration.
 - (1) A minimum fee of five hundred dollars (\$500.00) shall apply.
- 9. Existing Structure Moving:
 - (a) Single-Family Residential "House" Moving: One thousand dollars (\$1,000.00) shall apply.
 - (b) Single-Family Residential "Garage" Moving: One hundred dollars (\$100.00) (New Section) shall apply.

- (c) Single-Family Residential “Shed” Moving: Twenty-five dollars (\$25.00) (New Section) shall apply.

10. Fences:

- (a) Single-Family Residential Districts (R-1, R-2, R-3): One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.
- (b) Multi-Family Districts (R-4 & R-5): 1% of construction value + review & inspections, or minimum of two hundred fifty dollars (\$250.00).
- (c) Non-Residential Districts: 1% of construction value + review & inspections, or minimum of two hundred fifty dollars (\$250.00).

11. Satellite Earth Stations:

- (a) Residential R1-R4 districts: One hundred dollars (\$100.00).
- (b) Residential R5 districts: One hundred fifty dollars (\$150.00).
- (c) Commercial Districts: Two hundred dollars (\$200.00). (No Change)

12. Personal Communication Services (PCS) Antennas:

- (a) Freestanding Tower Mounted Devices:
 - (1) Residential, Amateur Radio Antenna/Equipment: Two hundred dollars (\$200.00).
 - (2) Non-Residential/Commercial Installations: Four thousand five hundred dollars (\$4,500.00).
- (b) Building Mounted Devices:
 - (1) Residential, Amateur Radio Antenna/Equipment: One hundred fifty dollars (\$150.00).
 - (2) Non-Residential/Commercial Installations: Three thousand seven hundred fifty dollars (\$3,750.00).
- (c) Alterations, modifications, additions to existing PCS equipment:
 - (1) Residential, Amateur Radio Antenna/Equipment: One hundred dollars (\$100.00).
 - (2) Non-Residential/Commercial Installations: Six hundred twenty-five dollars (\$625.00).

13. Swimming Pools:

- (a) Swimming pools, above ground: Three hundred dollars (\$300.00), includes review, inspection, and certificate of compliance.
- (b) Swimming pools, in ground:

- (1) All Residential Districts: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).
 - (2) Non-Residential Districts: 1% of construction value + review & inspections, minimum five hundred fifty dollars (\$550.00).
- (c) Mechanical Installations related to a Pool:
- (1) Electric w/pool (Single-Family Residential): One hundred twenty five dollars (\$125.00).
 - (2) Electric w/pool (Multi-Family/Non-Residential): One hundred fifty dollars (\$150.00).
 - (3) Plumbing w/pool (Single-Family Residential): One hundred twenty five dollars (\$125.00).
 - (4) Plumbing w/ pool (Multi-Family/Non-Residential): One hundred fifty dollars (\$150.00).
 - (5) Fuel Gas w/pool (Single-Family Residential): One hundred twenty five dollars (\$125.00).
 - (6) Fuel Gas w/pool (Multi-Family/Non-Residential): One hundred fifty dollars \$150.00.
- (d) Temporary Inflatable Pool: Fifty dollars (\$50.00).

14. Roof Fees:

- (a) All permit applications shall be accompanied by an affidavit indicating the exact number of roofing layers that are currently on the residence. Alternately, the proposal can indicate "Tear-off All Existing".
- (b) Roof Fees:
 - (1) Single-Family Residential (Detached/Attached), per residence: 1% of construction value, minimum one hundred fifty dollars (\$150.00).
 - (2) Single-Family Residential, Accessory Structure: Twenty-five dollars (\$25.00).
 - (3) Multi-Family Residential: 1% of construction value + review & inspections, or minimum of three hundred fifty dollars (\$350.00).
 - (4) Non-Residential: 1% of construction value + review & inspections, or minimum of three hundred fifty dollars (\$350.00).

15. Remove & Replace Fenestration (windows, doors, skylights, etc.) Fees:

- (a) Single-Family Residential (Detached / Attached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit:
 - (1) 1% of construction value, includes review, inspection, and cert. of completion, minimum one hundred fifty dollars (\$150.00).
- (b) Multi-Family Residential Common Area:
 - (1) 1-10 openings: 1% of construction value + review & inspections, or minimum of two hundred fifty dollars \$250.00.

