

APPOINTMENTS

1. MOVED, that the Mayor and Board of Trustees re-appoint Ida Calloway, 443 Shabbona, to a three-year term on the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Stephen Lloyd, 322 Farragut, to a two-year term on the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Mattie W. Allen, 404 Rutledge, to a one-year term on the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Jacqueline Washington, 538 Homan, to a two-year term on the Beautification Awards Committee, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Catilda Kennedy, S. 216 Orchard, to a two-year term on the Beautification Awards Committee, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Linda Brooks, 42 Monee, to a three-year term on the Beautification Awards Committee, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Susan Klawitter, 309 Somonauk, to a three-year term on the Beautification Awards Committee, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Rose Turner-Green, P.O. Box 491, to a three-year term on the Beautification Awards Committee, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees appoint Connie Banks, 318 Mohawk, to a one-year term on the Beautification Awards Committee, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees appoint Verena Ellenberg, 3233 Western, to a one-year term on the Beautification Awards Committee, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Terry Davis, 206 Juniper, to a two-year term on the Cable Communications Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Tim Colburn, 453 Tamarack, to a two-year term on the Cable Communications Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Rickey Williams, 5 Westwood Court, to a three-year term on the Cable Communications Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Lisa Keene, 438 Winnebago, to a three-year term on the Commission on Human Relations, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Mamie L. Rodgers, 220 Juniper, to a three-year term on the Commission on Human Relations, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Toni Cox, 75B Cedar, to a two-year term on the Commission on Human Relations, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees appoint Velda L. Erie, P.O. Box 74, to a two-year term on the Commission on Human Relations, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees appoint Georgina Ayala, 125 Willow, to a three-year term on the Commission on Human Relations, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees appoint Rev. Terry Johnson, 78 Cherry St., to a two-year term on the Commission on Human Relations, to expire on December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Phillip Perkins, 164 Hemlock, to a two-year term on the Economic Development Advisory Group, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Sheilia Whorton, 411 Winnebago, to a two-year term on the Economic Development Advisory Group, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Shannon Bond, 435 Wildwood, to a three-year term on the Economic Development Advisory Group, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint PC Smith, 393 Dogwood, to a three-year term on the Economic Development Advisory Group, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Sam Montella, Post Office Box 254, Schererville, Indiana, to a three-year term on the Economic Development Advisory Group, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees appoint Barbara Moyle, 330 Minocqua, to a one-year term on the Economic Development Advisory Group, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees appoint Zerex Veal, 476 Tomahawk, to a two-year term on the Economic Development Advisory Group, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Margaret A. Tate, 239 Indianwood, to a three-year term on the Environment Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Dave Bartlett, 66 Water, to a two-year term on the Environment Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint James Saxton, 241 Indiana, to a two-year term on the Environment Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Rosemary Piser, 2916 Western, to a two-year term on the Environment Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Kevin Headley, 226 Fir Street, to a one-year term on the Environment Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Ed Gay, 229 Grant to a four-year term on the Park Forest Housing Authority, to expire December 31, 2014.

