

# VILLAGE OF STICKNEY

6533 West Pershing Road  
Stickney, Illinois 60402-4048  
Phone - 708-749-4400  
Fax - 708-749-4451



Kathleen Fuentes  
Mitchell Milenkovic

Village Trustees  
Mary Hrejsa  
Sam Savopoulos

James Lazansky  
Jeff White



Deborah E. Morelli  
Village President

Kurt Kasnicka  
Village Treasurer

Audrey McAdams  
Village Clerk

## REGULAR MEETING BOARD OF TRUSTEES

Tuesday, April 5, 2016

7:00 p.m.

### Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Approve Resolution 06-2016, "A Resolution Authorizing and Approving a Certain Agreement with Commonwealth Edison for the Village of Stickney"
7. Board Discussion Concerning Lease Agreements with MWRD, SprintCom and Verizon
8. Report from the Mayor
9. Report from Clerk
10. Trustee Reports/Committee Reports
11. Reports from Department Heads
12. Public Comment
13. Motion to Adjourn to Closed Session
  - a. Discussion regarding Steven Almarsi v. Village of Stickney; Filed and Pending litigation (Consideration of this matter held in Closed Meeting/Executive Session Pursuant to 5 ILCS 120/2 (c)(11)(2014)).
  - b. Discussion Regarding Commonwealth Edison v. Cook County Board of Review; Filed and Pending Litigation Pursuant to Section 2 (c)(11) of the Open Meetings Act. 5 ILCS 120/2(c)(11)(2014)
  - c. Discussion Regarding Kornerstone Properties LLC v. Cook County Board of Review; Filed and Pending Litigation Pursuant to Section 2 (c)(11) of the Open Meetings Act. 5 ILCS 120/2(c)(11)(2014)
14. Motion to Return to Open Session
15. Adjournment

Posted March 31, 2016

March 16, 2016

State of Illinois  
County of Cook  
Village of Stickney

The Board of Trustees of the Village of Stickney met in regular session on Wednesday, March 16, 2016 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present:  
Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Trustee White moved, duly seconded by Trustee Savopoulos, to approve the minutes of the previous regular session on Tuesday, March 1, 2016.

Just after Trustee White moved to approve the minutes, Mayor Morelli announced that she had something to say. She read the following text: TO: TRUSTEES AND VILLAGE CLERK RE: MINUTES OF MARCH 1, 2016

"I will not accept Ordinance 2016-07 or approve the March 1, 2016 meeting minutes. As President of the Village of Stickney, I am the Chair of all regular and special meetings. Only the Chair rules upon a point of order. Only after the Chair rules is the motion asked, 'should the decision of the chair be sustained?' Instead of allowing the Chair to rule, Trustee White improperly sought to overrule the Chair. Also, even if the motion were proper, Trustee Fuentes voted Aye and the Chair is also entitled to vote. Trustee White was not the Chair of the March 1, 2016 session and had no right to declare that the Ordinance passed or his ruling on the point of order was sustained. Only the Chair has the power to decide the results of voting. Because the Chair is the one that decides if any such motion passed, not Trustee White, before any vote was decided, Trustee Fuentes indicated she did not understand what was on the table and changed her vote to Aye. A voting member can change his or her vote at any time until the vote is finalized and announced by the Chair. As such, Trustee Fuentes voted Nay to passage of the Ordinance 2016-07. Also, Robert's Rules of Order are merely procedural rules that cannot supersede the Illinois Municipal Code. The Trustees cannot vote to take power away from the President. The Illinois Municipal Code only allows for certain forms of government. Any attempt to take power away from the President must be accomplished by a referendum of the Village residents, not the Trustees. Also, Ordinance 2016-07 violates the Illinois Municipal Code. This Ordinance relies on Illinois Municipal Code section 5/3.1-30-5 (b), which states by Ordinance or resolution to take effect at the end of the current fiscal year, the corporate authorities, by a two-thirds vote, may discontinue any appointed office and devolve the duties of that office on any other municipal officer. The Illinois Municipal Code Section 1-1-2 (d) defines the corporate authorities as the president and trustees. Hence, I, as President, am entitled to vote. Also, the Illinois Municipal Code Section 3.1-40-30 provides that the President may vote 'where a vote greater than a majority of the corporate authorities is required.' Here, the vote needed is 2/3, which is greater than a majority. The Village of Stickney Code as Section 2-74 specifically cites both Illinois Municipal Code sections 65 ILCS 5/3.1-40-30 and 65 ILCS 5/3/1-45-5 for support. However, these Illinois Municipal Code sections make clear that the

