

Resolution No. 38-14

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, TO APPROVE STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY REBATE
AGREEMENT #373**

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State.

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

Section 1. That the State of Illinois Department of Commerce and Economic Opportunity Rebate Agreement #373, with related documents, attached hereto and made a part hereof, are hereby approved and the Village Administrator is hereby authorized to execute and deliver said Agreement and related documents on behalf of the Village.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 1st day of Dec, 2014, pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Gorman, Skillicorn, Selep and Wood

NAYS: Ø

ABSENT: Trustee Ruffalo

APPROVED this 1st day of Dec, 2014


Lael Miller, Village President

Attest: Heather Maieritsch
Heather Maieritsch, Village Clerk



**Illinois
Department of Commerce
& Economic Opportunity**

Pat Quinn, Governor

Notice to Proceed

November 10, 2014

Robert Skurla
Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118-1311

RE: Application 410 Village of East Dundee

Dear Mr. Skurla:

The Illinois Department of Commerce and Economic Development ("Department") is in receipt of your FY 2015 Solar and Wind Energy Rebate application to install a solar energy system at 115 East Third St., East Dundee, IL. Your application has been reviewed and was found to meet all the necessary requirements to proceed with the proposed project. Please refer to Application #410 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 **\$30,000.00**. The project completion date should occur within 120 days from the date of this letter. 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 (remember to do items 1-4 from Application Checklist at the back of this document),
- Attachment A: Pre-Approval Forms (as included here in Attachment A), and
- Attachment B: Insert the Final Application Forms and required documents (as listed in the Application Checklist, items 5-10) in place of the blank forms.

Please be advised that final documentation must include the required FY 2015 Program Year documents (see Appendix C of Solar and Wind Rebate Program guidelines).

www.ildceo.net

500 East Monroe
Springfield, Illinois 62701-1643
217/782-7500 • TDD: 800/785-6055

100 West Randolph Street, Suite 3-400
Chicago, Illinois 60601-3219
312/814-7179 • TDD: 800/785-6055

2309 West Main, Suite 118
Marion, Illinois 62959-1180
618/997-4394 • TDD: 800/785-6055



**Illinois
Department of Commerce
& Economic Opportunity**

Pat Quinn, Governor

To save resources, please scan and email the rebate agreement and final documentation to me at ceo.rerp@illinois.gov. If electronic submission is not possible, please mail to my attention at the Illinois Department of Commerce and Economic Opportunity, Illinois Energy Office, 500 E. Monroe Street, Springfield, IL 62701. If you have any questions or require any additional information, please feel free to contact me by telephone at (217)785-3420 or by email at ceo.rerp@illinois.gov.

Sincerely,

Wayne Hartel

Wayne Hartel
Renewable Energy Resources Program

www.ildceo.net

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& Economic Opportunity**

Pat Quinn, Governor

STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

REBATE AGREEMENT # 373

Whereas, the Illinois Department of Commerce and Economic Opportunity (Department) is a public agency of the State, as defined under the Act, and is authorized under the Renewable Energy, Energy Efficiency, and Coal Resources Development Law of 1997, 20 ILCS 687/6-1 et seq., to administer on behalf of the State the Renewable Energy Resources Program ("RERP"); and

Whereas, the RERP is administered by the Department to encourage utilization of renewable energy and support economic development in the State of Illinois; and

Whereas, Village of East Dundee (Entity) has submitted an application that has been reviewed and was found to meet all the necessary requirements set forth in the Department's Renewable Energy Resources Program Guidelines and Application; and

Whereas, the Department is in receipt of Entity's Solar and Wind Energy rebate application/notice of intent to install a qualifying renewable energy project that produces electricity or thermal energy to meet a portion of the individual's or entity's own energy needs;

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 Solar and Wind Energy Rebate Application, attached hereto as **Attachment A**.
- 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 120 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 Rebate 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 A 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 A) 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, 2014, and shall terminate on or before June 30, 2015. 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 **\$30,000.00**.

To receive payment, the Entity must be approved by the Department and submit final documentation by **May 31, 2014**. The applicant must submit a copy of the installer's written certification that the system has been installed and is operating in accordance with local, state, and federal codes. This submission must also include copies of all sales invoices/receipts showing the purchase price and amount paid by applicant for the solar or wind energy system, serial numbers from the equipment, and a digital picture(s) of the completed system. Examples of the final documentation, including the payment request and the final application are attached hereto as **Attachment B**.

Obligations of the Department under this Agreement will cease immediately without penalty of further payment being required if in any fiscal year sufficient funding is not available to implement the RERP pursuant to the Public Utilities Act.

5. 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 Entity agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee 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.

6. 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 ceo.rerp@illinois.gov or fax 217/785-2647), (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
and Economic Opportunity
500 East Monroe St.
Springfield, Illinois 62701

Attn: Wayne Hartel

To Entity:

Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118-1311

Attn: Robert Skurla

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and shall supersede any and all prior agreements regarding the subject matter hereof.

