

Resolution No. 37-14

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,  
COOK AND KANE COUNTIES, ILLINOIS, TO ACCEPT A GRANT IN THE AMOUNT  
OF \$201,615.00 FOR THE EAST DUNDEE POLICE STATION AND TO APPROVE A  
GRANT AGREEMENT, AS SET FORTH IN THE LETTER DATED NOVEMBER 17,  
2014, AWARDING SAID GRANT TO THE VILLAGE OF EAST DUNDEE**

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 Village Administrator be and is hereby authorized to accept on behalf of the Village a grant in the amount of \$201,615.00 for the East Dundee Police Station, and the grant agreement by and between the Illinois Clean Energy Community Foundation and the Village of East Dundee as set forth in the letter dated November 17, 2014, attached hereto and made a part hereof, is hereby approved and the Village Administrator is hereby authorized to execute and deliver said agreement 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 Gorman, Lynam, Skillicorn, Selap and Wood

NAYS:  $\emptyset$

ABSENT: Trustee Russulo

APPROVED this 1st day of Dec, 2014



Lael Miller, Village President



Attest: Heather Maieritsch, Village Clerk

November 17, 2014

Ms. Laurel Bergren  
Vice President - ARC Perspectives, Inc.  
Village of East Dundee  
404 Tremont Street  
Lincoln, IL 62656

Re: *Request ID: 7128*  
East Dundee Police Station

Dear Ms. Bergren:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of up to \$201,615 to the Village of East Dundee for the above-referenced project.

The enclosed grant agreement defines the terms and conditions of the grant.

**To accept the grant, please review, sign and return one complete copy of the grant agreement to the Foundation as soon as possible, and no later than one month from the date of this letter.**

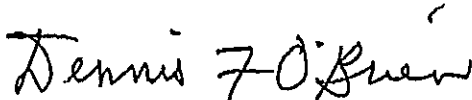
**FAILURE TO DO SO MAY RESULT IN THE TERMINATION OF YOUR GRANT.**

The Foundation requires grantees to submit grant requirements electronically. Your grant agreement, interim report, and other applicable grant-related documentation should be uploaded via the "Requirements" section of your online account. Be sure to provide your log-in credentials to others who may be managing these requirements.

You can access your account at: [https://www.grantrequest.com/SID\\_325/?SA=AM](https://www.grantrequest.com/SID_325/?SA=AM)

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,



Dennis F. O'Brien  
Executive Director

Enclosure



November 17, 2014

Ms. Laurel Bergren  
Vice President - ARC Perspectives, Inc.  
Village of East Dundee  
404 Tremont Street  
Lincoln, IL 62656

Re: **Request ID: 7128**  
East Dundee Police Station

Dear Ms. Bergren:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of \$201,615 to the Village of East Dundee ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. ***If the Grantee agrees to the terms and conditions in the Agreement, please return one complete counter-signed copy of the Agreement no later than one month from today. Failure to do so may result in the termination of your grant.*** Contact the Foundation if you have any questions.

#### Duration and Payment of Grant

This grant is to be used during the period December 1, 2014 through November 30, 2016 (the "Grant Period"). The Grantee must return a signed copy of the Agreement along with evidence of Leadership in Energy & Environmental Design (LEED) project registration with the United States Green Building Council (USGBC). The grant is based on the grantee's expectation of achieving LEED certification at the GOLD level and will be paid by the Foundation as follows:

- a) Up to \$100,000 for Design and Commissioning upon building completion and receipt of a request for payment accompanied by: (1) Building Occupancy Permit; (2) Final Report (see Reporting Requirements).
- b) Up to \$25,000 Contingency Payment upon attainment of LEED GOLD and receipt of payment request accompanied by a copy of the certification from USGBC.
- c) Up to \$22,800 for an Innovative HVAC System. Payment of \$22,800 of the total equipment and installation cost will be made upon successful installation and commissioning and receipt of a payment request accompanied by: (1) copy of the interconnection agreement; (2) supporting invoice(s) and evidence of payment; (3) photos of the installation.

- d) Up to \$63,815 for a 22.9 kW Photovoltaic System. Payment of \$2.35/W or 70% (whichever is less) of the total equipment and installation cost will be made upon successful installation and commissioning and receipt of a payment request accompanied by: (1) copy of the interconnection agreement; (2) supporting invoice(s) and evidence of payment; (3) photos of the installation. Incentive levels will be paid (and can be reduced) on the basis of: 1) the LEED level achieved (e.g., Certified or Silver and the Foundation's corresponding incentive levels in place at the time of the award) if the building does not attain LEED GOLD certification; 2) actual installed kW-DC capacity.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

#### Purpose and Use of Grant

This grant is for East Dundee Police Station (the "Project") as described in the Project proposal and budget submitted to the Foundation by the Grantee on October 7, 2014. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any sub-grantees, sub-contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c)(3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

#### Reporting Requirements

##### Project Completion Report

The Foundation requires the Grantee to submit a report on this grant no later than 2 months after the end of the Grant Period. The report shall be submitted upon building completion and receipt of Building Occupancy permit. The final report shall include the following:

- a) a detailed description of what was accomplished using the grant funds, including progress made towards achieving the goals of the Project;
- b) evidence of Project completion, which should include a letter from the Grantee certifying the installation, photos of the installation or a copy of other certifying documentation;
- c) a summary of Project expenditures using the *Final Project Expenditures Form* showing the actual expenditures against the original approved Project budget and listing all grant, loan and/or other funds received by the Grantee for the Project. This summary must be supported by clearly labeled invoice(s), proof(s) of payment(s), other documents showing the source of additional funds; and
- d) copies of educational materials disseminating information about the project.
- e) For the design & commissioning portion of the grant, completed copies of documents A-E appended to this agreement

A Report Documenting LEED Certification at the GOLD level should be provided to support the Grantee's request for the \$25,000 contingency payment (in the event the grantee does not achieve LEED Certification at the GOLD level, the final contingency payment will not be made).

#### Performance Reporting

##### *Whole Building Performance:*

The Grantee must provide an update of actual whole building energy consumption compared to the estimates of energy consumption as indicated in the energy model provided in support of the grant application. This report shall be provided for the building's first three years of operation and filed annually on *January 31*.

##### *Photovoltaic Installation:*

A performance report needs to be filed for each of the photovoltaic system's first three years of operation. The required information and format for the annual project performance report are set out in Attachment -- PV. This report shall be filed annually on *October 15<sup>th</sup>* once the photovoltaic system is fully operational.

Failure to be current in these filings will be viewed as a grant compliance matter and would, among other possible consequences, be taken into account when considering future requests from the Grantee.

### The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Bob Romo, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at bromo@illinoiscleanenergy.org.

### Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with access to resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

### Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

### Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code.

**The Grantee agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

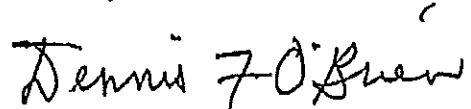
The Grantee further confirms that it will remain a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code in good standing with the appropriate state and federal government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien  
Executive Director

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee Village of East Dundee  
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee Robert J. Skurka

Title of Signer Village Administrator

Authorized Signature Robert J. Skurka  
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed December 2, 2014