MOVED, that the Mayor and Board of Trustees re-appoint Michael Graczek, 267 Arrowhead, to a three-year term on the Plan Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Vernita Wickliffe-Lewis, 204 Early, to a two-year term on the Plan Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Terry Lusby, 412 Miami, to a two-year term on the Plan Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Cynthia Burton-Prete, 324 Sauk Trail, to a two-year term on the Plan Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Marguerite Hutchins, 224 Illinois, to a three-year term on the Plan Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees appoint Christopher Williams, 470 Lakewood, to a three-year term on the Plan Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Janis Vinson, 252 Westwood, to a two-year term on the Recreation & Parks Board, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Susan Brazzale, 320 New Salem, to a two-year term on the Recreation & Parks Board, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Richard Whitehead, 26 Bigelow, to a two-year term on the Recreation & Parks Board, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Mark Zarat, 334 Manitowac, to a three-year term on the Recreation & Parks Board, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees appoint Garry Barnett, 314 Waldman, to a three-year term on the Recreation & Parks Board, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Louise Smith, 3001 Western, to a two-year term on the Senior Citizen Advisory Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint David Atkins, 151 Main, to a two-year term on the Senior Citizen Advisory Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Linda Marron, 230 Krotiak, to a three-year term on the Senior Citizen Advisory Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Lois Merritt, 151 Main, to a three-year term on the Senior Citizen Advisory Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Helen Bachelder-Peele, 76 Birch, to a two-year term on the Senior Citizen Advisory Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees appoint Lenora McWhorter, 151 Main, to a three-year term on the Senior Citizen Advisory Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Diane E. Hill, 221 Indiana, to a two-year term on the Youth Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Vernice Warren, 101 Monee, to a three-year term on the Youth Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Dorothy Furnace, 221 Illinois, to a two-year term on the Youth Commission, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees appoint John R. Ray, 213 Ash, to a three-year term on the Youth Commission, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Kimberly Elmore-Perkins, 164 Hemlock, to a two-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Michiel Burnett, 23451 Western, to a two year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Charles Beasley, 253 Arcadia, to a three-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees re-appoint Marilyn Bedwell, 367 Westgate, to a three-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2013.

MOVED, that the Mayor and Board of Trustees appoint Ronald D. Robinson, 49 Indianwood, to a two-year term on the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2012.

MOVED, that the Mayor and Board of Trustees re-appoint Stephen Lloyd, 322 Farragut, to a one-year term as Chairperson of the Board of Fire & Police Commissioners/Personnel Board, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Willie Brooks, 42 Monee, to a one-year term as Chairperson of the Beautifications Awards Committee, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Rose Turner-Green, P.O. Box 491, to a one-year term as Vice Chairperson of the Beautifications Awards Committee, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Daniel Karwatka, 532 Homan, to a one-year term as Chairperson of the Cable Communications Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Rickey Williams, 5 Westwood Court, to a one-year term as Vice Chairperson of the Cable Communications Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Alfreda Keller, 27 Dogwood, to a one-year term as Chairperson of the Commission on Human Relations, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Michael Brown, 373 Lakewood, to a one-year term as Vice Chairperson of the Commission on Human Relations, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Sam Montella, Post Office Box 254, Schererville, Indiana, to a one-year term as Chairperson of the Economic Development Advisory Group, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Sheilia Whorton, 411 Winnebago, to a one-year term as Vice Chairperson of the Economic Development Advisory Group, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Dave Bartlett, 66 Water, to a one-year term as Chairperson of the Environment Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint James Saxton, 241 Indiana, to a one-year term as Vice Chairperson of the Environment Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Vernita Wickliffe-Lewis, 204 Early, to a one-year term as Chairperson of the Plan Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint S. Douglas Price, 2839 Western, to a one-year term as Vice Chairperson of the Plan Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Glenna Hennessy, 326 Sioux, to a one-year term as Chairperson of the Recreation & Parks Board, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Richard Whitehead, 26 Bigelow, to a one-year term as Vice Chairperson of the Recreation & Parks Board, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Helen Bachelder-Peele, 76 Birch, to a one-year term as Chairperson of the Senior Citizen Advisory Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Linda Marron, 230 Krotiak, to a one-year term as Vice Chairperson of the Senior Citizen Advisory Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Diane Hill, 221 Indiana, to a one-year term as Chairperson of the Youth Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Dorothy Furnace, 221 Illinois, to a one-year term as Vice Chairperson of the Youth Commission, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Nissim Eskenazi, 310 Sheridan, to a one-year term as Chairperson of the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees re-appoint Kimberly Elmore-Perkins, 164 Hemlock, to a one-year term as Vice Chairperson of the Equal Employment Opportunity Review Board, the Fair Housing Review Board, and the Zoning Board of Appeals, to expire December 31, 2011.