8. 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 588/1 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 execute 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
AND ECONOMIC OPPORTUNITY

Village of East Dundee

By:

Adam Pollet, Director

Date

By:

Robert J. Skarla
Authorized Signatory

Robert J. Skarla
Printed Name

Village Administrator
Title

December 2, 2014
Date

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 East Dundee

Taxpayer Identification Number:

SSN/FEIN: 36-6005871

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:

(Signature)

(Printed Name)

Title _____

Date: _____

Attachment A
(See Following Pages)

APPENDIX A
Illinois Department of Commerce and Economic Opportunity
FY2015 Solar and Wind Energy Rebate Program
Application Cover Page

Applicant Information:

Legal Name of Applicant	SSN or FEIN
Applicant address (include 9 digit zip code)	County
Project address (if different from above)	County
Telephone number	Fax number
Applicant e-mail address	Web site address
Applicant project manager	Title

Verification of Renewable Energy Resources and Coal Technology Development Assistance Charge:

If the applicant's electric or gas utility is listed below and if the applicant is a current customer of one of those utilities at the address indicated above, please provide a copy of a recent bill. If your utility is not listed below, or if you are a customer at a different address, please attach a letter from your utility stating that the applicant is serviced by an investor-owned/municipal gas or electric utility of electric cooperative that imposes the Renewable Energy Resources and Coal Technology Development Assistance Charge as defined in ILCS 687/6-1 *et seq.* **The Department will verify this information before issuing an incentive to the applicant.**

FOR ELECTRIC DISTRIBUTION	
Adams Electric Cooperative	Southern Illinois Electric Cooperative
Ameren Illinois	Spoon River Electric Cooperative
Clay Electric Cooperative	Tri County Electric Cooperative
Clinton County Electric Cooperative	Wayne-White Counties Electric Cooperative
Commonwealth Edison Company	Western Illinois Electrical Cooperative
Corn Belt Energy Cooperative	
Egyptian Electric Cooperative	FOR GAS DISTRIBUTION
HIKO Energy, LLC	Ameren Illinois
Illinois Rural Electric Cooperative	Consumers Gas Company
Jo-Carroll Energy	Illinois Gas Company
Menard Electric Cooperative	Jo-Carroll Energy
MidAmerican Energy Company	Liberty Utilities
Monroe County Electric Cooperative	MidAmerican Energy Company
Mt. Carmel Public Utility Cooperative	Mt. Carmel Public Utility Company
Norris Electric Cooperative	Nicor Gas Company
Rock Energy Cooperative	North Shore Gas Company
Rural Electric Convenience Cooperative	The Peoples Gas, Light & Coke Company
Shelby Electric Cooperative	United Cities Gas Company
Southeastern Illinois Electric Cooperative	Other Electric or Natural Gas Utility: _____

**FY2015 Solar and Wind Energy Rebate Program
APPENDIX A: (cont.)**

System Information:

Make and Model

System Capacity (kW for PV and Wind, Btu/day for solar thermal)* Estimated Annual Production (kWh)

Total Number and Area (sq. ft.) of Collectors (solar projects only) Tank Size (Solar Thermal)

Warranty Period Year of Manufacture

Proposed Date of Purchase Proposed Date of System Installation

Name, Address, and Telephone Number of the Installer

Business License Number and Proof of Insurance (provide copy of insurance) Estimated Labor Hours

Is the installer a Female- or Minority-owned business?

No or NA

Female-owned

Minority-owned

*For solar thermal projects, Btu/day should come from Solar Collector Certification and Rating (SRCC) System Rating Information (<http://www.solar-rating.org/ratings/og100.html>). Take the thousands of Btus listed under Category D - Clear Day from the SRCC Information Sheet and multiply by the number of panels being installed. For PV projects, take the listed maximum power from the solar panel spec sheet and multiply by the number of panels.

Note: Please attach a copy of the bid letter and/or documentation showing the purchase price of the system to be installed and the spec sheet for the solar panel or wind turbine being purchased.

Type of Project:

Solar Thermal Hot Water

Solar Photovoltaic

Solar Thermal Space Heating

Wind Energy

Solar PV for Electric Charging Station

"Wind for Schools" Wind Energy

Organization Legal Status:

Individual

Not For Profit Corporation

Nonresident Alien

Sole Proprietor

Tax Exempt

Medical Corporation

Partnership/Legal Corporation

Governmental

Pharmacy-Noncorporate

Corporation

Estate or Trust

Pharmacy/Funeral

Home/Cemetery/ Corporation

Note: Businesses, local governments, and non profit entities that have received previous grants or rebates from the State of Illinois should also fill out and send a W-9 form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>) with application. Businesses that are LLC-Corp or LLC-Partnership should also provide a copy of an IRS Acceptance Letter (CP277A Letter for corporations, CP575A for partnerships) and local governments and non-profit entities that have not had a previous grant or rebate from the State of Illinois should provide a copy of an IRS Exemption Letter (Letter 1045 or Letter 4168C).