President shall vote when a greater than a majority of the corporate authorities is required by the Illinois Municipal Code. As such, the Illinois Municipal Code takes precedence. No referendum was ever passed by the Village residents limiting the President's voting powers. As the Ordinance conflicts with Illinois law and the Stickney Municipal Code relating to the powers and duties of the President, including the right to appoint, I as Village President have a right to vote. Since I vote No and the vote was 4 to 3 which is not 2/3 or greater and Ordinance 2016-07 did not pass. I reserve the right to assert further objections." Sincerely, Deborah E. Morelli, Village President.

The clerk asked for a copy of the text that she read. She responded, "Yes, I will."

Trustee White said, "I would like to say that that vote was taken pursuant to sec. 2-74 of municipal code of the Village of Stickney." "I would ask that since you are vetoing our decision from the last meeting, I would like to ask that we have on the next agenda an opportunity to override your veto." Trustee Hrejsa asked, "This is a veto from the mayor today?" Trustee Fuentes responded, "That is not how I understood it." Trustee Lazansky added, "That is not how I understood it either." Trustee White then questioned, "How did you understand it?" "Maybe you could explain it to me." Trustee Lazansky then proceeded to say, "Basically she is saying that she has the right to vote and you have no right taking over her position." Trustee White responded, "I don't understand that." "I don't agree with that because I am going by the Village's code." Trustee Lazansky said that he just explained it to our trustee. Trustee White suggested that our Mayor explain what her position is on that. She read a lot of dots and dashes. Maybe there is a Reader's Digest version of what she just read. Mayor Morelli explained, "There was no veto that was mentioned with that." "I was saying that. . . ." Trustee White stated, "But you are not accepting what was passed by this board at the last meeting." "Is that what you are saying?" "The Mayor replied, "Yes." Village Attorney Del Galdo explained that we are on agenda item for approval of the minutes. He continued. "There was a lot said." The Mayor said, "There was nothing mentioned about a veto." Trustee Hrejsa said, "I thought it had to be a veto, I am sorry." At this point, Mayor Morelli read, "For these reasons I request that the board doesn't approve these minutes." "It is the minutes we are talking about."

Again, Trustee White moved, duly seconded by Trustee Savopoulos to approve the minutes of the March 1, 2016 meeting.

Trustee Fuentes said that she had some discussion. She said that she would like to add to the minutes that the clerk has no right to say whether a trustee has no right to vote. [The March 1, 2016 minutes state: Trustee Lazansky then asked if Trustee Fuentes could change her opinion? The clerk informed them that they cannot do that. The Village Attorney agreed.] Trustee White then said, "I gave you the opportunity to change your vote." Trustee Hrejsa added, "Yes we did." Trustee Fuentes said, "The clerk doesn't have the right to declare whether a vote was passed instead it is the chair's responsibility." She continued, "And, also therefore the clerk shall be limited to her statutory roll of merely recording proceedings." "It is not the job of the clerk to decide or give her opinions or comments in the minutes." Trustee White said, "I asked the clerk to record it at the last meeting." "I'm the one who asked her to do it." "We had no response from the mayor at that point." "She sat there." "She didn't say

anything." "She just sat there." "So when we had silence over and over and over again, I asked for that." "The same way I asked for the vote." "We just sat here, sat here, sat here." "The vote was taken." "You voted." "I know you didn't understand what you were voting on." "I made a motion to allow you to change your vote." "Because I don't believe that vote was needed to pass this." Trustee Fuentes said, "I am not disputing that." "I am disputing the clerk gives issues, opinions and comments in the minutes." Trustee White said, "Right now we have a motion to approve the minutes." "That is what the motion is right now." "And, we have a second." The clerk interjected, "Were they verbatim?" Trustee Fuentes responded, "I didn't listen to the audio recording." The clerk again said, "But, they were verbatim." "Those are verbatim minutes." Trustee Fuentes said, "Your color commentary is not verbatim." "When someone exclaims, when someone adamantly said, you know." "Verbatim would be without adding a commentary." The clerk responded, "That would be a way of saying that someone is speaking." Trustee Fuentes added, "I think that you should be more direct in your minutes."