- (2) 11+ openings: 1% of construction value + review & inspections, or minimum of three hundred fifty dollars (\$350.00).

(c) Non-Residential:

- (1) 1-10 openings: 1% of construction value + review & inspections, or minimum of two hundred fifty dollars (\$250.00).
- (2) 11+ openings: 1% of construction value + review & inspections, or minimum of three hundred fifty dollars (\$350.00).

16. Plus, all applicable Review & Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(B) Plumbing Permit Fees:

1. Residential; Single-Family (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit:

- (a) Fourteen dollars (\$14.00) per fixture.
- (b) One hundred twenty-five dollars (\$125.00) minimum.

2. Non-Residential, Multi-Family (Building/Common Area):

- (a) Twenty-four dollars (\$24.00) per fixture.
- (b) Two hundred fifty dollars (\$250.00) minimum.

3. Minor Plumbing Alterations:

- (a) Residential: Seventy-five dollars (\$75.00).
- (b) Commercial: One hundred twenty-five dollars (\$125.00)

4. Lawn Sprinkling Systems:

- (a) Residential: Two hundred dollars (\$200.00), includes review, inspection, and cert. of completion.
- (b) Multi-Family Residential: 1% of construction value + review & inspections, or minimum of five hundred dollars (\$500.00).
- (c) Non-Residential: 1% of construction value + review & inspections, or minimum of five hundred dollars (\$500.00).

5. Water Heater/Boiler, New, Each:

- (a) Residential; Single-Family (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit: One hundred fifty dollars (\$150.00) Includes review, inspection, and cert. of completion.

- (b) Non-Residential/Multi-Family Building/Common Area: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).

6. Water Heater/Boiler, Replacement, Each:

- (a) Residential Single-Family (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit: One hundred fifty dollars (\$150.00), includes review, inspection, and cert. of completion.
- (b) Non-Residential/Multi-Family Building/Common Area: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).

7. Water Service Connection (Per Building, each) Fee: See Title 6-8-2 for applicable fee schedule.

8. Water Service Disconnection (Per Building, each):

- (a) Residential, Single-family attached / detached: One hundred twenty-five dollars (\$125.00)
- (b) Multi-Family Residential: One hundred fifty dollars (\$150.00)
- (c) Commercial: Two hundred dollars (\$200.00)

9. Plus, all applicable Review & Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(C) Electrical Permit Fees:

1. Residential (Single-Family, Duplex, Townhouse, Condominium (per unit))

(a) New Service:

- (1) Each 200 Amp: One hundred seventy-five dollars \$175.00.
- (2) Plus twelve dollars (\$12.00) per Circuit.
- (3) Plus seventeen dollars (\$17.00) per Motor/Fan.

(b) Existing Service Upgrade

- (1) From under 200 Amps up to 200 Amps: One hundred dollars (\$100.00).
- (2) From 200 Amps up to 400 Amps: One hundred twenty-five dollars \$125.00.
- (3) From under 200 Amps up to 400 Amps: One hundred fifty dollars \$150.00.

(c) Remodels, Alterations, etc.:

- (1) Minimum Fee: One hundred twenty-five dollars (\$125.00).

2. Commercial, Multi-Family Residential:

(a) New Service:

- (1) Each 200 Amp, up to 1000 Amp: Two hundred fifty dollars \$250.00.
 - (2) Excess Services: Fees for services in excess of one thousand (1,000) amperes shall be computed on the basis of the rating of the service disconnects installed prorated according to the schedule above and shall include feeders, risers and all wiring and equipment up to the branch circuit distribution panels or motor power panels or control centers.
 - (3) Plus eighteen dollars (\$18.00) per Circuit.
 - (4) Plus twenty dollars (\$20.00) per Motor/Fan.
 - (b) Existing Service Upgrade
 - (1) Each 200 Amps: One hundred seventy-five dollars (\$175.00).
 - (2) Plus eighteen dollars (\$18.00) per Circuit.
 - (c) Remodels, Alterations, Build-Outs, etc. (Non-Residential & Multi-Family Common Area): Minimum Fee: Two hundred fifty dollars (\$250.00).
3. Back-up Generators:
- (a) Residential: One hundred twenty-five dollars (\$125.00).
 - (b) Commercial: Two hundred fifty dollars (\$250.00).
4. Electric Vehicle Charging Stations:
- (a) Residential/Multi-Family: One hundred twenty-five dollars (\$125.00).
 - (b) Non-Residential:
 - (1) Per Charging Post: One hundred twenty-five dollars (\$125.00).
5. Temporary Electrical Services:
- (a) Residential: Seventy-five dollars (\$75.00).
 - (b) Commercial: One hundred twenty-five dollars (\$125.00).
6. Low Voltage Electrical Systems: Fee for the installation of low voltage electrical systems, including but not limited to, burglar alarms, fire alarms, camera, computer systems shall be:
- (a) Residential (Single-Family, Duplex, Townhouse, Condominium (per unit): Sixty dollars (\$60.00)
 - (b) Multi-Family Residential, Common Area: Seventy-five dollars (\$75.00)
 - (c) Commercial:
 - (1) Single Condominium Unit: One hundred dollars (\$100.00).
 - (2) Entire Building and/or Common Areas: One hundred twenty-five dollars (\$125.00).

