

VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 21-09

AN ORDINANCE TO AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO A
LOW INCOME ENERGY ASSISTANCE PROGRAM VENDER AGREEMENT WITH
LIHEAP LOCAL ADMINISTERING AGENCY, ST. CLAIR COUNTY CAA

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 6th DAY OF JULY, 2021

Published in pamphlet form by
authority of the Village Board
of Trustees of the Village of
Dupo, St. Clair County, Illinois,
this 6th day of July, 2021.

**AN ORDINANCE TO AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO A
LOW INCOME ENERGY ASSISTANCE PROGRAM VENDOR AGREEMENT WITH
LIHEAP LOCAL ADMINISTERING AGENCY, ST. CLAIR COUNTY CAA**

WHEREAS, the Village of Dupu, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupu, Illinois at the Dupu Village Hall, 107 N. Second Street, on July 6, 2021 at 7:00 pm, before the Village Board of Dupu, and such meeting was held in accordance with the Governor's Executive Orders pertaining to the COVID-19 pandemic and pursuant to 5 ILCS 120/7(e)(4), and such allowed for in person and remote attendance by the public and the Village Board; and

WHEREAS, under the Energy Assistance Act (305 ILCS 20) and implementing administrative rules (47 Ill. Adm. Code 100), the Illinois Department of Commerce and Economic ("Department") is authorized to administer a program to ensure the availability and affordability of heating and electric service to eligible low income customers, namely the Low Income Home Energy Assistance Program ("LIHEAP"). *See* 305 ILCS 20/4; and

WHEREAS, in accordance with its power and duties, the Department is authorized to award grants to designated Local Administering Agencies ("LAA") to administer the LIHEAP throughout Illinois (20 ILCS 605/605-30) and (305 ILCS 20/1 *et seq.*). Through an executed grant agreement between the Department and the LAA, the LAA is required to establish procedures to notify each participating customer of the amount of assistance paid on their behalf and to enter into a written agreement with the Vendor or Utility Company outlining the terms and conditions for the Vendor's acceptance of payment for the supply of energy services; and

WHEREAS, the Utility Company means any utility, municipal utility, cooperative utility, or any other corporation or individual which provides winter energy services (305 ILCS 20/3(c)); and

WHEREAS, the Department requires Utility Company to enter into this Agreement with the LAA before energy assistance payments will be made directly to the Utility Company from an LAA for the benefit or on behalf of eligible customers authorized to receive heating and electric assistance under the LIHEAP. 47 Ill. Adm. Code 100.230(b)(2); and

WHEREAS, the Corporate Authorities of the Village of Dupu, Illinois have, after review of the 2022 Non-Regulated Vendor Agreement (**Exhibit A**), determined that entering into an agreement with St. Clair County CAA, pursuant to the terms and conditions contained in **Exhibit A**, to be in the best interests of the Village and its citizens; and

WHEREAS, it is necessary that the Program Agreement (**Exhibit A**) for the Low Income Home Energy Assistance Program be entered into by the Village of Dupo, Illinois and signed by the Village's current Mayor, and

WHEREAS, the Corporate Authorities of the Village of Dupo, Illinois hereby find that it is necessary, advisable, and in the best interests of the Village and its citizens to authorize the entering into of the Program Agreement (**Exhibit A**) by the Mayor of the Village of Dupo, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

Section One: That the recitals set forth above in the preamble of this Ordinance are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.

Section Two: That the Village of Dupo, Illinois is authorized to enter into the 2022 Non-Regulated Vendor Agreement between the Village and St. Clair County CAA (LIHEAP Local Administering Agency) in that form contained in **Exhibit A** attached hereto.

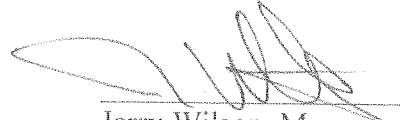
Section Three: That the Mayor of the Village of Dupo, Illinois, on behalf of the Village, and the Village Clerk to seal, if necessary, shall execute The Non-Regulated Vendor Agreement (**Exhibit A**) and such other documents necessary for the entering into said Agreement.

Section Four: That the Mayor and Village Clerk of the Village of Dupo, Illinois are authorized to provide any such additional information and take such additional action as may be required to accomplish the Agreement.

PASSED this 6th day of July, 2021 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

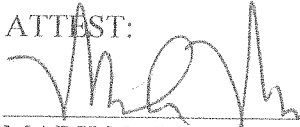
<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Joe Basinski	X	_____	_____	_____
Ron Dell	X	_____	_____	_____
Kerry Foster	X	_____	_____	_____
Dawn Keys	X	_____	_____	_____
Ken Phillips	X	_____	_____	_____
Tammy Taylor	X	_____	_____	_____

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 6th day of July, 2021.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:



MARK NADLER, VILLAGE CLERK

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois.

I further certify that on the 6th day of July, 2021, the Corporate Authorities of the Village of Dupu, Illinois, passed and approved Ordinance No. 21-09, entitled:

**AN ORDINANCE TO AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO A
LOW INCOME ENERGY ASSISTANCE PROGRAM VENDER AGREEMENT WITH
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 21-09, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupu Village Hall, commencing on July 6, 2021 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupu, Illinois this 6th day of July, 2021.



MARK NADLER, Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF TRUE COPY

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupu, Illinois, and as such I am the keeper of the books, records, files, and corporate seal of said Village.

I do further certify that Ordinance No. 21-09, entitled:

**AN ORDINANCE TO AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO A
LOW INCOME ENERGY ASSISTANCE PROGRAM VENDER AGREEMENT WITH
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to which this certificate is attached, is a true, perfect, complete, and correct copy of said ordinance as adopted at a regular meeting of the Dupu, Illinois Village Council held on the 6th day of July, 2021.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 6th day of July 2021.



MARK NADLER, Village Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

2022 NON-REGULATED VENDOR AGREEMENT

Between

St. Clair County CAA

(LIHEAP Local Administrative Agency)

Agreement Number No. 1

And

Village of Dupo

Energy Vendor

The St. Clair County CAA _____ located at
19 Public Square, Ste 200, Belleville Illinois _____ (“Local LIHEAP Administrative
Agency” or “Agency” or “LAA”), and Village of Dupo _____
 (“Vendor”), located at 100 North 2nd Street _____.

The LAA and Vendor are hereinafter sometimes referred to collectively as the “Parties.”

WHEREAS, under the Energy Assistance Act (305 ILCS 20) and implementing administrative rules (47 Ill Adm. Code 100), the Illinois Department of Commerce and Economic (“Department”) is authorized to administer a program to ensure the availability and affordability of heating and electric service to eligible low income customers, namely the Low Income Home Energy Assistance Program (“LIHEAP”). *See* 305 ILCS 20/4;

WHEREAS, in accordance with its power and duties, the Department is authorized to award grants to designated Local Administering Agencies (“LAA”) to administer the LIHEAP throughout Illinois (20 ILCS 605/605-30) and (305 ILCS 20/1 *et seq.*) Through an executed grant agreement between the Department and the LAA, the LAA is required to establish procedures to notify each participating customer of the amount of assistance paid on their behalf and to enter into a written agreement with the Vendor or Utility Company outlining the terms and conditions for the Vendor’s acceptance of payment for the supply of energy services;

WHEREAS, the Utility Company means any utility, municipal utility, cooperative utility, or any other corporation or individual which provides winter energy services (305 ILCS 20/3(c)); and

WHEREAS, the Department requires Utility Company to enter into this Agreement with the LAA before energy assistance payments will be made directly to the Utility Company from an LAA for the benefit or on behalf of eligible customers authorized to receive heating and electric assistance under the LIHEAP. 47 Ill. Adm. Code 100.230(b)(2); and

WHEREAS, Utility Company desires to participate in the Department's LIHEAP and provide its assistance and cooperation under the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Definitions. As used in this Agreement, the following terms have the following meanings;

- 1.1 "LIHEAP" means the energy assistance program administered by the Department under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 which established the Low-Income Home Energy Assistance Act of 1981, the Energy Assistance Act, (305 ILCS 20/1 *et seq.*) and applicable Illinois administrative rules. The Low Income Home Energy Assistance Act of 1981 authorized the Low Income Home Energy Assistance Block Grant. States were eligible to receive funds under the Low Income Home Energy Assistance Block Grant on October 1, 1981.
- 1.2 « LIHEAP Benefit » means the amount, determined by the Department, and applied to the LIHEAP customer's utility or vendor account.
- 1.3 « Notification Register » or « Notification Register Invoice » means the electronic or written notification report sent to the Utility/Vendor or LAA. The report lists eligible customers within the Utility's service area who are being provided primary and secondary energy.
- 1.4 Words and phrases used in this agreement that are defined in 47 Ill. Adm. Code 100.30 shall have the same meaning in this Agreement as ascribed to them in Section 100.30 unless a different definition is stated herein.

Article 2. Term and Scope of Agreement.

- 2.1. Term. The term of this Agreement shall be from July 1, 2021 or upon the date of LAA's signature, whichever is later, through June 30, 2024, unless the Agreement is otherwise terminated as set forth herein.
- 2.2. Scope of Agreement. The terms and conditions of this Agreement along with applicable federal and state law and regulations, including but not limited to the Energy Assistance Act, the LIHEAP administrative rules together with the Energy Assistance Program Procedures Manual, and any related Department policies, and documents referenced or expressly incorporated herein shall constitute the entire preset agreement between the Parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the Parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the Parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the Parties as to the subject matter of this Agreement.

Article 3. Termination.

- 3.1. Availability of Appropriations. This Agreement is contingent upon and subject to the availability of sufficient funds or State appropriation for the purpose outlined in the Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted or otherwise made available to the Department by the Illinois General Assembly to allow the Department to fulfill its obligations under this Agreement; (c) the Governor or the Department reserves funds; or (d) funds appropriated are de-appropriated or not allocated, or if funds needed by the Department are insufficient for any reason. The Department shall give Utility notice of insufficient funding as soon as practicable. Utility's obligation to perform shall cease upon receipt of the notice.
- 3.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of either party upon fifteen (15) days written notice to her other party. The terminating party shall be entitled to performance by the other party under the terms of this Agreement up to the time of termination.
- 3.3. Nonwaiver. Failure of either party to insist on performance of any terms or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege

- 3.4 Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortage, labor disputes, fire, flood, explosion, legislation, and governmental regulation. The party seeking to invoke this provision has the obligation to notify the other party as soon as practicable, which shall be based upon the circumstances.

Article 4. Vendor Responsibilities

4.1 Vendor shall with respect to LIHEAP:

- A. Accept payment from the Agency for energy assistance on behalf of eligible customer as set forth by the LIHEAP Administrative Rules;
- B. Post or credit the customer's account within 30 days of receipt of the payment from the Agency;
- C. Inform the Agency of all customer rejections and the reason(s) for rejection within 14 days of the date of rejection;
- D. Not charge the Agency for late payment penalties, returned check charges, carting charges, or any other miscellaneous fees;
- E. Restore energy service to disconnected customers that have been determined eligible for energy assistance within forty-eight (48) hours, or eighteen (18) hours for life-threatening situations, upon request from the Agency;
- F. Provide, if Vendor delivers fuel, energy service to customers without heat within forty-eight (48) hours, or eighteen (18) hours for life-threatening situations such as 1- the temperature is 32 Fahrenheit or below; 2- the household is not protected by the ICC rules or similar local laws, and 3- reconnection is the only available remedy; i.e., the household does not have alternate shelter, lacks a safe temporary means of heat or is homebound, a minimum delivery amount not to exceed the Emergency Reconnection Assistance amount allowed to that customer, without any charge for federal, state, or local taxes on payment received from the Agency;
- G. Not treat customers receiving assistance under this program adversely, under any circumstance, because of such assistance and not discriminate either in cost of delivered fuel or services provided, against the eligible customer on whose behalf LIHEAP benefit is made;

- H. Not voluntarily terminate the supply of energy to LIHEAP eligible customers during the period December 1 to March 31, under the following conditions:
1. Vendor accepts the eligible customer that meets normal credit Practices of the Vendor for program enrollment;
 2. The eligible customer meets or exceeds all minimum payment responsibilities as required by LIHEAP program guidelines; and
 3. Vendor receives payment of or promise to pay program benefits from the Agency.
- I. Not discriminate against participating LIHEAP customers in offering deferred payment or level payment plans or in other conditions of sale, credit, delivery, or price.
- J. Refund any duplicate or erroneous payment to the Agency or Department within thirty (30) days of the required payment date;
- J. Notify the Agency or the Department of any lack of information, inappropriate information and past due payments owed to the Vendor by the Agency no later than thirty (30) days of the required payment date;
- K. Notify each eligible customer of the amount of LIHEAP benefit received/credited to the customer's account in the name of the customer;
- L. Provide the Agency a copy of its written credit policies that would include minimum delivery amounts (gallons/dollar) after-hour or emergency delivery charges, installation charges, carrying charges, and any other practices normal to Vendor policy
- M. Refund the credit balance of any LIHEAP benefit that remains on an inactive/final/closed account as of July 1 of each year or at the time of termination of the eligible customer's account with the Vendor. Such refund shall be reimbursed to the appropriate LAA according to the Vendor's normal credit refund policy or transferred to the eligible customer's new account with a different utility company, if such customer continues to reside in Illinois and requests a transfer of the account balance. On at least a quarterly basis the Vendor must provide notice to the Department's Office of Community Assistance (OCA) Fiscal Manager via email to Ben.Moore@illinois.gov and Program Manager at LeslieAnn.Lesko@illinois.gov (or their designees) upon issuance of any LIHEAP refunds that have been issued to the LAAs. The refund list to OCA must include at least the following: (1) customer

first and last name, (2) LAA Name, (3) refund amount, and (4) receipt of refund issuance.

- N. Permit any authorized agent of the Agency, upon presentation of credentials, full access and the right to examine any of the Vendor's documents, papers and records (including refund transactions) related to government funded energy assistance customers for a period of five (5) years after payment, as needed.
- O. Give requested information to the Agency for the purposes of determining eligibility for the program, upon receiving a written release from a LIHEAP applicant authorizing the Vendor to release customer account information to the Agency.
- P. Upon request by the Department and as authorized by the LIHEAP applicant in his/her application for LIHEAP benefits, if requested by the Department, the utility or vendor, at no cost to the Department, shall provide, within a time frame specified and agreed by both parties, a record of annual energy consumption, energy cost, payment frequency, disconnection information, and arrearage amounts for these LIHEAP customers. **This annual bill and usage data will be provided in a format requested and agreed upon both parties but annually at a minimum**
- Q. For avoidance of doubt, the LIHEAP Performance Measures is a report required by the US Department of Health and Human Services (HHS) that took effect in Federal Fiscal Year (FFY2016) commencing October 1, 2015- September 30, 2016. The Department reports such data collected annually. This federal report provides data on three required LIHEAP Performance Measures and consists of the following information: 1) Energy Burden, 2) Restoration of Home Energy Service, and 3) Prevention of Loss of Home Energy Service. The data will be included in the Department's annual LIHEAP Report to Congress. The data is also used in measuring LIHEAP performance under the Government Performance and Results Act of 1993.

4.2 Vendor shall retain the right to:

- A. Reject or refuse service under this agreement to a program participant who fails to comply with the Vendor's normal and proper credit practices.
- B. Collect, subject to the Vendor's responsibilities under this agreement, amounts incurred by a customer prior to enrollment in the LIHEAP program, any additional amount owed by a customer to the Vendor above the allowable benefits under their normal credit practices.

Article 5. Department Responsibilities.

5.1 The Department shall:

- A. Administer the LIHEAP program on behalf of the State of Illinois to facilitate Agency's obligations imposed under Section 5.2 of this agreement.
- B. Specify that the Vendor interact with the Department through any one or more LAAs for the purpose of complying with the terms of this Agreement.
- C. Provide the Vendor with the necessary and correct information for the Vendor to directly credit a LIHEAP customer's Vendor account.

5.2. Agency's Responsibilities. The Agency shall:

- A. Determine eligibility of customers and notify the Department and Vendor (written or electronically) within (30) working days after documentation is completed for each eligible applicant.
- B. Provide the Vendor with the necessary and correct information for the Vendor to directly Credit LIHEAP client's Vendor account.
- C. Notify the Vendor of the amount of assistance the customer is eligible to receive within 30 days of the customer's approved application
- D. Pay Vendor on behalf of eligible customers that are authorized to a LIHEAP benefit within forty-five (45) days after the date the Vendor is notified that a payment will be made on the customer's behalf.
- E. Provide to the Department and Vendor customer information including any addition, deletions, or changes to an existing eligible customer's status.
- F. Process all documentation and payment for non-regulated providers with regards to all LIHEAP customers.
- G. Notify the Department of lack of information, inappropriate information or violation of this Agreement on the part of a Vendor, whether intentional or not, within thirty (30) days of discovery.
- H. Obtain a written release from each LIHEAP applicant authorizing the Vendor to release customer account information to Agency(s) for purposes of determining eligibility for the program.

- I. Monitor the Vendor's compliance with the terms of this Agreement.
 - J. Provide Vendor with a list of eligible customers and total benefits available for each eligible customer that is a customer of the Vendor.
 - K. Monitor the Vendor for compliance in accordance with the terms and conditions of the Agreement, all applicable federal and state law, regulations, rules and Department policies. The Vendor must permit any agent authorized by the Agency, upon presentation of credentials, full access to and the right to examine any of the Vendor's documents, papers and records (including refund transactions) in either hard copy or electronic format pertaining to the LIHEAP.
- 5.3 Responsibility for Payment. The Department shall not be obligated to make any payment directly to Vendor under the terms of this of this Agreement.

Article 6. General Terms.

- 6.1 Agreement to Obey All Laws. Vendor shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of federal, State county and local governmental agencies which in any manner affect the terms of this Agreement
- 6.2 Amendments. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 6.3 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or federal court located in Sangamon County, Illinois. The state shall not enter into binding arbitration to resolve any Agreement dispute. The state of Illinois does not waive sovereign immunity by entering into this Agreement.
- 6.4 Confidentiality. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its authorized agents who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement or

that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. The Department agrees that it will hold and treat as confidential, all customer data/information from the Vendor, and that it will not disclose or permit anyone else to disclose the said information to any person, firm or entity without the Vendor's prior written authorization. The Department further agrees that it will use the customer information solely for the purpose of discussing, analyzing, and evaluating the LIHEAP and that it will not use said information for any other purpose. The Parties further agree that the Department may disclose the customer information only to its governing authority, officers, employees, consultants, and/or attorneys who need to know such information for the purpose of discussing, analyzing, and evaluating the LIHEAP (collectively "Representatives") or in accordance with Section 16-122 of the Public Utilities Act (220 ILCS 5/16-122) Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505), or as otherwise required by law. The Department further agrees to inform such Representatives of the confidential nature of the information and agrees to direct its Representatives to treat said information in accordance with the terms of the Agreement, as amended. The terms of the Agreement, as amended shall not apply to information that is generally available to the public (other than as a result of a prohibited disclosure by the Department or its Representatives), or is or becomes available to the Department or its Representatives from a source that, to its knowledge, is not bound by a confidentiality agreement with the Vendor prohibiting such disclosure.

- 6.5 Ownership and Use of Confidential Information. The Vendor acknowledges that, if it provides documents or other records containing Confidential Information to the Department, those documents and other records come under the authority, control, and possession of the Department and thus (i) become the property of the State of Illinois and, as such, the Vendor acknowledges that the Department may dispose of said documents and other records only in accordance with the State Records Act, 5 ILCS 160/1 *et seq.*, and (ii) make such documents and other records subject to the Freedom of Information Act, 5 ILCS 140/1 *et seq.* The Department acknowledges that, to the best of its knowledge and belief, the State Records Act will not prevent or limit the Department's compliance with this Agreement.
- 6.6 Fraud and Abuse. The Parties shall report to the Illinois Office of Executive Inspector General ("OEIG") any fraud, abuse or misconduct in the administration of LIHEAP as soon as it determines that there are reasonable grounds to believe that fraud, abuse or misconduct have occurred. The Parties may conduct an investigation of suspected fraud, abuse or misconduct pursuant to its business practice in order to make such a determination. In the event of such a determination by the party, findings of any internal investigation shall be reported to the OEIG. The Parties shall cooperate with all OEIG investigations of suspected fraud, abuse or misconduct. The Parties understand that the OEIG will not accept a complaint regarding an alleged violation, which occurs more than a year after the alleged violation, unless there was an attempt to conceal facts during that time. Therefore, the Parties agree that any

required investigation will be performed in a timely manner to preserve the OEIG's one-year complaint filing requirement.

6.7 Media Relations and Public Information. Subject to any disclosure obligations of Vendor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Vendor shall not disseminate any publication, presentation, technical paper, or other information related to Vendor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

6.8 Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Contract:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Contract are provided for convenience only and shall not affect the meaning or interpretation of this Contract or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
- H. Words in the plural which should be singular by context shall be so read, and vice versa; and
- I. References to "Department" shall include any successor agency or agencies thereto

6.9 Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provisions, term or conditions of this Agreement, and this Agreement, shall be interpreted as far as possible to give effect to the parties' intent.

6.10 Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, provisions relating to confidentiality.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

Vendor Name
Village of Dupo

By: _____
Title: _____
Date: _____

LIHEAP Local Administering Agency
St. Clair County CAA

Agency
By: Haley Hall
Title: LIHEAP Coordinator
Date: 5/18/21