There was banter between the trustees at this point. The clerk asked the mayor if she was going to call for the roll call. Trustee Hrejsa asked, "What are we calling the roll call on?" Trustee Savopoulos explained, "The minutes." Village Attorney Del Galdo clarified, "There is a motion and a second to approve the minutes." "The mayor's statement and request that the minutes not be approved for the reasons she said." "There was a motion to approve them and a second and discussion by Trustee Fuentes." "Now there will be a roll call to either to vote yes to either approve the minutes as submitted by the clerk, or vote no to not approve them." "Yes, to approve, No, to not approve the minutes."

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Milenkovic, Savopoulos and White

Nays: Trustee Fuentes and Lazansky

Mayor Morelli declared the motion carried.

Village Attorney Del Galdo spoke to the mayor. The mayor said, "This was not an attempt at a veto." "This was motion to approve the minutes." Trustee White said, "Sorry, I misunderstood." Mayor Morelli replied, "Thank you."

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Milenkovic to accept the report from the Illinois Department of Revenue for sales tax collected for the month of December, 2015 indicating the sum of \$40,973.58.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Lazansky to accept the report from the Illinois Department of Transportation for the month of February, 2016 in the amount of \$14,908.36.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

At this point there was a presentation given by the Intergovernmental Risk Management Agency. They are the oldest insurance pool in the United States. They were founded in 1979. The presentation was given by Susan Garvey, Director of Legal Services and Dan LeTourneau, Director with Risk Management Services. We were given an extensive amount of information concerning risk managing that is covered by IRMA. In addition, an overview was provided on public official's liability. There was an explanation of state claims (Tort) or federal claims (civil rights violations). Instances were given concerning different issues and litigations. Handouts were given to the board.

Trustee Lazansky moved, duly seconded by Trustee Fuentes to grant permission to Misericordia to conduct their Jelly Belly Candy Days fundraising event April 29 and 30 in the Village of Stickney.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Fuentes moved, duly seconded by Trustee Savopoulos to grant permission to Stickney-Forest View Little League to hold their May 14, 2016 Annual Parade.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

**MAYOR'S REPORT:** No report

**CLERK'S REPORT:** The clerk addressed a statement that was given by resident Patrick Sleighter at the March 1, 2016 board meeting. He commented on the electric aggregation. The clerk referred the Resolution 08-2012 that was putting the referendum on the ballot. "Shall the Village of Stickney have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?" The referenda election results were 1,019 YES, 698 NO. She mentioned that this was open-ended. It doesn't mean that we have



to have a referendum every time we change aggregation companies. Trustee White explained that our contract will expire on March 16. Mr. Sleighter explained his previous statement from the March 1, 2016 meeting.

**TRUSTEES' REPORTS:** Trustee Hrejsa informed us that the Annual Easter Egg Hunt will take place on Saturday, March 19, 2016 at 9:30 a.m. at 40<sup>th</sup> and Grove. It is for children age zero to ten years old. The Easter Bunny will be there. Faith Community Church will be serving hot chocolate and cookies with Pastor Christopher Post will be reading to the children. Mount Auburn Cemetery will be conducting their Easter Egg Hunt at 10:30. The Stickney-Forest View Library will be having a program at 11:00 a.m. In addition, the next Parks & Recreation Meeting is on April 6, 2016 at 6:30 p.m.

Trustee Lazansky gave the police report for the month of February, 2016. The total number of calls for service; 1,471; Total number of E911 calls received; 342; Arrest by type: Traffic: 103; Village Ordinance Offences: 21; Warrants and Complaints: 5; Parking violations: 158; Total number of arrests/citations issued: 287; Total number of squad miles: 10,099; Total amount of gasoline used: 1,262.1; Average gas mileage/squad: 8.002.