7. Solar Photovoltaic Systems:

- (a) Residential (Single-Family, Duplex, Townhouse, Condominium (per unit): Fifty dollars (\$50.00).
- (b) Multi-Family Residential - Common Area: One Hundred fifty dollars (\$150.00).
- (c) Commercial, Multi-Family Residential - Common Area: Two-Hundred fifty dollars (\$250.00).

8. Plus, all applicable Review & Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(D) Heating, Ventilation, Air Conditioning (HVAC) Permit Fees:

1. Residential; Single-Family, (Attached/detached), Multi-Family Townhouse, Condominium Unit, and Apartment Unit:

- (a) Each Air conditioner condenser unit: One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.
- (b) Each forced air furnace / boiler unit: One hundred fifty dollars (\$150.00), includes review, inspection, and certificate of compliance.

2. Non-Residential Tenant Unit:

- (a) Each Air conditioner condenser: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).
- (b) Each forced air furnace / boiler: 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).

3. Non-Residential/Multi-Family (Building/Common Area):

- (a) Each Roof Top Unit (RTU): 1% of construction value + review & inspections, minimum three hundred fifty dollars (\$350.00).

4. Plus, all applicable Review & Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.

(E) Sign Permit Fees: The fee to be charged for permits issued for the erection, construction or alteration of any sign, or advertising structure, marquee, canopy or awning, as defined in this subsection:

1. Non-Illuminated Signs:

- (a) Flat fee, per sign: Ninety dollars (\$90.00)
 - (b) Plus, one dollar seventy-five cents (\$1.75) per square foot of gross surface area of each face thereof.
 - 2. Illuminated Signs:
 - (a) Flat fee, per sign: One hundred seventy-five dollars (\$175.00)
 - (b) Plus, six dollars (\$6.00) per square foot of gross surface area of each face thereof.
 - 3. Marquees, Canopies and Awnings:
 - (a) Flat fee, per sign: Ninety dollars (\$90.00)
 - (b) Plus, one dollar and seventy-five cents (\$1.75) per square foot of gross surface area of each face thereof.
 - 4. Existing Freestanding Sign Panel Change:
 - (a) Non-Illuminated:
 - (1) Flat fee, per sign: Fifty dollars (\$50.00)
 - (2) Plus, fifty cents (\$0.50) per square foot of gross surface area of each face thereof.
 - (3) Illuminated:
 - (4) Flat fee, per sign: Seventy-five dollars (\$75.00).
 - (5) Plus, one dollar fifty cents (\$1.50) per square foot of gross surface area of each face thereof.
 - 5. Temporary Signs, as regulated under the provisions of the Zoning Ordinance: Sixty dollars (\$60.00) per each two (2) week period, (eight (8) weeks maximum per calendar year).
 - 6. Plus, all applicable Review Fees:
 - (a) Building Mounted: Ninety dollars (\$90.00)
 - (b) Free-Standing: One hundred eighty dollars (\$180.00)
 - (c) Temporary, per application: Twenty-five dollars (\$25.00)
 - (d) Each subsequent re-review fee shall be 50% of the initial review.
 - 7. Plus, all applicable Inspection Fees, one hundred dollars (\$100.00) minimum unless otherwise included above.
- (F) Conveyance Systems Permit Fees:
- 1. Review fee:
 - (a) Five (5) floors or less: Four hundred fifty dollars (\$450.00)