Furthermore, DCEO cannot make payments to sole proprietorships and LLC-disregarded entity. Sole proprietorships will have to apply as individuals and LLC-D will have to file under their parent company.

**FY2015 Solar and Wind Energy Rebate Program
APPENDIX A: (cont.)**

Financing Information:

Total rebate request**	\$ _____
Applicant Investment	\$ _____
Other Public Investment Funds*** Specify Source: _	\$ _____
Total project cost	\$ _____

** Rebate request from homeowners or businesses is the lesser of 25 percent of total project cost or the per watt maximum allowed for solar PV projects multiplied by the size of the system. For government and non-profit entities, it is the lesser of 40 percent of total project cost or the per watt maximum allowed for solar PV multiplied by the size of the system. For wind energy projects, homeowners and businesses may request the lesser of 30 percent of total projects or the per watt maximum allowed for wind energy projects multiplied by the size of the system. Government and non-profit entities are eligible for the lesser of 40% of total project cost or the per watt maximum multiplied by the size of the system.

*** Such as Energy Efficiency and Conservation Block Grant, Illinois Clean Energy Community Foundation, Federal Business Energy Investment Tax Credits, Federal Residential Renewable Energy Tax Credit, etc. as provided in Section 2.5.1.

Project Narrative:

Application must include a narrative summary description of the project, the components used, and the system capacity in terms of kilowatts (kW) or btus per year. Wind energy rebate applications should include a description (and a diagram) of the project location and demonstrate that the location is suitable for wind generation as provided in Section 2.3.3.

Final Documentation Required:

Upon completion of system installation, applicant must submit a copy of the installer's written certification that the system has been installed and is operating in accordance with local, state, and federal codes, and the dates of installation and operation of the system (see template in Appendix C). The applicant must also provide how many labor hours were involved from the installer and any subcontractors for this project. This submission must also include copies of cancelled checks/wire transfers/credit card payments and final invoice showing the purchase price and amount paid by applicant for the solar or wind energy system, serial numbers from the equipment, digital picture(s) of the completed system, and the approved interconnection application or the Certificate of Completion from the utility (for PV and wind systems), where applicable.

Note: Failure to provide this documentation within the 120 day project period will negate the applicant's eligibility for the rebate, unless an extension is requested by the applicant and granted by the Department.

**FY2015 Solar and Wind Energy Rebate Program
APPENDIX A: (cont.)**

Applicant Certifications:

Applicant hereby certifies that:

- It is not in violation of the prohibitions against bribery of any officer or employee of the State of Illinois as set forth in 30 ILCS 505/10.1.
- It has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E 4).
- As of the submittal date, the information provided in its application is accurate, and the individuals signing below are authorized to submit this application.
- There is no action, suit or proceeding at law or in equity pending, nor to the best of applicant's knowledge, threatened against or affecting the applicant before any court or before any governmental or administrative agency that will have a material adverse effect on the performance required by this Program.
- That should it become the subject of an action suit or proceeding at law or in equity that would have a material adverse effect on the performance required by this Program, or an investigation by any state or federal regulatory law enforcement or legal authority; applicant shall promptly notify the Department.
- That it is not currently operating under or subject to any cease and desist order or subject to any informal or formal regulatory action, and, to the best of applicant's knowledge that it is not currently the subject of any investigation by any state or federal regulatory law enforcement or legal authority.

Authorized Official (signature)

Applicant Project Manager (signature)

Typed/Printed Name

Typed/Printed Name

Title and Date

Title and Date

TO BE COMPLETED BY DEPARTMENT STAFF;

- Written Certification of Installation Received
- Copies of Sales Invoice/Receipt Received
- Labor hours Received

Date of System Installation

- Site Visit Recommended

Date of Site Visit (if recommended)

- Eligible
- Ineligible

Date of Department Review

Department Program Manager Signature

Attachment B
(See following pages)

PAYMENT REQUEST/CERTIFICATION

Application No. FY15 - 498

Rebate Agreement No: 373

Name and Address:

Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118-1311

Amount of Payment: \$30,000.00

CERTIFICATION

All expenditures from these project funds are for approved project costs only. Further, I certify that supporting documentation of actual expenditures is on file in my office, and that I have full signature authority to sign on behalf of this organization.

Approved by:

_____ Date: _____
(Signature)

(Printed Name)

Title: _____

Department of Commerce and Economic Opportunity

Program Manager _____ Code 37-0001 Date _____

Fiscal Liaison _____ Date _____

Authorization/Head of Unit _____ Date _____