

COLES COUNTY BOARD

Regular Meeting

May 10, 2022

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present, Bob Bennett, Darrell Cox, John Doty, Jeremy Doughty, Lisa Jaco, Gail Mason, Stan Metzger, Rick Shook, and Michael Watts, with Chairman Brandon Bell presiding. Absent were members Denise Corray, and Nancy Purdy.

Invocation was given by Jeremy Doughty

Moment of Silent Reflection

Pledge to the Flag

APPROVAL OF MINUTES

Motion by Bennett, seconded by Shook to approve the County Board Minutes for April 13, 2022 with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

APPOINTMENTS TO THE ETSB 9-1-1 BOARD - MARISOL GAMBOA

Motion was made by Bell to appointment Marsol Gamboa to serve on the ETSB 9-1-1 Board until June 2025, with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

RE-APPOINTMENT TO THE LINCOLN FIRE DISTRICT - CHRIS MORRISON

Motion was made by Bell to appointment Chris Morrison to serve on the Lincoln Fire District until May 2025, with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

APPOINTMENT OF THE JURY COMMISSION - DEANNA MARSHALL

For a copy of the order see page 5351

Motion by Doughty, seconded by Metzger

AYES: Bell, Bennett, Cox, Doty, Doughty, Jacot, Mason, Metzger, Shook, Watts (10)
NAYS: None (0)
ABSENT: Corray, Purdy (2)

RES: ADOPTING CONTINUED ACTION SETTLEMENT AND RELEASE OF CLAIMS-OPIOID LITIGATION

For a copy of the resolution see page 5352-5355

Motion by Jaco, seconded by Bennett

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)
NAYS: None (0)
ABSENT: Corray, Purdy (2)

CONTRACT WITH CENTRICA BUSINESS SOLUTION (WINDOWS)

For a copy of the contract see pages 5356-5413

Motion by Watts, seconded by Metzger

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)
NAYS: None (0)
ABSENT: Corray, Purdy (2)

RESOLUTION TO EXTENSION OF THE AUDIT OF THE CIRCUIT CLERK

For a copy of the resolution see page 5414

Motion by Metzger, seconded by Shook with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)
NAYS: None (0)
ABSENT: Corray, Purdy (2)

TAX SALE RESOLUTION 2017-90002

For a copy of the resolution see page 5415

Motion by Metzger, seconded by Watts with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

ORDINANCE ESTABLISHING SALARIES OF THE ELECTED OFFICIALS, COUNTY CLERK AND RECORDER, COUNTY TREASURER, COUNTY SHERIFF, AND CLERK OF THE CIRCUIT CLERK

For a copy of the order see page 5416-5418

Motion by Metzger, seconded by Cox with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

RESOLUTION RE: COUNTY OFFICERS SALARY - COUNTY BOARD

For a copy of the resolution see page 5419

Motion by Metzger, seconded by Jaco with the consent of the County Board.

AYES: Bell, Doughty, Jaco, Metzger, Shook (5)

NAYS: Bennett, Cox, Doty, Mason, Watts (5)

ABSENT: Corray, Purdy (2)

RESOLUTION TO USE ARPA FUNDS - PREMIUM PAY TO GENERAL FUND EMPLOYEES

For a copy of the resolution see page 5420

Motion by Metzger, seconded by Cox with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

**EQUIPMENT MAINTENANCE RENEWAL AGREEMENT
WATTS COPY SYSTEMS, INC**

For a copy of the agreement see pages 5421-5423

Motion by Metzger, seconded by Watts with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

APPROVAL OF BILLS - Coles County

Motion by Cox, seconded by Bennett to approve the payment of the Coles County bills, with the approval of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

PUBLIC COMMENTS

James Dinaso

Rex Dukeman

John Kraft

Rob Perry

Charles Stodden

Kevin Gaither

ANNOUNCEMENT OF APPOINTMENTS

1. One appointment to Airport Authority

ADJOURNED

Upon motion by Doughty, seconded by Doty, the Coles County Board was adjourned at 7:45 p.m. with the consent of the County Board.

AYES: Bell, Bennett, Cox, Doty, Doughty, Jaco, Mason, Metzger, Shook, Watts (10)

NAYS: None (0)

ABSENT: Corray, Purdy (2)

ATTEST:

_____ County Clerk

IN THE CIRCUIT COURT
FOR THE FIFTH JUDICIAL CIRCUIT OF ILLINOIS
COLES COUNTY, CHARLESTON, ILLINOIS

ADMINISTRATIVE ORDER NO. 2022-11
APPOINTING JURY COMMISSIONER

"An Act in Relation to Jury Commissioners" etc., having been amended so that the provisions thereof extend to include Coles County, Illinois,

IT IS HEREBY ORDERED By the undersigned Circuit Judges that:

Due to the resignation of JD McCain as a jury commissioner with his last day as a jury commissioner being April 30, 2022, Mr. McCain, having declined continued appointment to said office:

DEANNA L. MARSHALL, 1101 S. 16TH Street, Mattoon, Coles County, Illinois

is hereby appointed to serve as a Jury Commissioner in Coles County for

the remainder of the regular term of three (3) years

commencing on Sunday, May 1, 2022, with said term expiring the second Monday of August 2023; and that, before entering upon the duties of her office, said appointed Commissioner take and subscribe to an Oath of Office before one of said Judges, and execute a Bond to the People of the State of Illinois in the sum of One Thousand Dollars (\$1,000.00), without surety, conditioned upon the faithful discharge of her duties as a Commissioner during her term of office, so that she may commence upon the duties of her office.

IT IS FURTHER ORDERED That copies of this Order be filed with the following: Circuit Clerk, County Clerk, County Treasurer, and the Chairman of the County Board of Coles County, Illinois.

DATED, this 26th day of April, 2022.

Made Be...
[Signature]
[Signature]
Ther J. O'Brien

[Signature] T P
[Signature]
[Signature]
Angela J. [Signature]

**RESOLUTION
ADOPTING CONTINUED ACTION SETTLEMENT AND RELEASE OF CLAIMS-
OPIOID LITIGATION**

WHEREAS, The County Board of Coles County authorized the Coles County State's Attorney on behalf of the Coles County Board and County of Coles, to participate in a multi-state litigation against certain companies, manufacturers and distributors in the chain of distribution of controlled substances; and

WHEREAS, the County of Coles is a participating local government pursuant to the Illinois Opioid Allocation Agreement and the National Consortium; and

WHEREAS, the County Board understands that several opioid distributors including AmerisourceBergen, Cardinal Health, and McKesson (Distributors) and Janssen/Johnson & Johnson have or are negotiating a national settlement agreement; and

WHEREAS, upon effectuation of the agreement Coles County will receive settlement funds consistent with the attached State of Illinois Counties Only Percentages; and

WHEREAS, it is appropriate the Coles County State's Attorney continue to be authorized to act on behalf of Coles County in this opioid litigation involving release of claims and settlement.

NOW, THEREFORE, BE IT RESOLVED by the Coles County Board that the Coles County State's Attorney, be and is hereby authorized and directed to execute any documentation or settlement agreements necessary, and to take any such further steps or actions necessary to comply with the terms or conditions of settlement including release of claims to effectuate and to facilitate participation by the County of Coles in such settlement or settlements regarding the opioid litigation.

Be it further resolved that any actions of the State's Attorney in facilitating participation and settlement of the opioid litigation is ratified and confirmed by this Board.

Adopted by roll call vote this ____ day of April, 2022.

COLES COUNTY BOARD

BRANDON BELL, Chairman

Attested by:

JULIE COE, Coles County Clerk

**State of Illinois
Counties Only Percentages**

Qualifying Subdivision	Counties Only Percentage
Adams County	0.5325627744%
Alexander County	0.0431846002%
Bond County	0.1313618076%
Boone County	0.3993006496%
Brown County	0.0455436631%
Bureau County	0.2675493675%
Calhoun County	0.0374496996%
Carroll County	0.1059047501%
Cass County	0.0902574340%
Champaign County	1.5953670185%
Christian County	0.2717469407%
Clark County	0.1346384837%
Clay County	0.1009205688%
Clinton County	0.2710071787%
Coles County	0.3899340741%
Cook County	39.7070170529%
Crawford County	0.1502157232%
Cumberland County	0.0765804365%
De Witt County	0.1343763530%
Dekalb County	0.7648068692%
Douglas County	0.1396209979%
Dupage County	6.9961301825%
Edgar County	0.1369536821%
Edwards County	0.0557876634%
Effingham County	0.2745921107%
Fayette County	0.1730292191%
Ford County	0.1050766592%
Franklin County	0.3753293914%
Fulton County	0.2857420449%
Gallatin County	0.0461748227%
Greene County	0.1120932638%
Grundy County	0.4447604831%
Hamilton County	0.0586888564%
Hancock County	0.1237654700%
Hardin County	0.0525232340%
Henderson County	0.0468231560%

**State of Illinois
Counties Only Percentages**

Henry County	0.3631064984%
Iroquois County	0.2340046386%
Jackson County	0.4766842676%
Jasper County	0.0729264789%
Jefferson County	0.3076865268%
Jersey County	0.2029662011%
Jo Daviess County	0.1594100240%
Johnson County	0.0934835787%
Kane County	3.7592516293%
Kankakee County	0.8907176656%
Kendall County	0.9152447008%
Knox County	0.4095413266%
Lake County	5.4323006331%
Lasalle County	1.0382633595%
Lawrence County	0.1362169504%
Lee County	0.2713491451%
Livingston County	0.3277646387%
Logan County	0.2230314720%
Macon County	0.8339920017%
Macoupin County	0.3637461000%
Madison County	2.5601663484%
Marion County	0.3444624326%
Marshall County	0.0878603767%
Mason County	0.1123492816%
Massac County	0.1236043365%
McDonough County	0.2216295193%
McHenry County	2.3995936239%
McLean County	1.3208345544%
Menard County	0.0917783576%
Mercer County	0.1144419910%
Monroe County	0.2714501969%
Montgomery County	0.2342865810%
Morgan County	0.2708645052%
Moultrie County	0.1003140855%
Ogle County	0.3811415242%
Peoria County	1.5640744904%
Perry County	0.1751336763%
Piatt County	0.1214359333%
Pike County	0.1155220743%
Pope County	0.0347091515%
Pulaski County	0.0404416607%

**State of Illinois
Counties Only Percentages**

Putnam County	0.0452090528%
Randolph County	0.2879823727%
Richland County	0.1208518975%
Rock Island County	1.0782047657%
Saline County	0.2659477915%
Sangamon County	1.5850818631%
Schuyler County	0.0485294910%
Scott County	0.0349810216%
Shelby County	0.1586806535%
St Clair County	2.1366773448%
Stark County	0.0381570939%
Stephenson County	0.3550412743%
Tazewell County	1.1033013785%
Union County	0.1447352927%
Vermilion County	0.6907560341%
Wabash County	0.0923901750%
Warren County	0.1239679440%
Washington County	0.1076671021%
Wayne County	0.1225391595%
White County	0.1115911540%
Whiteside County	0.4275606484%
Will County	5.3461509816%
Williamson County	0.6715468751%
Winnebago County	2.7201669312%
Woodford County	0.3076824807%

GUARANTEED ENERGY SAVINGS CONTRACT

THIS GUARANTEED ENERGY SAVINGS CONTRACT (this "Agreement") is made and effective _____ (the "Effective Date"), by and between Coles County, Illinois ("Owner"), with an address at 651 Jackson Ave, Room 326, Charleston, Illinois, 61920, and Centrica Business Solutions Services, Inc. ("Centrica"), with an address at 3 Rosell Drive, Ballston Lake, New York 12019. Owner and Centrica are sometimes referred to herein, individually, as a "Party", and, collectively, as the "Parties".

RECITALS

- A. Owner is a County incorporated under the laws of the State of Illinois, and is a Unit of Local Government within the meaning of the Illinois Local Government Energy Conservation Act, 50 ILCS 515 (the "Act").
- B. Owner owns and operates certain facilities described on the attached Schedule 1 (the "Facilities"), and desires to procure long-term energy cost savings and reduce related expenses in the operation of such Facilities.
- C. Centrica is a New York Corporation and is duly authorized to do business in the State of Illinois, and is a Qualified Provider within the meaning of the Act, engaged in the business of and having experience and capabilities in providing energy efficiency services, including Energy Conservation Measures ("ECMs"), as defined in the Act.
- D. Heretofore, Owner issued a Request for Proposals for the implementation and installation of ECMs at the Facilities, and, based on a full evaluation of all Proposals submitted, Owner selected the Proposal of Centrica as best meeting its needs herein.
- E. Thereafter, and pursuant to Centrica's Proposal, Centrica and Owner entered into an Investment Grade Audit Agreement, pursuant to which Centrica conducted an investment grade audit and delivered to Owner a detailed engineering and economic report (the "IGA Report") that specifically identifies the ECMs that are recommended to be installed and/or implemented at the Facilities.
- F. Pursuant to the IGA Report, Owner now desires to enter into this Agreement with Centrica as a Guaranteed Energy Savings Contract for the installation and implementation of the ECMs at the Facilities (the "Project").

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PRELIMINARY MATTERS

1.1 INCORPORATION. The Recitals set forth above are hereby incorporated into the body of this Agreement and made a binding part hereof.

1.2 **THE IGA REPORT** The IGA Report is attached hereto as Exhibit A. Owner acknowledges that it has approved and accepted the IGA Report, which identifies all ECMs to be performed under this Agreement.

1.3 **CONTRACT DOCUMENTS.** The entire agreement of the Parties with respect to the Project is contained in the "Contract Documents", which consist of: 1) this Agreement ii) any Change Orders or other amendments to this Agreement, and iii) the following Exhibits and Schedules:

Exhibit A: The IGA Report
Exhibit B; Certificate of Substantial Completion

Schedule 1: The Facilities
Schedule 2A: Scope of ECM Work
Schedule 2B: Scope of MM&V Services
Schedule 3: ECM Work Schedule
Schedule 4: As-Built Drawings Requirements
Schedule 5: Energy Savings Schedule
Schedule 6A: ECM Work Schedule of Values
Schedule 6B: MM&V Services Schedule of Values

The provisions of this Agreement shall control in the event of any conflict between its terms and those contained in any of the Exhibits or Schedules

ARTICLE II SCOPE AND TERM

2.1 **SCOPE OF THE PROJECT.** The Project shall consist of two phases: 1) the "Construction & Installation Phase", in which the Equipment (as hereinafter defined) will be designed, constructed and/or installed into the Facilities and the ECMs shall be otherwise implemented (the "ECM Work"), and 2) the "MM&V Services Phase", in which Centrica will provide ongoing energy savings monitoring and reporting services, and management and/or modification of the Equipment (the "MM&V Services"). The full scope of the ECM Work and the MM&V Services are set forth and detailed, respectively, on the "Scope of ECM Work" attached as Schedule 2A, and the "Scope of MM&V Services" attached as Schedule 2B. Centrica shall be responsible for the professional and technical accuracy of the ECM Work and the MM&V Services, whether performed by Centrica or by subcontractors or others on its behalf.

2.2 **TERM.** The term of this Agreement (the "Term") shall commence on the Effective Date, and, unless sooner terminated in accordance with the terms hereof, shall continue for a period of twenty (20) years from the MM&V Services Commencement Date (as hereinafter defined), but subject to the termination rights provided in Sections 2.2.1.

2.2.1 **RIGHT TO PARTIAL TERMINATION.** At any time following the first (1st) anniversary of the MM&V Services Commencement Date, and upon at least sixty (60)

days' prior written notice to Centrica, Owner shall have the right to terminate non-required MM&V Services set forth on Schedule 2B. If Owner so elects to partially terminate, all of the then-applicable terms and provisions of this Agreement shall continue in full force and effect, except that the MM&V Services Fee shall be equitably adjusted by the Parties in a manner consistent with Schedule 6B.

ARTICLE III THE ECM WORK

3.1 CONSTRUCTION AND INSTALLATION OF THE ECM WORK. Subject to the other provisions of this Agreement, Centrica will act as a turn-key design-builder assuming total responsibility for the design, procurement of labor and materials for the improvements to the Facilities, and the installation and start-up of the energy efficiency equipment (the "Equipment"), as set forth in and in accordance with the Scope of ECM Work.

3.1.1 CONSTRUCTION SCHEDULE. The Construction and Installation Phase will commence upon either the issuance by Owner of a written notice to proceed or the written agreement of the Parties fixing such commencement date. The performance of the ECM Work shall be carried out and proceed in accordance with the schedule (the "ECM Work Schedule") attached as Schedule 3. The ECM Work Schedule may be amended from time to time by the Parties due to changes in the ECM Work or other events affecting the completion of the ECM Work.