- (b) Over five (5) floors: Six hundred dollars (\$600.00)
- 2. Initial Inspection/Re-Inspection fees, newly Installed:
 - (a) Initial (immediately after installation) one hundred fifty dollars (\$150.00)
 - (b) Re-Inspection, each: One hundred dollars (\$100.00)
- 3. Elevator, Escalators, Lifts (moves personnel):
 - (a) Five (5) floors or less: Five hundred dollars (\$500.00)
 - (b) Each additional floor over 5: One hundred dollars (\$100.00)
 - (c) Hand operated, 5 floors or less: One hundred fifty dollars (\$150.00)
 - (d) Semiannual Inspection (per conveyance):
 - (1) First: One hundred seventy-five dollars (\$175.00)
 - (2) Re-inspection: One hundred seventy-five dollars (\$175.00), per re-inspection.
- 4. Dumbwaiter, conveyor, miscellaneous conveyance system fees (moves material):
 - (a) Five (5) floors or less: Five hundred dollars (\$500.00)
 - (b) Each additional floor over Five (5): Fifty dollars (\$50.00)
 - (c) Hand operated, Five (5) floors or less: Forty dollars (\$40.00)
 - (d) Semiannual Inspection (per conveyance):
 - (1) First: One hundred twenty-five dollars (\$125.00)
 - (2) Re-inspection: One hundred dollars (\$100.00), per re-inspection
- 5. Modernization, modification: One hundred fifty dollars (\$150.00)
- 6. Plus, all applicable Review & Inspection Fees: One hundred dollars (\$100.00) minimum unless otherwise included above.

(G) Miscellaneous Permit Fees:

- 1. Final Inspections for "Certificate of Occupancy" (CO):
 - (a) Single-Family Residential:
 - (1) Architectural (Construction Final): Two hundred dollars (\$200.00).
 - (2) Civil Engineering (As-Built/Final Topography Review & Site Visit): One hundred seventy-five dollars (\$175.00)
 - (b) Multi-Family Architectural (Construction Final): One hundred dollars (\$100.00) Per dwelling unit.
 - (c) Commercial/Nonresidential:
 - (1) Architectural (Construction Final):
 - (d) Individual Unit / Tenant Build-out: Two hundred dollars (\$200.00).
 - (e) New Building: Three hundred dollars (\$300.00).

- (1) Civil Engineering (As-Built/Final Topography Review & Site Visit):
Two hundred fifty dollars (\$250.00).
2. Commercial Re-Occupancy Final Inspection for Certificate of Occupancy (CO):
 - (a) Equal to or under one thousand (1,000) square feet: Two hundred dollars (\$200.00).
 - (b) Over one thousand (1,000) square feet: Two hundred fifty dollars (\$250.00).
3. Final Inspections for Certificate of Completion (CC) (including but not limited to: remodel, rehab, flatwork, windows, accessory structures, fences, etc.):
 - (a) Single-family Residential & Multi Family Residential (Condo Unit): Forty dollars (\$40.00).
 - (b) Commercial/Nonresidential & Multi Family Res. (Common Area): Sixty dollars (\$60.00).
4. Temporary Occupancy Permits (TCO), fee per certificate issuance (predetermined time limits will apply, one-month term typical, six (6) months maximum (weather based)):
 - (a) Residential, Per Dwelling Unit: One hundred twenty-five dollars (\$125.00).
 - (b) Nonresidential: Two hundred fifty dollars (\$250.00).
 - (c) It shall be the Temporary Occupancy Permit holder's responsibility to renew permit *prior* to expiration.
5. Operational Permit Inspections:
 - (a) Annual Inspection: One hundred dollars (\$100.00)
 - (b) Re-inspection: Seventy-five dollars (\$75.00), per re-inspection.
6. National Pollutant Discharge Elimination System (NPDES) Inspections:
 - (a) Two hundred fifty dollars (\$250.00) each.
 - (b) Inspections may be performed by a 3rd party agency. All fees and charges related to the performance of this service shall be borne by the permittee.
7. Reinspection Fees:
 - (a) If an inspection is scheduled and the Inspector determines that the job has not progressed to a point where an Inspection can be made properly and is deemed "Not Approved", or access is not possible to perform the inspection, a one hundred dollar (\$100.00) reinspection fee, per discipline (including but not limited to: Rough/Final, Building/Framing, Electrical, Plumbing, Civil Engineering, Right-of-Way, Water, etc.), will be charged. No further inspections shall be made until such time as the reinspection fee has been paid.
 - (b) It shall be the "Permit Holder's" responsibility to pay all outstanding fees prior to the rescheduling of all subsequent inspections.
8. Work without benefit of a Permit:

