



240 S. Route 59  
Bartlett, Illinois 60103

**Meeting of Township Board**

*July 20, 2010*

**7:00 PM**

**A G E N D A**

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Town Hall (Public Comments)
- V. Presentations
  - A. Veteran's Honor Roll
    - 1. SP4 George Jones
    - 2. CPL Edward W. Lewis
    - 3. SGT Dragomir D. Stojkovich
- VI. Hearing Regarding the Hanover Township Amended Budget and Appropriation Ordinance
  - A. Explanation of the Hanover Township Amended Budget and Appropriation Ordinance
  - B. Comments and Questions from the Board regarding Ordinance
  - C. Comments and Questions from the Public regarding Ordinance
  - D. Approve – Hanover Township Amended Budget and Appropriation Ordinance for the Fiscal Year Beginning April 1, 2010 and Ending March 31, 2011
  - E. Adjourn to Regular Board Meeting
- VII. Supervisor's Report
- VIII. Clerk' Report
  - A. Approve Regular Meeting Minutes of July 7, 2010
  - B. Approve Executive Session Minutes of July 7, 2010
- IX. Highway Commissioner's Report
- X. Assessor's Report
- XI. Trustee Liaisons' Committee Reports
- XII. Treasurer's Report
- XIII. Bill Paying
- XIV. Unfinished Business

- XV. New Business
  - A. Resolution Authorizing Energy Efficiency and Conservation Block Grant Program Sub-recipient Agreement (Senior Center Emergency Power Generator)
  - B. Consideration of Age Options (Cook County Suburban Area on Aging) Grants
- XVI. Department Reports
- XVII. Executive Session
- XVIII. Other Business
  - A. Employee Appeal of Personnel Action
- XIX. Adjournment

**MISSION STATEMENT**

**Hanover Township is committed to providing an array of quality, cost effective, community based services;  
and to acting as a dynamic and responsive organization that delivers services  
in a responsible and respectful manner.**

**Hanover Township Amended Budget and Appropriation Ordinance  
Ordinance #**

AN AMENDED ORDINANCE MAKING APPROPRIATIONS TO DEFRAY EXPENDITURES FOR  
THE TOWNSHIP OF HANOVER, COOK COUNTY, ILLINOIS,  
FOR THE FISCAL YEAR BEGINNING **APRIL 1, 2010** AND ENDING **MARCH 31, 2011**.  
BE IT ORDAINED BY THE BOARD OF TRUSTEES, TOWNSHIP OF HANOVER, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: THAT THE FOLLOWING AMENDED BUDGET, CONTAINING AN ESTIMATE OF REVENUES AND  
EXPENDITURES, IS HEREBY ADOPTED FOR THE FOLLOWING FUNDS: TOWN FUND, SENIOR  
CENTER FUND, GENERAL ASSISTANCE FUND, COMMUNITY MENTAL HEALTH FUND,  
RETIREMENT FUND AND VEHICLE REPLACEMENT FUND FOR THE FISCAL YEAR MENTIONED  
ABOVE, AND SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER THIS DATE.

**1. GENERAL TOWN FUND**

<b>Beginning Balance April 1, 2010</b>		<b>2,195,810</b>
Estimated Revenues		
3000    Property Tax	3,162,084	
3100    Replacement Tax	24,710	
3250    Interest Income	23,442	
3300    Other Income	5,200	
3350    Rent	12,500	
3420    MHB/Office Charges	4,500	
3425    YFS/Donations & Gifts	1,000	
3430    YFS/Therapy Fees	21,632	
3435    YFS/Other Income	26,000	
3440    Astor Ave Program Fees	2,500	
3445    Astor Ave Donations & Gifts	500	
3450    Community Health Revenue	1,000	
3951    Clerk/Passports Fees	30,000	
3955    Grant	<u>0</u>	
Total Estimated Revenues		<u>3,315,068</u>
Total Estimated Funds Available		5,510,878
Budgeted Expenditures		
Administration	1,653,010	
Assessor	142,535	
Facilities & Maintenance	345,413	
Community Health Nurse	107,602	
Clerk	108,686	
Collector	1	
Emergency Management	87,920	
Youth and Family Services	<u>869,901</u>	
Total Expenditures/Appropriations		<u>3,315,068</u>
<b>Estimated Cash on Hand March 31, 2011</b>		<b>2,195,810</b>

Expenditures/Appropriations			
4301	Compensation of Officials		98,802
	Town Hall Administration Expense		
	4401	Postage	2,500
	4404	Office Supplies	6,000
	4406	Printing	2,500
	4408	Salaries	210,000
	4412	Travel	4,200
	4414	Memberships, Subs, Pubs	8,000
	4420	Pre-Employment Charges	1,000
	4424	Education & Training	20,000
	4429	Miscellaneous	10,000
	4520	Consulting Fees	15,000
	4530	Financial Administration	58,000
	4531	Community Affairs	48,000
	4560	Emergency Contingency Fund	20,000
	Total Town Hall Administration Expense		405,200
	Town Hall Expense		
	4402	Telephone Town/Town	27,000
	4403	Utilities/Town	24,000
	4405	Internet Access	2,400
	4416	Equipment Rental	3,000
	Total Town Hall Expense		56,400
	Legal/Auditing		
	4501	Auditing	10,500
	4502	Legal Services	57,500
	Total Legal/Auditing		68,000
	Insurance & Employee Benefits		
	4411	Employee Assistance Program	2,000
	4503	General Insurance	70,000
	4504	Dental, Vision & Life	32,011
	4505	Health Insurance	202,457
	4506	Unemployment Comp	28,000
	4507	Flex Plan	1,000
	4508	Health Insurance Waiver	44,800
	4512	Health Savings Account	13,500
	4513	Employee Wellness	9,000
	Total Ins & Employee Benefits		402,768

Capital Expenditures & Transfers			
4410	Equipment Purchase	20,000	
4430	Computer Equipment, Software & Support	70,000	
4541	Transfer to Vehicle Fund	40,000	
4547	Transfer to Capital Projects Fund	240,000	
4548	Transfer to Retirement Fund	190,000	
Total Capital Expenditures & Transfers			560,000
Community Center Operations			
4460	Salaries	33,466	
4461	Utilities	9,000	
Total Community Center Operations			42,466
Veterans Affairs			
4700	Salary	19,174	
4703	Travel	100	
4704	Supplies	100	
Total Veterans Affairs			19,374
Total Administration			1,653,010
Emergency Management Agency			
4801	Salaries	20,000	
4802	Equipment	43,000	
4803	Uniforms	6,500	
4804	Printing	1,500	
4805	Postage	500	
4806	Office Supplies	1,500	
4807	Miscellaneous	1,000	
4808	Education/Training/Travel	5,720	
4809	Pre-Volunteer Screening	1,500	
4810	Travel	1,500	
4811	Volunteer Insurance	1,000	
4812	Volunteer Appreciation	1,000	
4813	Vehicle Fuel	2,000	
4814	CCSP Radio Lease	1,200	
Total EMA			87,920
Assessor's Office			
4405	Office Supplies	5,873	
4407	Printing	772	
4409	Salaries	117,733	
4411	Equipment Purchase	2,838	
4413	Travel Expenses	3,018	
4415	Dues, Sub., Publications	2,866	
4419	Training	3,341	
4426	Building & Permanent Improvements	0	
4431	Equipment Rental	1,082	
4433	Professional Services	1,170	
4524	Equipment Maintenance	2,543	
4525	Newsletter/Pamph/Comm Video	1,299	
Total Assessor's Office			142,535

Facilities & Maintenance

4200	Salaries	194,000
4201	Postage	100
4202	Office Supplies	400
4203	Travel	250
4204	Dues, Subs & Publications	200
4205	Janitorial Supplies - Town	4,680
4206	Janitorial Supplies - Senior	6,240
4207	Janitorial Supplies - Astor	1,040
4208	Housekeeping Contract	30,653
4209	Building Contracts	13,500
4210	Building Maintenance - Town	12,500
4211	Building Maintenance - Senior	12,500
4212	Building Maintenance - Astor	2,500
4213	Equipment Maintenance - Town	17,000
4214	Equipment Maintenance - Senior	14,000
4215	Equipment Maintenance - Astor	1,600
4216	Equipment Rental	3,500
4217	Education & Training	1,000
4218	Vehicle Maintenance - Town	5,400
4219	Vehicle Fuel - Town	7,800
4222	Trash Removal - Town	3,000
4223	Trash Removal - Senior	1,850
4224	Trash Removal - Astor	1,200
4225	Grounds Maintenance	8,000
4226	Uniforms	1,000
4227	Miscellaneous	1,500