3.1.2 STATUTORY COMPLIANCE. In the performance of the ECM Work, including the installation of the Equipment, Centrica shall, and shall require all of its contractors, subcontractors, and all subcontractors under them to, as applicable, comply with the requirements of all applicable statutes and regulations. Without limiting the foregoing, Centrica shall otherwise give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement that govern the proper performance of the ECM Work.

3.1.3 PERMITS AND APPROVALS. Centrica shall be responsible for obtaining all necessary permits and approvals for the ECM Work, including the installation of the Equipment, and shall pay any and all permit fees. Owner shall use its best efforts to assist Centrica in obtaining all such necessary permits and approvals. The Equipment and the operation of the Equipment by Centrica shall conform to all federal, state and local code requirements in effect at the time of installation. Before Centrica commences any portion of the ECM Work that requires a permit or license, Centrica shall furnish copies of each such permit or license to Owner.

3.1.4 PERFORMANCE. Owner and Centrica shall coordinate the activities associated with the installation of the Equipment by Centrica with any ECM Work or installations of Owner, its employees and agents. Centrica shall not commit or permit any act that will materially interfere with the performance of business activities conducted by Owner or its employees without the prior written approval of Owner, which shall not be unreasonably withheld, and provided that the ECM Work Schedule shall be modified if

Owner requires Centrica to delay or re-sequence the ECM Work in order to accommodate Owner's operations. Centrica shall perform all of the ECM Work in such a manner so as not to harm the structural integrity of the Facilities or their operating systems. Centrica shall repair and restore to its original condition any area of damage caused by Centrica's performance under this Agreement. Owner reserves the right to review the ECM Work and to direct Centrica to take corrective action if, in the reasonable opinion of Owner, the structural integrity of the Facilities or its systems is or will be harmed. All costs associated with such corrective action to damage caused by Centrica's performance of the ECM Work shall be borne by Centrica. In addition, Centrica shall be responsible for the professional and technical accuracy of all ECM Work performed, whether by its own forces or by its subcontractors or others on its behalf. Centrica is responsible for general broom cleaning, and shall, to the fullest extent practicable, at all times keep the Facilities clean and free of debris, rubbish and dust. At the completion of the ECM Work, Centrica shall remove from the worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.2 DESIGN AND CONSTRUCTION DOCUMENTS. Drawings, specifications, and other documents, including those in electronic form, furnished or utilized by Centrica are instruments of service (the "Instruments of Service"). Centrica shall retain all common law, statutory and other reserved rights, including copyrights in the Instruments of Service. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the Project.

3.2.1 Centrica grants to Owner a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, provided that Owner shall comply with all obligations, including prompt payment of sums when due. Owner shall not assign or transfer any license herein to another party without prior written agreement of Centrica. Any unauthorized reproduction or use of the Instruments of Service by Owner or others shall be at Owner's sole risk and expense without liability to Centrica, and its design professionals. Termination of this Agreement due to the default of Owner shall terminate this license. If this Agreement is terminated for any reason other than the default of Owner, Owner shall have a non-exclusive license to use the Instruments of Service for the completion, use and maintenance of the Project. Submission or distribution of Centrica's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved here.

3.2.3 Centrica shall pay all royalties and license fees that may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by Centrica and incorporated in the ECM Work. Centrica shall defend, indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify and hold Centrica harmless from all suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by Owner.

3.2.4 Centrica shall prepare and submit to Owner final marked up as-built drawings to the extent and as set forth in the attached Schedule 4.

3.3 WARRANTIES.

3.3.1 Centrica warrants that all materials and equipment furnished under the Construction and Installation Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Scope of ECM Work and all documents associated therewith, and free from defective workmanship and materials. Warranties with respect to the ECM Work, or applicable portion of the ECM Work, as the case may be, shall commence on the date of Substantial Completion thereof (as hereinafter defined). Centrica agrees to correct all ECM Work that is defective in workmanship or materials within a period of one (1) year from the date of Substantial Completion, or such longer periods of time as may be set forth with respect to specific warranties required hereunder.

3.3.2 Centrica shall collect, deliver, and, to the extent permissible, assign all manufacturers' warranties and Equipment manuals to Owner. There are no warranties that extend beyond the description on the face of any such warranty.

3.3.3 EXCEPT AS SET FORTH IN SECTIONS 3.3.1 AND 3.3.2, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. In addition, the warranties under this Section 3.3 shall be void and do not extend to any ECM Work that has been abused, altered, or misused, or that has been repaired by Owner or third parties without the supervisions or prior written approval of Centrica.

3.4 SAFETY OF PERSONS AND PROPERTY. Centrica shall endeavor to avoid injury, loss or damage to persons or property by taking reasonable steps to protect: a) its employees and other persons at the worksite, and b) and materials, supplies and equipment stored at the worksite for use in performance of the ECM Work. Centrica shall also oversee the safety precautions and programs of its subcontractors and suppliers at the worksite.

3.5 HAZARDOUS MATERIALS.

3.5.1 A "Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. Centrica shall not be obligated to commence or continue the ECM Work until all Hazardous material discovered at the Project site has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory approved by the appropriate government agency.

3.5.2 If after the commencement of the ECM Work, Hazardous Material is discovered at the Project site, Centrica shall be entitled to immediately stop ECM Work in the affected area. Centrica shall report the condition to Owner and, if required, the government agency

with jurisdiction. Owner shall be responsible for retaining any independent testing laboratory to determine the nature of the materials encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effects upon the ECM Work. Centrica shall resume ECM Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.5.3 Centrica shall not be required to perform any ECM Work relating to or in the area of Hazardous Material without written mutual agreement.

3.5.4 If Centrica incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Centrica shall be entitled to an equitable adjustment in compensation and/or the ECM Work Schedule.

3.5.5 To the extent not caused by the negligent acts or omissions of Centrica, or its subcontractors or suppliers, and their agents, officers, and employees of each of them, Owner shall defend, indemnify and hold harmless Centrica, its subcontractors, suppliers, and their agents, officers and employees, from and against any and all claims, damages, penalties, losses, expenses, and other liabilities, including attorney's fees, arising out of or relating to the performance of the ECM Work in any area affected by Hazardous Material.

3.5.6 During the performance of the ECM Work, Centrica shall be responsible for the proper handling of all materials brought by it to the worksite. The provisions of this Section 3.5 shall also apply to the MM&V Services, and, without limiting the foregoing, on and after the MM&V Services Commencement Date, Owner shall be responsible under this Section 3.5 for materials and substances brought to the site by Centrica if such materials or substances are required by the Contract Documents.

3.5.7 The terms of this Section 3.5 shall survive the completion of the ECM Work and the termination of this Agreement.

3.6 SYSTEMS START-UP AND TRAINING.

3.6.1 Upon Substantial Completion of the ECM Work, with the assistance of Owner's personnel, Centrica shall direct the checkout of Equipment and start-up operations, and adjusting and balancing of Equipment and for readiness. Centrica shall also secure required certificates of inspection, testing or approval and deliver them to Owner.

3.6.2 Centrica shall conduct the training program described in Schedule 2A. The training specified in Schedule 2A shall be completed prior to Final Completion (as hereinafter defined) of the ECM Work.

3.7 SUBSTANTIAL COMPLETION/FINAL COMPLETION

3.7.1 "Substantial Completion" means that stage in the progress of the ECM Work when the ECM Work, or designated portion thereof, is sufficiently complete in accordance with this Agreement so that Owner can use or occupy the Facilities and utilize the ECM Work or designated portion thereof for its intended use. Upon Substantial Completion, the Parties shall execute a Certificate of Substantial Completion fixing the date of Substantial Completion and listing all unfinished items of ECM Work, in substantially the form attached hereto as Exhibit B.

3.7.2 "Final Completion" means the point when all of the ECM Work is fully and finally complete in accordance with the requirements of this Agreement, and Owner has accepted the ECM Work, which acceptance shall not be unreasonably delayed or conditioned by Owner.

ARTICLE IV THE MM&V SERVICES

4.1 **COMMENCEMENT OF THE MM&V SERVICES.** The date of the commencement of Centrica's obligations under the MM&V Services Phase (the "MM&V Services Commencement Date") shall be the date that: (i) Substantial Completion has been achieved for all portions of the ECM Work, and (ii) the systems start-up and training obligations under Section 3.6 have been completed. Centrica's obligations under the MM&V Services Phase shall thereafter continue until the conclusion of the Term or any earlier termination of this Agreement.

4.2 THE MM&V SERVICES.

4.2.1 During the MM&V Services Phase Centrica shall perform those MM&V Services set forth in and in accordance with the Scope of MM&V Services. Without limiting the foregoing, Centrica shall perform and carry out the duties and obligations set forth below in Section 4.2.2.

4.2.2 For each year of the Term after the MM&V Services Commencement Date, within ninety (90) days of the anniversary date of the MM&V Services Commencement Date, Centrica shall provide Owner with an annual energy savings guarantee reconciliation report (the "Savings Reconciliation Report"), that calculates annual energy savings according to the Energy Savings Methodologies defined in the "Energy Savings Schedule" attached hereto as Schedule 5. Centrica will provide Owner with an explanation as to any variations between annual energy savings and the Guaranteed Energy Savings (as hereinafter defined) shown in the Savings Reconciliation Report. The Savings Reconciliation Report shall initially be submitted by Centrica to Owner in draft form whereupon Centrica and Owner shall use their best efforts to resolve any discrepancies in the draft Savings Reconciliation Report as soon as possible so as to arrive at mutually acceptable Savings Reconciliation Report. Centrica and Owner will indicate their acceptance of the Savings Reconciliation Report by signing at the end thereof. Failure of Owner to respond within 60 days of receipt of the report shall indicate Owner's acceptance of the report.

4.3 GUARANTEED ENERGY SAVINGS.

4.3.1 Centrica has formulated and hereby guarantees the energy and operations savings (the "Guaranteed Energy Savings") to be achieved as a result of the installation and operation of the ECM Work and the provisions of the MM&V Services, as set forth in the Energy Savings Schedule (Schedule 5). The amount of the Guaranteed Energy Savings is subject to modification based upon i) changes in the ECM Work after the Effective Date, ii) changes in the MM&V Services after the Effective Date, and iii) Material Changes, and the Parties shall reflect all such modifications by revising accordingly the Guaranteed Energy Savings and any other applicable portions of the Energy Savings Schedule.

4.3.2 Commencing with the first twelve (12) month period following the MM&V Services Commencement Date, and for each twelve (12) month period within the Term thereafter, where the energy savings, as calculated using the method defined in the Energy Savings Schedule, are less than the Guaranteed Energy Savings, Centrica agrees to pay to Owner the difference between the Guaranteed Energy Savings and the sum of the actual energy savings as calculated. Centrica will make any such Guaranteed Energy Savings payment within ninety (90) days of the date of Owner's acceptance of the Savings Reconciliation Report pursuant to Section 4.3.1.

4.4 EQUIPMENT SERVICE AND MODIFICATION.

4.4.1 Owner shall not move, remove, modify, alter, or change the Equipment or any part thereof ("Alterations") in any way without the prior written approval of Centrica, except in the event of a *bona fide* emergency where it is not reasonably possible to notify Centrica before carrying out Alterations. In the event of such an emergency, Owner shall take reasonable steps to protect the Equipment from damage or injury, shall follow any instructions for emergency action provided in advance by Centrica, and shall notify Centrica within three (3) business days of such emergency. Any telephonic notice of such emergency shall be followed within one (1) business day by written notice to Centrica from Owner. Owner agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the Equipment.

4.4.2 In the event that any actions of Owner, including but not limited to the carrying out of Alterations, affect the performance of the Equipment, the Guaranteed Energy Savings shall be adjusted to reflect the impact of such actions. If Owner unreasonably delays in notifying Centrica of changes resulting from an emergency and/or Owner does not receive written approval to carry out Alterations, all Guaranteed Energy Savings obligations of Centrica under Section 4.3 and elsewhere in this Agreement shall automatically cease and be of no further force or effect.

4.4.3 At all times during the Term, Centrica shall have the right, subject to Owner's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment or any related energy automation management systems, revise any procedures for the operation thereof, and/or implement other energy saving actions in the Facilities, provided that: (i) such modifications are necessary, in Centrica's reasonable judgment, to

enable Centrica to achieve the Guaranteed Energy Savings at the Facilities, and (ii) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of Centrica. All such modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental schedule to be provided to Owner.

ARTICLE V OWNER'S RESPONSIBILITIES

5.1 GENERAL RESPONSIBILITIES.

5.1.1 Upon request of Centrica, Owner shall provide all available information in a timely manner regarding requirements for the Project, including all existing reports or studies regarding the physical characteristics of the site (such as surveys, site evaluations and existing conditions reports), legal descriptions, plans and drawings, building controls, systems, apparatus, equipment and machinery.

5.1.2 Owner shall promptly notify Centrica of all known unusual or materially change operating conditions that affect any Facilities, or any condition that may affect the ECM Work or the MM&V Services.

5.1.3 Owner shall appoint an authorized representative to facilitate Centrica's performance of the ECM Work and the MM&V Services. The representative shall:

- a) be fully acquainted with the ECM Work and the MM&V Services;
- b) agree to furnish the information and MM&V Services required of Owner so as not to delay Centrica's performance of its obligations under this Agreement; and
- c) shall have authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Centrica in advance.

5.2 RESPONSIBILITIES DURING CONSTRUCTION & INSTALLATION PHASE.

5.2.1 Owner shall review the ECM Work Schedule as set forth in Section 3.1.1, timely approve any milestone dates set forth, and timely respond to its obligations thereunder.

5.2.2 Owner shall provide sufficient space at the site for the performance of the EPC Work. Owner shall provide access to the site and Facilities for Centrica to perform any function related to this Agreement during regular business hours, and at such other reasonable times as may be requested by Centrica. Owner shall not unreasonably restrict Centrica's access to the site or Facilities to make emergency repairs or corrections as Centrica may determine are needed.

5.2.3 Owner shall provide inspection and testing services during construction as required by law or as mutually agreed.

5.2.2 If Owner becomes aware of any error, omission or failure to meet the requirements of this Agreement or any fault or defect in the ECM Work, Owner shall give prompt written notice to Centrica.

5.3 RESPONSIBILITIES DURING THE MM&V SERVICES PHASE.

5.3.1 Owner shall provide Centrica with complete energy usage information and energy-using equipment information, as requested by Centrica. This information will include, but not be limited to:

- a) Copies of all utility and fuel bills for the Facilities; for the two years prior to the MM&V Services Commencement Date and ongoing throughout the Term.
- b) Direct access, by telephone modem or other reasonable means installed at Centrica's expense, to any and all energy management systems or building automation systems installed in or used in connection with the Facilities, with permission granted to Centrica to download any and all information from these systems and to store such information for the Term;
- c) Permission to install, at Centrica's expense, add-on devices to any and all utility and energy use meters, to enable Centrica to directly observe Facility utility usage, with permission granted to Centrica to download any and all information from these systems and to store such information for the Term;
- d) Permission, as an agent of Owner, to obtain and utilize any and all energy usage information from any and all utilities or energy suppliers providing service to the Facilities, with permission granted to Centrica to download any and all information from these systems and to store such information for the Term. In connection herewith, Owner agrees to execute such permission or authorization forms, which utilities or energy suppliers may from time to time require to release such information to Centrica; and
- e) Copies of any and all energy-using equipment repair orders or invoices for repairs or maintenance ECM Work not subject to the direct control of Centrica.

5.3.2 Failure by Owner to provide the information required in this Section 5.3 or otherwise comply with its obligations under this Agreement in timely fashion, will suspend the Energy Savings Guarantee described in the Energy Savings Schedule until the information is provided or other obligation is met. The failure of Owner to provide this information within ninety (90) days of the end of the applicable annual period shall be deemed a material breach of this Agreement in accordance with Section 8.2.1(d) hereof.

ARTICLE VI
COMPENSATION AND PAYMENT

6.1 COMPENSATION FOR THE ECM WORK.

6.1.1 For the performance of the ECM Work, and all obligations in connection therewith under this Agreement, Owner agrees to pay Centrica Services, Inc. the following sum (the "ECM Work Price"): **Three million, one hundred twenty-four thousand, six hundred and eleven dollars (\$3,124,611)**. A detailed "ECM Work Schedule of Values", setting forth the breakdown of the total ECM Work Price, is attached hereto as Schedule 6A.