- (a) A penalty fee in the amount of two (2) times the regularly established permit fee plus up to ten percent (10%) of the value of the construction project for which the permit is being applied shall be assessed in all cases where construction has commenced prior to the issuance of a building permit. The determination by the Director of Community Development as to whether the construction has commenced prior to the issuance of the permit and the value of the construction involved shall be deemed final. The minimum penalty fee shall be not less than:
 - (b) Residential districts: Two hundred fifty dollars (\$250.00).
 - (c) Non-Residential districts, Commercial projects associated with Multifamily Residential properties: Seven hundred fifty dollars (\$750.00).
 - (d) Up to 10% of the construction value, as determined by the Director of Community Development.
- 9. Change of Contractor: There shall be a charge of thirty-five dollars (\$35.00), along with the resubmittal of all necessary applications, bonds, and certificates, etc. for approval whenever a contractor is changed after the building permit has been issued.
- 10. Demolition/Wrecking:
 - (a) Residential:
 - (1) Principal Dwellings: One thousand five hundred dollars (\$1,500.00).
 - (2) Detached Garage Structures: One hundred seventy-five dollars (\$175.00).
 - (3) Other Accessory Structures: Fifty dollars (\$50.00).
 - (b) Non-Residential/Multi-Family:
 - (1) Principal Structures: Three thousand dollars (\$3,000.00).
 - (2) Detached Garage Structures: One hundred seventy-five dollars (\$175.00).
 - (3) Other Accessory Structures: Fifty dollars (\$50.00).
 - (c) Interior Demolition:
 - (1) Residential districts: Three hundred dollars (\$300.00), in conjunction with a building permit.
 - (2) Non-Residential districts: Six hundred dollars (\$600.00), in conjunction with a building permit.
 - (d) In-Ground Pools:
 - (1) Residential districts: One hundred dollars (\$100.00).
 - (2) Non-Residential districts: One hundred fifty dollars (\$150.00).
 - (e) Underground storage tanks / vessels (Not gasoline/service station related):
 - (1) Residential districts: One hundred dollars (\$100.00).
 - (2) Non-Residential districts: One hundred fifty dollars (\$150.00).

11. Accessory Structure / Temp Use (Commercial/Nonresidential) Review Fee:

(a) Outdoor sales / tents, etc.: One hundred fifty dollars (\$150.00).

(b) Outdoor seating, per year: Fifty dollars (\$50.00).

12. Foundation Stabilization:

(a) Residential districts: One hundred dollars (\$100.00).

(b) Non-Residential districts: One hundred fifty dollars (\$150.00).

13. Grading/Fill Permits:

(a) Residential districts: One hundred dollars (\$100.00).

(b) Non-Residential districts: One hundred fifty dollars (\$150.00).

(c) Pond / Stream Bank Stabilization: One hundred dollars (\$100.00).

14. Minimum Permit Fee for any Permit (Not Otherwise Specified Above):

(a) Residential districts, Attached/Detached (Townhouses, Duplexes, Condo Unit): One hundred twenty-five dollars (\$125.00).

(b) Residential districts, Including Multi-Family Residential Common Areas: Two hundred fifty dollars (\$250.00).

(c) Non-Residential districts: Two hundred fifty dollars (\$250.00).

15. Construction Water:

(a) Residential: Two hundred dollars (\$200.00).

(b) Commercial: Three hundred dollars (\$300.00).

16. Water Tap Final Inspection:

(a) Residential:

(1) Initial: One hundred twenty-five dollars (\$125.00).

(2) Re-inspection: Seventy-five dollars (\$75.00).

(b) Commercial / Non-Residential:

(1) Initial: Two hundred fifty dollars (\$250.00).

(2) Re-inspection: One hundred fifty dollars (\$150.00).

17. Public Right-of-Way and/or Easement Work: One hundred twenty-five dollars (\$125.00).

18. Photometric Plan review:

(a) Residential: One hundred dollars (\$100.00).