Total Facilities & Maintenance

345,413

Collector's Office

4437	Collector's Office	<u>1</u>
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Total Collector's Office

1

Clerk's Office		
4200	Salaries	82,715
4201	Postage	1,700
4202	Office Supplies	1,300
4203	Printing	6,002
4206	Travel & Training	1,000
4204	Dues, Sub & Publications	2,000
4205	Legal Notices	1,272
4210	Community Affairs	2,102
4213	Equipment Maint & Rental	500
4214	Furniture, Computer & Aux. Support	5,002
4216	Miscellaneous	2,001
4217	Passport Expenditures	3,092
Total Clerk's Office		<u>108,686</u>
Community Health		
4450	Salaries	86,000
4451	Postage	500
4452	Office Supplies	1,000
4453	Printing	1,000
4454	Travel	2,000
4455	Dues, Sub & Publications	400
4456	Community Affairs	2,000
4457	Equipment Maint & Rental	500
4458	Furniture & Computer Equipment	1,500
4459	Professional Services	500
4460	Education & Training	0
4461	Miscellaneous	1,000
4462	License/Professional Insurance	400
4464	Grant Development	1
4465	Medical Supplies	5,200
4466	Communications	2,100
4467	Crisis Care	3,500
4468	MHB Prescription Reimbursements	1
Total Community Health		<u>107,602</u>

Youth and Family Services

Administration & Clinical

4608	Salaries	521,200
4611	Education & Training	5,500
4612	Consulting Fees	6,100
4613	Answering Service	1,300
4614	Printing	2,500
4615	Postage	2,000
4616	Books and Journals	1,000
4617	Equipment Maintenance	2,000
4618	Psychiatric backup	20,000
4619	Office Supplies	4,000
4620	Community Affairs	5,000
4621	Recruitment & Pre-Employment	2,500
4622	Miscellaneous	1,000
4623	Travel	2,000
4624	Intern Stipends	10,000
4625	Insurance	3,000
4626	Equipment and Furniture	6,500
4628	Tutoring	19,200
4629	Dues & Subscriptions	1,500

Total Administration & Clinical

616,300

Outreach & Prevention

4640	Salaries	185,500
4641	Open Gym Program	47,000
4642	Year Round Open Gym	0
4643	Education & Training	3,000
4644	Travel	3,600
4645	Printing	2,000
4646	Postage	1,500
4647	Office Supplies	2,000
4648	Community Affairs	3,000
4649	Professional Services	2,000
4650	Program Supplies	2,000
4651	Cell Phones	2,000
4652	After School Program	0
4653	Utilities	0
4654	Youth Job Incubator Project	1

Total Outreach & Prevention

253,601

Total Youth & Family Services

869,901

Total Town Fund Expenses/Appropriations

3,315,068

**2. SENIOR CENTER FUND**

<b>Beginning Balance April 1, 2010</b>		<b>960,896</b>
Estimated Revenues		
3000    Property Tax	911,470	
3250    Interest Income	2,800	
3300    Other Income	100	
3350    CEDA - LIHEAP	4,250	
3425    Title III Grants - Sub Area Agency	16,674	
3450    Transfer From Road & Bridge Fund*	283,208	
3500    Senior Programs	58,000	
3501    Nutrition	6,200	
3503    Donations	2,700	
3506    Social Services Donations	500	
3507    Material Fees	6,500	
3509    Lending Closet	1,500	
<b>Total Estimated Revenue</b>		<b>1,293,902</b>
<b>Total Estimated Funds Available</b>		<b>2,254,798</b>
<b>Total Expenditures/ Appropriations</b>		<b>1,293,902</b>
<b>Estimated Cash on Hand March 31, 2011</b>		<b>960,896</b>
Expenditures		
Administration		
4517    Salaries	433,897	
4522    Contingency	60,000	
4523    Recruitment	1,750	
4524    Utilities	79,000	
4525    Telephone & High Speed Internet	7,000	
4527    Equip Purchase & Rental	8,250	
4528    Office Supplies	6,500	
4529    Postage	3,250	
4530    Printing	4,500	
4534    Dues & Subscriptions	750	
4535    Travel	2,624	
4536    Education & Training	4,680	
4538    Community Affairs	5,200	
4539    Miscellaneous	1,030	
4540    Tile Endowment Fund	22,526	
<b>Total Administration</b>		<b>640,957</b>
Programs & Services		
4514    Weekend Programming	3,500	
4515    Programming	85,000	
4516    Outreach Services	4,500	
4519    Social Services	2,500	
4520    Volunteer Services	16,000	
4526    Club 59	24,500	
4530    Nutrition	16,200	
4531    Computer Instruction	1,000	
4532    Visual Arts	15,000	
4545    Title III Expenditures	16,675	
<b>Total Programs &amp; Services</b>		<b>184,875</b>
Senior Health		
4546    Salaries	56,000	
4547    Printing	1,000	
4548    Program Supplies	1,000	
<b>Total Senior Health</b>		<b>58,000</b>
Transportation		
4513    Emergency Maintenance	10,000	
4518    Vehicle Maintenance	40,000	
4546    Salaries	295,570	
4549    Recruitment	2,500	
4550    Telephone	4,000	
4551    Training	3,000	
4552    Fuel	32,500	
4553    Uniforms	1,500	
4554    Garage Lease	21,000	
<b>Total Transportation</b>		<b>410,070</b>
<b>Total Senior Center Fund/ Appropriations</b>		<b>1,293,902</b>

\* To be spent for direct costs of senior citizen transportation programs pursuant to 605 ILCS 5/6-131, 60 ILCS 1/85-13 and ILCS 1/220-10

### 3. WELFARE SERVICES

<b>Beginning Balance April 1, 2010</b>		<b>331,713</b>
Estimated Revenues		
3000    Property Tax	289,472	
3100    Replacement Tax	4,914	
3250    Interest Income	2,000	
3300    Other Income	5,000	
3350    CEDA - LIHEAP	8,320	
Total Estimated Revenues		<u>309,706</u>
Total Estimated Funds Available		641,419
Total Expenditures/ Appropriations		<u>370,872</u>
<b>Estimated Cash on Hand March 31, 2011</b>		<b>270,547</b>
Expenditures		
Home Relief		
4101    Food	1,000	
4102    Rent	130,000	
4103    Utilities	10,000	
4105    Clothing	250	
4106    Travel	900	
4110    Burial	1,200	
4115    Medical / Lloyd's	25,000	
4116    Catastrophic Ins Prem	3,000	
4117    Miscellaneous	1,200	
4119    Emergency Assistance	14,000	
Total Welfare Services Home Relief		<u>186,550</u>
Administration		
4201    Welfare Services Salaries	106,610	
4202    Office Supplies	1,800	
4203    Food Pantry Salaries	60,000	
4204    Equipment Purchase & Rental	6,000	
4205    Travel & Training	3,261	
4210    Printing	2,000	
4211    Hearing, Appeals & Legal	1	
4212    Dues, Sub & Publications	400	
4213    Community Affairs	2,250	
4507    Professional Services	2,000	
Total Welfare Services Administration		<u>184,322</u>
Total WS Budgeted Expenditures/ Appropriations		370,872

#### 4. MENTAL HEALTH BOARD

<b>Beginning Balance April 1, 2010</b>		<b>854,114</b>
Estimated Revenues		
3000    Property Tax	877,164	
3100    Replacement Tax	15,000	
3250    Interest Income	5,000	
3300    Other Income	8,000	
3350    Rental Income	12,600	
3850    Tide	8,000	
3855    Telephone Reimbursement	6,600	
3950    Pace Bus Fees	4,200	
Total Estimated Revenues		<u>936,564</u>
Total Estimated Funds Available		1,790,678
Budgeted Expenditures		
Service Contracts	1,184,140	
Administration	146,124	
Community Resource Center	204,000	
Total Expenditures/ Appropriations		
Community Mental Health (708) Fund		<u>1,534,264</u>
<b>Estimated Cash on Hand March 31, 2011</b>		<b>256,414</b>

Expenditures

Service Contracts

4100	CASI	20,000
4102	CAC Family Support	10,000
4103	CAC Safe from the Start	17,500
4104	CCC DV Shelter	26,250
4105	CCC DV Counseling/ Advocacy	22,050
4107	Open Door Clinic	5,000
4108	AID Supportive Employment	36,500
4109	AID Case Management	5,000
4112	Clearbrook Children's Program	5,000
4113	Clearbrook Residential	3,500
4114	Clearbrook Developmental Training	2,500
4123	Easter Seals DuPage	31,000
4127	Renz Prevention	15,000
4128	Renz Outpatient	51,000
4129	Day One Network	6,500
4130	Northwest CASA	5,000
4131	Pace Transportation	19,000
4132	Ecker Therapy Services	66,000
4135	Ecker Center/PEP	3,300
4136	Han Twp Youth & Family Services	20,000
4138	Emergency Contract Support Agency Grants	350,000
4139	Community Education	5,000
4142	Centro de Informacion	29,000
4146	The Bridge	17,000
4148	Family Service Youth	23,000
4149	Family Service Senior	14,000
4152	LSSI-Residential Treatment	1,800
4153	LSSI-Outpatient	3,600
4154	LSSI Residential Rehab	1,800
4156	Epilepsy Foundation	2,500
4158	Larkin Center	6,500
4160	Summitt Center	8,000
4162	TIDE Project	30,000
4166	PADS of Elgin	15,000
4167	Alexian Brothers - Senior MH	30,000
4168	Countryside Work Training Ctr	3,200
4169	Greater Elgin Family Care Ctr - Case Mgmt	8,500
4170	Greater Elgin Family care ctr - Post Partum	5,000
4172	Countryside In-Home Respite	3,500
4174	Special Ed Advocacy Center	5,000
4175	WINGS Transitional Shelter	5,000
4177	Staff Development Fund	15,000
4178	MI-Drug / Medical Tests Fund	3,000
4179	Challenge Grant Fund	90,000
4180	Capital Grant Fund	30,000
4182	Clearbrook Employment	2,000
4183	Community Crisis SA Counseling	9,000
4184	Countryside C/F Support	2,500
4186	SPHD	5,000
4187	Web Based Resource Directory	8,640
4188	Clarewoods Academy	4,500
4189	Crisis Line Development	8,500
4191	Leyden Township - Share Rehab	12,000
4192	Leyden Township - Detox	17,000
4193	Boys and Girls Club	5,000
4194	Community Crisis Center - Strategies for Safety	7,000
4195	Autism Society of IL	1,000
4196	Catholic Charities Caregivers Group	1,500
4197	Crossroads Kids Club	1,500
4198	FITE Center for Independent Living	1,000
4199	Greater Elgin Family Care Center - Adult Psych	8,000
4200	Kenneth Young Center - SASS	7,000
4201	Journeys from PADS to Hope	4,000
4202	Woodland Early Learning Center - Wildcat U	3,500

1,184,140

Total Service Contracts

Administration

4001	Hanover Township Services	4,500
4002	Legal	4,000
4005	Conference Expense	500
4006	Personal Expense Reimbursement	4,000
4007	Auditing	250
4008	Subscriptions & Publications	150
4009	Salaries	85,500
4010	Employee Insurance	6,596
4012	Supplies	1,000
4013	Postage	750
4014	Equip / Database Purchase & Maintenance	2,000
4506	Unemployment Compensation	1,000
4508	IMRF Expense	9,063
4522	FICA Expense	6,565
4537	Miscellaneous	1,000
4538	Community Relations	500
4539	Dues	4,500
4540	Special Events	500
4541	Printing	1,250
4543	Marketing Activities / Materials	1,000
4544	Consultants	10,000
4545	Grant Development	500
4546	Strategic Planning Set-Aside	1,000

Total Administration 146,124

HT Community Resource Center

4210	Utilities	10,000
4211	Insurance	1,000
4213	Janitorial	7,000
4214	Rent	10,000
4216	Telephone Systems Maintenance	4,000
4217	Capital Improvements	163,000
4250	Building Maintenance	3,000
4286	Agency Support Services	6,000

Total HT Community Resource Center 204,000

Total Expenditures/ Appropriations

Community Mental Health (708) Fund 1,534,264

**5. RETIREMENT FUND**

<b>Beginning Balance April 1, 2010</b>			<b>90,124</b>
Estimated Revenues			
3000	Property Tax	282,033	
3250	Interest Income	1,600	
3255	Transfer from Town Fund	190,000	
		<u>473,633</u>	
Total Estimated Revenues			<u>473,633</u>
Total Estimated Funds Available			563,757
Budgeted Expenditures/Appropriations			
4508	IMRF	282,026	
4522	FICA	191,607	
		<u>473,633</u>	
Total Expenditures/Appropriations			<u>473,633</u>
<b>Estimated Cash on Hand March 31, 2011</b>			<b>90,124</b>

**6. VEHICLE REPLACEMENT FUND**

<b>Beginning Balance April 1, 2010</b>			<b>428,507</b>
Estimated Revenues			
3250	Interest Income	500	
3440	Bus Fares & Donations	8,250	
3450	Transfer from Road & Bridge - Senior Trans.*	150,000	
3460	Transfer from Town Fund	40,000	
		<u>198,750</u>	
Total Estimated Revenues			<u>198,750</u>
Total Estimated Funds Available			627,257
Budgeted Expenditures			
4408	Vehicle Purchase	48,750	
4540	Purchase of Senior Buses	150,000	
		<u>198,750</u>	
Total Expenditures/Appropriations			<u>198,750</u>
<b>Estimated Cash on Hand March 31, 2011</b>			<b>428,507</b>

\* To be spent for direct costs of senior citizen transportation programs pursuant to 605 ILCS 5/6-131, 60 ILCS 1/85-13 and ILCS 1/220-10

**7. CAPITAL PROJECTS FUND**

<b>Beginning Balance April 1, 2010</b>			<b>825,575</b>
Estimated Revenues			
3445	Grant	470,000	
3450	From Town Fund	240,000	
		<u>710,000</u>	
Total Estimated Revenues			<u>710,000</u>
Total Estimated Funds Available			1,535,575
Budgeted Expenditures			
4400	Land/Building Acquisition & Improvements	390,000	
4413	Senior Center L.L. Build out	80,000	
4425	Building & Permanent Improvements	240,000	
		<u>710,000</u>	
Total Expenditures/Appropriations			<u>710,000</u>
<b>Estimated Cash on Hand March 31, 2011</b>			<b>825,575</b>

SECTION 2: THAT THE AMOUNTS APPROPRIATED FOR TOWNSHIP PURPOSES FOR THE FISCAL YEAR ENDING MARCH 31, 2011, BY FUND IS:

GENERAL TOWN FUND	3,315,068
SENIOR CENTER FUND	1,293,902
WELFARE SERVICES FUND	370,872
COMMUNITY MENTAL HEALTH FUND	1,534,264
RETIREMENT FUND	473,633
VEHICLE REPLACEMENT FUND	198,750
CAPITAL PROJECTS FUND	710,000

**TOTAL APPROPRIATIONS** 7,896,489

SECTION 3: THAT EACH TOTAL IS DIVIDED AMONG THE SEVERAL OBJECTS AND PURPOSES SPECIFIED AND IN PARTICULAR AMOUNTS STATED FOR EACH FUND RESPECTIVELY IN SECTION 1, CONSTITUTING THE TOTAL APPROPRIATION IN THE AMOUNT OF **Seven Million, Eight Hundred and Ninety-Six Thousand, Four Hundred and Eighty Nine (\$7,896,489)** FOR THE FISCAL YEAR ENDING MARCH 31, 2011.

SECTION 4: THAT IF ANY SECTION, SUBDIVISION, OR SENTENCE OF THIS ORDINANCE SHALL FOR ANY REASON BE HELD INVALID, SUCH DECISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS ORDINANCE.

SECTION 5: THAT SECTION 2 SHALL BE AND IS THE ANNUAL APPROPRIATION ORDINANCE OF THIS TOWNSHIP, PASSED BY THE BOARD OF TRUSTEES AS REQUIRED BY LAW, AND SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER THIS DATE.

SECTION 6: THAT A CERTIFIED COPY OF THIS BUDGET AND APPROPRIATION ORDINANCE MUST BE FILED WITH THE COOK COUNTY CLERK WITHIN 30 DAYS AFTER ITS ADOPTION.

ADOPTED ON \_\_\_\_\_ AT HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS,  
BY THE HANOVER TOWNSHIP BOARD OF TRUSTEES BY ROLL CALL VOTE.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Supervisor

**Hanover Township**  
Board Audit Report  
From 7/8/10 to 7/20/10

Total Town Fund	41,754.30
Total Senior Center	20,739.49
Total Welfare Services	5,394.69
Total Road and Bridge	17,335.83
Total Mental Health Board	87,686.85
Total Retirement	
Total Vehicle	
Total Capital	2,324.61
Total All Funds	<u><u>175,235.77</u></u>

The above has been approved for payment this 20th day of July 2010

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM**  
**SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (the "**Agreement**") is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2010, between the Cook County Bureau of Community Development and the Cook County Department of Environmental Control on behalf of the County of Cook, a body politic and corporate of the State of Illinois (the "**County**"), whose address is 69 W. Washington Street, Suite 1900, Chicago, Illinois and \_\_\_\_\_ (the "**Subrecipient**"), whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the Energy Efficiency and Conservation Block Grant Program (the "**EECBG Program**") was created by the United States Congress under Title V, Subtitle E of the Energy Independence and Security Act (the "**EISA**") and signed into law on December 19, 2007. EECBG is intended to assist cities, counties, states, territories and Indian tribes in developing promoting, implementing and managing energy efficiency and conservation projects and programs; and

**WHEREAS**, the EECBG was funded by the American Recovery and Reinvestment (the "**Recovery Act**") of 2009 and is modeled after the Community Development Block Grant program administered by the Department of Housing and Urban Development ("**HUD**") and has available \$2.7 billion awarded through formula grants and \$454 million allocated through competitive grants; and

**WHEREAS**, the U.S. Department of Energy ("**DOE**") is responsible for ensuring that the funding is used for the cheapest, cleanest and most reliable energy technologies including energy efficiency and conservation; and

**WHEREAS**, the EECBG Program is designed to promote projects and programs that (1) reduce fossil fuel emissions; (2) reduce the total energy use of eligible entities, (3) improve energy efficiency in the transportation, building, and other appropriate sectors and (4) create and retain jobs; and

**WHEREAS**, the County has established the County's EECBG Program ("**County's EECBG Program**") Program pursuant to the Recovery Act. The County's EECBG Program will assist in the following activities: Activity 1 -Energy Efficiency Retrofit Initiative for Municipalities; Activity 1a-Energy Efficiency Retrofit Initiative for Non Profit Organizations; Activity 1b -Energy Efficiency Retrofit Initiative for Municipalities; Activity 2-Neighborhood Stabilization Program Single Family Rehabilitation ; Activity 3-Local Government Initiative; Activity 4-Industrial Building and Energy Audit; Activity 5-Cook County Deconstruction Project; Activity 6 Energy Efficiency and Material Conservation Strategy Development; Activity 7-Cook County Transportation Incentive Program; Activity 8a-Energy Efficiency and Retrofits; Activity 8b-Revolving Fund for Energy Efficiency Audits and Retrofits; Activity 9-Cook County Electronic Collection Program; Activity 10-Cook County Composting Program; Activity 11-Cook County Highway Traffic Signal LED Retrofit; and

**WHEREAS**, the County's EECBG Program will be subject to the rules and regulations of EISA and the Recovery Act, as well as guidelines stipulated by the U.S. Department of Energy, U.S. Department of Transportation, U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency as applicable; and

**WHEREAS**, the Subrecipient has elected to participate in the County's EECBG Program under the aforesaid EISA and the County has the right and authority under said EISA and authority of the Cook County Board of Commissioners to allocate a portion of its funds to the Subrecipient; and the County has considered the needs of the Subrecipient for funds for the purposes set forth herein; and

**WHEREAS**, the Subrecipient understands and agrees that all funds appropriated in whole or in part under the EECBG must be used to carry out activities to achieve the purposes of the EECBG Program as stipulated in 42 USC 17153, Section 544, Use of Funds; and

**WHEREAS**, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6; and

**WHEREAS**, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, *et seq.*), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

**WHEREAS**, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, *et seq.*); or

**WHEREAS**, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, *et seq.*) or;

**WHEREAS**, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, *et seq.*); or

**WHEREAS**, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, *et seq.*); and

**WHEREAS**, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, *et seq.*) provide authority for intergovernmental cooperation; and

**WHEREAS**, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 *et seq.*);

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. Recitals**

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

#### **2. Exhibits and Attachments**

The Agreement includes this Energy Efficiency and Conservation Block Grant Subrecipient Agreement, all of the following Exhibits, attached hereto, made a part of and incorporated in this Agreement by this reference, and all execution forms and certifications attached to and made a part of this Agreement by this reference. By executing this Agreement, the Subrecipient accepts all the terms and conditions of this Agreement, and certifies compliance with all the certifications set forth in this Agreement, including all Exhibits. The Exhibits to this Agreement are as follows:

- A.** Project Scope of Work, Completion Date and Line Item Budget (Exhibit A)
- B.** An Equal Employment Opportunity Certificate (Exhibit B)
- C.** Federal Compliance Assurances (Exhibit C)
- D.** EECBG Special Provisions Relating To Work Funded Under American Recovery And Reinvestment Act Of 2009 (May 2009) (Exhibit D)
- E.** Recovery Act Required Contract Provisions: Buy American, Davis-Bacon and Contract Work Hours and Safety Standards Act Requirements and Contract Provisions (Exhibit E)

#### **3. Grant Award**

The County hereby agrees to make a grant to Subrecipient in a sum not to exceed \_\_\_\_\_. The Subrecipient agrees to abide by the Recovery Act and to use said funds solely for the purpose of paying for expenses in accordance with the approved Project Scope of Work as described in Exhibit A attached hereto and incorporated herein by reference. **NO FUNDS MAY BE OBLIGATED BY SUBRECIPIENT PRIOR TO THE ISSUANCE BY THE COUNTY OF THE NOTICE TO PROCEED.**

#### **4. Agreement to Undertake the Project**

The Subrecipient agrees to undertake and complete the work and activities described herein and in the Project Scope of Work attached hereto as Exhibit A (the "Project"). By executing this Agreement, the Subrecipient certifies that: the Subrecipient shall utilize all funds provided hereunder to carry out activities

to achieve one or more of the objectives of the EECBG as set forth in Exhibit A and that the Subrecipient shall cooperate with the County at all times with respect to the implementation and enforcement of the terms and conditions of this Agreement, including all Exhibits attached to this Agreement, which are incorporated herein by this reference, the requirements of the EECBG Grant Program, and all other laws and regulations pertaining to this grant and the EECBG Program.

## **5. Time to Start Project; Time to Finish Project**

**A.** The Subrecipient understands and agrees that all Projects must be started within three (3) months from the date of the "Notice to Proceed" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within three (3) months after the "NOTICE TO PROCEED" is issued.

**B.** The Subrecipient represents to the County that the aforesaid Project shall be completed within twelve (12) months from the receipt of the "Notice to Proceed" from the County. Any requests for extension beyond the twelve (12) months to complete the Project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Notice to Proceed; however, the Subrecipient understands and agrees that it is to make reasonable efforts to actually expend all funds before December 31, 2010.**

## **6. Procedures After Executing the Agreement; Notice to Proceed**

After the execution of this Agreement, the County and the Subrecipient shall adhere to the following schedule:

**A.** The Cook County Department of Environmental Control staff will undertake the required environmental review for the Project, as applicable.

**B.** Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

**C.** Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, a "NOTICE TO PROCEED".

**D.** After issuance of the "NOTICE TO PROCEED", the Subrecipient shall follow all procedures set out pursuant to directives issued by the Bureau of Community Development and the Department of Environmental Control for the County's EECBG Program.

## **7. Reporting Requirements**

**A.** The Subrecipient shall provide all information and reports as necessary to comply with the reporting requirements of the the Recovery Act, including but not limited to Section 1512 of such Act, the U.S. Department of Energy Recovery Act reporting requirements, and any performance or other reporting required by the County. These include monthly and quarterly reporting. Detailed reporting requirements will be provided by the County after execution of this Agreement. The Subrecipient agrees to provide the required information regarding the Subrecipient's activities under this Agreement within the timeframes to be provided by the County.

**B.** The Subrecipient understands and agrees that its activities and programs under the EECBG program are designed to promote energy efficiency and conservation and that its performance and progress will be measured to that end. The performance reports will be due to the County on or before the dates to be specified by County. No reimbursement requests will be paid by the County until any and all report requirements due at the time of application for payment have been satisfactorily fulfilled.

**C.** The Subrecipient understands and agrees that the failure to submit timely reports will place future Cook County Bureau of Community Development or Department of Environmental Control funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, on the failure of the Subrecipient to comply with reporting requirements and the stated rules and regulations.**

## **8. Compliance with Laws, Rules and Regulations**

The Subrecipient shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. The Subrecipient shall be responsible for obtaining any and all permits, licenses, permissions and other authorizations required for the performance of the Project. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government; provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. The inclusion of specific legal requirements in this Agreement shall not limit the general obligations set forth in this Agreement to comply with all applicable laws and regulations.

## **9. Administrative Regulations and Compliance**

The Subrecipient agrees to comply with 42 USC 17152 Sec 542, Energy Efficiency and Conservation Block Grant Program and certain provisions utilized under the Community Development Block Grant 24 CFR 570 including the uniform administrative requirements set out in 10 CFR Section 600, Subparts A, B, C & D, as applicable.

## **10. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses**

**A.** The Subrecipient agrees and authorizes the County and the Federal Government to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit B - Equal Employment Opportunity Certification, and, further will fully cooperate therewith.

**B.** The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this Section.

## **11. Conflict of Interest**

**A.** The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

- i.** have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
- ii.** represent, either as agent or otherwise, any person, association, trusts or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
- iii.** take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or actions.

Any contract made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

**B.** The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the Project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public and shall be acknowledged by the Board and entered upon the minute books of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or

communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the Project.

**C.** The Subrecipient agrees and understands that it shall incorporate, or cause to be incorporated, the provisions contained in this Section in all contracts or subcontracts entered into pursuant to this Agreement.

**D.** In the event of failure or refusal of the Subrecipient to comply with this Section 11, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to Section 21 of this Agreement and may take any of the actions set out therein.

**E.** For the purpose of this Section, these conflict of interest provisions apply only to those persons who:

- i. exercise or have exercised any functions or responsibilities with respect to EECBG activities assisted under the County program;
- ii. are in a position to participate in a decision making process or gain inside information with regard to such activities;
- iii. may obtain personal or financial interest or benefit from the activity; or
- iv. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

**F.** For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these.

## **12. Davis Bacon Act**

The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq). The contractual provisions attached as Exhibit E are required to be included in all contracts for construction exceeding \$2,000 and all related subcontracts.

## **13. Environmental Conditions; Historic Preservation**

**A. Air and Water.** The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- i. Clean Air Act, 42 U.S.C., 7401, et seq;
- ii. Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:
- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint.** The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all EECBG & CDBG assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if

lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**E. Debris and Hazardous Substances**

- i. The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.
- ii. The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it or its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with hazardous substances with respect to the Property in violation of any currently applicable environmental laws.
- iii. The Subrecipient agrees to confirm that in relation to any activity funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of hazardous substances in violation of any currently applicable environmental laws from the Property onto or into any adjacent property or waters.
- iv. The Subrecipient affirms that neither it, nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient, will use its grant monies to perform rehabilitation or repair work on property on which the owners or other parties have received notice from the governmental authority of a violation of environmental laws nor for any request for information pursuant to section 204(e) of CERCLA with respect to the property.
- v. The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any hazardous substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any hazardous substance at or from the property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such hazardous substance (whether or not such hazardous material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable environmental laws, all costs

associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

#### **14. Buy American Provision**

**A.** The Subrecipient understands and agrees that it will abide by Section 1605(a) of the Recovery Act which provides that none of the funds provided under this Agreement may be used for a project for construction, alteration, maintenance or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States (the "Buy American Provision"), subject to a waiver under circumstances identified in Exhibit E.

**B.** The Subrecipient understands and agrees that Section 1605(d) provides the Buy American Provision be applied in a manner consistent with the United States obligations under international agreements.

**C.** The Subrecipient represents to the County that it will comply with the Buy American Provision as stated herein and will include the Federally Required Contractual Provisions in all contracts to which such requirements apply, as required in Exhibit E.

**D.** The Subrecipient may provide a waiver if it finds that (1) applying the Buy American Provision is inconsistent with public interest pursuant to Section 1605(b)(1); (2) United States iron, steel and manufactured goods are not produced in sufficient and reasonably available quantities or of satisfactory quality pursuant to Section 1605(b)(2); and (3) inclusion of United States iron, steel and manufactured goods will increase the cost of overall projects by more than 25% pursuant to Section 1605(b)(3).

**E.** The Subrecipient may submit a written request for a waiver to the County. After review and upon a recommendation by the Chief of the Bureau of Community Development, the County may submit the waiver request through the formal DOE waiver process.

**F.** The Department of Energy, Office of Energy Efficiency and Renewable Energy has granted limited nationwide waivers for LED lighting, including lamps, fixtures, and any supporting components and heating ventilation and air conditioning (HVAC) units in circumstances where the Subrecipient has taken substantial steps to commit funds for the purchase of LED lights or HVAC units between February 17, 2009 and March 31, 2010. This waiver applies to projects for the construction, alteration, maintenance or repair of a public building or public work.

**G.** Subrecipient will include the contractual provisions set forth in Exhibit E in any contracts to which these provisions are applicable.

#### **15. Records Maintenance.**

**A.** The Subrecipient shall maintain during the term of this Agreement and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the EECBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

**B.** The Subrecipient will give the Federal Government, the Comptroller General, the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of EECBG funds to necessitate such reviews and audits.

## **16. Return of Funds and Accounts Receivables; Expiration of Project.**

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all EECBG funds in its possession and not expended and all accounts receivable attributable to the use of EECBG funds which funds and accounts receivable are traceable to this Agreement.

## **17. Prohibition on Assignment or Transfer of Agreement or Funds.**

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or to become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation or suspension of funds, or termination or suspension of this Agreement in whole or in part at the discretion of the County pursuant to Section 21 of this Agreement including any of the actions set out therein.

## **18. Blank Forms and Documents.**

The Subrecipient shall, upon request of the County, submit any and all forms or blank forms, documents, agreements and contracts to the County for review for compliance with EECBG Program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

## **19. Obligation for Costs and Future Projects.**

**A.** Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any Project provided for under the provisions of this Agreement. No County funds other than the amount of EECBG funds specified herein and received from the U.S. Department of Energy by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

**B.** This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

**C.** This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Recovery Act.

**D.** The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to Section 21 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

## **20. Indemnification.**

**A.** The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant

to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

**B.** In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this Section, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

**C.** The indemnification obligation under this Section shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

## **21. Suspension or Termination of Agreement.**

**A.** The Subrecipient agrees that, if the County determines that the Subrecipient has not complied with or is not complying with; has failed to perform or is failing to perform; or is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may:

- i. suspend or terminate this Agreement in whole or in part by written notice, and/or;
- ii. demand refund of any funds disbursed to Subrecipient;
- iii. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
- iv. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
- v. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- vi. withhold further awards for the program;
- vii. take other remedies legally available; or
- viii. take other appropriate legal action.

**B.** The County may send written notice suspending , effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program. The Subrecipient may be given up to ten (10) business days to come into compliance; provided, however, the County may also take any of the actions listed subparagraph A. hereof.

**C.** The County may send written notice to the Subrecipient suspending or terminating this Agreement in whole or in part effective immediately if it determines, in its sole discretion, that the Subrecipient has, including but not limited to: (i) used or is using fraudulent, coercive or dishonest practices; (ii) demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or (iii) endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit A hereto. The County may also take any of the actions listed in subparagraph A. of this Section; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

**D.** The Subrecipient agrees that this Agreement may be terminated for convenience, in whole or in part, as follows:

- i. by the County, in which case the Subrecipient shall return all unexpended funds and provide all final reporting, accounting and documentation required by the County; or

- ii. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant.
- iii. The written notice given under any of the subparagraphs of this Section may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

**22. Miscellaneous.**

**A. Relationship of Parties.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor.

**B. Signage.** The Subrecipient hereby agrees to permit appropriate signage, prepared and erected by the County, of the County's participation in the Project to be placed on the property.

**C. Copyright.** If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**D. Religious Activities.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as workshops, religious instruction or proselytizing.

**23. Notice**

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

**TO THE COUNTY:**

Mr. Kevin Givens, Director  
 Cook County Department of Environmental Control  
 69 W. Washington, Suite 1900  
 Chicago, IL 60602

**TO THE SUBRECIPIENT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**24. Effective Date; Close Out of Grant**

This Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and shall continue in effect for all periods in which the Subrecipient has control over EECBG funds and until this Project is closed out in accord with grant closeout procedures established by the County. For the purposes of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice to the Subrecipient that the grant is closed.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

**COUNTY OF COOK:**

BY: \_\_\_\_\_  
Chief of the Bureau of Community Development (Signature) Printed Name  
County of Cook

Attest: \_\_\_\_\_  
Cook County Clerk (Signature) Printed Name

County Seal:

Approved as to Form: \_\_\_\_\_  
Assistant State's Attorney (Signature) Printed Name

**SUBRECIPIENT:**

BY: \_\_\_\_\_  
Subrecipient Official (Signature) Subrecipient Official (Printed Name)

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed Name)

Subrecipient Seal:

Approved as to Form: \_\_\_\_\_  
Subrecipient Attorney (Signature) Subrecipient Attorney(Printed Name)

ATTACH: Exhibits  
Resolution

## EXHIBITS AND ATTACHMENTS

### EXHIBIT A

#### PROJECT SCOPE OF WORK, COMPLETION DATE AND LINE ITEM BUDGET

##### I. Scope of Work

**Objectives:** The Project will comprehensively address the following objectives of the EECBG Program:

- 
- 
- 

**III. Project Schedule/Completion Date:** \_\_\_\_\_

**Attach complete Project Schedule.**

**II. Program Budget:**

## EXHIBIT B

### EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit B is attached understands and agrees that it is a Subrecipient of the County of Cook, Illinois (the "County") in conjunction with the Energy Efficiency and Conservation Block Grant and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the U. S. Department of Energy (the "DOE"), or against any applicant for such employment, because of race, color, religion, sex, age, ancestry, marital status, handicap, unfavorable discharge from military service, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient further agrees to the following:

1. It will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Energy Efficiency and Conservation Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or DOE assisted work; provided, however, that if the Subrecipient so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract;
3. It will assist and cooperate actively with the County and DOE in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Energy, the Secretary of HUD and the County;
4. It will furnish the County and DOE such information as they may require for the supervision of such compliance, and will otherwise assist the County and DOE in the discharge of primary responsibility for securing compliance;
5. It will enforce the sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County, or DOE;
6. In the event that its fails or refuses to comply with the undertaking set forth, the County or DOE may cancel, terminate or suspend in whole or in part any contractual agreements the County or DOE may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, may take any of the actions set out of the actions in the agreement or may refer the case to DOE for appropriate legal proceedings.
7. It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, *et seq.*).
8. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135, as amended from time to time.
9. It will comply with the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*)
10. It will comply with 10 CFR 600, Subparts B, C & D, as applicable.

## EXHIBIT C

### FEDERAL COMPLIANCE ASSURANCES

In accordance with Title V, Subtitle E of the Energy Independence and Security Act (the "EISA"), as amended, and the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Without limiting the generality of the foregoing, the Subrecipient gives assurances and certifies with respect to the grant that:

- A.** Subrecipient possesses legal authority to make a grant submission and to develop, promote, implement and manage energy efficiency and conservation projects and programs.
- B.** Subrecipient has developed a program to promote projects that (1) reduce fossil fuel emissions; (2) reduce the total energy use of eligible entities, (3) improve energy efficiency in the transportation, building and other appropriate sectors and (4) create jobs.
- C.** Subrecipient will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- D.** Subrecipient's chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- E.** The grant will be conducted and administered in compliance with the following requirements:
  - 1. Any Subrecipient which is a municipal corporation, in its municipal operations, as applicable and in the administration of this Agreement, will affirmatively further fair housing;
  - 2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
  - 3. The Fair Housing Act (42 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
  - 4. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
  - 5. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
  - 6. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
  - 7. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
  - 8. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;
  - 9. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
  - 10. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
  - 11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;

12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);

14. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).

**F.** No funds provided under this Agreement nor personnel employed pursuant to this Agreement will be used for or in aid of any personal political purpose; Subrecipient will comply with any applicable provisions of the Hatch Act which limits the political activity of employees; and no funds provided under this Agreement nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**G.** Subrecipient will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.

**H.** If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.

**I.** No EECBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status.

**K.** The Subrecipient certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**L.** The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

## EXHIBIT D

### ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

#### SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

##### Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

##### Definitions

For purposes of this clause, the following definitions shall apply:

**“Covered Funds”** means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

**“Non-Federal employer”** means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

**“Recipient”** means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

## **A. Flow Down Requirement**

Recipients must include these special terms and conditions in any sub-award.

## **B. Segregation of Costs**

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

## **C. Prohibition on Use of Funds**

None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

## **D. Access to Records**

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, or sub grant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

## **E. Publication**

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this Agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code:

## **F. Protecting State and Local Government and Contractor Whistleblowers.**

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

***Prohibition on Reprisals:*** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a

person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies' provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement.

No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

## **G. Reserved .**

## **H. False Claims Act**

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

## **I. Information in Support of Recovery Act Reporting**

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

## **J. Availability of Funds**

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

## **K. Additional Funding Distribution and Assurance of Appropriate Use of Funds**

***Certification by Governor*** - For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

***Acceptance by State Legislature*** -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

***Distribution*** -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

## **L. Certifications**

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

## EXHIBIT E

### RECOVERY ACT REQUIRED CONTRACT PROVISIONS

#### REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS - SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

This provision applies to projects using funds made available under the Recovery Act for construction, alteration, maintenance or repair of a public building or public work.

(a) *Definitions.* As used in this award term and condition-

(1) *Manufactured good* means a good brought to the construction site for incorporation into .. the building or work that has been-

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multiState, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (I) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

Waivers issued by the Department of Energy may be found on the website of the Office of Energy Efficiency and Renewable Energy (<http://www.eere.energy.gov/>)

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that-

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(2) (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.* (1 )(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including-

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
  - (B) Unit of measure;
  - (C) Quantity;
  - (D) Cost;
  - (E) Time of delivery or availability;
  - (F) Location of the project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
  - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.11 O( a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost (dollars)*
<i>[Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>[Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) - SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) *Definitions.* As used in this award term and condition-

*Designated country* - (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country:

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

*Designated country iron, steel, and /or manufactured goods* - (1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good

distinct from the materials from which it was transformed.

*Domestic iron, steel, and/or manufactured good* - (1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

*Foreign iron, steel, and/or manufactured good* means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

*Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been-

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

*Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

*Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements-

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605( d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the funded project in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

None at this time.(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that-

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including-

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the

Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.11 O(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

## Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

## DAVIS BACON AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS AND CONTRACT PROVISIONS

### WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

This provision is required for any contract in excess of \$2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating, or a public building, or work financed in whole or in part from Federal funds, including Recovery Act funds.

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to

the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

## **DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT**

**Definitions:** For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3», the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those

contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b )(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis-Bacon poster (WH - 1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by a classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 3D-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked; deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.do1.gov/esa/whdlforms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the

agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees-

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing

construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(l) through (IO) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts I, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5. 12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5. 12(a) (1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the

Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**(c) Recipient Responsibilities for Davis Bacon Act**

(I) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this A ward;

(ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above:

(iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

**(d) Rates of Wages**

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING OF AN ENERGY EFFICIENCY AND CONSERVATION  
BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT**

**BE IT RESOLVED** by the Supervisor and Board of Town Trustees (the "Board") of Hanover Township, Cook County, Illinois, as follows:

**SECTION ONE:** That the Energy Efficiency and Conservation Block Grant Program Subrecipient Agreement dated July 12, 2010 between Hanover Township and the Cook County Bureau of Community Development and the Cook County Department of Environmental Control on behalf of the County of Cook (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved and ratified.

**SECTION TWO:** The Township Supervisor and the Township Clerk of Hanover Township are authorized to sign and attest, respectively, the Agreement on behalf of the Township.

**SECTION THREE:** The Township Supervisor and Township Administrator are authorized to perform such other acts as necessary for the Township to obtain the EECEBG funds to the extent permitted by law.

**SECTION FOUR: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION SIX: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Brian P. McGuire, Township Supervisor

ATTEST:

\_\_\_\_\_  
Katy Dolan Baumer, Township Clerk

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution \_\_\_\_\_, enacted on July 20, 2010, and approved on July 20, 2010, as the same appears from the official records of Hanover Township.

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Katy Dolan Baumer, Township Clerk



## Office of the Clerk

*Katy Dolan Baumer*

250 S. Route 59, Bartlett, IL 60103-1648  
Phone: (630) 837-0301 ext. 2129 Fax: (630)  
483-5689  
[www.hanover-township.org](http://www.hanover-township.org)

### CLERK'S OFFICE REPORT

July 20, 2010

#### **Office of the Clerk Mission:**

*The Clerk's Office is continuously striving to provide fast, courteous and efficient services to the Township residents, Board, other departments, and other citizens through the most modern and cost-effective methods available, and to maintain the Township records in a systematic, orderly, logically organized, and accessible manner.*

#### **Office of the Clerk Update:**

- ❖ Office extremely busy for the last couple of weeks with Passport Services and with issuance of vehicle stickers.
  - Office was open on Saturday, July 10 to offer Passport Services before the price increase; there were 26 people served.
  - Passport fees increased effective July 13, 2010: adult passport fees now \$110 and minor fees \$80. The processing fee of \$25 remains the same.
  - Year to date we are at \$11,260 in passport revenue.
- ❖ As part of FY2011 Goal #7, we are proud that the Clerk's webpage is updated with a lot of good information and it is user friendly. The page has information from 2005 to date, including: Board agendas, minutes, and Annual Town Meeting agendas, minutes and reports; FOIA information, ordinances, proclamations, resolutions, public notices and more information and downloadable forms for services being offered in the Clerk's office.
- ❖ Our office is looking at some options for an automatic identification card machine for the Township staff, volunteers and committee members. A couple of other departments are also interested with this option of automatic ID machine and are willing to share the cost.
- ❖ Township Prevailing Wages Ordinance #0608103 and Road District Prevailing Wages Ordinance #060810RD were filed at the Secretary of State Index Division on June 22, and Illinois Department of Labor on June 18. The notice of the Prevailing Wage Ordinance was published in the Daily Herald on June 30.
- ❖ Please be reminded that Breakfast with the Board scheduled for August 7 was canceled and the next Breakfast with the Board will be October 2.
- ❖ Please be informed that Streamwood Summer Celebration Parade will be held on Saturday, July 24. Step off time will be 10:30 a.m. Official's number is 41.

#### **Community Engagement:**

- ❖ The Clerk's office participated in the July 4<sup>th</sup> parade in Hoffman Estates and in Bartlett.
- ❖ Clerk Dolan Baumer and Deputy Clerk Crespo presented voter registration at Lexington Healthcare in Streamwood on June 24.
- ❖ Mrs. Stade presented the Clerk's Office at the Bartlett Expo on July 14.

#### **Records Management:**

- ❖ All Township agreements, contracts, ordinances, proclamations, resolutions, minutes, and agendas FY2005 to present are scanned and available on the website and in the Township shared drive.
- ❖ Records Destruction: prior to document shred on August 14: we ask that any department that has approved shred documents that were not shredded during the last shred to make sure they are out and available to be destroyed per approval by the Local Records Commission.

## Important Dates to Remember:

July 20	Regular Board Meeting (Veterans Hall)
July 24	Streamwood Summer Celebration Parade (Officials #41)
July 26	Committee on Youth
August 3	Regular Board Meeting (Veterans Hall)
August 9	Senior Citizen Services Committee
August 10	Mental Health Board
August 17	Regular Board Meeting

OFFICE OF THE CLERK - SERVICES													
STATISTICS	Passports			Fishing Hunting Licenses			Handicap Placards			Cook County Vehicle License Stickers			Voter Registration
	FY2009	FY2010	FY2011	FY2009	FY2010	FY2011	FY2009	FY2010	FY2011	FY2009	FY2010	FY2011	*as of March 2010
May	137	133	181	14	27	33	NA	32	28	95	0	15	*180
June	107	122	149	11	29	17	NA	23	29	238	388	185	16
July	146	118		NA	12		28	29		0	0		
August	101	109		6	9		34	34		0	16		
September	95	103		4	0		26	29		8	4		
October	90	105		3	3		36	26		0	3		
November	73	64		2	3		19	24		0	1		
December	103	99		0	0		32	39		7	0		
January	175	174		0	4		27	52		0	0		
February	158	158		4	2		32	27		0	1		
March	192	314		11	17		23	31		5	1		
April	180	140		39	27		25	20		0	0		
<b>TOTAL</b>	<b>1557</b>	<b>1639</b>	<b>334</b>	<b>94</b>	<b>133</b>	<b>50</b>	<b>282</b>	<b>366</b>	<b>57</b>	<b>353</b>	<b>414</b>	<b>200</b>	<b>196</b>

# ***Facilities and Maintenance***

Reporting to – Town Board---July 20<sup>th</sup> 2010

The Maintenance staff, along with the rest of the Township, has kept itself busy with the Operation Support Our Troop's event. We were responsible for setting up tents, moving tables and chairs, parking cars and many other things involved. The Maintenance Department was also responsible for the take down of all the tents, tables and chairs.

With the help of the Highway Department, the Maintenance Department recently completed the tear off of old shingles and the installation of new shingles over the YFS Department. We also ordered and installed a new ceiling sky light over the lobby of the Township Administration building. The new skylight is clear so that during the day we have more natural light in the building and are able to keep all the lobby lights off.

In the YFS Department we installed a new screen door on one of the emergency doors so they can let natural air in. We also shampooed the carpets.

The Highway garage drainage system continued to back up. After many attempts to clean the system from inside, we determined that we needed to go outside. We called the Village of Bartlett to help locate the pipe line. After finding a buried sewer we were able to determine the blockage. The Village then helped with jetting the pipe clear. Unfortunately we determined that the pipe had been damaged due to the fiber optics directional boar, which most likely occurred in 2004. After a combined effort between the Maintenance Department and the Highway Department, we dug down to the damaged pipe, lifted the fiber optics cables and then repaired the pipe.

The Maintenance Department continues to work with the Assistant Grants Manager from the Cook County Department of Planning and Development on the CDBG grants. In addition, we have started working with the Architect on the design phase of the Astor Ave. construction project.

Respectively Submitted

Steve Spejcher  
Director of Facilities and Maintenance

## **Hanover Township Mental Health Board**

**July, 2010**

### **Report**

The Hanover Township Mental Health Board hosted its annual call for proposals meeting on June 25, 2010. 45 persons representing 37 agencies were in attendance. The purpose of the meeting was to review current and new grant opportunities, application processes and other pertinent details.

The Hanover Township Mental Health Board continues planning for the upcoming Mental Health Conference for the Faith Community. The date for the conference is Tuesday, 11/09/2010. The location is 2<sup>nd</sup> Baptist Church in Elgin. The Mental Health Board is a major co-sponsor for the event. To date, \$6,775.00 have been raised to support the all day conference. Faith community leaders of all denominations are the targeted audience. There is a projected goal of 300 attendees. Registration is \$30.00. The Hanover Township Mental Health Board is the fiscal agent for the event.

The 5 collaborative work groups that developed from the Hanover Township Mental Health Board's Community Planning meeting have been activated and are currently engaged in developing priorities for the upcoming years in the areas of: job development for persons with developmental or cognitive disabilities, developing strategies to determine where gaps in mental health related services across demographic lines exist within Hanover Township, creating a public awareness campaign across disciplines and focusing on how best to leverage use of the Hanover Township Mental Health Board's network of care site across disciplines.

The Hanover Township Mental Health Board, Hanover Township Senior Services Department and Alexian Brothers Center of Mental Health are planning an August 3, 2010 kick-off event to introduce the provision of mental health services for seniors (provided by Alexian staff) at the Senior Center. The reception will be held from 6:00-7:00 PM.

Electronically submitted by,  
Danise Habun  
Executive Director

## **Hanover Township Senior Services Board Report – June 2010**

Respectfully submitted by Barbara Kurth Schuldt, Director, Senior Services

### **Programming**

- Mah Jongg tournament was held on June 1<sup>st</sup> and 12 people joined in the fun.
- Musical Performer Bob Kalal entertained 52 seniors as he played guitar, banjo, ukulele and sang!
- 51 seniors enjoyed authentic Bohemian food at the Lunch Bunch at Bohemian Garden, Downers Grove.
- *Sugar*: Drury Lane Theatre, Oakbrook Terrace. Based on the film, *Some Like It Hot*; enjoyed by 31 seniors.
- Senior Spelling Bee: Bernice and Bonnie Miller won our local competition. They will be competing in the regional Bee held at Hanover Township Senior services on July 6th.
- Senior services has partnered with Bartlett travel agency, Ultimate Travel, for an unforgettable Mackinac Island experience. 57 seniors took part in a free lunch to learn about the trip.
- Garfield Park Conservatory and Pegasus Restaurant, Chicago. 30 seniors

### **Computer Instruction**

- Internet and Email, Microsoft Word, How to buy a new computer, Skype, Excel, Files and Folders.

### **Arts & Crafts Instruction**

- Students spent the day at the Chicago Botanic Gardens taking photos to prepare for their paintings. Classes learned how to graph and draw water lilies; learned layering, color and masking.
- Chicago Art Institute: Matisse Exhibit
- Craft: Christmas in July. The class created 30 Uncle Sam's for the Christmas in July Adopt-A-Senior program. Found objects were used. 20 were made to top the packages given to the recipients.
- Fused Glass. The students created a unique pendant made of colorful glass. The second class was used to embellish the finished product with colorful wire and beads.
- Garden Toad Homes were created out of hand built clay with the use of the slab roller and decorated.

### **Volunteers**

- Senior Services teamed up with a Barrington Middle School Service Learning class to provide yard work assistance to three seniors in Hanover Township.

### **Social Services**

- Staff attended Rich Township Senior Companion Recognition Luncheon with our Senior Companion Volunteers. Hanover Township was able to answer Rich Township's call to assist with transportation for the luncheon.
- Senior Services Director and Social Services team met with Neighbors for Neighbors. This community organization provides financial assistance to the Bartlett community to resolve a short term crisis or assist a medical need.
- This month we were given the opportunity to add on a second Case Manager for the CEDA REACH Program. Seven additional Township residents received utility bill budgeting and a stipend on their utility bills.
- We are pleased to offer the CEDA Relief Program at the center. Our role was to refer clients for a one-time payment of \$300 towards financial hardships such as medical bills, car insurance, Cobra Payments, car repairs.
- Social Services Manager and Specialist attended an "in-service" training for the Stanford University program, "Take Charge of Your Health."
- Social Services Programs offered: Keeping a Healthy Senior Mind (Alexian Brothers Center for Mental Health), Choices in Long Term Care Setting (HCR Manor Care-Elgin), Meet, Eat & Greet (Social Services Team), Chair Massage Therapy (Terri Holmes-Licensed Massage Therapist), Positive Action Group (Cathy Reese), Senior Will Program (Chicago Bar Association), Grief Support Group (Monarch Hospice), Caregiver Support Group (Catholic Charities & Hanover Township Senior Services), CEDA REACH Program (CEDA Central), CEDA Energy/Budgeting Program (CEDA Central) & Foot Spa Clinic (Homebound Health Care).

### **Transportation**

- The T.R.I.P. program has 260 residents registered. We requested 38 one way rides with the service in June.
- We received separate donations for 25 bus cards at \$15.00 each.

## Hanover Township Senior Services Monthly Statistics ~ June 2010

<b>Programming Division</b>	
<b><i>Recreation</i></b>	
104	# Planned programs at Senior Center
1550	# Participants at Senior Center
4	# Offsite trips & events
112	# Program participants on trips & offsite events
98	# Wait listed (unduplicated) for trips only
42	# Names added to Newsletter Mailing List
<b><i>Arts &amp; Crafts</i></b>	
28	# Art classes
307	# Art class participants
<b><i>Computer Classes</i></b>	
26	# Computer classes
192	# Computer class participants
<b><i>Volunteers</i></b>	
12	# New requests for volunteers
5	# New volunteers
1379	# Volunteer hours reported
1207	# Meals delivered by volunteers
536	# Congregate meals served
<b>Social Services Division</b>	
1281	# Active cases
457	# Contacts with active cases
582	# Telephone calls
81	# Office appointments
1	# Home visits
268	# Referrals given to clients to contact other agencies
173	# Outside resources contacted on behalf of clients
0	# Elder abuse referrals
2	# Energy Assistance programs
216	# Prescription drugs & health insurance assistance
22	# Public Aid programs
24	# RTA Senior & Disabled Ride Free
12	# Social Service programs at Senior Center
141	# Social Service program participants
105	# Lending Closet transactions
3	# Unmet needs (services of referrals not available)
<b>Transportation Division</b>	
1511	# One-way rides given
230	# Individuals served – unduplicated
22	# New riders
137	# Riders under 60
291	# Rides given to disabled
154	# Wheelchair assisted rides
203	# Rides to dialysis
182	# Rides to Victory Centre of Bartlett
49	# Unmet requests for rides

**WELFARE SERVICES**  
**BOARD REPORT**  
*JULY, 2010*

The Summer Lunch Program has taken off as Astor Avenue. With lunch being served every Monday, Wednesday and Friday from 11:00 – 12:30 as many as 70 children are being fed daily. When the program first began, lunches were delivered for 25 children. That number continues to grow daily and numbers have increased to 70. If we continue to turn children away a request for more lunches will require two shifts to ensure all hungry children are fed. Hanover Park Police Department is known to frequent our lunches on most days. They come in, eat lunch and sit with the children. Please feel free to stop by any Monday, Wednesday or Friday between 11:00 and 12:30 for lunch and see what this program is all about.

Staff attended a meeting CEDA in Mount Prospect to learn about services. They were surprised to hear that ComEd Hardship, Weatherization as well as other programs were now being offered at Hanover Township. They discussed how they are no longer receiving complaints from clients and are now willing to do outreach from Astor Avenue. Employment counseling will be available the first Thursday of each month beginning in August for any resident needing assistance. Clients will be offered resume services as well as education on using search engines and interview techniques. Mortgage and Rental Assistance Programs are also available through CEDA, a representative will be coming monthly to assist our residents in this area as well. Financial planning, how to get control of your debt, mortgage modification are a few of the workshops they are interested in providing at Hanover Township on a regular basis.

**General Assistance:**

With the seriousness of the economic crisis Welfare Services is changing the General Assistance grant amount to \$650.00 monthly beginning on September 1s, 2010. This increase will better assist our residents and in many cases allow them to find shelter. Each recipient will receive \$650.00 monthly to be used for shelter, utilities, transportation, food, personal care items as outlined in the flat grant manual.

There is been a steady flow of inquiries regarding emergency assistance funds. Although there has been an increase there are still funds available.

The auxiliary volunteer staff continues to grow; they work the food pantry Tuesday thru Saturday as well as run the summer lunch program. Currently, 70 lunches are being distributed with more children coming every day. As the numbers continue to grow it may become necessary to go to split shifts so all can be served.

**Food Pantry:**

With the increase in the number of pick-ups at Target Stores the food pantry is well supplied with bread and sweets.

Willow Creek supplied a large shipment of diapers, toilet paper and Kleenex. Paper goods are difficult items to get and always in demand.

Mission has been delivering large number of shipments of tortilla chips to the pantry. Clients are pleased to receive some snack items as they are not always available.

Candlelight bowl sponsorship letters have been mailed and donations are coming in steadily.

Looking ahead:

- Beginning on July 19<sup>th</sup> – LIHEAP Summer Cooling Program begins. Welfare Services staff and Senior Services staff will be busy entering applications at the Senior Center.
- Welfare Services will be attending the Community Resource fair at Blackhawk Homeowners Association on July 27<sup>th</sup> and will be distributing 50 backpacks.
- Hanover Park Police Department will hold safety training for Astor Avenue staff as well as Community Health and Senior Services at Astor.
- Welfare Services in cooperation with Senior Services is hosting a LIHEAP Summer Cooling community outreach in Elgin at the Crestwood Apartments on Monday, September 13<sup>th</sup>.
- Backpack packing will take on August 6<sup>th</sup> at 5:00pm at the Senior Center. Approximately 720 backpacks will be on hand to fill with donated supplies.
- Backpack applications are being accepted at Astor Avenue as well as Open Gym beginning Monday, July 19<sup>th</sup>.
- Approximately 720 backpacks will need to be filled donated supplies.
- Candlelight Bowl scheduled on September 24, 2010 at Bowlway in Elgin is quickly approaching. Several sponsorship checks and raffle prizes have been received. Please let Mary Jo know if you are planning on attending.
- Sponsor-A-Family planning is underway. Support letters will be mailed by the end of August and applications will be available for families. October 4<sup>th</sup>.

***STATISTICS:***

General Assistance Active Clients: 5

General Assistance Pending Applications: 3

General Assistance Denials: 4

General Assistance Terminations: 0

General Assistance Client Appointments: 8

Emergency Assistance Appointments: 8

Walk-Ins (Welfare Services): 40

Walk-Ins (Reception): 68

Weatherization Applications: 9

ComEd Hardship Applications: 24

Access To Care: 2

**Food Pantry Statistics:**

488 Families Served in June

175 Families attend Mobile Pantry on June 25

Prince of Peace church in Schaumburg sponsored a mobile pantry on June 25<sup>th</sup> at Laurel Hill school in Hanover Park. This was the first time a mobile pantry was held in a neighborhood and more than 175 families attended.

TOTAL: **663** Families for June

28 Donations Were Received

38 New Applications were taken

**Updates:**

- Food Pantry patrons will be able to receive food twice monthly beginning September 1<sup>st</sup>.
- Panera Bread has agreed to donate bread an additional day of breads and sweets to the food pantry. Donations are picked up Wednesday, Thursday and Friday.
- Mission is delivering tortilla chips once a week.
- School Supplies boxes have been distributed to 11 locations to collect supplies for the backpack giveaway.

Finally, Director Facilities and Maintenance Steve Spejcher met with the Architect and Astor Avenue staff to discuss the CDBG remodel project. Many good ideas were presented and drawings and pricing should be presented within the next few weeks.

Respectfully submitted,

*Mary Jo Imperato*

Welfare Services Director

*Mission Statement*

*Hanover Township Welfare Services is committed to improving the welfare of Hanover Township residents experiencing hardship. Providing resources and support empowering residents in achieving self sustainability; to serve promptly with dignity and respect.*

Hanover Township Youth and Family Services  
Board Report  
July 20, 2010

1. The summer Open Gym program is at the half way mark. Twenty children, on average each day, are on a wait list to participate. Open Gym will be ending on August 13<sup>th</sup>, 2010. Family Fun week will be occurring on August 9<sup>th</sup> -13<sup>th</sup>, please come out and have some fun with your family and the residents of Hanover Township.
2. Spanish speaking therapy services has been reopened; Irene Corzo, LCPC has returned following a leave.
3. An offer has been made and is contingent on the passing of background checks and drug screen for the Volunteer Coordinator and Prevention Specialist position. Anticipated start date is August 2<sup>nd</sup>, 2010.
4. The summer Tutoring program is full and going well. The program will be ending on Monday, August 9<sup>th</sup>, 2010. Dates for the Fall Program are being determined. Exploration into expanding tutoring for high school students is underway.
5. A teleconference with various National Lewis University Department Chairs took place on Wednesday, June 30<sup>th</sup>, 2010 to share ideas about a possible collaboration in developing an Educational Resource Center. On Wednesday, July 7<sup>th</sup>, 2010, John Parquette, LCSW and Susan Alborell, LCSW, met at National Lewis University, Skokie Campus, to start brainstorming ideas, best practices, and resources for a possible collaboration. Development of a plan is occurring and will be presented at a future date.
6. NLU community volunteers hosted a park clean up on June 19<sup>th</sup>, 2010, at Lacey Park, 735 Stowell Avenue in Streamwood. Sixteen members cleaned, painted equipment, planted flowers, and mulched the park. Afterwards, NLU enjoyed a cookout at Kiddie Corner Park, 1560 McKool Ave. in Streamwood.
7. NLU also had a park cleanup day at Sunnysdale Park, Streamwood, on Thursday, July 1<sup>st</sup>, 2010. Ninety residents including NLU members and neighbors from the immediate area cleaned the park, planted flowers, and mulched. A cookout occurred afterwards and games were played by all.
8. Interviews are occurring for Therapist positions; and recruitment has begun for the Outreach Services Coordinator position.
9. Eight families have presented for Family Therapy Services since last report. Five are English speaking families and three are Spanish speaking families. Of these families, three are Streamwood residents, three are Hanover Park residents, and two are Bartlett residents.