Ordinance Activity Report for the month of February, 2016. Ordinance Investigations: 390; Business License Investigations: 9; Violation Notices Issued: 3; Miscellaneous Details: 174; S.L.O. Tickets: 1; Parking Citations Issued: 3; Tow Tag: 1;

Trustee Milenkovic wanted to acknowledge the passing of Lyons School District 103 school board member Mark Camasta. He was a great man. The Trustee worked with him for four years while serving on the board. He asked for a moment of silence.

Trustee Savopoulos announced that there will be a zoning board meeting on April 6, 2016 at 7:00 p.m. at the Village Hall. It has been published in the *Berwyn Life Newspaper*.

In addition, Trustee Savopoulos met with Public Works Supervisor Jeff Boyajian and ComEd. They have a program that replaces current street lights with LED lights. There is a savings of \$13,500.00 per year to go to LED. There is no cost to the village. He has an agreement that he will give to our counsel to review. He would like to have it on the next meeting agenda.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the treasurer's report for the month of December, 2015.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee White asked, "Who has the authority to put pictures on the web site?" "There was only one picture of himself on it and now it is gone." "It has been replaced." "I am just curious." "Who has the authority to put the pictures on?" The Mayor explained that there are just pictures and new ones come along." "They get put on there."

Trustee White mentioned, "You are on every picture that is on there." "I was on one picture and it was removed." The mayor asked, "Is that the picture at the race track?" Trustee Savopoulos told us, "I was in another picture that was removed." The mayor said, "I didn't know it was removed." Trustee Savopoulos asked the clerk, "Remember I asked you to put that picture on the web site." The clerk explained that she did. Trustee White asked, "Who has the authority to put pictures on the web site." The mayor told him, "There are a few of us." "That the clerk does and that she does." Trustee Savopoulos asked the clerk to find out why the picture was not on the web site. The clerk explained, "I was in communication with the person who posts things on the web site, his name is Nick." "He asked me where I wanted it to go." "He understood fully where I wanted it to go." "And, it didn't go on." Again Trustee White asked, "Are you the only two people who can put pictures on?" The mayor responded, "Ed had put some pictures on for Christmas." "Trustee White questioned, "Why would Ed have the authority to put pictures on there?" The mayor explained, "He just took some pictures and sent them to her." "And, I would send them on." "That is why we had all the Christmas pictures." Trustee White repeated that, "You are on every picture that is on there." "Every single picture." "We do have other trustees." The mayor replied, "We do have other trustees, but a lot of them don't participate in a lot of those pictures." Trustee White said, "If we participate, you don't like to put the pictures . . . ." The Mayor said, "That is not true." Trustee White responded, "It is true." The mayor claimed, "It was not an activity from the village." "It was at the Hawthorne race track." "It was their opening race night." "It was not an activity for the village." Trustee White said, "There were several people here who were decorating trees out here, but the only pictures on the web site you're in." The mayor replied, "That is because I was there working with the village people working on it." Trustee Fuentes informed Trustee White that there is a link on the web site that provides all the pictures that have ever been on the web site. The mayor stated, "There aren't many pictures on there." Trustee White mentioned, "There are six or eight pictures." She suggested, "If you have a picture you want put on there. . . ." Trustees White and Savopoulos stated, "We had a picture on there, somebody took it off." The mayor clarified, "It wasn't taken off." "There were new pictures that were added." Trustee White stated, "You said it was not a village activity." "That tells me that you took it off." Trustee Savopoulos made the point that, "A lot of the pictures on there are a lot older." The mayor explained, "They are just new pictures that were added." "That is how it went." Trustee White asked for clarification, "Who has the authority to add pictures." The mayor responded, "Audrey and I." Trustee White pointed out, "Mayor Tabor you are on there." He responded, "He doesn't have time to look on there." Trustee White told him to look at [Villageofstickney.com](http://Villageofstickney.com)

**DEPARTMENT REPORTS:** Police Chief Sladetz reported on the 911 consolidation dispatch. We are getting more support around the state. We can't get it off the books. We are just trying to get it reworded so it is a little more friendly for departments such as ours. He used an example of consolidated dispatch for southern Illinois that still to this day do not have 911 dispatches. That is great for them. It is a nightmare for us. It will jeopardize efficiency. They are to have a meeting with Barbara Flynn Currie who sponsored this bill. A lot of these people didn't even know what was in the bill. Everyone thought it was a mining bill. There was law enforcement things stuck in the middle of the bill. They are expecting to meet with her on Thursday along with other key people. Audience member, Lea Torres asked if

there was a deadline. The Chief answered that it has to be up-and-running by July of 2017. It is impossible. Trustee Hrejsa asked the clerk to explain the information she obtained at the West Central Municipal Conference Legislative meeting. The clerk explained that Representative Michael Zalewski suggested that we contact everyone in the General Assembly. On April 6, there is a lobby day. The Police Chief admitted that he is going. The Representative admitted that they want to extend it out one year. He said that they want to make changes. In some cases, they didn't know what they were voting on. The clerk recommended that they lobby. She offered to help write letters for the cause. We have to do this.

Trustee White mentioned that the Life Source Blood Drive is on Wednesday, March 23, 2016.

Fire Chief Larry Meyer reported that the ladder truck had another breakdown due to the ladder not being able to be raised. Repairs are in process. We were informed that it is a 1997 truck. He is letting us know that there will be more problems down the road. The life of a truck like this is 25 years.

Last week we had three serious power issues. Com Ed has to show up to repair this. There was a small garage fire on Clinton. The garage was filled with commercial lawn-care equipment. They had to break down the door. It took place during the day.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Fuentes that the meeting be adjourned. Upon which the Board adopted the motion at 8:13 p.m.

Respectfully submitted,

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Audrey McAdams, Village Clerk

Approved by me this       day of       , 2016

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Deborah E. Morelli, Village Mayor



**RESOLUTION NO. 06 -2016**

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH  
COMMONWEALTH EDISON FOR THE VILLAGE OF STICKNEY**

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and wellbeing of Village residents and protecting the environment; and

**WHEREAS**, Commonwealth Edison ("ComEd") has provided a Smart-Ready LED Street Lighting Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions whereby ComEd will replace existing ComEd owned street light fixtures with Smart-Ready LED street lights; and

**WHEREAS**, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve agreements with substantially the same terms as the terms of the Agreement; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:**

**SECTION 1: RECITALS.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2: PURPOSE.** The purpose of this Resolution is to authorize the President or her designee to enter into the Agreement whereby ComEd will replace existing ComEd owned street light fixtures with Smart-Ready LED street lights and to further authorize the President or his or her designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes and directs the President or his or her designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his or her designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed

to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable, the same is hereby waived.

**SECTION 4. HEADINGS.** The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**SECTION 5. SEVERABILITY.** The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6. SUPERSEDER.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7. PUBLICATION.** A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Deborah Morelli, President

ATTESTED AND FILED in my  
office this \_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
Audrey McAdams, Village Clerk

## EXHIBIT A

# Smart-Ready LED Street Lighting Agreement

## PROGRAM PARTICIPATION AGREEMENT

The Smart-Ready LED Street Lighting Program ("the Program") replaces existing Commonwealth Edison ("ComEd") owned street light fixtures (mercury vapor and high pressure sodium), located in participating municipalities, with Smart-Ready LED street lights.

This Smart-Ready LED Street Lighting Agreement ("Agreement") is entered into by and between ComEd and the Village of Stickney ("Customer"). ComEd and the Customer are sometimes referred to herein individually as a "Party", and collectively as the "Parties."

### PROGRAM TERMS AND CONDITIONS

1. **Program Effective Dates.** This Agreement shall be effective upon execution by both Customer and ComEd, and shall terminate on or before May 31, 2017.
2. **Customer Eligibility.** Customer is an existing municipal customer of ComEd that receives a fixture included street light rate. (Note: Customer may take electric energy from a company other than ComEd as long as Customer is obtaining delivery service from ComEd.) The fixture included street light rate is set forth in Table 1, attached hereto, and which is made a part hereof.
3. **Project Timeline.** Following the execution of the Agreement, ComEd will work with the municipality to establish a schedule for the installation of the LED street light fixtures.
4. **Customer Charges.** The change from the existing fixtures to a smart ready fixture will change the cost of the Fixture-Included Lighting Delivery Service Charge as well as energy cost to operate the fixtures. The estimated fixture included costs and estimated energy cost comparison of the existing street lights to LED street lights is provided in Table 1 hereto.

There is also a customer charge for the replacement of the fixtures and this charge will be offset by an Energy Efficiency credit equal to the customer replacement charge. Effectively, the customer will not incur any out of pocket costs to replace the fixtures.

5. **Customer Obligations.**
  - 5.1. Customer must support ComEd, as requested, with access to the system and facilities, and municipal work permits as required to support the installation LED street light fixtures.



## Smart-Ready LED Street Lighting Agreement

- 5.2. Customer will be the point of contact for any resident concerns related to the installation of the LED street lights and will work with ComEd to resolve concerns raised by residents of the municipality.
6. **ComEd Obligations.**
- 6.1. ComEd will replace all existing ComEd owned Mercury Vapor (MV) and High Pressure Sodium (HPS) street lights that have an LED equivalent, subject to the current fixture included rate agreement, with new, lower wattage smart-ready LED street lights.
- 6.2. ComEd, through the state mandated energy efficiency programs, will provide a credit to the Customer in an amount equal to the cost to the Customer to replace the existing street light fixtures in the municipality. The cost of the replacement of the existing street light fixtures will be documented in a separate Customer Work Agreement developed for the street light fixture replacement.
7. **Limitations of Liability.**
- 7.1. Customer shall independently evaluate any advice or direction given by ComEd related to the adjustment of LED street light illumination levels. IN NO EVENT WILL ComEd, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS BE LIABLE FOR THE OPERATION OF CUSTOMER'S FACILITIES OR FIXTURES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF ANY FUNCTIONS OR TESTING UNDER THIS AGREEMENT.
- 7.2. ComEd shall indemnify, defend and save harmless the Customer and, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to the joint negligence of the Village and contractors, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of ComEd, its officers, agents and/or employees arising out of, or in performance of, any of the provisions of this Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other applicable law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Customer

## Smart-Ready LED Street Lighting Agreement

and, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. ComEd shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**8. Disclaimer:** ComEd does not guarantee that certain energy savings will be achieved and does not make any warranties associated with the measures implemented under the Program. ComEd has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors pursuant to the Program. The Customer shall be entitled to the energy cost savings realized by the Customer that result from the installation of LED street light fixtures within the Customer's corporate limits. In consideration of the services provided by ComEd as part of the Program, the Customer agrees that ComEd is entitled to 100% of the rights and benefits associated with the measures, including without limitation PJM products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and customer waives, and agrees not to seek, any right to the same.

**9. Attorneys' Fees.** If litigation is commenced by either Party to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees at the trial, on appeal, and on any petition for review.

**10. Entire Agreement/Modification.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both Parties. To the extent any of the terms of this Agreement are deemed to conflict with the terms of the Franchise Agreement between ComEd and Customer, the terms of the Franchise Agreement shall control while both Agreements remain in effect.

**11. Disputes/Governing Law.** This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Illinois. Any litigation between the Parties shall be prosecuted only in the state or federal courts of the State of Illinois.

### BY SIGNING BELOW:

The Customer has read and accepts the terms and conditions of this Smart-Ready LED Street Lighting Agreement, and agrees to participate in the Smart-Ready LED Street Lighting Program.

# Smart-Ready LED Street Lighting Agreement

**Customer**

**ComEd**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

## Villager of Stickney

[illegible]

Annual Cost Savings	\$13,532.58
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"Smart Ideas" Energy Efficiency program is funded by ComEd customers in compliance with Illinois law.

## Protecting Our Water Environment

### Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611 3154 312.751.5600

**David St. Pierre**  
Executive Director

312.751.7900 f: 312.751.7926  
david.stpierre@mwr.org

March 9, 2016

#### BOARD OF COMMISSIONERS

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*President*  
Barbara J. McGowan  
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David J. Walsh

The Honorable Deborah Morelli  
Village of Stickney  
6533 Pershing Road  
Stickney, Illinois 60402-4048

Re: Treated Effluent Water Line

Dear Mayor Morelli:

Thank you for allowing me the opportunity to address your Board of Trustees on March 1<sup>st</sup> with a view toward allaying the Village's concerns and permitting this exciting project to go forward. It is always good to see you and the Village Trustees.

My staff will be forwarding a revised Intergovernmental Agreement (IGA) to Village Attorney Mike Del Galdo in the near term for your review and discussion. I am confident that the proposed IGA will meet with your approval.

On the matter that you kindly brought to my attention, my staff has prepared a Transmittal Letter for our Board Meeting of March 17<sup>th</sup> in resolution of the Verizon and SprintCom matters whereby we will request our Board to issue non-exclusive easements to the two firms. Thereafter, construction of the antennae shall be at the Village's discretion.

As always, please contact me if you have any questions or concerns.



Warm regards,

A handwritten signature in black ink, appearing to read 'D St Pierre'.

David St. Pierre

/nm

cc: Catherine A. O'Connor  
Ronald M. Hill





**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

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1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 – Facsimile (708) 222-7001  
www.dlglawgroup.com

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**• MEMORANDUM •**

**TO: THE HONORABLE BOARD OF TRUSTEES  
THE HONORABLE MAYOR MORELLI**  
**FROM: DEL GALDO LAW GROUP, LLC**  
**DATE: MARCH 28, 2016**  
**SUBJECT: VERIZON AND MWRD OFFERS**

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The Village of Stickney, Illinois (the “Village”) and the Metropolitan Water Reclamation District (the “MWRD”) previously entered into a long term lease agreement (the “Agreement”) for certain land owned by the MWRD (the “Premises”). Verizon Wireless (“Verizon”) has expressed an interest in installing certain telecommunications equipment (the “Equipment”) on the Premises. To that end, Verizon has proposed the following options to sub-lease the Premises or a portion thereof:

**Offer A**

Beginning Monthly Rent: \$3,500.00, to commence at the start of installation of the Equipment on the Premises (\$42,000 annually)  
Escalator: 10% per five-year term, after the initial five year term  
Renewal Options: Four renewal periods, for a total of twenty-five years

**Offer B**

Beginning Monthly Rent: \$3,400.00, to commence at the start of installation of the Equipment on the Premises (\$40,800 annually)  
Escalator: 2% annually  
Renewal Options: Four renewal periods, for a total of twenty-five years  
Signing Bonus: \$1,500

The MWRD seeks a resolution to the easement agreements needed for both Verizon and Sprintcom as sub-tenants of the Village, as described in its letter to the Village dated March 9, 2016 (attached). The MWRD previously proposed an easement fee for Verizon’s sublease in the amount of \$2,500 per month (\$30,000 per year). During the initial term of the proposed Verizon sublease, this would have left approximately \$900 to \$1000 to the Village as rent due from Verizon.

As of March 25, 2016, the MWRD reevaluated its position, and has now offered to provide a 25 year easement for Verizon’s access to the Premises in the amount of \$5,000 annually. During the initial term of the proposed Verizon sublease, this would leave approximately \$35,800 to \$37,000 to the Village as rent due from Verizon.

Further, the MWRD has also proposed granting a 25 year easement to SprintCom for its use of the Premises. MWRD has determined to charge SprintCom \$10.00 for said easement. This would also resolve issue regarding potential back payments from the Village for SprintCom's prior and continuing use of the Premises. The MWRD will provide the SprintCom easement agreement to the Village for its approval.

The MWRD has stated that any future easements to the Premises for sub-tenants will be evaluated on a case-by-case basis.

Please advise us as to how the Village would like to proceed on the Verizon sublease and the MWRD easement agreements for both Verizon and Sprintcom.

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