- (b) Commercial: One hundred fifty dollars (\$150.00)

19. Site Development Plans:

- (a) An examination and review fee for the following categories of plans to be determined as follows:
 - (1) Site Plans:
 - (a) Six hundred dollars (\$600.00) per acre
 - (b) With a minimum fee of one thousand two hundred fifty dollars (\$1,250.00).
 - (2) Landscape Plans, Including Tree Preservation Plans, Screening Plans, Etc.:
 - (a) Six hundred dollars (\$600.00) per acre
 - (b) With a minimum fee of one thousand two hundred fifty dollars (\$1,250.00).
 - (3) Photometric Plans, Including Site Lighting Plans:
 - (a) Three hundred dollars (\$300.00) per acre,
 - (b) With a minimum fee of six hundred dollars (\$600.00).
 - (4) Grading Plans, Not Including the Installation of Utilities or Any Other Site Improvements:
 - (a) Three hundred dollars (\$300.00) per acre,
 - (b) With a minimum fee of six hundred dollars (\$600.00) per acre.
 - (5) Utility Extension Plans, Including Water Mains, Sanitary Sewers or Storm Sewers:
 - (a) Two dollars and fifty cents (\$2.50) per lineal foot of pipe,
 - (b) With a minimum fee of six hundred dollars (\$600.00).
 - (6) Site Engineering Plans:
 - (a) One thousand two hundred fifty dollars (\$1,250.00) per acre.
 - (b) with a minimum fee of two thousand five hundred dollars (\$2,500.00).
- (b) 2nd and subsequent plan reviews shall be assessed based upon 50% of the initial fee.
- (c) All site development plan review submittals shall be accompanied by a fee calculated under the assumption that two (2) reviews will be performed.

20. Commercial Underground Gasoline Pumps:

- (a) Install New U/G Tanks, Per tank: Six hundred dollars (\$600.00)
- (b) Install New Gasoline Disp. Pumps, per: Three hundred dollars (\$300.00)
- (c) Alterations to Existing Gasoline Disp. Pumps, per: Two hundred dollars (\$200.00)
- (d) Alt's to Existing Gasoline Disp. Pump Base, per Island: Two hundred dollars (\$200.00)

- (e) Alteration or replacement of underground gasoline pump lines: Two hundred fifty dollars (\$250.00).
- (f) Removal & Replacement of Existing U/G Tanks: Two thousand dollars (\$2,000.00).
- (g) Removal of U/G Tanks, per: Three hundred dollars (\$300.00)

21. Plus, all Applicable Bonds (See 4-2-7 for Fees Schedule)

22. Plus, all applicable Review & Inspection Fees, one hundred dollar (\$100.00) minimum unless otherwise included above.”

SECTION 2: Any ordinance or portion of any ordinance in conflict with the provisions of this ordinance, is hereby repealed solely to the extent of such conflict.

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SECTION 3: This Ordinance shall be in full force and effect on January 1, 2024 and upon and after its passage and approval and publication in the manner provided by law.

PASSED and APPROVED this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

ORDINANCE NO. 23-O-__

**AN ORDINANCE AMENDING SECTION 3-9-18 ENTITLED “PENALTIES” OF
CHAPTER 9 ENTITLED “HOTELS; ROOMING HOUSES” OF TITLE 3 ENTITLED
“BUSINESS REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Section 3-9-18 entitled “Penalties” of Chapter 9 entitled “Hotels; Rooming Houses” of Title 3 entitled “Business Regulations” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, as amended, is hereby further amended to read as follows:

SECTION ONE: SECTION 3-9-18 – PENALTIES:

“3-9-18 - PENALTIES:

Any person found guilty or liable of a violation of this chapter by a court or other adjudicative body shall be guilty of a business offense and shall be fined in an amount not less than four hundred dollars (\$400.00) and not more than one thousand dollars (\$1,000.00) for each violation. Each day that a violation is found to exist shall constitute a separate offense. Any hotel, motel or rooming-house licensee found by a court or other adjudicative body to have violated the prohibition set forth in Section 3-9-12 of this Chapter, shall be fined one thousand dollars (\$1,000.00) for each such violation.”

SECTION TWO: Any ordinance or portion of any ordinance in conflict with the provisions of this Ordinance is hereby repealed solely to the extent of said conflict.

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SECTION THREE: This Ordinance shall be in full force and effect ten (10) days from and after its passage and approval and publication in the manner provided by law.

PASSED and **APPROVED** this 18th day of December, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk