

**RESOLUTION NO. 16-25**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A REBATE AGREEMENT BETWEEN THE VILLAGE OF MANTENO AND THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY FOR A QUALIFYING ENERGY EFFICIENCY PROJECT**

BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, as follows:

**Section 1**

The rebate agreement, in substantially the same form as attached hereto, between the Village of Manteno and the State of Illinois Department of Commerce & Economic Opportunity, is hereby approved and incorporated herein as a part of this Resolution.

**Section 2**

Section 3. The President is hereby authorized and directed to execute the rebate agreement and do all things necessary to implement the purposes thereof.

**Section 3**

This resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED by the Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 21<sup>st</sup> day of February, 2017.

DEPOSITED with the Village Clerk  
this 21<sup>st</sup> day of February, 2017.

  
ALISA BLANCHETTE, Village Clerk

APPROVED by me this 21<sup>st</sup>  
day of February, 2017.

  
TIMOTHY O. NUGENT, Village President



**Illinois**  
**Department of Commerce**  
& Economic Opportunity  
**OFFICE OF ENERGY & RECYCLING**

Bruce Rauner, Governor

**Notice to Proceed**

Mr Jim Hanley, Superintendent  
Village of Manteno  
98 E. Third St.  
Manteno, IL 60940-1204

February 01, 2017

Re: 9811 Village of Manteno

Dear Mr Hanley:

The Illinois Department of Commerce & Economic Opportunity ("Department") is in receipt of your Public Sector Energy Efficiency Pre-Approval Application for the Village of Manteno energy efficiency Led Street Lighting project. Your application has been reviewed and was found to meet all the necessary requirements to proceed with the proposed project. Please refer to Application #9811 for all correspondence regarding this project.

This letter will serve as your formal **Notice to Proceed** for this project. We have reserved funds for your project, estimated to be **\$132,581.92** and they will be held until May 8, 2017. Equipment installation must be completed and all documentation must be submitted to the Department for final review and approval. It is your responsibility to verify that all equipment meets the required specifications. Your facility may be selected for a verification site visit.

Upon project completion, please indicate your agreement with these terms by completing and submitting:

- Rebate Agreement: Pages 1 through 9
- Attachment A: Pre-Approval Forms (as included here in Attachment A); and
- Attachment B: Insert the Final Certification Forms and required documents in place of the blank forms as listed in the Application Checklist, last page of this document.

To save resources, scan all documents into a single PDF and submit electronically to [rajiv.narielwala@illinois.gov](mailto:rajiv.narielwala@illinois.gov). If electronic submission is not possible, mail documents to my attention at Department of Commerce & Economic Opportunity, IL Energy Now, 500 E. Monroe Street, 11<sup>th</sup> Fl., Springfield, IL 62701. If you have any questions, please contact me by email or at 217.557.5662.

Sincerely,

A handwritten signature in black ink that reads "Rajiv Narielwala".

Rajiv Narielwala  
Illinois Energy Now Programs



**Illinois**  
**Department of Commerce**

& Economic Opportunity

**OFFICE OF ENERGY & RECYCLING**

Bruce Rauner, Governor

**STATE OF ILLINOIS**  
**DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY**

**REBATE AGREEMENT # 502**

**Whereas**, the Illinois Department of Commerce & Economic Opportunity (“Department”) is a Department of the State pursuant to the Civil Administrative Code, 20 ILCS 5/5-10, and is authorized under the Energy Conservation and Coal Development Act, 20 ILCS 1105/3 et seq., as amended and supplemented, to administer on behalf of the State any energy programs and activities under federal law, regulations or guidelines, and is specifically authorized under the Public Utilities Act, 220 ILCS 5/8-103 and 104 , as amended and supplemented to administer a portion of the Illinois Energy Efficiency Portfolio (“EEP”); and

**Whereas**, the EEP sets certain statutory requirements to meet incremental annual energy savings goals, procure a minimum percentage of the portfolio from local government, schools, and community colleges, and target low income households proportionate to their share of annual utility revenues; and

**Whereas**, Village of Manteno (“Entity”) has submitted an application that has been reviewed and was found to meet all the necessary requirements set forth in the Department’s Public Sector Energy Efficiency Program (“PSEEP”) Guidelines and Application; and

**Whereas**, the Department is in receipt of Entity’s PSEEP application/notice of intent to install a qualifying energy efficient project that produces electricity and/or natural gas savings through efficiency improvements in buildings, equipment, or process;

**THEREFORE**, each party enters into this Rebate Agreement (“Agreement”) to set forth their respective responsibilities relative to the rebate described herein, and hereby agree as follows:

1. **Requirements**

The Entity agrees to comply with all local, state, and federal laws and regulations applicable to the provision of services under this Agreement. The Entity shall do the following:

- A. complete the project tasks and meet the applicable specifications as outlined in the PSEEP Application;
- B. allow the Department to verify compliance with the performance under the provisions of this Rebate Agreement, and grant permission to person or institutions to release information requested by the Department;
- C. provide any additional documentation as requested by the Department; and
- D. the Entity must submit a status report within 90 days from the date of this Rebate Agreement that delineates the completeness of the project tasks as outlined in the application. No status report will be necessary if the Entity has submitted the payment request/certification form pursuant to Section 4 of this Agreement.

The Department agrees to reserve funds necessary to make the payment pursuant to Section 4 of this Agreement for the term specified below. The payment will be made once the Department is satisfied that the project tasks in Attachment B have been completed, and that all documentation required by this Agreement has been submitted and approved by the Department.

2. **Commitments**

The Entity agrees that all warranties and representations made by the Entity in the application (Attachment B and this Agreement) are true, accurate and complete for the term of the Agreement, and that should any warranty or representation prove to have been incorrect when made in any material respect it will constitute a default of this Agreement.

3. **Term**

The term of this Agreement shall begin on July 1, 2016, and shall terminate on or before May 31, 2017. As authorized under the Public Utilities Act, eligible prior incurred costs that advance efficiency measures as indicated on the pre-application are payable under the terms of this agreement.

4. **Payment**

The amount of the rebate for services shall not exceed \$150,000.

To receive payment, the Entity must be approved by the Department and submit final documentation by **May 8, 2017**. Examples of the final documentation, including the payment request, final certification and forms are attached hereto as **Attachment B**.

5. **Availability of Appropriation; Sufficiency of Funds**

This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to the Recipient of any such funding failure and its election to terminate or suspend this Notice to Proceed as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

6. **Grant Funds Recovery Act (30 ILCS 705/1 et seq.)**

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any grant funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the grant funds, any interest earned on grant funds that is not expended or legally obligated during the term of this Agreement must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Entity agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any grant funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

Any rebate agreements in excess of \$25,000 require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.

7. **Notices**

Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in this section by any of the following means: (a) personal service, (b) electronic communication, (whether by email [illinois.energy@illinois.gov](mailto:illinois.energy@illinois.gov) or fax 217/785-2618), (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any document submitted pursuant to this Agreement must contain original signatures. Each party to this Agreement, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

To Department:

Illinois Department of Commerce  
& Economic Opportunity  
500 East Monroe St.  
Springfield, Illinois 62701

Attn: Rajiv Narielwala

To Entity:

Village of Manteno  
98 E. Third St.  
Manteno, IL 60940-1204

Attn. Jim Hanley

8. **Entire Agreement**

This Agreement, including attachments, constitute the entire agreement between the Parties and shall supersede any and all prior agreements regarding the subject matter hereof.

9. **Applicable Law and Severability**

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

9. Drug Free Workplace (30 ILCS 580/1 et seq.)

The Entity certifies that:

- A)  It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.
- B)  That the purpose of this grant is to fund solid waste reduction.
- C)  It is a Corporation, Partnership, or other entity (other than an individual) with 25 or more employees at the time of execution of this Agreement, or
- D)  That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this rebate is five thousand dollars (\$5,000.00) or more, the Entity is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Entity must comply with the terms of said Act.

If the Entity is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

**WHEREFORE**, each party hereby executes this Agreement by their authorized representatives. Entity's execution of this Agreement shall serve as its certification under oath that Entity has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Entity shall be bound by the same. Entity acknowledges that the individual executing this Agreement is authorized to act on the Entity's behalf. Entity further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

DEPARTMENT OF COMMERCE &  
ECONOMIC OPPORTUNITY

Village of Manteno

By:

Sean McCarthy, Acting Director

Date

By:

Authorized Signatory

Printed Name

Title

Date

*Timothy O. Nugent*

TIMOTHY O. NUGENT

Mayor

2-22-2017

TIN Certification

Under penalties of perjury, the undersigned certifies on behalf of the Entity that the name and taxpayer information number and legal status listed below are correct:

Name: Village of Manteno

Taxpayer Identification Number:

SSN/FEIN: 366005980

Legal Status:

- Individual
- Estate or Trust
- Sole Proprietor
- Pharmacy - Non-corporate
- Partnership/Legal Corporation
- Nonresident Alien
- Corporation
- Pharmacy/Funeral Home/Cemetery Corp
- Not For Profit Corporation
- Tax Exempt
- Medical Corporation
- Governmental
- Limited Liability Company (select applicable tax classification)
  - C – Corporation
  - P – Partnership
  - D – Disregarded Entity

Approved by:

Timothy O'Keefe  
(Signature)

TIMOTHY O. NOGENT  
(Printed Name)

Title MAYOR

Date: 2-22-2017