



May 1, 2014

Mr. Dan Westin
Business Planning and Financial Analyst
Rochelle Municipality Utilities (RMU)
333 Lincoln Highway
Rochelle, IL 61068

Re: **Request ID: 6691**
230kW PV System at Rochelle
Waste Water Treatment Plant

Dear Mr. Westin:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of up to \$500,000 to the City of Rochelle DBA RMU for the above-referenced project.

The Foundation received many more grant requests in this application cycle than it was able to support. We thank you for submitting a well-developed proposal and look forward to the successful installation and operation of the proposed photovoltaic system.

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

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



May 1, 2014

Mr. Dan Westin
Business Planning and Financial Analyst
Rochelle Municipality Utilities (RMU)
333 Lincoln Highway
Rochelle, IL 61068

Re: **Request ID: 6691**
230kW PV System at Rochelle
Waste Water Treatment Plant

Dear Mr. Westin:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of up to \$500,000 to the City of Rochelle DBA RMU ("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 the date of this letter. 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 May 1, 2014 through April 30, 2015 (the "Grant Period"). The grant will be paid by the Foundation upon:

- a) receipt and acceptance of an **Interim Report Form**, six months after the start of the grant period;
- b) successful installation and operation of the photovoltaic system; and
- c) receipt and acceptance of a Project Completion Report.

According to the Foundation's guidelines, photovoltaic projects will be funded up to \$2.00/watt, or 60% of the system and its installation costs, *whichever is less*. Should you also obtain funding for this project from the State of Illinois, the Foundation will reduce its grant such that the total support from these two funding entities shall not exceed the above incentive threshold based on the project cost submitted in the grant application.

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 230kW PV System at Rochelle Waste Water Treatment Plant (the "Project") as described in the Project proposal and budget submitted to the Foundation by the Grantee on January 14, 2014. The grantee commits to education the community about the benefits of solar energy. Furthermore, the Grantee agrees to maintain the photovoltaic system in good working order for at least the duration of the system's expected useful 20-year life.

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

Interim Report

The Foundation requires the Grantee to submit an ***Interim Report Form*** 6 months after the start of the grant period, which will include a description of the project's status and whether or not the project is expected to be completed within the grant period.

Project Completion Report

The Foundation requires the Grantee to submit a project completion report on this grant no later than 2 months after the end of the Grant Period. The report should cover the entire Grant Period and contain:

- (a) a completed ***Final Report Form*** that includes a detailed description of what was accomplished using the grant funds, including progress made towards achieving the goals of the Project;
- (b) copies of educational materials disseminating information about the photovoltaic system and associated learnings as well as publicity material;
- (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;

- (d) invoice(s), other documents, and cancelled check(s)/proof of payment as to be referenced in the **Final Project Expenditures Form**;
- (e) a copy of an interconnection agreement with Commonwealth Edison, Ameren, or other electricity provider;
- (f) and photos of the installation.

Project Performance Report for Three (3) Years

The Foundation additionally requires the Grantee to file project performance reports for each of the Project's first three years of operation using the **Project Performance Report Form**. This report shall be filed annually on *October 15th*.

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 or the provider of the renewable energy system installed under this grant.

The Grantee's Primary Contact at the Foundation

Please direct all questions and correspondence regarding this grant, including all required reports, to Gabriela Martin, who may be reached by mail at the Foundation's office, by telephone at (312) 372-5191 or by e-mail at gmartin@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 _____
(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 _____

Title of Signer _____

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

Date Signed _____