6.1.2 Based upon itemized applications for payment submitted to Owner by Centrica during the Construction and Installation Phase, Owner shall make payment to Centrica of the ECM Work Price as follows:

- a) The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided an application for payment is received by Owner not later than the 5th day of a month, Owner shall make payment pursuant to such application to Centrica not later than the 20th day of the same month. If an application for payment is received by Owner after the application date fixed above, payment shall be made by Owner not later than twenty (20) days after receipt of the application for payment.
- b) Each application for payment shall provide such detail and back-up information or data as Owner may reasonably require, and shall be based upon the ECM Work completed and materials stored on site and/or at locations approved by Owner in its reasonable discretion for the period ending on the last day of the applicable month. The ECM Work Schedule of Values shall be used in establishing percentages of completion in payment applications.
- c) Final payment, constituting the entire unpaid balance of the ECM Work Price, shall be made by Owner to Centrica within fifteen (15) days of the date of Final Completion.
- d) Payments due and unpaid shall bear interest from the date due at the legal rate prevailing from time to time at the place where the Project is located.

6.2 COMPENSATION FOR THE MM&V SERVICES.

6.2.1 For the performance of the MM&V Services during the Term, Owner agrees to pay Centrica Services, Inc. the following fee (the "MM&V Services Fee"): **Two thousand, four hundred and ninety-six dollars (\$2,496)**. A detailed "MM&V Services Schedule of Values", setting forth the breakdown of the total MM&V Services Fee for each item of MM&V Services, is attached hereto as Schedule 6B.

6.2.2 Effective as of each anniversary of the MM&V Services Commencement Date, the MM&V Services Fee shall be increased by an amount equal to three (3%) percent of the amount of the Service Fee for the immediately preceding one (1) year period.

6.2.3 The Service Fee shall be paid in arrears in equal annual installments on the first (1st) day of the month in which the anniversary of the MM&V Services Commencement Date occurs.

ARTICLE VII CHANGES

7.1 **CHANGE ORDERS.** Changes in the ECM Work or MM&V Services that are within the general scope of this Agreement, and that are not minor changes in the ECM Work or MM&V Services, shall be accomplished without invalidating this Agreement by a written instrument executed by both Parties in accordance with this Article VII (a "Change Order"). Centrica may request or Owner may order changes in the ECM Work or MM&V Services within the general scope of this Agreement consisting of adjustment to the ECM Work Price and/or MM&V Services Fee, respectively, or the ECM Work Schedule. All such changes in the ECM Work shall be authorized by applicable Change Order.

7.1.1 Owner and Centrica shall negotiate in good faith an appropriate adjustment, as applicable, to the ECM Work Price, MM&V Services Fee and/or the ECM Work Schedule, and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the ECM Work Price, MM&V Services Fee and/or ECM Work Schedule shall not be unreasonably withheld. An increase or decrease in the ECM Work Price or MM&V Services Fee resulting from a change in the scope of the ECM Work or MM&V Services shall be determined by one or more of the following methods:

- a) unit prices set forth in this Agreement or as subsequently agreed;
- b) a mutually accepted, itemized lump sum; or
- c) if an increase or decrease cannot be agreed upon as set forth in this Section 7.1, the adjustment in the ECM Work Price or MM&V Services Fee shall be determined by the reasonable expense and savings of the performance of the ECM Work resulting from the change. If there is a net increase in the ECM Work Price or MM&V Services Fee, then a reasonable adjustment shall be made for Centrica's overhead and profit. In the case of a net decrease in cost, the amount of the decrease in the ECM Work Price or MM&V Services Fee shall not include reduction for overhead and profit.

7.2 **MINOR CHANGES IN THE ECM WORK.** Centrica may make minor changes in the design and construction of the ECM Work consistent with the intent of this Agreement that do not involve an adjustment in the ECM Work Price or MM&V Services Fee or the ECM Work Schedule, so long as such changes do not materially and adversely affect the ECM Work, the quality of the materials or equipment specified herein, the performance of any materials,

equipment or systems specified herein, or the quality of the workmanship required by this Agreement.

7.3 CHANGES AFFECTING THE GUARANTEED ENERGY SAVINGS. The Parties acknowledge that changes that negatively or positively affect the scope of the ECM Work will necessarily affect the Guaranteed Energy Savings set forth in Section 4.3. Change Order documents containing such scope changes shall also delineate the corollary Guaranteed Energy Savings adjustments.

7.4 UNKNOWN CONDITIONS. If in the performance of the ECM Work or the MM&V Services Centrica finds latent, concealed or other conditions that materially differ from the conditions Centrica reasonably anticipated, or if the physical conditions are different from those normally encountered and generally recognized as inherent in the kind of ECM Work or MM&V Services provided for in this Agreement, then the ECM Work Price or the MM&V Services Fee shall be equitably adjusted, and, as applicable, the ECM Work Schedule and Guaranteed Energy Savings shall be appropriately modified, by a Change Order within a reasonable time after the conditions are first observed. Centrica shall provide Owner with written notice of its discovery of any of the foregoing conditions as soon as practicable after such discovery.

7.5 EMERGENCIES. In any emergency affecting the safety of persons or property, Centrica shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the ECM Work Price, MM&V Services Fee or ECM Work Schedule on account of such emergency ECM Work shall be determined as provided in this Article VII.

7.6 CHANGES IN LAW. In the event any changes in laws or regulations affecting the performance of the ECM Work are enacted after the date of this Agreement, the ECM Work Price, the MM&V Services Fee and/or the ECM Work Schedule or Guaranteed Savings shall be equitably adjusted by Change Order.

7.7 MATERIAL CHANGES.

7.7.1 Definition. A "Material Change" is any change in or to the Facilities, whether structural, operational or otherwise in nature that reasonably can be expected, in the judgment of Owner and Centrica to decrease annual energy savings in accordance with the provisions and procedures set forth in the Energy Savings Schedule (Schedule 5) after adjustments for climatic variations. Actions by Owner that may result in a Material Change include, but are not limited to the following;

- a) The manner of use of the Facilities by Owner;
- b) The hours of operation for the Facilities or for any Equipment or energy using systems operating at the Facilities;
- c) Permanent changes in the comfort and service parameters set forth in Scope of ECM Work (Schedule 2A);

- d) Occupancy of the Facilities;
- e) The structure of the Facilities;
- f) The types and quantities of equipment used at the Facilities;
- g) The modification, renovation or construction at the Facilities (other than the ECM Work);
- h) Owners' failure to provide maintenance of and repairs to the Equipment; or
- i) Any other conditions other than climate affecting energy use at the Facilities.

7.7.2 Reported Material Changes. Owner shall use best efforts to deliver to Centrica a written notice describing all actual or proposed Material Changes at least thirty (30) days prior to the implementation of such Material Change, or as soon as is practicable after an emergency or other unplanned event. After Centrica's review of the notice, the Parties shall meet as soon as practicable to agree upon adjustments to the Energy Savings Schedule and the MM&V Services Fee, which adjustments shall be set forth in a Change Order.

ARTICLE VII TERMINATION

8.1 TERMINATION BY OWNER FOR CAUSE. Upon thirty (30) days' advance written notice to Centrica, Owner may terminate this Agreement for Cause (as hereinafter defined) if after giving Centrica written notice of such Cause, Centrica fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, such cure is undertaken within such time period and is thereafter continued diligently until completion.

8.1.1 For purposes of this Agreement, "Cause" shall mean the occurrence of any of the following:

- a) Any material failure on the part of Centrica to perform or comply with the terms and conditions of this Agreement; or
- b) The commencement by or on behalf of Centrica of any voluntary or involuntary case or matter relating to or associated with the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or Centrica being adjudicated a debtor or declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or Centrica making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debts generally as they become due, and/or if a custodian, receiver, trustee or liquidator of Centrica, all

or substantially all of the assets or business of Centrica or of Centrica's interest in this Agreement, is appointed in any proceeding.

8.1.2 If termination occurs during the Construction and Installation Phase, Owner shall be responsible for paying for all ECM Work performed by Centrica through the effective date of termination, and Owner may deduct from the amount due to Centrica the reasonable cost to Owner of any necessary remediation required with respect to the matters resulting in such termination. In the event that Centrica is terminated by Owner under this provision and it is later determined that such termination was improper, Centrica shall be entitled to the remedies set forth in Section 8.3 below.

8.1.3 If termination occurs during the MM&V Services Phase, Owner shall be responsible for paying for all reasonable costs and expenses incurred by Centrica under Section 4.4 hereof prior to the effective date of termination, but subject to Owner's right to deduct its remediation costs in the same manner as provided in Section 8.1.2.

8.2 TERMINATION BY CENTRICA SERVICES, INC.

8.2.1 Upon ten (10) days' advance written notice to Owner, Centrica may, in addition to any other rights or remedies, terminate this Agreement for any of the following reasons:

- a) If the ECM Work has been stopped for at least thirty-day period under court order or order of other governmental authorities having jurisdiction, or as a result of the declaration of a national emergency or other governmental act during which, through no fault of Centrica, materials, supplies, tools, and construction equipment and machinery for the ECM Work are not available;
- b) If Owner has failed to pay any compensation due to Centrica in accordance with this Agreement for a period of thirty (30) days or more;
- c) If the ECM Work has been suspended for any reason by Owner for a continuous period exceeding sixty (60) days;
- d) If Owner has materially hindered or delayed Centrica in the performance of any of its obligations, or Owner has otherwise materially breached any covenant, agreement, warranty or representation set forth in this Agreement, and if after giving Owner written notice of thereof Owner fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, such cure is undertaken within such time period and is thereafter continued diligently until completion.

8.2.2 Upon such termination, Centrica shall be entitled to recover from Owner as provided in Section 8.3.

Upon the payment of amounts due under this Section 8.2, neither Party shall have any further liability to the other except for those obligations expressly specified in this Agreement to survive its termination.

8.3 TERMINATION BY OWNER WITHOUT CAUSE.

8.3.1 If Owner terminates this Agreement other than pursuant to Section 8.1, Centrica shall be entitled to recover from Owner as follows:

- a) If termination occurs during the Construction and Installation Phase, Owner shall be responsible for paying for all ECM Work performed by Centrica through the effective date of termination;
- b) If termination occurs during the MM&V Services Phase, Owner shall be responsible for paying for all reasonable costs and expenses incurred by Centrica under Section 4.2 hereof prior to the effective date of termination;
- c) Owner shall pay for all demobilization costs incurred by Centrica, and purchase or rental costs incurred by Centrica, for any equipment acquired by the Centrica in connection with the ECM Work and MM&V Services;

8.3.2 In addition to the foregoing, Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Centrica has previously undertaken or incurred in good faith on behalf of Owner in connection with the Project hereof.

8.4 GUARANTEED ENERGY SAVINGS. Upon the termination of this Agreement pursuant to either Section 8.2 or Section 8.3, all Guaranteed Energy Savings obligations of Centrica under Section 4.3 and elsewhere in this Agreement shall automatically cease and be of no further force or effect.

ARTICLE IX **INDEMNIFICATION/INSURANCE/BONDING/WAIVERS**

9.1 INDEMNIFICATION.

9.1.1 Centrica shall indemnify and hold Owner and its employees harmless from and against all third party claims, losses, or damages arising from the performance of the ECM Work or the MM&V Services provided that the same are attributable to bodily injury, death and/or damage to property, but only to the extent caused by the negligent, reckless or wrongful acts or omissions acts or omissions of Centrica or anyone for whose acts Centrica is liable. In no event shall this indemnification apply to liability to the extent caused by the negligence or willful misconduct of the party to be indemnified or held harmless. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, any worker's compensation act, or other employee benefit acts.

9.1.2 Owner shall indemnify and hold Centrica and its employees and subcontractors and agents harmless from and against all third party claims for bodily injury, death, and/or damage to property (excluding damage for which Owner assumes the risk of loss or damage to the ECM Work itself) that may arise in connection with the Project but only to the extent caused by the negligent, reckless or wrongful acts or omissions acts or omissions of Owner or anyone for whose acts Owner is liable. In no event shall this indemnification apply to liability to the extent caused by the negligence or willful misconduct of the party to be indemnified or held harmless. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, any worker's compensation act, or other employee benefit acts..

9.2 **CENTRICA SERVICES, INC.'S INSURANCE.** At all times during the Term, Centrica shall provide and maintain the insurance set forth in this Section 9.2. All insurers shall be authorized and licensed to provide insurance in the State of Illinois, and shall be rated as A- or better by A.M. Best

9.2.1 **Workers' Compensation.** Centrica shall obtain and maintain Worker's Compensation insurance with statutory limits and Employers' Liability insurance in the amount \$1,000,000 per accident/occurrence.

9.2.2 **Commercial General Liability.** Centrica shall obtain and maintain Commercial General Liability Insurance written on an occurrence basis, with the following limits:

Each Occurrence Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Products/Completed
Operations Aggregate
Limit: \$2,000,000

Personal and Advertising
Injury Limit: \$1,000,000

Medical Pay: \$5,000

9.2.3 **Automobile Liability.** Centrica shall obtain and maintain Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles, with the following limits:

Combined Single Limit
Bodily Injury and
Property Damage: \$1,000,000 Each Occurrence

9.2.4 **Professional Liability.** Centrica shall obtain and maintain professional liability or errors & omissions insurance for claims arising from the negligent performance of any

professional MM&V Services under this Agreement, which shall be General Office Coverage, with the following limits:

Per claim:	\$1,000,000
Aggregate:	\$2,000,000

9.2.5 Excess Umbrella. All liability insurance may be arranged under a single policy for the full limits required or by a combination of primary, excess, and/or umbrella liability policies.

9.2.6 Policy Terms. Owner shall be named as an additional insured on all coverage obtained by Centrica under all liability policies except Professional Liability and Workers' Compensation, on a primary and non-contributory with respect to any liability coverage maintained by Owner. The foregoing policies shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to Owner. Upon request, a certificates of insurance showing such coverage will be provided.

9.3 OWNER'S INSURANCE.

9.3.1 Liability Insurance. Owner shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement.

9.3.2 Property Insurance.

- a) Owner shall obtain and maintain Builder's Risk or equivalent property insurance in a form reasonably acceptable to Centrica upon the entire Project, including the Equipment and the Facilities and all other existing structures in which any of the ECM Work is to be performed, as well as all Project structures that are fully or partially owned or occupied by Owner or its affiliates, for the full cost of replacement at the time of any loss. This insurance shall include as insureds Owner, Centrica, Centrica's subcontractors, and all other subcontractors and suppliers, as their interests may appear. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" coverage including at a minimum coverage for theft, vandalism, malicious mischief, inland transit, collapse, temporary buildings, debris removal, flood, earthquake, wind, testing, and damage resulting from defective design, workmanship, or material. Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. Owner shall be responsible for all premiums and any co-insurance penalties, exclusions, sublimits, or deductibles.
- b) On or before the MM&V Services Commencement Date, Owner shall procure and thereafter maintain at all times during the Term, at its sole cost and expense a policy or policies of property damage insurance on all fixtures and improvements and betterments to the Facilities, including the Equipment,

against any peril generally included within the classification "all risks", including, but not limited to, risks covered by fire, extended coverage, vandalism and malicious mischief, in amounts at least equal to the full replacement cost thereof (without deduction for depreciation). Such coverage shall include boiler and machinery and equipment breakdown insurance. Centrica shall be included as an insured or loss payee on all such policies, as its interests may appear.

9.3.3 Policies. Upon Centrica's request, Owner shall provide Centrica with a copy of all policies including all endorsements thereto. Centrica shall be given thirty (30) days' prior written notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

9.3.4 Loss Adjustment. Any insured loss shall be adjusted with Owner and Centrica and made payable to Owner as trustee for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

9.4 WAIVER OF CLAIMS AND SUBROGATION.

9.4.1 Property Damage. Owner and Centrica waive all claims and other rights they may have against each other for loss of and/or damage to (i) the Project, including the Equipment and Facilities, (ii) all materials, machinery, equipment, and other items used in accomplishing the ECM Work and/or to be incorporated into the Project, while the same are in transit, at the Project site, during erection, and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except the rights each Party has to the proceeds of such insurance held by Owner as trustee in accordance with Section 9.3.4.

9.4.2 Waiver of Subrogation. Owner and Centrica shall have their respective insurers waive all rights of subrogation they may have against one another for claims arising thereunder. If the policies of insurance referred to in this Article IX require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Parties will cause them to be so endorsed.

9.4.3 Damages Waiver. Except to the extent of applicable insurance coverage under insurance policies procured pursuant to this Agreement, Owner and Centrica agree to waive all claims against the other for all special, indirect, consequential, remote, punitive, exemplary, or similar damages that may arise out of or relate to this Agreement. This waiver includes, but is not limited to, Owner's loss of use of the Facilities, all rental expenses incurred, loss of services of employees, or loss of reputation, and Centrica's loss of business, loss of financing, principal office overhead and profits, loss of profits not related to this Project, or loss of reputation. The provisions of this Section 9.4.3 shall survive the termination of this Agreement.

9.4.4 Limitation of Liability The Parties have discussed the risk and rewards associated with the ECM Work, as well as Centrica's compensation for the MM&V

Services. The Parties agree that Centrica shall procure and maintain insurance policies with such coverages and amounts and for such periods of time as required by this Agreement. In light of the foregoing, Owner agrees that Centrica's liability under this Agreement, regardless of the form of action, shall in no event exceed the amount of the compensation actually received by Centrica pursuant to Section 6.1 and Section 6.2 of this Agreement, unless and only to the extent that such liability is covered by a policy of insurance procured pursuant to this Agreement. The provisions of this Section 9.4.4 shall survive the termination of this Agreement.

9.5 BONDING.

9.5.1 Performance and Payment Bonds are required of Centrica as a condition to the commencement and performance of the ECM Work and the MM&V Services. All Bonds must be acceptable to Owner, and its reasonable discretion, and shall: i) be issued by good and sufficient sureties licensed in the State of Illinois, ii) fully comply with the requirements of the Illinois Public Construction Bond Act (30 ILCS 550).

ARTICLE X CASUALTY AND CONDEMNATION

10.1 CASUALTY.

10.1.1 After the MM&V Services Commencement Date, Owner assumes and shall bear the risk of damage, loss, theft, or destruction, partial or complete, of the Equipment and the Facilities (a "Casualty Loss"), however arising, except to the extent that the same may be caused by the negligent or willful acts or omissions of Centrica that not covered by insurance to be procured pursuant to this Agreement. If Owner fails to repair or replace any Casualty Loss within a reasonable time, and in no event more than one hundred twenty (120) days from its occurrence (except to the extent that the same is the responsibility of Centrica in accordance with the foregoing), Centrica may, at its option: (i) terminate this Agreement by delivery of a written notice to Owner, and such termination shall be deemed a termination without Cause and will be subject to the provisions of Section 8.3 hereof, or (ii) require Owner to amend this Agreement in a manner that equitably accounts for the loss of such Equipment and/or Facilities.

10.1.2 In the event of a Casualty Loss caused by the negligent or willful acts or omissions of Centrica that is not covered by insurance to be procured pursuant to this Agreement, Owner may require Centrica to promptly repair or replace the damaged or destroyed Equipment and/or Facilities, and in the event of Centrica's failure to do so, Owner may, at its option: (i) repair or replace such items and recover the reasonable cost thereof from Centrica, or (ii) terminate this Agreement for Cause pursuant to Section 8.1 hereof.

10.2 CONDEMNATION.

10.2.1 In the event of the condemnation resulting in a taking of substantially all of the Facilities, this Agreement shall terminate upon the effective date of such taking, and such termination shall be deemed a termination without Cause in accordance with Section 8.3 hereof, provided, however, that the proceeds of such condemnation shall belong to Owner.

10.2.2 In the event of a condemnation resulting in a taking of less than substantially all of the Facilities, the Parties shall amend this Agreement in a manner that equitably accounts for such taking.

ARTICLE XI COMPLIANCE OBLIGATIONS

11.1 STATUTORY AND REGULATORY COMPLIANCE. Centrica will comply with all applicable provisions of federal, state and local law when performing the ECM Work AND the MM&V Services. Where required by law, all drawings, plans, reports, and other documents delivered to Owner as part of the ECM Work must bear the stamp or seal of architects or engineers licensed by the State of Illinois. Without limiting the generality of the foregoing, Centrica shall, to the extent applicable, comply with the following:

- i) The Illinois Human Rights Act (775 ILCS 5);
- ii) The Prevailing Wage Act (820 ILCS 130);
- iii) The Public Construction Bond Act (30 ILCS 550);
- iv) The Public Works Preference Act (30 ILCS 560);
- v) The Employment of Illinois Workers on Public Works Act (30 ILCS 570);
- vi) The Freedom of Information Act (5 ILCS 140);
- vii) The Open Meetings Act (5 ILCS 120);
- viii) The Illinois Architecture Practice Act of 1989 (225 ILCS 305);
- ix) The Professional Engineering Practice Act of 1989 (225 ILCS 325);
- x) The Structural Engineering Practice Act of 1989 (225 ILCS 340);
- xi) The Local Government Professional Services Selection Act (50 ILCS 510);
- xii) The Contractor Unified License and Permit Bond Act (50 ILCS 830);
- xiii) All Anti-Terrorism Laws, including Executive Order No. 13224 on Terrorist Financing and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Person (SND's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56);
- xiv) All "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et seq.; and
- xv) The Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 et seq; and all federal non-discrimination laws and regulations.

11.2 FAILURE TO COMPLY. If Centrica performs and ECM Work or MM&V Services knowing or having reason to know that such Work or Services are contrary to applicable laws, rules and/or regulations, Centrica shall be responsible for payment of all reasonable costs and expenses arising therefrom.

ARTICLE XII

GENERAL PROVISIONS

12.1 NOTICE. All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery; or (ii) a nationally-recognized overnight delivery service that provides proof of delivery and addressed to the other Party at such Party's address specified below. Such address may be changed by a Party giving notice thereof in accordance with this provision.

To Owner: Coles County
651 Jackson Ave, Room 326
Charleston, IL 61920
Attn: _____

To: Centrica Services, Inc.
3 Rosell Drive, Ballston Lake
New York 12019
Attn: Alexandra Coleman

12.2 INDEPENDENT CAPACITY. The Parties agree that Centrica is an independent contractor, and that Centrica and its employees and agents, shall act in an independent capacity in the performance of this Agreement, and shall not be construed as officers, employees, or agents of Owner. In addition, this Agreement shall not be construed as creating any partnership or joint venture between the Parties.

12.3 FORCE MAJEURE. If causes beyond a Party's reasonable control delay, impair or prevent the performance of any of such Party's obligations hereunder, expressly excepting, however, the payment of money, the time for such performance shall be extended for a reasonable period of time commensurate with the time and nature of the cause. Such causes shall include, but not be limited to: changes ordered in the ECM Work; acts or omissions of the other Party or others beyond the control of the Party whose performance is required, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the ECM Work, acts of governmental agencies, or unavoidable accidents or circumstances, Hazardous Materials or differing site conditions.

12.4 FURTHER DOCUMENTS. The Parties agree to execute and deliver all further documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

12.5 GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, without regard to conflicts of laws rules or principles of this State or any other jurisdiction.

12.6 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.7 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement,

or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

12.8 INTERPRETATION. The Parties agree that the following shall govern the interpretation of this Agreement:

12.8.1 Headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

12.8.2 The grouping of the articles in this Agreement and of specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

12.8.3 The terms "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular Section, Subsection or Schedule or Exhibit.

12.8.4 The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

12.9 CENTRICA SERVICES, INC. PROPERTY. All property used by Centrica in connection with the ECM Work and the MM&V Services, including equipment, tools, drawings, designs, documentation, schematics, test equipment, software, and associated media remain the exclusive property of Centrica. Owner agrees not to use such property for any purpose at any time. Owner agrees to allow Centrica personnel to retrieve and to remove all such materials remaining after the ECM Work has been completed or at the end of the Term. Owner acknowledges that any Centrica software included in the ECM Work is proprietary and will be delivered only after execution of and pursuant to a Centrica standard licensing agreement.

12.10 BINDING EFFECT. This Agreement and the Contract Documents shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

12.11 AMENDMENT. This Agreement may be amended, modified or supplemented only by written agreement signed by the Parties.

12.12 ASSIGNMENT. Centrica acknowledges that Owner is induced to enter into this Agreement by, among other things, the qualifications of Centrica. Accordingly, Centrica agrees that this Agreement shall not be assigned in whole or in part to another person or entity, without the prior written approval of Owner.

12.13 ENTIRE AGREEMENT. This Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. Each

Party acknowledges that no Party has made any promises, representations, warranties, covenants or understandings other than those expressly set forth herein.

12.14 EXECUTION. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The transmission of the signature of a Party by facsimile, email or other electronic means shall be deemed an original thereof by the Party receiving such signature.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Choose an item.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 1
The Facilities

The following facilities are included in the scope of work:

Facility	Address
Coles County Courthouse	651 Jackson Ave, Charleston, IL 61920

SCHEDULE 2A
Scope of ECM Work

The following Facility Improvement Measure (FIM) will be completed in this project. A Facility Improvement Measure (FIM) is synonymous with an Energy Conservation Measure (ECM). A scope of work for the FIM follows the Table below.

FIM Name
1 – Historic Window Replacements

FIM 1 – Historic Window Replacements

CBS will replace the majority of existing windows at the Historic Courthouse. A total of 384 window openings will have windows replaced. The new windows will have a U-value of 0.30 or less and be gas filled, low-e argon. The new aluminum clad wood windows will be replicas of the original window design and will be approved by the Illinois State Historic Preservation Office.

Work will Include:

- Remove and dispose of existing windows for 384 window openings
- Remove and reinstall any interior window treatments as needed
- Furnish and install new windows and insulate perimeter
- Caulk both interior and exterior of the new windows
- Clean windows following installation
- Instruct Owner's designated operators on the operation and maintenance of the new windows
- CBS will be responsible for all equipment receiving, unloading, and storage
- Interior trim will be repaired as needed with stain matching the existing mill work
- New aluminum clad exterior sills and historically appropriate perimeter aluminum clad trim will be applied, exterior clad finish and color to be determined
- New windows will meet or exceed U value of 0.30
- New windows will meet or exceed an exterior paint specification of AMMA 2605
- New windows will be low-e/argon filled

Excluded Work:

- Removal of hazardous materials including asbestos and lead and the associated cost is not included in this project and will be completed by others
- Existing ½ Circle Windows on North and South Elevations (2nd Floor) are to remain and not be replaced (~10)

SCHEDULE 2B
Scope of Services

Measurement and Verification Services

CBS will provide energy savings Measurement and Verification services for the duration of the project term. CBS shall provide Owner with an energy savings reconciliation report that calculates energy savings according to the Energy Savings Methodologies defined in Schedule 5.

The first report will be due one year and 90 days after the Services Commencement Date, which coincides with the date of substantial completion. Subsequent annual reports will be due each year following the delivery of the first report for the duration of the term. The report shall initially be submitted by Centrica to Owner in draft form. Centrica and Owner agree to use their best efforts to resolve any discrepancies in the draft report as soon as possible and to arrive at mutually acceptable report. Centrica and Owner will indicate their acceptance of the report by signing a Letter of Acknowledgement at the end thereof. Failure of Owner to respond within 60 days of receipt of the reports shall indicate Owner's acceptance of the report.

Operation and Maintenance Services

During the term of this Agreement, the Owner will be responsible for the operation and maintenance on all equipment and systems as per manufacturer's recommendations. CBS will provide maintenance training to the Owner's designated personnel and will supply supporting documents for maintenance functions. CBS will provide a one-year workmanship warranty on equipment associated with the Scope of ECM Work provided in Schedule 2A. During the term of this agreement, the Owner will be responsible for warranty claim administration and replacement of failed components.

SCHEDULE 3
Work Schedule

Item	Task Name	Duration
1	Notice to Proceed	2 days
2	Procurement	150 days
3	Installation	182 days
4	Commission/Training	1 day
5	Closeout	10 days

Note: Dates for substantial and final completion will be provided on the construction schedule following contract execution.

SCHEDULE 4
As-Built Drawing Requirement

The as-built requirements for each FIM are provided below:

FIM 1 – Historic Window Replacements

At the end of the installation CBS will supply an electronic PDF and 3 hard copies of the window cutsheets, drawings, O&M material, and provide up to four (4) hours of training on the proper operation and maintenance of the installed equipment.

SCHEDULE 5
Energy Savings Schedule

Section 1: Summary of Energy Savings

The energy reduction in Year 1 for each Facility Improvement Measure (FIM) is summarized in Table 1.

Table 1 - Year 1 Energy Usage Savings by FIM

FIM	Electric Usage Savings (kWh/yr)	Natural Gas Usage Savings (therm/yr)
1 – Historic Window Replacements	4,831	1,563
Total	4,831	1,563

Avoided Capital Cost Savings

An annual Avoided Capital Cost Savings of \$116,000 is applied in Year 1 and escalated at 3% for each year of the term as described in Table 2. The Avoided Capital Cost Savings are associated with replacing existing windows at the Courthouse. This stipulated Avoided Capital Cost Savings will not be measured or verified during the term.

Annual Energy Cost Savings

The annual energy savings are calculated for each year by applying an annual energy cost escalation rate of 3% as shown in Table 2. The energy cost savings are calculated by multiplying the energy usage savings by the baseline rates shown in Table 3.

Table 2 - Annual Cost Savings for Contract Term

Annual Period	Electricity Cost Savings	Natural Gas Cost Savings	Avoided Capital Cost Savings	Total Savings
Year 1	\$410	\$926	\$116,000	\$117,336
Year 2	\$423	\$954	\$119,480	\$120,857
Year 3	\$435	\$983	\$123,064	\$124,482
Year 4	\$448	\$1,012	\$126,756	\$128,216
Year 5	\$462	\$1,043	\$130,559	\$132,064
Year 6	\$476	\$1,074	\$134,476	\$136,026
Year 7	\$490	\$1,106	\$138,510	\$140,106
Year 8	\$505	\$1,139	\$142,665	\$144,309
Year 9	\$520	\$1,173	\$146,945	\$148,638
Year 10	\$535	\$1,209	\$151,354	\$153,098
Year 11	\$552	\$1,245	\$155,894	\$157,691
Year 12	\$568	\$1,282	\$160,571	\$162,421
Year 13	\$585	\$1,321	\$165,388	\$167,294

Year 14	\$603	\$1,360	\$170,350	\$172,313
Year 15	\$621	\$1,401	\$175,460	\$177,482
Year 16	\$639	\$1,443	\$180,724	\$182,806
Year 17	\$659	\$1,486	\$186,146	\$188,291
Year 18	\$678	\$1,531	\$191,730	\$193,939
Year 19	\$699	\$1,577	\$197,482	\$199,758
Year 20	\$720	\$1,624	\$203,407	\$205,751

Table 3 – Utility Rates Summary

Building	Electricity (\$/kWh)	Natural Gas (\$/therm)
Coles County Courthouse	\$0.0851	\$0.5927

Section 2: Measurement and Verification Options

Measurement and Verification (M&V) of energy savings will be based on the International Performance Measurement and Verification Protocol (IPMVP) Option A - Retrofit Isolation: Key Parameter Measurement. This plan was developed by Joe Marchese, Certified Measurement & Verification Professional (CMVP).

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the FIMs affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are determined using sound engineering judgement.

Section 3.0: Measurement and Verification Plan (Energy Savings Methodology)

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, and procedures and tools that will be used to calculate the savings for each FIM. Savings are determined by comparing baseline usage and cost against the post FIM implementation usage and costs.

Baseline Operating Conditions: Baseline operating conditions provide a summary of the building usage, equipment, and operating modes during the baseline period. No significant changes are expected related to these conditions; however, if a change occurs in these conditions, the baseline energy usage may be adjusted (permanently or temporarily). Table 4 provides a summary of the baseline operating conditions.

Table 4 - Baseline Operating Conditions Summary

Building	Building Occupancy	Square Footage
Coles County Courthouse	Monday – Friday, 8AM – 5PM	48,000

Independent Variables: Independent variables include factors that can affect the facility’s energy consumption. The largest independent variable is typically weather. For example, an abnormally cold winter will result in additional heating fuel (e.g., natural gas) consumption. A safety factor has been applied to the calculations to minimize the affect of abnormal weather conditions but if a change occurs outside the range of the safety factor, the baseline energy usage may be adjusted for that particular heating or cooling season.

The relevant independent weather variables are average monthly outside air temperature and average daily transmitted solar radiation. Average outside air temperature for the baseline period will utilize 30-year Bin data from Bin Maker Pro v3 using local weather station data for Springfield, IL. Average daily transmitted solar radiation data for the baseline period will utilize the NREL Solar Radiation Data Manual for Buildings using local weather station data for Springfield, IL.

Static factors: Static factors are components of the energy savings calculations that are not subject to change during the measurement and verification period. Within this document they are referred to as “Stipulated Parameters”. An example of a stipulated parameter is often equipment and/or facility operating hours. These parameters were either measured or assumed during the investment grade audit and are non-variable from the baseline to the proposed energy consumption periods. If changes to the stipulated parameters are reported by the Owner to have occurred, a non-routine savings adjustment may be performed to represent this. If the change in the stipulated parameter cannot be adequately quantified, or the adjusted savings impacts the total project savings such that a savings shortfall occurs, Centrica may return the parameter to its stipulated value outlined in this document and calculate the actual energy savings with said value.

The relevant operating hours and other stipulated parameters associated with the energy savings calculations can be found below in the individual M&V Method by Measure.

FIM 1 – Historic Window Replacements

CBS will complete the infiltration reduction scope indicated in Schedule 2A.

Facilities Affected

This FIM will be accomplished in the following facilities:

- Coles County Courthouse

Measurement and Verification Method

Option A was selected to provide a cost-effective means to evaluate energy savings. The key parameter to be measured post-implementation will be the average installed window U-Factor as listed in final construction as-builts as well as installed window sizes and quantities. M&V services for this measure will be performed in Year 1 only, after which the savings will be stipulated and agreed upon by the Owner for the remaining term of the contract.

Pre-Implementation Measurements

1. Survey of existing window sizes and quantities (Appendix B of Exhibit A)

Post-Installation Measurements

1. Visual inspection of installed window U-Factor from manufacturer cutsheets
2. Visual inspection of installed window sizes and quantities

Stipulated Parameters

Stipulated parameters were based on current equipment nameplates, drawings, and engineering estimates as defined in the table that follows:

Stipulated Parameters	
Heating Efficiency	94.0%
Cooling Efficiency	1.20 kW/ton
Heating Temperature Setpoint	68 °F
Outside Air Temperature	BIN Maker Pro for Springfield, IL
Heating Season Hours	BIN Maker Pro for Springfield, IL
Average Daily Transmitted Solar Radiation	NREL Weather Data for Springfield, IL
Number of Cooling Days Per Month	Appendix B of the IGA
Baseline Window Solar Radiation Rejection Factor	0%
Post Installation Window Solar Radiation Rejection Factor	10%
Baseline Average Window U-Factor	0.54 Btu/(hr*ft ² *°F)

Savings Calculation Method

Savings associated with the window replacements occur as a result of reduced thermal conduction and solar radiation through the new windows. Thermal conduction savings are determined by improving the U value of the windows from a current value of 0.54 (R=1.85) to a post retrofit value of 0.30 (R=3.33). Solar radiation savings are associated with improved solar heat rejection with the new windows. By reducing thermal conduction and radiation through the new windows, the rate of heat transfer is reduced, resulting in energy savings. To estimate energy savings, a spreadsheet model was developed to determine thermal losses and energy savings. The calculations used to determine the savings are as follows:

$$\begin{aligned} \text{Annual Natural Gas Savings} \\ = \text{Baseline Heating Conduction} - \text{Proposed Heating Conduction} \end{aligned}$$

$$\begin{aligned} \text{Baseline Heating Conduction (therm/yr)} \\ = \sum \text{bin} [\text{Baseline U Factor} \times \text{Window Area} \\ \times (\text{Heating Setpoint} - \text{OAT}) \times \text{Annual Bin hours} \times \text{Heating Efficiency} \\ / 100,000 \text{ Btu/therm}] \end{aligned}$$

$$\begin{aligned} \text{Proposed Heating Conduction (therm/yr)} \\ = \sum \text{bin} [\text{Proposed U Factor} \times \text{Window Area} \\ \times (\text{Heating Setpoint} - \text{OAT}) \times \text{Annual Bin hours} \times \text{Heating Efficiency} \\ / 100,000 \text{ Btu/therm}] \end{aligned}$$

$$\text{Annual kWh Savings} = \text{Baseline Cooling Energy} - \text{Proposed Cooling Energy}$$

$$\begin{aligned} \text{Baseline Cooling Energy} \left(\frac{\text{kWh}}{\text{yr}} \right) \\ = \sum [\text{Baseline Monthly Cooling Load}] \times \text{Cooling Efficiency} / (12 \text{ MBH} \\ / \text{ton}) \end{aligned}$$

$$\begin{aligned} \text{Baseline Monthly Cooling Load (MBtu/month)} \\ = \sum \text{building face} [\text{Window Area} \\ \times \text{Average Daily Transmitted Solar Radiation} \\ \times \text{Number of Cooling Days} / 1,000 \text{ Btu/MBtu}] \end{aligned}$$

$$\begin{aligned} \text{Proposed Cooling Energy} \left(\frac{\text{kWh}}{\text{yr}} \right) \\ = \sum [\text{Proposed Monthly Cooling Load} \times \text{Cooling Efficiency}] / (12 \text{ MBH} \\ / \text{ton}) \end{aligned}$$

$$\begin{aligned} \text{Proposed Monthly Cooling Load (MBtu/month)} \\ = \sum \text{building face} [(1 \\ - \text{Solar Radiation Rejection Factor}) \times \text{Window Area} \\ \times \text{Average Daily Transmitted Solar Radiation} \\ \times \text{Number of Cooling Days} / 1,000 \text{ Btu/MBtu}] \end{aligned}$$

$$\begin{aligned} \text{Annual \$ Savings} \\ = \text{Annual Natural Gas Savings} \times \$/\text{therm Rate} \\ + \text{Annual kWh Savings} \times \$/\text{kWh Rate} \end{aligned}$$

SCHEDULE 6A
Work Schedule of Values

Item	Work Item	Value
1	Mobilization & Engineering	\$312,461
2	FIM 1 – Historic Window Replacements	\$2,655,920
3	Final Closeout Invoice	\$156,230
	Total Project Cost	\$3,124,611

SCHEDULE 6B
Services Schedule of Values

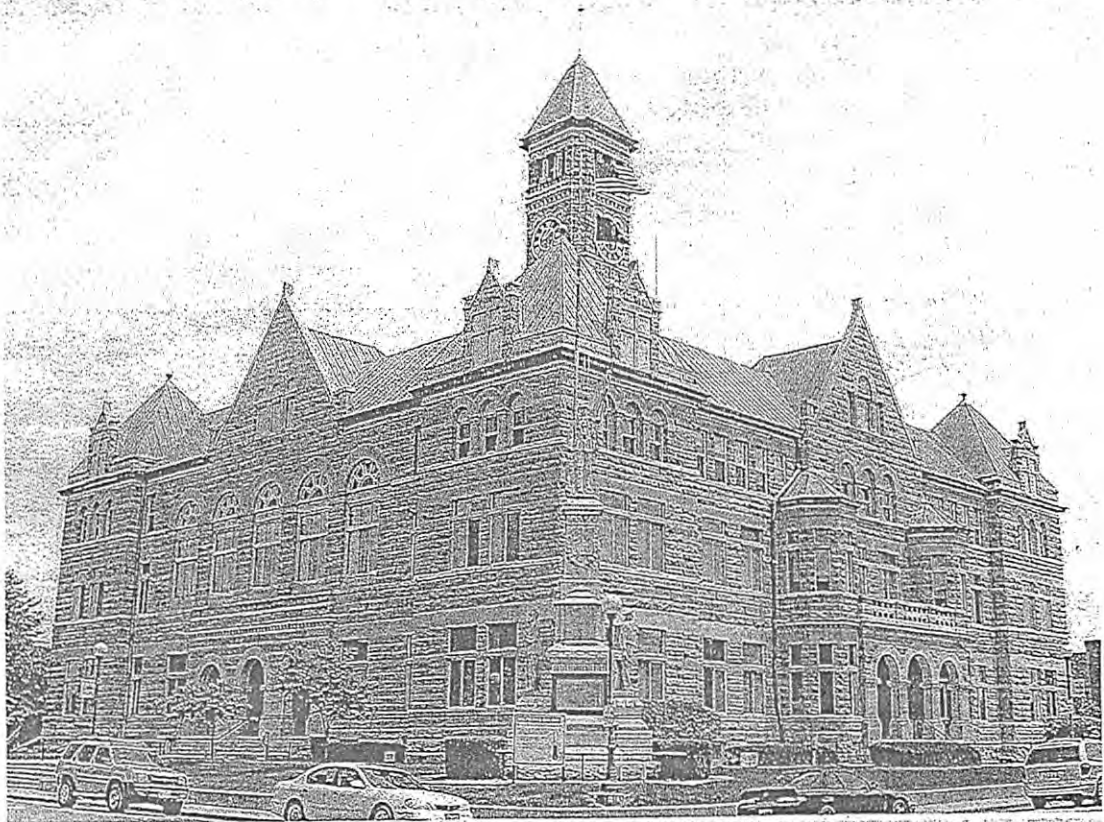
Measurement & Verification Services

Item	Work Item	Value
1	Year 1 M&V	\$2,496
2	Year 2 M&V	\$857
3	Year 3 M&V	\$883
4	Year 4 M&V	\$909
5	Year 5 M&V	\$936
6	Year 6 M&V	\$965
7	Year 7 M&V	\$993
8	Year 8 M&V	\$1,023
9	Year 9 M&V	\$1,054
10	Year 10 M&V	\$1,086
11	Year 11 M&V	\$1,118
12	Year 12 M&V	\$1,152
13	Year 13 M&V	\$1,186
14	Year 14 M&V	\$1,222
15	Year 15 M&V	\$1,258
16	Year 16 M&V	\$1,296
17	Year 17 M&V	\$1,335
18	Year 18 M&V	\$1,375
19	Year 19 M&V	\$1,416
20	Year 20 M&V	\$1,459

EXHIBIT A
Investment Grade Audit Report

Investment Grade Audit

April 22, 2022



Coles County, IL

Prepared by:

Orry Cummings
Account Executive
207-831-0444
orry.cummings@centrica.com

Mark Lloyd, PE, CEM
Project Director
856-217-5584
mark.lloyd@centrica.com

Joe Marchese, CMVP
Energy Engineer
224-548-9668
Joe.Marchese@centrica.com

centrica
Business Solutions

© 2022 Centric Business Solutions. Registered Office: Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD. Registered in England & Wales No 3033654

Table of Contents

1.0	Executive Summary	3
1.1	Project Overview.....	3
1.2	Summary of Proposed Facility Improvement Measures (FIMs)	4
1.3	Project Guidelines and Goals	4
1.4	Environmental Benefits	5
1.5	Community Benefits	5
1.6	Other Measures Considered.....	5
2.0	Facility Description	7
3.0	Utility Usage Overview	7
3.1	Utility Usage and Cost Summary	7
3.2	Utility Rate Review.....	8
3.3	Baseline Annual Energy Usage.....	9
3.4	Reconciliation of Usage to Baseline.....	10
3.5	Utility Benchmarking – Energy Utilization Index	10
4.0	Facility Improvement Measures (FIMs)	11
4.1	FIM #1: Historic Window Replacements.....	11
5.0	Summary	13
5.1	Financial Summary.....	13
5.2	Project Management and Schedule.....	13
Appendix A – Baseline Utility Data		14
Appendix B – FIM Calculations		15

Investment Grade Audit

1.0 Executive Summary

1.1 PROJECT OVERVIEW

Centrica Business Solutions Services, Inc. (Centrica Business Solutions, CBS) is pleased to provide this Investment Grade Audit for Coles County, IL. We have developed the following report to identify, document, and present Coles County's selection for window replacement at Coles County Courthouse. This Facility Improvement Measure (FIM) will replace the existing windows at the courthouse with new, higher efficiency windows.

We greatly value the support we have received from numerous representatives of Coles County during the development of this project. We look forward to expanding our partnership with the County by implementing the Facility Improvement Measure described in the report through an Energy Performance Contract Agreement.

This report provides the scope of work, energy savings estimate, and cost proposal for the infrastructure improvement at the Coles County Courthouse.

Centrica Business Solutions will complete the scope of work described in this proposal for an installed cost of \$3,124,611. Measurement and Verification (M&V) Services will be performed for the duration of the term for a total cost of \$2,496 in Year 1.

I Investment Grade Audit

1.2 SUMMARY OF PROPOSED FACILITY IMPROVEMENT MEASURES (FIMs)

Centrica Business Solutions previously conducted a Preliminary Feasibility Assessment (PFA) to document the potential energy savings and budgetary costs for Coles County. Both parties agreed to proceed with an Investment Grade Audit and further develop the window replacement opportunity at the Coles County Courthouse. This FIM, FIM #1 – Historical Window Replacement is shown in Table 1 below.

Table 1 provides savings, implementation price, and utility incentives for the recommended FIM. The FIM will provide Coles County the ability to accomplish the following:

- Reduce annual electricity cost by 1.1%
- Reduce annual natural gas cost by 16.4%

Table 1 – Summary of Recommended Facility Improvement Measures

FIM Name	Annual Utility Savings (\$/yr)	Annual Repair & Replacement Savings (\$/yr)	FIM Cost
FIM 1 – Historic Window Replacement	\$1,336	\$116,000	\$3,124,611
TOTAL	\$1,336	\$116,000	\$3,125,611

1.3 PROJECT GUIDELINES AND GOALS

Centrica Business Solutions has worked with the following objectives in mind for the Coles County Courthouse:

- Reduce energy costs for Coles County facilities.
- Maintain or improve existing environment within the facility.
- Provide and improve operational control of the facility’s equipment and systems.

Additional benefits to Coles County will include:

- Work will be performed under a normal, properly planned and executed schedule and not under an emergency situation.
- Guaranteed quality engineering, construction, and long-term performance under a turnkey approach.

I Investment Grade Audit

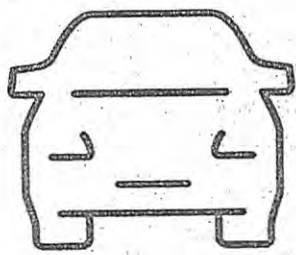
1.4 ENVIRONMENTAL BENEFITS

In addition to reducing energy consumption, these turnkey improvements give Coles County the opportunity to reduce its carbon footprint, reducing harmful environmental impacts. The positive impact this project will have on the environment is quantifiable. Most of the energy generated by power plants in the United States comes from burning fossil fuels. By reducing your energy consumption, fewer fossil fuels are consumed which means less pollution. For Coles County, the project will reduce greenhouse gases by approximately:

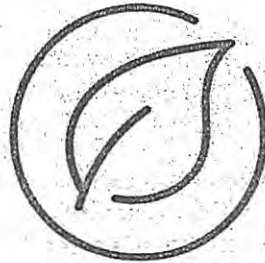
- 11.7 metric tons CO₂e each year

Figure 1 illustrates the reduction in greenhouse gases each year in terms of equivalencies of familiar items.

Figure 1 - Greenhouse Reduction Equivalencies



3 VEHICLES OFF THE ROAD



14 ACRES OF CARBON
SEQUESTERED BY TREES



ENERGY FOR 2 HOMES

1.5 COMMUNITY BENEFITS

In addition to reducing energy consumption and providing aesthetic and function improvements to the County's facility, the project will also have positive employment impacts to the local County community. The window replacement measure at the Courthouse is expected to utilize 12 workers. CBS plans to use local labor for the work to the fullest extent possible. This will ensure the community benefits of the project directly impact Coles County and the great state of Illinois.

1.6 OTHER MEASURES CONSIDERED

Seven FIMs identified during the PFA were evaluated during the IGA and did not meet the goals of the County at the time of delivery of the IGA. These measures include improvements related to lighting, building envelope, HVAC, water conservation, and renewable energy systems. These measures were removed from consideration at this time for the reasons described in Table 2. They may be considered in a separate project phase.

I Investment Grade Audit

Table 2 – FIMs Investigated but not Recommended

Potential FIM	Description	Reason Not Recommended
Lighting Upgrades	Installation of LED lighting fixtures at multiple County buildings.	This scope was excluded due to lack of project funding. It may be considered for future renovations at County buildings.
Building Infiltration Reduction	Seal gaps around doors and wall penetrations to reduce air leakage at multiple County buildings.	This scope was excluded due to lack of project funding. It may be considered for future renovations at County buildings.
Water Conservation	Installation of electronic inmate flush valve controls at the Sheriff's Department Replacement of existing high flow commercial plumbing fixtures at multiple County buildings.	This scope was excluded due to lack of project funding. It may be considered for future renovations at County buildings.
Domestic Hot Water Heater Replacement	Replacement of existing domestic hot water heater at the Sheriff's Department with a high efficiency condensing water heater.	This scope was excluded due to lack of project funding. It may be considered for future renovations at County buildings.
HVAC Controls Upgrades	Installation of a buildings automation system to allow for HVAC equipment scheduling and setback at the Center for Human Services.	This scope was excluded due to lack of project funding. It may be considered for future renovations at County buildings.
Boiler Improvements	Replacement of existing boilers at the Center for Human Services with high efficiency condensing boilers.	This scope was excluded due to lack of project funding. It may be considered for future renovations at County buildings.
Renewable Energy Systems	Installation of a solar photovoltaic array at the Center for Human Services building.	This scope was excluded due to lack of project funding. It may be considered as a separate project phase.

I Investment Grade Audit

2.0 Facility Description

The existing Coles County Courthouse was built in 1898 and is located in the middle of the square in downtown Charleston, IL. The Victorian style, stone façade structure is three-stories tall with a basement and attic. The Courthouse has a gable roof over a single central porch on each side of the building. A clock tower rises above an interior rotunda and above the center of the pitched roof of the courthouse. Courtrooms are located on the second floor and support offices on the first and third floors.

Centrica Business Solutions Engineers audited the Coles County Courthouse as summarized in *Table 3*. The total area of the site audited is approximately 48,000 ft².

Table 3 – Facility Locations

Facility	Address	Total Area (ft ²)
Coles County Courthouse	651 Jackson Ave, Charleston, IL 61920	48,000

3.0 Utility Usage Overview

3.1 UTILITY USAGE AND COST SUMMARY

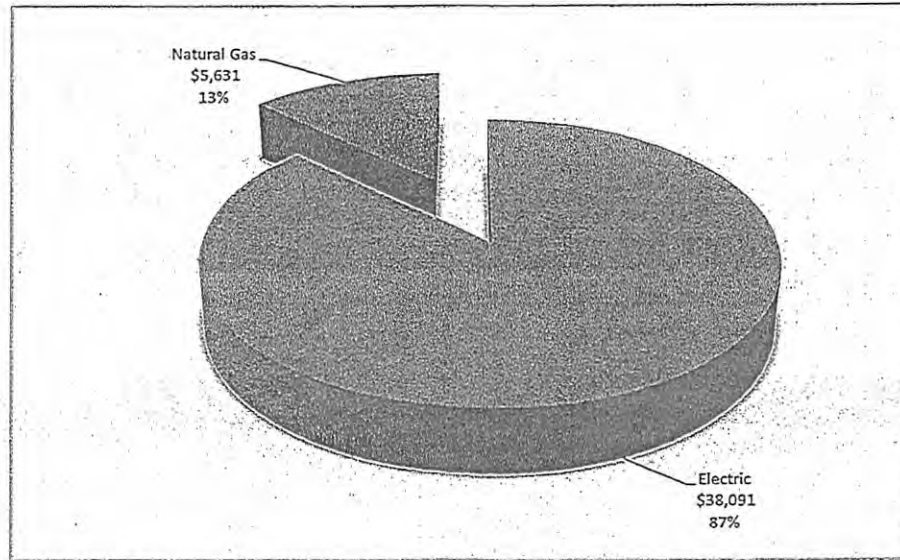
The Coles County Courthouse currently spends \$43,722 annually on electric and natural gas utilities. *Table 4* and *Figure 2* summarize the energy cost allocated to electric and natural gas consumption for the baseline period (January 2021 – December 2021). *Figure 2* shows that electric utility costs are significant (87%) when compared to the total utility costs for the Courthouse.

Table 4 – Annual Utility Usage & Cost Summary

Electricity		Natural Gas	
kWh/yr	\$/yr	therm/yr	\$/yr
443,870	\$38,091	7,862	\$5,631

I Investment Grade Audit

Figure 2 – Annual Utility Costs



3.2 UTILITY RATE REVIEW

The utilities and energy sources for the building reviewed at the County were electric and natural gas usage. *Table 5* lists the utility providers for electricity and natural gas for the Courthouse.

Table 5 – Utility Providers

Facility	Electricity	Natural Gas
Coles County Courthouse	Ameren	Ameren

To determine the cost savings potential for a reduction in energy usage, the incremental cost, or in other words, only the costs that vary due to a change in usage, of the utility was determined and used in the energy savings calculations. Electric and natural gas are based on the utility billing during the January 2021 – December 2021 baseline period. The rates used to calculate savings are summarized in *Table 6*.

Table 6 – Utility Rates Summary

Building	Electricity (\$/kWh)	Natural Gas (\$/therm)
Coles County Courthouse	\$0.0851	\$0.5927

I Investment Grade Audit

3.3 BASELINE ANNUAL ENERGY USAGE

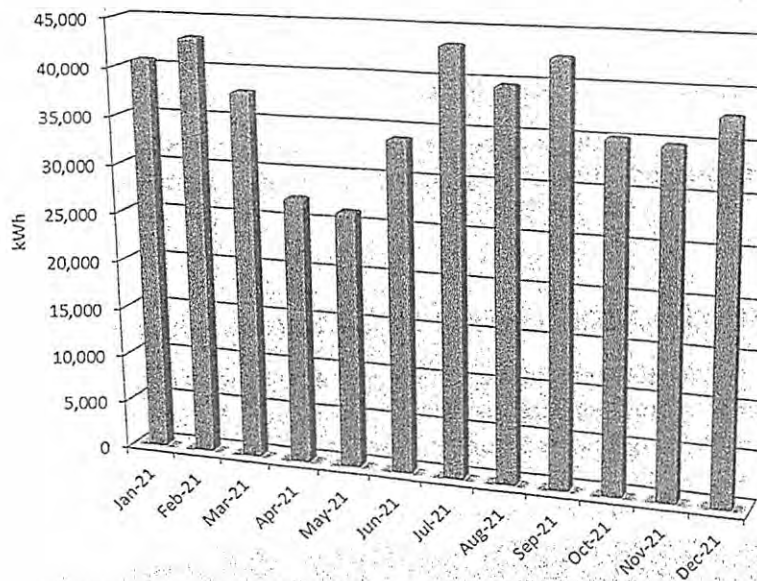
This section summarizes the baseline period energy usage for the Coles County Courthouse. *Table 7* presents a summary of the annual utility consumption by energy source for the baseline period (January 2021 – December 2021). A summary of the baseline period usage and cost data is provided in *Appendix A*.

Table 7 – Baseline Utility Usage Summary

Facility	Electricity Usage (kWh/yr)	Natural Gas Usage (therm/yr)
Coles County Courthouse	443,870	7,862

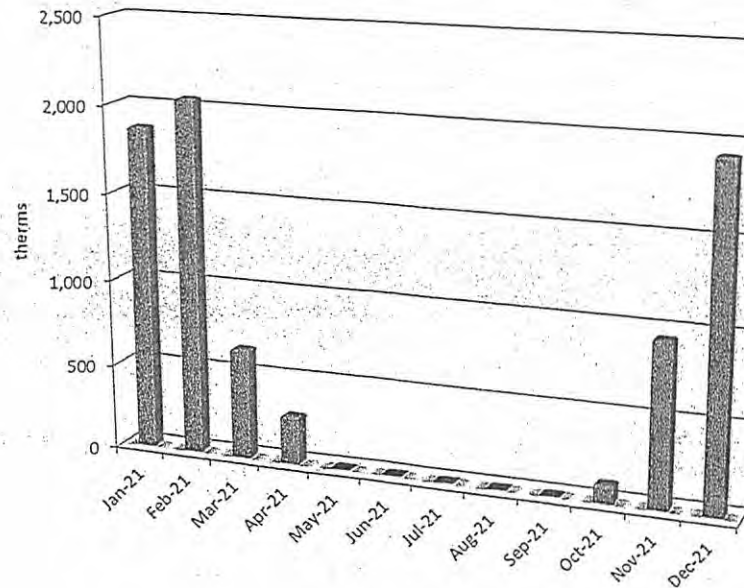
Figures 3 and 4 display the monthly utility usage for electricity and natural gas during the baseline period (January 2021 – December 2021). Annual usage and cost data for energy is provided in *Appendix A* in tabular form.

Figure 3 – Baseline Electricity Usage



I Investment Grade Audit

Figure 4 – Baseline Natural Gas Usage



3.4 RECONCILIATION OF USAGE TO BASELINE

The data used for the energy baseline has been reviewed and no unusual findings were present. The meter readings were based on actual readings during the baseline period (January 2021 – December 2021).

3.5 UTILITY BENCHMARKING – ENERGY UTILIZATION INDEX

The Energy Utilization Index (EUI) provides a summary of a building's energy intensity. Tracking your EUI over time provides insight into the energy usage behavior of your facility. *Table 8* summarizes the total annual energy usage and energy intensity for the baseline period.

Table 8 – Average Energy Intensity Summary

Facility	Square Footage	Annual Energy Usage (kBtu/yr)	EUI (kBtu/ft ²)
Coles County Courthouse	48,000	2,304,127	47.9

Investment Grade Audit

4.0 Facility Improvement Measures (FIMs)

4.1 FIM #1: HISTORIC WINDOW REPLACEMENTS

Annual Cost Savings	Implementation Cost	Incentive/Rebate
\$117,336	\$3,124,611	\$0

OBSERVATION

The Coles County Courthouse was built in 1898 and was added to the National Register of Historic Places in 1978. The current single pane aluminum windows at the Courthouse were installed between 1966 and 1969 and are in poor condition. They have become a source of energy waste for the building via conduction of heat out of the building during heating periods and conduction of heat into the building during cooling periods. The current windows are beyond recommended life expectancy and are visibly deteriorating. Several of the existing windows are chipped or cracked, creating an even larger energy waste and degrading the overall appearance of the building. Not only do these windows create a drafty uncomfortable work environment for the County staff, they also are not period relevant windows and do not match the historic aesthetics of the Courthouse.

RECOMMENDATION

CBS will replace the majority of existing windows at the Historic Courthouse. A total of 384 window openings will have the existing windows replaced. The new windows will have a U-value of 0.30 or less and be gas filled, low-e argon. The new aluminum clad wood windows will be replicas of the original window design and will be approved by the Illinois State Historic Preservation Office.

Work will Include:

- Remove and dispose of existing windows for 384 window openings
- Remove and reinstall any interior window treatments as needed
- Furnish and install new windows and insulate perimeter
- Caulk both interior and exterior of the new windows
- Clean windows following installation
- Instruct Owner's designated operators on the operation and maintenance of the new windows
- CBS will be responsible for all equipment receiving, unloading, and storage
- Interior trim will be repaired as needed with stain matching the existing mill work
- New aluminum clad exterior sills and historically appropriate perimeter aluminum clad trim will be applied, exterior clad finish color will be Ivory
- New windows will meet or exceed U value of 0.30
- New windows will meet or exceed an exterior paint specification of AMMA 2605
- New windows will be low-e/argon filled

I Investment Grade Audit

Work will Exclude:

- Removal of hazardous materials including asbestos and lead and the associated cost is not included in this project and will be completed by others
- Existing ½ Circle Windows on North and South Elevations (2nd Floor) are to remain and not be replaced (~10)

SAVINGS SUMMARY

Savings associated with the window replacements occur as a result of reduced thermal conduction and solar radiation through the new windows. Thermal conduction savings are determined by improving the U value of the windows from a current value of 0.54 (R=1.85) to a post retrofit value of 0.30 (R=3.33). Solar radiation savings are associated with improved solar heat rejection with the new windows. By reducing thermal conduction and radiation through the new windows, the rate of heat transfer is reduced, resulting in energy savings. To estimate energy savings, a spreadsheet model was developed to determine thermal losses and energy savings. The spreadsheet model results are provided in *Appendix B*.

BASELINE USAGE AND COST

The energy baseline for the windows to be replaced is defined in the table below. These are based on the results of the spreadsheet savings model located in *Appendix B*. The baseline electric and natural gas rates in *Table 6* are applied.

Annual Electric Consumption (kWh/yr)	Annual Electric Cost (\$/yr)	Annual Natural Gas Consumption (therm/yr)	Annual Natural Gas Cost (\$/yr)
50,849	\$4,327	3,701	\$2,194

POST RETROFIT ENERGY USE AND COST

The projected energy usage and energy cost for this FIM are shown in the table below.

Annual Electric Consumption (kWh/yr)	Annual Electric Cost (\$/yr)	Annual Natural Gas Consumption (therm/yr)	Annual Natural Gas Cost (\$/yr)
45,764	\$3,895	2,056	\$1,219

The energy savings are the difference between the Baseline and the Post Retrofit Energy Usage and Cost multiplied by a guarantee factor as summarized in the table that follows.

Guaranteed Electric Savings (kWh/yr)	Guaranteed Electric Cost Savings (\$/yr)	Guaranteed Natural Gas Savings (therm/yr)	Guaranteed Natural Gas Cost Savings (\$/yr)
4,831	\$410	1,563	\$926

Investment Grade Audit

5.0 Summary

5.1 FINANCIAL SUMMARY

Centrica Business Solutions will complete improvements valued at \$3,124,611. Year 1 M&V services will be performed at a total cost of \$2,496. *Table 9* provides an overview of the project costs and savings.

Table 9 – Cost and Savings Summary

Project Total Investment	\$3,124,611
Year 1 Electricity Savings	\$410
Year 1 Natural Gas Savings	\$926
Year 1 Repair and Replacement Savings	\$116,000

5.2 PROJECT MANAGEMENT AND SCHEDULE

David Jurek, Project Manager, at Centrica Business Solutions will have the overall responsibility for managing and executing the construction phase of this project. A detailed Work Breakdown Schedule will be provided as part of the Project Management Plan presented during the start of the implementation phase.

I Investment Grade Audit

Appendix A – Baseline Utility Data

Baseline Year (January 2021 – December 2021) Usage Summary by Building

Facility	Electricity Usage (kWh/yr)	Natural Gas Usage (therm/yr)
Coles County Courthouse	443,870	7,862

Baseline Year (January 2021 – December 2021) Monthly Utility Usage Summary

COLES COUNTY COURTHOUSE

Electricity	
Month	kWh
Jan	40,790
Feb	43,191
Mar	37,915
Apr	27,470
May	26,425
Jun	34,036
Jul	43,506
Aug	39,793
Sep	42,706
Oct	35,291
Nov	34,901
Dec	37,846
Total	443,870

Natural Gas	
Month	therm
Jan	1,875
Feb	2,052
Mar	651
Apr	287
May	0
Jun	0
Jul	0
Aug	0
Sep	0
Oct	107
Nov	955
Dec	1,935
Total	7,862

I Investment Grade Audit

Appendix B – FIM Calculations

Table of Contents

FIM Name	Page
FIM 1 – Historic Window Replacements	16

I Investment Grade Audit

FIM #: 1
Title: Historic Window Replacement
Project: Coles County
Site: Courthouse

Description: Replacement of all windows at Courthouse. Building openings on 4th floor and basement are excluded from savings calculation.

SUMMARY	BASIS	PROPOSED	SAVINGS	% SAVINGS
Cooling Load	508,492 MBtu/yr	457,643 MBtu/yr	50,849 MBtu/yr	
Heating Load	347,855 MBtu/yr	193,253 MBtu/yr	154,602	
Cooling Energy	50,849 kWh/yr	45,764 kWh/yr	5,085	10.0%
Cooling Energy Cost	\$4,327/yr	\$3,895/yr	\$432/yr	
Heating Energy, therms/yr	3,701	2,055	1,645	44.4%
Heating Energy Cost	\$2,194/yr	\$1,219/yr	\$975/yr	
Total Energy Cost	\$6,521/yr	\$5,114/yr	\$1,407/yr	21.6%

INPUTS	
Fuel Billing Unit	therm
Fuel Cost per Billing Unit	\$0.9927
Fuel Cost per Therm	\$0.9927
Electric Energy Cost	\$0.0851/kWh
Heating Set Point	68.0°F
Existing Window U Factor	0.54 Btu/(ft ² ·h·°F)
Proposed Window U Factor	0.30 Btu/(ft ² ·h·°F)
Window Solar Radiation Rejection Factor	10%
Cooling Conversion Factor	12 MBtu/h per ton
Heating Btu Conversion Factor	100,000
Heating Btu Conversion Unit	MBtu/therm
Overall Heating System Efficiency	94.0%
Chiller Efficiency	120 kWh/ton

UNITS CHART				
Mcf	1,030,000 Btu/Mcf	MBtu/Mcf	1,030 MBtu/Mcf	10.30 therm/Mcf
ccf	103,000 Btu/ccf	MBtu/ccf	103.0 MBtu/ccf	1.03 therm/ccf
cf	10,300 Btu/cf	MBtu/cf	10.30 MBtu/cf	0.103 therm/cf
therm	100,000 Btu/therm	MBtu/therm	100 MBtu/therm	1 therm
MBtu	1,000 Btu/MBtu	Btu/MBtu	1 MBtu	0.010 therm/MBtu
MMStu	1,000,000 Btu/MMStu	MBtu/MMStu	1,000 MBtu/MMStu	10 therm/MMStu
gal (LP Gas)	91,500 Btu/gal	MBtu/gal	91.5 MBtu/gal	0.9150 therm/gal
gal (Fuel Oil #2)	139,000 Btu/gal	MBtu/gal	139 MBtu/gal	1.3900 therm/gal
lbm (Steam)	975 Btu/lbm	MBtu/lbm	0.975 MBtu/lbm	0.00975 therm/lbm
kWh	3,412 Btu/kWh	MBtu/kWh	3.412 MBtu/kWh	0.03412 therm/kWh

Average Daily Transmitted Solar Radiation for Double Glazing				
U.S. Weather Station City	Springfield, IL	Springfield, IL	Springfield, IL	Springfield, IL
Month	East	South	West	North
January	310 Btu/ft ² /day	808 Btu/ft ² /day	310 Btu/ft ² /day	140 Btu/ft ² /day
February	410 Btu/ft ² /day	830 Btu/ft ² /day	410 Btu/ft ² /day	190 Btu/ft ² /day
March	510 Btu/ft ² /day	720 Btu/ft ² /day	500 Btu/ft ² /day	250 Btu/ft ² /day
April	660 Btu/ft ² /day	640 Btu/ft ² /day	650 Btu/ft ² /day	300 Btu/ft ² /day
May	770 Btu/ft ² /day	530 Btu/ft ² /day	750 Btu/ft ² /day	360 Btu/ft ² /day
June	820 Btu/ft ² /day	490 Btu/ft ² /day	840 Btu/ft ² /day	410 Btu/ft ² /day
July	810 Btu/ft ² /day	540 Btu/ft ² /day	820 Btu/ft ² /day	390 Btu/ft ² /day
August	740 Btu/ft ² /day	620 Btu/ft ² /day	760 Btu/ft ² /day	320 Btu/ft ² /day
September	630 Btu/ft ² /day	770 Btu/ft ² /day	630 Btu/ft ² /day	260 Btu/ft ² /day
October	490 Btu/ft ² /day	890 Btu/ft ² /day	490 Btu/ft ² /day	200 Btu/ft ² /day
November	310 Btu/ft ² /day	740 Btu/ft ² /day	330 Btu/ft ² /day	150 Btu/ft ² /day
December	250 Btu/ft ² /day	660 Btu/ft ² /day	250 Btu/ft ² /day	120 Btu/ft ² /day

Investment Grade Audit

East Facing Windows			
Floor Location	Quantity	Window RO Size	Total Window Area
1	6	29.23 ft	233.83 ft ²
1	6	15.25 ft	122.00 ft ²
1	6	11.50 ft	92.00 ft ²
1	6	6.00 ft	48.00 ft ²
2	2	34.98 ft	69.96 ft ²
2	2	12.47 ft	24.33 ft ²
2	8	11.50 ft	92.00 ft ²
2	6	4.00 ft	32.00 ft ²
2	6	29.23 ft	233.83 ft ²
2	6	10.17 ft	81.33 ft ²
2	8	10.17 ft	81.33 ft ²
3	6	12.75 ft	76.50 ft ²
3	6	4.01 ft	24.08 ft ²
3	3	16.50 ft	49.50 ft ²
3	3	6.72 ft	20.17 ft ²
3	2	10.167 ft	21.33 ft ²
3	8	16.44 ft	131.56 ft ²
			0.00 ft ²
EAST FACING SUBTOTALS	96		1,352.43 ft²
South Facing Windows			
Floor Location	Quantity	Window RO Size	Total Window Area
1	4	29.23 ft	116.92 ft ²
1	2	15.25 ft	61.00 ft ²
1	2	21.56 ft	43.12 ft ²
1	12	11.25 ft	22.50 ft ²
1	3	34.98 ft	104.94 ft ²
1	1	18.25 ft	18.25 ft ²
1	2	20.60 ft	41.20 ft ²
1	2	10.75 ft	21.50 ft ²
2	4	29.23 ft	116.92 ft ²
2	5	10.17 ft	50.85 ft ²
2	1	20.60 ft	20.60 ft ²
2	1	7.17 ft	7.17 ft ²
2	1	5.33 ft	5.33 ft ²
2	5	44.56 ft	222.81 ft ²
2	5	23.25 ft	116.25 ft ²
3	6	12.75 ft	76.50 ft ²
3	6	4.01 ft	24.08 ft ²
3	14	20.56 ft	20.56 ft ²
3	1	19.79 ft	19.79 ft ²
			0.00 ft ²
SOUTH FACING SUBTOTALS	56		1,110.29 ft²
West Facing Windows			
Floor Location	Quantity	Window RO Size	Total Window Area
1	6	29.23 ft	233.83 ft ²
1	6	15.25 ft	122.00 ft ²
1	6	11.50 ft	92.00 ft ²
1	6	6.00 ft	48.00 ft ²
2	2	34.98 ft	69.96 ft ²
2	2	12.47 ft	24.33 ft ²
2	8	11.50 ft	92.00 ft ²
2	6	4.00 ft	32.00 ft ²
2	6	29.23 ft	233.83 ft ²
2	6	10.17 ft	81.33 ft ²
3	6	12.75 ft	76.50 ft ²
3	6	4.01 ft	24.08 ft ²
3	3	16.50 ft	49.50 ft ²
3	3	6.72 ft	20.17 ft ²
3	2	10.167 ft	21.33 ft ²
3	8	16.44 ft	131.56 ft ²
			0.00 ft ²
WEST FACING SUBTOTALS	96		1,352.43 ft²

I Investment Grade Audit

North Facing Windows				
Floor Location	Quantity	Window RO Size	Total Window Area	
1	4	29.23 ft ²	116.92 ft ²	
1	4	19.25 ft ²	77.00 ft ²	
1	2	21.53 ft ²	43.12 ft ²	
1	2	14.25 ft ²	28.50 ft ²	
1	3	34.88 ft ²	104.64 ft ²	
1	1	18.25 ft ²	18.25 ft ²	
1	2	20.60 ft ²	41.20 ft ²	
1	2	10.75 ft ²	21.50 ft ²	
2	4	29.23 ft ²	116.92 ft ²	
2	5	10.17 ft ²	50.85 ft ²	
2	1	20.60 ft ²	20.60 ft ²	
2	1	7.17 ft ²	7.17 ft ²	
2	1	5.33 ft ²	5.33 ft ²	
2	5	44.58 ft ²	222.91 ft ²	
2	5	23.25 ft ²	116.25 ft ²	
2	0	11.25 ft ²	78.50 ft ²	
3	0	5.07 ft ²	24.08 ft ²	
3	1	20.56 ft ²	20.56 ft ²	
3	1	19.78 ft ²	19.78 ft ²	
NORTH FACING SUBTOTALS			56	1,110.29 ft ²
TOTALS			304	4,927.44 ft ²

FORMULAS

Baseline Monthly Cooling Load (MBtu/month) = Total Window Area (ft²) × Average Daily Transmitted Solar Radiation (Btu/ft²/day) × Number of Cooling Days (per month) ÷ 1,000 Btu/MBtu
 Proposed Monthly Cooling Load (MBtu/month) = [1 - Solar Radiation Rejection Factor (W)] × Total Window Area (ft²) × Average Daily Transmitted Solar Radiation (Btu/ft²/day) × Number of Cooling Days (per month) ÷ 1,000 Btu/MBtu

Baseline Window Heat Loss (MBtu/yr) = Total Window Area (ft²) × Baseline Window U-Value (Btu/h-ft²-°F) × [Inside Air Temperature (°F) - Outside Air Temperature (°F)] × Hours in Bin ÷ 1,000 Btu/MBtu
 Proposed Window Heat Loss (MBtu/yr) = Total Window Area (ft²) × Proposed Window U-Value (Btu/h-ft²-°F) × [Inside Air Temperature (°F) - Outside Air Temperature (°F)] × Hours in Bin ÷ 1,000 Btu/MBtu

Baseline Cooling Energy = (Baseline Cooling Load ÷ Chiller Efficiency) ÷ Cooling Conversion Factor
 Proposed Cooling Energy = (Proposed Cooling Load ÷ Chiller Efficiency) ÷ Cooling Conversion Factor
 Baseline Heating Energy = Baseline Window Heat Loss ÷ (Overall Heating System Efficiency × Heating Btu Conversion Factor)
 Proposed Heating Energy = Proposed Window Heat Loss ÷ (Overall Heating System Efficiency × Heating Btu Conversion Factor)

SAMPLE CALCULATIONS

Sample Cooling Calculations for July - East Face:
 Baseline Cooling Load for July - East Face = 1352.43 ft² East Face Window Area × 810 Btu/ft²/day Average Daily Transmitted Solar Radiation for July × 31 Cooling Days in July ÷ 1,000 Btu/MBtu = 33952.5 MBtu
 Proposed Cooling Load for July - East Face = [1 - 10% Window Film Solar Radiation Rejection Factor] × 1352.43 ft² East Face Window Area × 810 Btu/ft²/day Average Daily Transmitted Solar Radiation for July × 31 Cooling Days in July ÷ 1,000 Btu/MBtu = 30283.8 MBtu

Sample Heating Calculations for 32.5°F Bin:
 Baseline Window Heat Loss for 32.5°F Bin = 4925.44 ft² Total Window Area (All Faces) × 0.54 Btu/h-ft²-°F Baseline Window U-Value × [68°F Heating Set Point - 32.5°F Outside Air] × 530 h/yr ÷ 1,000 Btu/MBtu = 50042.0 MBtu/yr
 Proposed Window Heat Loss for 32.5°F Bin = 4925.44 ft² Total Window Area (All Faces) × 0.3 Btu/h-ft²-°F Proposed Window U-Value × [68°F Heating Set Point - 32.5°F Outside Air] × 530 h/yr ÷ 1,000 Btu/MBtu = 27801.8 MBtu/yr

TOTALS FOR ALL MONTHS AND BINS
 Baseline Cooling Energy = (505491.8 MBtu/yr Baseline Cooling Load × 1.2 kW/ton Chiller Efficiency) ÷ 12 MBtu/h per ton = 50840 kWh/yr
 Proposed Cooling Energy = (457842.7 MBtu/yr Proposed Cooling Load × 1.2 kW/ton Chiller Efficiency) ÷ 12 MBtu/h per ton = 45784 kWh/yr
 Baseline Heating Energy = 247854.9 MBtu/yr Baseline Window Heat Loss ÷ (84% Heating System Efficiency × 100 MBtu/therm) = 3701 therms/yr
 Proposed Heating Energy = 182252.7 MBtu/yr Proposed Window Heat Loss ÷ (84% Heating System Efficiency × 100 MBtu/therm) = 2056 therms/yr

Month	Number of Cooling Days	Baseline Cooling Load Calculations				TOTAL
		East	South	West	North	
January	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
February	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
March	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
April	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
May	31 days	32,282.5 MBtu	18,242.0 MBtu	31,444.0 MBtu	12,390.8 MBtu	94,359.4 MBtu
June	30 days	39,289.8 MBtu	28,321.2 MBtu	32,864.1 MBtu	13,058.5 MBtu	66,111.6 MBtu
July	31 days	33,852.5 MBtu	17,553.7 MBtu	34,378.5 MBtu	13,423.4 MBtu	69,315.4 MBtu
August	31 days	31,024.8 MBtu	21,339.7 MBtu	31,853.3 MBtu	11,014.1 MBtu	65,241.8 MBtu
September	30 days	25,580.2 MBtu	25,847.7 MBtu	25,500.2 MBtu	8,660.2 MBtu	65,426.8 MBtu
October	15 days	9,840.4 MBtu	14,522.3 MBtu	8,948.4 MBtu	3,330.8 MBtu	35,033.2 MBtu
November	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
December	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
TOTALS	188 days/yr	166,037.9 MBtu/yr	113,926.7 MBtu/yr	166,051.4 MBtu/yr	62,475.9 MBtu/yr	508,491.9 MBtu/yr

I Investment Grade Audit

Proposed Cooling Load Calculations						
Month	Number of Cooling Days	Monthly Cooling Load				Total
		East	South	West	North	
January	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
February	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
March	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
April	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
May	31 days	29,054.3 MBtu	19,417.8 MBtu	29,229.8 MBtu	11,151.7 MBtu	87,853.6 MBtu
June	30 days	29,042.3 MBtu	14,889.1 MBtu	29,577.7 MBtu	12,220.9 MBtu	85,730.0 MBtu
July	31 days	30,563.8 MBtu	15,798.3 MBtu	30,840.9 MBtu	12,031.0 MBtu	89,234.0 MBtu
August	31 days	27,922.3 MBtu	19,205.3 MBtu	26,076.9 MBtu	9,812.7 MBtu	82,817.2 MBtu
September	30 days	23,004.9 MBtu	23,082.9 MBtu	23,004.9 MBtu	7,794.2 MBtu	76,886.9 MBtu
October	15 days	8,948.3 MBtu	13,340.1 MBtu	5,948.3 MBtu	2,997.9 MBtu	34,230.5 MBtu
November	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
December	0 days	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu	0.0 MBtu
TOTALS	168 days/yr	149,434.1 MBtu/yr	162,534.0 MBtu/yr	149,446.3 MBtu/yr	56,228.3 MBtu/yr	457,642.7 MBtu/yr

Heating Load Calculations			
DA Bin Avg Temperature	Total Heating Hours in Bin	Baseline Window Heat Loss	Proposed Window Heat Loss
77.5°F		0.0 MBtu	0.0 MBtu
72.5°F		0.0 MBtu	0.0 MBtu
67.5°F		0.0 MBtu	0.0 MBtu
62.5°F		0.0 MBtu	0.0 MBtu
57.5°F		0.0 MBtu	0.0 MBtu
52.5°F		0.0 MBtu	0.0 MBtu
47.5°F	413h	22,518.7 MBtu	12,510.4 MBtu
42.5°F	665h	37,841.9 MBtu	20,912.2 MBtu
37.5°F	822h	50,457.9 MBtu	28,032.1 MBtu
32.5°F	530h	50,042.8 MBtu	27,801.6 MBtu
27.5°F	478h	51,489.8 MBtu	28,805.5 MBtu
22.5°F	354h	42,840.4 MBtu	23,800.2 MBtu
17.5°F	252h	33,847.3 MBtu	18,804.3 MBtu
12.5°F	174h	25,665.1 MBtu	14,289.5 MBtu
7.5°F	122h	14,804.1 MBtu	8,224.5 MBtu
2.5°F	44h	7,855.4 MBtu	4,255.5 MBtu
-2.5°F	44h	8,250.5 MBtu	4,533.5 MBtu
-7.5°F	13h	2,610.5 MBtu	1,450.3 MBtu
-12.5°F	0h	0.0 MBtu	0.0 MBtu
TOTALS	3,571 h/yr	347,854.9 MBtu/yr	193,252.7 MBtu/yr

I Investment Grade Audit

EXHIBIT B
Certificate of Substantial Completion

Project Name: _____
Date of Substantial Completion: _____
Customer Name: _____
Project Address: _____

This Certificate of Substantial Completion applies to all Work under the Contract dated _____ and any Change Order or other documents subsequently executed in relation to the Contract.

The Work to which this Certificate applies has been inspected by authorized representatives of Owner and Contractor and is hereby declared substantially complete in accordance with Contract documents.

CBS: _____	Customer: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

State of Illinois)
)ss.
County of Coles)

RESOLUTION FOR EXTENSION OF THE
AUDIT OF THE CIRCUIT CLERK

WHEREAS, Illinois Compiled Statutes requires an audit of the Circuit Clerk within six (6) months of year end; and

WHEREAS, the Circuit Clerk's fiscal year end is November 30, 2022 and the audit is due May 31, 2022; and

WHEREAS, the audit fieldwork is scheduled after that date; and

WHEREAS, a six month extension may be granted by the County Board.

NOW, THEREFORE BE IT RESOLVED that the County Board of Coles County, Illinois grant a six month extension of time to file the annual audit of the Circuit Clerk.

DATED this ___ day of _____, 2022.

ATTEST:

_____ Clerk

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent mobile home taxes;

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described mobile home:

VIN: ZD110218
1984 DUKE 980 SqFt
MH PARK: LONG

PERMANENT PARCEL NUMBER: 02-C-LONG-00041

As described in certificate(s): 201790002 sold on October 25, 2018

Commonly known as: 530 REYNOLDS DRIVE LOT #41

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, BSREP II MH Bayshore Herritage LLC, For Dustin Comstock, has paid \$1,580.30 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$866.50 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$69.02 to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$866.50 to be paid to the Treasurer of Coles County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____;

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SURRENDER

04-22-001

COLES COUNTY, ILLINOIS
AN ORDINANCE ESTABLISHING SALARIES OF ELECTED OFFICIALS COUNTY
CLERK AND RECORDER, COUNTY TREASURER, COUNTY SHERIFF, AND
CLERK OF THE CIRCUIT CLERK

WHEREAS, the Coles County Board is statutorily required to determine the amount of compensation for the offices of County Clerk and Recorder and County Treasurer (55 ILCS 5/4-6001) and County Sheriff (55 ILCS 5/4-6003), and may not reduce or otherwise impair the compensation payable from county funds to a county officer if the reduction or impairment is the result of the county officer receiving an award or stipend payable from State funds, and;

WHEREAS, the Coles County Board is required per 50 ILCS 145/2 to fix the compensation of certain elected County officials including the County Clerk and Recorder, County Treasurer, and County Sheriff at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed, and to list separately, each stipend an elected officer is expected to receive in addition to the compensation to be paid by the county, and;

WHEREAS, the Coles County Board is allowed per 55 ILCS 5/3-6037 to provide an annual salary to the County Sheriff for the role of Supervisor of Safety that is separate from the salary that is fixed by 55 ILCS 5/4-6003. This annual salary was originally set at \$2,500 per year.

WHEREAS, the Coles County Board is required to fix the salary for each year of the 4-year term of the elected officials listed above, and;

WHEREAS, the Coles County Board historically fixes the compensation of the Clerk of the Circuit Court, as allowed in Attorney General Opinion number S-864, at the same time as the County Clerk and Recorder, County Treasurer, County Sheriff, and;

WHEREAS, the Coles County Board historically provides health insurance benefits for the County Clerk and Recorder, County Treasurer, Clerk of the Circuit Court, and County Sheriff equal to that of represented and non-represented full-time employees, and;

WHEREAS, the Coles County Board must balance its duty to fairly and adequately compensate all elected officials including the County Clerk and Recorder, County Treasurer, County Sheriff, and the Clerk of the Circuit Court with its duty to protect the public's tax dollars and provide County services effectively and efficiently, and:

WHEREAS, the FY2022 salary of the County Clerk and Recorder is \$67,100 the County Treasurer is \$67,100 the Clerk of the Circuit Court is \$67,100 and;

WHEREAS, the FY2022 salary of the County Sheriff is \$75,970 and the additional salary for Supervisor of Safety is \$2,500 and;

WHEREAS, the Coles County Board wishes to increase the annual salary of the County Clerk and Recorder, County Treasurer, the Clerk of the Circuit Court, by 4% for FY2023 and would remain the same for 3 years beginning FY2024, FY2025, and ending FY2026.

WHEREAS, the Coles County Board wishes to increase the annual salary of the County Sheriff by 4% for FY2023 and 1% each year, and would remain the same for 3 years beginning FY2024, FY2025, and ending FY2026, and;

WHEREAS, the Coles County Board wishes to provide health insurance benefits for the County Clerk and Recorder, County Treasurer, Clerk of the Circuit Court, and County Sheriff equal to that of represented and non-represented full-time employees.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, THAT:

Section 1: The salaries for the elected official positions of County Clerk and Recorder, County Treasurer, and the Clerk of the Circuit Court shall be set as follows:

- A. The salary for FY2023 is \$69,784 effective December 1, 2022;
- B. The salary for FY2024 is \$69,784 effective December 1, 2023;
- C. The salary for FY2025 is \$69,784 effective December 1, 2024;
- D. The salary for FY2026 is \$69,784 effective December 1, 2025.

Section 2: The expected stipend amounts for the elected official positions of County Clerk and Recorder, County Treasurer, and the Clerk of the Circuit Court are as follows:

- A. The stipend for the County Clerk and Recorder as set by 55 ILCS 5/4-6001 is \$6,500 per year;
- B. The stipend for the County Treasurer as set by 55 ILCS 5/3-10007 is \$6,500 per year;
- C. The stipend for the Clerk of the Circuit Court as set by 705 ILCS 105/27.3 is \$6,500 per year.

Section 3: The salary for the elected official position of County Sheriff shall be set as follows:

- A. The salary for FY2023 is \$79,008 effective December 1, 2022;
- B. The salary for FY2024 is \$79,008 effective December 1, 2023;
- C. The salary for FY2025 is \$79,008 effective December 1, 2024;
- D. The salary for FY2026 is \$79,008 effective December 1, 2025.

Section 4: The expected stipend and additional salary amounts for the elected official position of County Sheriff is as follows:

A. The stipend for the County Sheriff as set by 55 ILCS 5/4-6003 is \$6,500 per year;

The additional salary for Supervisor of Safety as allowed by 55 ILCS 5/3-6037 is set at \$2,500 per year.

Section 5: Health insurance benefits will be provided to the County Clerk and Recorder, County Treasurer, Clerk of the Circuit Court, and County Sheriff equal to that of represented and non-represented full-time employees.

PRESENTED, PASSED, APPROVED AND ADOPTED by the Coles County Board on this 10th day of May, 2022.

Brandon Bell, Chairperson
Coles County Board

Julie Coe
Coles County Clerk

Ayes: _____

Nays: _____

Absent: _____

Abstained: _____

RESOLUTION RE: COUNTY OFFICERS SALARY

WHEREAS, the Coles County Board is required pursuant to P. A. 89-0405 to fix the salaries of various Coles County Officials 180 days before the term of office begins; and

WHEREAS, this salary will be included in the appropriation of the Coles County Budget.

NOW, THEREFORE BE IT RESOLVED that the Coles County Board set the annual salary for the County Officials as follows:

County Board Members

2022 - 2032 \$ 4,800 annual salary

BE IT FURTHER RESOLVED that the Coles County Board set the annual salary for the County Board Chairman, in addition to the above stated annual salary, as follows:

County Board Chairman

2022 - 2032 \$ 1,200 annual salary

That the compensation to be paid to the County Board members shall be computed on an annual basis. Said compensation to include mileage and expenses. Said compensation shall include optional health insurance pursuant to 55 ILCS 5/5-1069 *et. seq.*.

DATED this ___ day of _____, 20__.

ATTEST:

_____ Clerk

State Of Illinois)
)SS
County Of Coles)

Resolution to use ARPA Funds

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Coles County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Coles County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Coles County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“a broad range of government services, programs, and projects outside of typical eligible used of recovery funds under the final rule”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE BE IT RESOLVED, by the County Board of Coles County, Illinois shall make American Rescue Plan Act, State and Local Fiscal Recovery funds available and shall authorize the Coles County Treasurer to properly record such distribution and assign the same as budget.

An amount not to exceed \$135,000.00 shall be made available for _____ Premium Pay to General Fund Employees from the Coles County Finance Committee.

DATED THIS 10th day of May, 2022

ATTEST:

County Clerk & Recorder

County Board Chairman



Equipment Maintenance Renewal Agreement

COPY SYSTEMS, INC.

"where service is more than a promise"

Corporate Office
2860 Stanton Avenue
Springfield, IL 62703
(217) 529-6697
www.wattscopy.com

Deliver To:
Coles County
651 Jackson Avenue
Charleston, IL 61920

Bill To:
Coles County
651 Jackson Avenue
Charleston, IL 61920

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

Date: 04/20/2022

CUSTOMER NO.

CUSTOMER P.O. NO.

REPRESENTATIVE

Kaleb Guymon /ams

ORDERED	PRODUCT NO.	DESCRIPTION	UNIT PRICE	AMOUNT
---------	-------------	-------------	------------	--------

See Attached Schedule A

CONTRACT TYPE: Cost Per Copy/Print/Fax Maintenance Agreement

CONTRACT COVERAGE: Includes all service, parts, labor, mileage, drums, fuser rollers, black/color toner, black/color developer and preventative maintenance.

BEGINNING DATE: 09/25/2022

ENDING DATE: 12 Months from 09/25/2022

Program includes:

All b/w images billed monthly at \$.0059 each

All color images billed monthly at \$.054 each.

Convert to ownership of Coles County at lease end.

Meter readings will be received remotely from machine or submitted by customer to Watts Corporate Office by email or our website.

This contract does not cover damage due to operator error, power surge, lightening, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply.

MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS, AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGES FOR REINSTATEMENT AFTER CANCELLATION.

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

SIGNATURE – ACCEPTED BY WATTS COPY SYSTEMS, INC.

TITLE

DATE

PRINT NAME

Decision Maker:	Phone:	Email:
Accounting:	Phone:	Email:
Key Op:	Phone:	Email:
IT Contact: Noah Spence	Phone: 217-348-0521 5421	Email: nspence@co.coles.il.us

1. **Maintenance Services** During the term hereof Dealer will repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Agreement do not include the following:
 - a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
 - b) Repairs made necessary by service performed by persons other than Dealer.
 - c) Additional service calls or work which the Customer requests to be performed outside regular business hours.
 - d) Shop repair, reconditioning, rebuilding, overhaul or modification of the Equipment.
 - e) Provision or replacement of consumable supplies such as paper, masters, developer or toner.
2. **Performance of Maintenance Services** Maintenance services as described in paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located indicated on the face hereof Monday through Friday except holidays during the hours of 9:00 a.m. to 5:00 p.m. Preventative maintenance for the Equipment will be provided determined by Dealer. Remedial maintenance will be provided after notification by Customer that the Equipment is inoperative.
3. **Payment Terms** Payment of the maintenance fee is due in full upon execution and acceptance of this Agreement by Dealer. If the maintenance fee remains unpaid after 30 days, the maintenance fee becomes delinquent. You agree to pay a late charge of 10% of any payment which is delinquent or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons.
4. **Customer Obligation** Customer agrees to provide a suitable place for use (including suitable electric service and a EMI/RFI/Surge/Modem/Network Protection) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the Equipment as described in paragraph 1 hereof. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no extra charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.
5. **Default** You will be in default under this Agreement if you (a) fail to pay the maintenance fee in full within 30 days of the execution and acceptance of this Agreement by Dealer or make any other payment when due under this Agreement; (b) fail to make payment when due on any other indebtedness you owe to us arising independently of this Agreement; (c) fail to perform or observe any term or condition contained in this Agreement, or any other instrument or document executed in connection with this Agreement; or (d) become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, Dealer shall have the right to exercise concurrently or separately, and without any election or remedies to be deemed made, the following remedies: to sue for and recover from you all amounts due and owing with or without terminating this Agreement; to terminate this Agreement and sue for and recover from you the actual cost at prevailing rates for labor, parts and supplies provided to you under this Agreement from the effective date of this Agreement through the date of termination; and to pursue any other remedy at law or in equity.
6. **Charges** The maintenance charges hereunder will be payable by the Customer in advance in respect of the term of this Agreement. The transfer of Equipment from the location indicated on the face hereof to any location not within an established service area will be charged at prevailing rates. Taxes (other than taxes measured by income) with respect to maintenance services including the supply of parts hereunder will be the responsibility of Customer.
7. **Attorneys' Fees and Costs** You shall pay Dealer all costs and expenses, including reasonable attorneys' fees, incurred by Dealer in exercising any of its rights or remedies hereunder or enforcing any terms, conditions or provisions hereof.
8. **Limitations and Liability** Dealer makes no warranties, express implied, as to any matter whatsoever, including without limitation, the condition of the equipment, parts and services provided under this Agreement and Customer hereby expressly disclaims any express or implied warranties with respect thereto, including without limitation, any implied warranties of merchantability, or fitness for a particular purpose. In no event shall Dealer be liable to Customer for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused. Dealer shall not be liable for non-performance caused by circumstances beyond its control including but not limited to, work stoppages, fire, civil disobedience, war, terrorism, riots and acts of God. Customer agrees that Dealer's total liability to Customer for damages suffered in connection with, or arising out of, this Agreement, regardless of whether any such liability is based upon contract, tort or other basis, shall be limited to an amount not to exceed the maintenance fee owed under this Agreement for a twelve month period.
9. **Termination and Reinstatement** This Agreement may be terminated by Dealer at any time upon 30 days written notice to Customer, unless it is terminated by Dealer because Customer is in default, in which case it may be terminated immediately by written notice. If this Agreement is terminated by Dealer because Customer is in default for failing to pay the maintenance fee, Customer may reinstate this Agreement if within 30 days of termination, Customer pays Dealer the maintenance fee in full plus any late charges and a reinstatement fee of \$25.00.
10. **Assignment** This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.
11. **Term** This Agreement shall become effective as of the effective date indicated on the face hereof upon acceptance by Dealer and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof (the "initial term"). The Agreement shall automatically renew at the expiration of the initial term for a like term (the "renewal term") and automatically renew thereafter for additional like terms at the expiration of each renewal term at the prevailing rates for the maintenance charges at the time of such renewal, unless you notify Dealer in writing at least 30 days prior to the end of the initial term or any renewal term that you do not want to renew the Agreement.
12. **Waiver** Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.
13. **Freight/Fuel/Handling charge** will apply.
14. **Governing Law and Venue** This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.
15. **Indemnity and Hold Harmless** To the fullest extent permitted by law, the Customer shall and agrees to indemnify Dealer against, and hold Dealer harmless from, any claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort, and strict liability) and any and all costs and expenses in connection therewith, including reasonable attorney's fees and costs, arising out of, connected with, the maintenance, repair, inspection, use, operation and possession of the equipment by Customer. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the maintenance, repair, use, operation, possession, control, handling, or transportation of the equipment during the term of this Agreement.
16. **Severability** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
17. **Entire Agreement** The foregoing terms and conditions and those contained in prevailing price lists described herein constitute the entire agreement between Customer and Dealer with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no premises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

This contract does not cover damage due to operator error, power surges, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply. This contract is null and void unless paid within 30 days.

Coles County Research - SCHEDULE A
 651 Jackson Avenue
 Charleston, IL 61920

Equip ID	Location	Model & Accessories
R7481	Circuit Clerk Room 128	TA-5002i DP-7110 270 Sheet Dual Scan Feeder DF-7120 1,000 Sheet Finisher with Stapling AK-7100 Bridge Kit PH-7A Hole Punch PF-7100 2 x 500 Sheet Paper Drawers Fax System 1503RK2USO
R7483	Traffic Room 248	TA-3011i DP-7100 140 Sheet Reversing Feeder DF-7120 1,000 Sheet Finisher with Stapling AK-740 Bridge Kit 855D2006556 Stand
R7479	States Attorney (Front) Suite 309	TA-3252ci DP-7110 270 Sheet Dual Scan Feeder DF-7120 1,000 Sheet Finisher AK-7100 Bridge Kit PH-7A Hole Punch Fax System 1503RK2USO PF-7100 2 x 500 Sheet Paper Drawers
R7478	States Attorney (Back) Suite 309	TA-3252ci DP-7110 270 Sheet Dual Scan Feeder DF-7120 1,000 Sheet Finisher AK-7100 Bridge Kit PH-7A Hole Punch Fax System 1503RK2USO PF-7100 2 x 500 Sheet Paper Drawers
R7477	Highway Suite 309	TA-3252ci DP-7100 140 Sheet Reversing Feeder DF-7120 1,000 Sheet Finisher AK-7100 Bridge Kit PH-7A Hole Punch Fax System 1503RK2USO PF-7100 2 x 500 Sheet Paper Drawers
R7484	Treasurer Suite 309	TA-3252ci DP-7100 140 Sheet Reversing Feeder DF-7120 1,000 Sheet Finisher AK-7100 Bridge Kit Fax System 1503RK2USO PF-7100 2 x 500 Sheet Paper Drawers
R7474	Regional Planning Suite 309	TA-4052ci DP-7110 270 Sheet Dual Scan Feeder DF-7120 1,000 Sheet Finisher AK-7100 Bridge Kit PH-7A Hole Punch Fax System 1503RK2USO PF-7100 2 x 500 Sheet Paper Drawers
R7475	Probation Room 318	TA-4052ci DP-7100 DF-7120 1,000 Sheet Finisher AK-7100 Bridge Kit PH-7A Hole Punch Fax System 1503RK2USO PF-7100 2 x 500 Sheet Paper Drawers
W3956	County Board Office	M3540idn
R7476	Assessments Room 133	TA-3252ci DP-7100 140 Sheet Reversing Feeder DF-7100 Internal Finisher PH-7100 Hole Punch Fax System 1503RK2USO PF-7100 2 x 500 Sheet Paper Drawers
R7482	Coles County	TA-3252ci