1/3/2011

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

January 3, 2011

Roll Call

1. IEPA Low Interest Loan Agreement L173142 for Water Main Improvements IEPA Loan
2. IEPA low interest Loan Agreement L173667 for Excess Flow Treatment Facility Rehabilitation and Sanitary Sewer Rehabilitation

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: December 28, 2010

TO: Mayor John Ostenburg
Board of Trustees

FROM: Kenneth Eyer
Director of Public Works

RE: IEPA low interest Loan Agreement L173142 for water main improvements

BACKGROUND/DISCUSSION: The Village submitted three (3) projects to the Illinois Environmental Protection Agency (IEPA) in 2009 in an effort to obtain Federal stimulus funds. These projects did not receive any stimulus funding in 2009 but were still on the waiting list for 2010. The IEPA determined that these projects were not eligible for any “forgiveness funding” for 2010 but are eligible for the low interest loan program at a rate of 1.25%. The first of these projects is the Water System Improvements.

This project consists of the installation of approximately 13,400 lineal feet of 8-inch water main, 4 water-main pressure connections, 21 water main non-pressure connections, 40 water valves, 32 temporary line stops, 38 fire hydrants, 216 water service reconnections, 3 water booster stations, 7 water sampling stations, pavement and parkway restoration and other miscellaneous items of work.

Baxter & Woodman prepared plans and specifications along with the IEPA project application. On August 25th bids were received and analyzed by Baxter & Woodman. On September 14 the Board conditionally awarded the contract to Trine Construction Corp, West Chicago, Illinois for the Alternate Bid of \$2,825,096.50 along with an amendment to Baxter and Woodman’s Engineering Service Contract for Construction Engineering Services and preparation of loan documentation in the amount not to exceed \$208,500.00. The conditional award was based on the Village obtaining a low interest loan from the IEPA.

This project will utilize the three dollar Water Main Infrastructure Replacement fee that was established by the Board in 2008 to pay back the loan.

On December 15, 2010 the Illinois Environmental Protection Agency approved this loan offered to the Village in the amount of \$3,299,546.00 at a 1.25 percent simple annual interest rate.

The Department of Public Works requests the Board consider authorizing the Village Manager to accept the loan offer for this project on behalf of the Village.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of January 3, 2011 for discussion.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 • (217) 782-2829
James R. Thompson Center, 100 West Randolph, Suite 11-300, Chicago, IL 60601 • (312) 814-6026

PAT QUINN, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-2027

DEC 15 2010

The Honorable John A. Ostenburg
Mayor, Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

Re: Village of Park Forest/L173142

Dear Mayor Ostenburg:

It is a pleasure to advise you that your application for a public water supply loan, under the provisions of the Environmental Protection Act, has been approved in the amount of \$3,299,546 at a 1.25 percent simple annual interest rate.

The Loan Agreement is enclosed in triplicate. After the Agreement is reviewed, the original and one copy should be signed by the appropriate official and returned to the Infrastructure Financial Assistance Section, Bureau of Water, P.O. Box 19276, Springfield, IL 62794-9276 as soon as it is signed, but no later than February 1, 2011. The second copy is for your records. Receipt of a written refusal or failure to return the properly executed documents within the specified time will subject the Loan Agreement to cancellation consideration.

Your attention is invited to the Standard Conditions of the Loan Agreement which outline DBE reporting requirements and the terms of the loan. The schedule is based on your awarding contracts and initiating project construction promptly. Your compliance with loan conditions and terms will facilitate our processing and your receipt of loan disbursements. In addition, by acceptance of this loan agreement, the loan recipient agrees to comply with any future reporting and/or accountability requirements.

In accordance with the Procedures For Issuing Loans From The Public Water Supply Loan Program Title 35 Ill. Adm. Code Part 662 (Loan Rules) concerning project initiation, we endorse the award of the construction contract for the scope of work identified in the Project Description to Trine Construction Corporation in the allowable amount of \$2,825,093.

Please submit a copy of the executed contract document, a copy of the certificate of insurance, a copy of the performance and payment bonds and a copy of all notices to proceed as soon as these documents are available.

Addenda Nos. 1 and 2 have also been reviewed and have been found acceptable. A supplemental permit is not required for these addenda.

You are reminded that it is your responsibility as the loan recipient to maintain copies of the bids for all firms that bid on prime contracts, or bid or quote on subcontracts in accordance with the Standard Conditions along with obtaining copies of all subcontract awarded by the prime contractor and verifying these contracts in accordance with the Standard Conditions.

Rockford • 4302 N. Main St., Rockford, IL 61103 • (815) 987-7760

Elgin • 595 S. State, Elgin, IL 60123 • (847) 608-3131

Bureau of Land – Peoria • 7620 N. University St., Peoria, IL 61614 • (309) 693-5462

Collinsville • 2009 Mall Street, Collinsville, IL 62234 • (618) 346-5120

Des Plaines • 9511 W. Harrison St., Des Plaines, IL 60016 • (847) 294-4000

Peoria • 5415 N. University St., Peoria, IL 61614 • (309) 693-5463

Champaign • 2125 S. First St., Champaign, IL 61820 • (217) 278-5800

Marion • 2309 W. Main St., Suite 116, Marion, IL 62959 • (618) 993-7200

And finally, if a Pre-Construction Conference is to be held on your project, please contact the Illinois EPA Regional Office located in Elgin at 847/608-3131 with the time and place of the meeting. Regional office personnel will be conducting interim and final inspections during the construction of your project.

If you have any questions regarding this project, please contact Roger Vollbracht, the project manager, Infrastructure Financial Assistance Section, at 217/782-2027.

Congratulations on the receipt of this Loan Agreement and we look forward to working with you during the project.

Very truly yours,



Douglas P. Scott
Director

DPS:RDV:Tm10111602

Attachments

cc: Clerk, Village of Park Forest
Cons. Engr., Baxter & Woodman (Mokena)
Thomas Mick, Village Manager

LENDOR:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:

Park Forest
350 Victory Drive
Park Forest, IL 60466

FEIN: 366-006-040

TERMS OF THE LOAN

Loan amount:	\$ 3,299,546.00	Initiation of operation:	07/01/2011
Annual fixed loan rate:	1.2500 %	Initiation of repayment period:	07/01/2011
Term:	20 years	First repayment due:	01/01/2012
Repayments:	Semi-annual	Final repayment due:	07/01/2031
Construction start:	01/01/2011		
Construction complete:	09/01/2011		

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.



Agency Signature

Douglas P. Scott, Director

Name and Title

12/15/10

Date

By:



Agency Signature

Lisa Bonnett, Acting Deputy Director

Name and Title

This offer must be accepted, if at all, on or before ~~01/01/2011~~. 02/01/2011

Acceptance on behalf of the Borrower (SIGNATURE)

Authorized Representative

Date

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

The project consists of improvements to the Village of Park Forest Public Water Supply. The work includes the following:

- 13,400 linear feet of 8-inch diameter water main
- 216 water service reconnections
- 40 water valves
- 38 fire hydrants
- 7 water sampling stations
- Autumn Ridge Pumping Station installation
- Blackhawk Drive Pumping Station installation
- Tamarack Street Pumping Station installation
- Connections and miscellaneous appurtenances
- Restoration

This work is covered by IEPA Construction Permit Numbers 1260-FY2009, 1260-1-FY2009 and 1260-2-FY2009.

PROJECT BUDGET

	TOTAL	ELIGIBLE
Design Engineering	\$ 181,200.00	181,200.00
Construction Engineering	208,500.00	208,500.00
Construction	2,825,093.00	2,825,093.00
Contingency	84,753.00	84,753.00
Total Costs	\$ 3,299,546.00	3,299,546.00

The loan amount is \$ 3,299,546.00

STANDARD CONDITIONS

See Attachment A

Attachment A

Loan Recipient: Park Forest
L173142

Loan Agreement – Standard Conditions Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the governmental entity and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment.

3. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, and Principal Payments.

- a) In accordance with Ill. Adm. Code 662.440, the fixed rate is comprised of interest and loan support, both of which are established annually and will be reported at the Agency's public hearing. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.
- b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.
- c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.
- d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.
- e) The final principal amount will be determined by the Agency after a final disbursement request, final inspection and project review have been made to ensure all applicable loan conditions have been satisfied.
- f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

- g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.
- h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.
- i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

4. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

5. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site at:

<http://www.epa.state.il.us/water/forms.html#financial-assistance>

6. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act and Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

7. FINAL INSPECTION

The loan recipient must notify the Agency in writing within 30 days of the completion of project construction and submit the final change order, along with the contractor's final costs. The plans of record should be forwarded to the appropriate Agency regional field office. The Agency will schedule the final inspection within 60 days of the receipt of the notice, provided all necessary change orders have been submitted and approved by the Agency.

8. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final inspection for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.740.

9. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

10. DELINQUENT LOAN REPAYMENTS

- a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.1120 Delinquent Loan Repayments.
- b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.
- c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 30 days.
- d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

11. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance Number 66.468) which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from the Drinking Water State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

12. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

13. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.930.

14. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

15. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time one or more of the recipient's outstanding loans with the Agency which are pledged to secure bonds issued on behalf of the Agency and the aggregate principal amount of such loan or loans exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

16. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>

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The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

18. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying 40 CFR Part 34
- c) Complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Form (I-9)

- d) False Claims Act – Prompt referral to USEPA’s Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)

19. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient’s knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

AGENDA BRIEFING

DATE: December 28, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: IEPA low interest Loan Agreement L173667 for Excess Flow treatment Facility Rehabilitation and Sanitary Sewer Rehabilitation

BACKGROUND/DISCUSSION: The Village submitted three (3) projects to the Illinois Environmental Protection Agency (IEPA) in 2009 in an effort to obtain Federal stimulus funds. These projects did not receive any stimulus funding in 2009 but were still on the waiting list for 2010. The IEPA determined that these projects were not eligible for any “forgiveness funding” for 2010 but are eligible for the low interest loan program at a rate of 1.25%. The remaining two projects are for Excess Flow Treatment Facility Rehabilitation and Sanitary Sewer Rehabilitation. Both of these projects will be covered under a single loan agreement L173667.

The Excess Flow treatment Facility Rehabilitation project consists of adjusting an overflow weir in a diversion structure; replacing line-shaft pumps with submersible pumps; replacing electrical controls; replacing rectangular clarifier equipment including: flights, wearing strips, sprockets, shaft bearings, motor drive, and reducer; sand blasting and painting weir troughs; replacing the chlorine enclosure and controls; and other miscellaneous items of work.

The Sanitary Sewer Rehabilitation project consists of approximately 16,247 lineal feet of 8-inch sanitary sewer cast in place lining and 210 sanitary service reinstatements, 7 manhole cover replacements, 6 manhole frame replacements, 9 manhole adjusting ring replacements, remove and replace steps in 22 manholes, installation of 1 chimney seal, 176 vertical feet of interior manhole sealing, pavement and landscape restoration, and other miscellaneous items of work.

Baxter & Woodman prepared plans and specifications along with the IEPA project application. On August 25th bids were received and analyzed by Baxter & Woodman. On September 14 the Board conditionally awarded the Excess Flow Treatment Facility Rehabilitation project to Concord Construction Services (\$514,100.00) and the Sanitary Sewer Rehabilitation project (\$538,988.00) to American Pipe Liners along with amendments to Baxter and Woodman’s Engineering Service Contracts for Construction Engineering Services and preparation of loan documentation for both projects in the amount not to exceed \$131,000. The conditional award was based on the Village obtaining a low interest loan from the IEPA.

These projects will utilize the revenue from the sewer fund to pay back the loan..

On December 15, 2010 the Illinois Environmental Protection Agency approved this loan offered to the Village in the amount of \$1,311,756.00 at 1.25 percent simple annual interest rate.

The Department of Public Works requests the Board consider authorizing the Village Manager to accept the loan offer for this project on behalf of the Village.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules meeting of January 3, 2011 for discussion.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 • (217) 782-2829
James R. Thompson Center, 100 West Randolph, Suite 11-300, Chicago, IL 60601 • (312) 814-6026

PAT QUINN, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-2027

DEC 15 2010

CERTIFIED MAIL

The Honorable John A. Ostenburg
Mayor, Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

Re: Village of Park Forest/L170425 (Includes Project L173667)
Loan Agreement

Dear Mayor Ostenburg:

It is a pleasure to advise you that your application for a wastewater treatment works loan, under the provisions of the Environmental Protection Act, has been approved in the amount of \$1,311,756 at a 1.25 percent simple annual interest rate.

The Loan Agreement is enclosed in triplicate. After the Agreement is reviewed, the original and one copy should be signed by the appropriate official and returned to the Infrastructure Financial Assistance Section, Bureau of Water, P.O. Box 19276, Springfield, IL 62794-9276 as soon as it is signed, but no later than February 1, 2011. The second copy is for your records. Receipt of a written refusal or failure to return the properly executed documents within the specified time will subject the Loan Agreement to cancellation consideration.

Your attention is invited to the Standard Conditions of the Loan Agreement which outlines DBE reporting requirements and the terms of the loan. The schedule is based on your awarding contracts and initiating project construction promptly. Your compliance with loan conditions and terms will facilitate our processing and your receipt of loan disbursements. In addition, by acceptance of this loan agreement, the loan recipient agrees to comply with any future reporting and/or accountability requirements.

In accordance with the Procedures For Issuing Loans From The Water Pollutions Control Loan Program Title 35 Ill. Adm. Code Part 365 (Loan Rules) concerning project initiation, we endorse the award of the construction contracts for the scope of work identified in the Project Description to Concord Construction Services, Inc. in the allowable amount of \$514,100 for the Excess Flow Treatment Facility Rehabilitation contract and to American Pipe Liners in the allowable amount of \$541,488 for the Sanitary Sewer Rehabilitation contract.

Please submit a copy of the executed contract document, a copy of the certificate of insurance, a copy of the performance and payment bonds and a copy of all notices to proceed as soon as these documents are available.

Rockford • 4302 N. Main St., Rockford, IL 61103 • (815) 987-7760

Elgin • 595 S. State, Elgin, IL 60123 • (847) 608-3131

Bureau of Land — Peoria • 7620 N. University St., Peoria, IL 61614 • (309) 693-5462

Collinsville • 2009 Mall Street, Collinsville, IL 62234 • (618) 346-5120

Des Plaines • 9511 W. Harrison St., Des Plaines, IL 60016 • (847) 294-4000

Peoria • 5415 N. University St., Peoria, IL 61614 • (309) 693-5463

Champaign • 2125 S. First St., Champaign, IL 61820 • (217) 278-5800

Marion • 2309 W. Main St., Suite 116, Marion, IL 62959 • (618) 993-7200

Addenda Nos. 1 and 2 to both contracts have also been reviewed and have been found acceptable. A supplemental permit is not required for these addenda.

You are reminded that it is your responsibility as the loan recipient to maintain copies of the bids for all firms that bid on prime contracts, or bid or quote on subcontracts in accordance with the Standard Conditions along with obtaining copies of all subcontracts awarded by the prime contractor and verifying these contract in accordance with the Standard Conditions.

And finally, if a Pre-Construction Conference is to be held on your project, please contact the Illinois EPA Regional Office located in Des Plaines at 847/294-4000 with the time and place of the meeting. Regional office personnel will be conducting interim and final inspections during the construction of your project.

If you have any questions regarding this project, please contact Roger Vollbracht, the project manager, Infrastructure Financial Assistance Section, at 217/782-2027.

Congratulations on the receipt of this Loan Agreement and we look forward to working with you during the project.

Very truly yours,


Douglas R. Scott
Director

DPS:RDV:Tm10111501

Attachments

cc: Clerk, Village of Park Forest
Cons. Engr., Baxter & Woodman (Mokena)
Thomas Mick, Village Manager

LENDOR:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:

Park Forest
350 Victory Drive
Park Forest, IL 60466

FEIN: 366-006-040

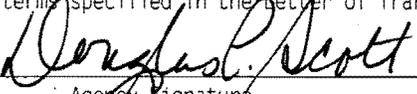
TERMS OF THE LOAN

Loan amount:	\$ 1,311,756.00	Initiation of operation:	07/01/2011
Annual fixed loan rate:	1.2500 %	Initiation of repayment period:	07/01/2011
Term:	20 years	First repayment due:	01/01/2012
Repayments:	Semi-annual	Final repayment due:	07/01/2031
Construction start:	01/01/2011		
Construction complete:	08/01/2011		

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Water Pollution Control Loan Program (35 Ill. Adm. Code 365) and the terms specified in the letter of Transmittal, attached hereto and included herein by reference.

	Douglas P. Scott, Director	<u>12/15/10</u>
Agency Signature	Name and Title	Date
By: 	Lisa Bonnett, Acting Deputy Director	
Agency Signature	Name and Title	

This offer must be accepted, if at all, on or before ~~01/01/2011~~. 02/01/2011

Acceptance on behalf of the Borrower (SIGNATURE)

_____ Authorized Representative	_____ Date
_____ Name and Title of Authorized Representative (Type or Print)	

PROJECT DESCRIPTION

The project consists of improvements to the Village of Park Forest's wastewater facilities. Specifically, the work includes the following two contracts:

Excess Flow Treatment Facility Rehabilitation

This contract consists of the rehabilitation of the existing excess flow treatment facility which includes the replacement of the influent pumps with two new pumps each with a rated capacity of 1,950 gallons per minute, replacement of the mechanical clarifier sludge collection equipment, the addition of effluent sampling equipment, and the replacement of the chlorination system which consists of chlorination pumps, chemical feed piping, diffusers, chlorine tanks and the building. This work is covered by IEPA Construction Permit Number 2009-AB-3034.

Sanitary Sewer Rehabilitation

This contract consists of the cured-in-place pipe lining of approximately 14,200 linear feet of 8-inch diameter sanitary sewer, rehabilitation of 106 manholes, service lateral reinstatement and restoration. This work is covered by IEPA Construction Permit Number 2009-HB-2499.

PROJECT BUDGET

	TOTAL	ELIGIBLE
Design Engineering	\$ 93,500.00	93,500.00
Construction Engineering	131,000.00	131,000.00
Construction	1,055,588.00	1,055,588.00
Contingency	31,668.00	31,668.00
Total Costs	\$ 1,311,756.00	1,311,756.00

The loan amount is \$ 1,311,756.00

STANDARD CONDITIONS

See Attachment A

Attachment A

Loan Recipient: Park Forest
L170425

Loan Agreement – Standard Conditions Illinois EPA Water Pollution Control Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the governmental entity and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment.

3. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, and Principal Payments.

- a) In accordance with Ill. Adm. Code 365.440, the fixed rate is comprised of interest and loan support, both of which are established annually and will be reported at the Agency's public hearing. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.
- b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.
- c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.
- d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.
- e) The final principal amount will be determined by the Agency after a final disbursement request, final inspection and project review have been made to ensure all applicable loan conditions have been satisfied.
- f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

- g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.
- h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.
- i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

4. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

5. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site at:

<http://www.epa.state.il.us/water/forms.html#financial-assistance>

6. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Clean Water Act, Environmental Protection Act and Water Pollution Control Regulations of Illinois (Title 35: Subtitle C: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

7. FINAL INSPECTION

The loan recipient must notify the Agency in writing within 30 days of the completion of project construction and submit the final change order, along with the contractor's final costs. The plans of record should be forwarded to the appropriate Agency regional field office. The Agency will schedule the final inspection within 60 days of the receipt of the notice, provided all necessary change orders have been submitted and approved by the Agency.

8. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final inspection for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 365.740.

9. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

10. DELINQUENT LOAN REPAYMENTS

- a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 365.1120 Delinquent Loan Repayments.
- b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.
- c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 30 days.
- d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

11. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Wastewater State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance Number 66.458) which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from the Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

12. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 365 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 365 with respect to access to facilities, records and audit of records.

13. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 365.940.

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Grants\FAS Document Room\Loan Agreement Standard Conditions\FY10-11 Standard Conditions No. 3.docx