



Town of Cortland

Board of Trustees Town Board Meeting

Town Hall, 59 S. Somonauk Road Cortland, IL 60112

May 13, 2024 at 7:00 PM

AGENDA

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

APPROVAL OF AGENDA

PUBLIC WISHING TO SPEAK

NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

1. Approval of Town Board Minutes of April 22, 2024
2. Consideration of Approval of an Ordinance Granting a Special Use Permit to Aspasia Solar Project, LLC to Operate a Solar Farm on 103.49 acres of land located south of Barber Greene Road and east of Somonauk Road, PINs 09-17-200-023 and 09-17-400-012, in the Town of Cortland, DeKalb County, IL *(If approved, this would allow a special use permit on 103.49 acres with a solar farm being constructed, operated and maintained on 33 acres.)*
3. Consideration of Approval of a Resolution for Improvement under the Illinois Highway Code *(If approved, the Board would be appropriating Rebuild Illinois Funds (RBI) in the amount of \$80,376.72 for the purpose of resurfacing streets (N Spruce St and W Amber Ave.)*
4. Traffic Schedule Proposed Change - Installation of "No Parking Here to Corner" signs along the east side of Llanos St
5. Authorization to order a new squad vehicle from Gjovik, Plano, IL The purchase price of \$58,930.03 does not include all necessary squad equipment.
6. Authorize Mayor and Clerk to sign an Intergovernmental Agreement (IGA) for the Provision of Joint Salt Purchasing for the Town of Cortland in DeKalb County, IL *(This is a continuation of required documents for the joint purchasing of road salt for the 2024-2025 winter season.)*
7. Consideration of Approval of an Intergovernmental Cooperation Agreement with DeKalb County, IL for provision of regulations and controls relating to the Conduct of Raffles and/or Poker Run Licenses *(Cortland has no Code provision for licensing raffles or poker run activities within the Corporate limits.)*
8. Budget - Future Utility Planning

DEPARTMENT HEAD REPORTS

9. Public Works and Permits Report

COMMENTS

MAYOR'S REPORT

ADJOURNMENT



Town of Cortland Board of Trustees Town Board Meeting

Town Hall, 59 S. Somonauk Road Cortland, IL 60112

April 22, 2024 at 7:00 PM

MINUTES

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

Mayor Mark Pietrowski called the regular meeting of the Board of Trustees to order at 7:00 p.m. The Pledge of Allegiance was recited and Clerk Aldis called the roll showing as present Trustees Doug Corson, Brad Stone, Jim Walker, Randi Olson and Mike Siewierski. Shown as absent was Trustee Charmaine Fioretto. Quorum was present. Also present were Police Chief Lin Dargin, Public Works Director Joel Summerhill, Engineer/Zoning Administrator Brandy Williams and Attorney Kevin Buick.

APPROVAL OF AGENDA

Trustee Corson moved to approve the agenda as presented, seconded by Trustee Walker. Unanimous voice vote carried the motion.

PUBLIC WISHING TO SPEAK

There was no public present wishing to speak.

PUBLIC HEARING - TENTATIVE FY 2025 BUDGET

Mayor Pietrowski called the public hearing to order at 7:02 p.m. Clerk Aldis read the notice into the record. The notice was published on March 20, 2024, in the *Daily Chronicle* meeting the requirements of the law. Mayor Pietrowski asked if there was anyone wishing to speak. Hearing no response he closed the public hearing at 7:03 p.m.

CONSENT AGENDA

1. Approve board minutes of March 25 and April 8, 2024; Approve Expenditure Reports for February 2024 and Accept Treasurer's report of February 2024

Clerk Aldis read the Consent Agenda items into the record.

Approve board minutes of March 25 and April 8, 2024; Approve expenditure reports for February 2024 and Accept Treasurer's report of February 2024.

Motion made by Trustee Walker, seconded by Trustee Stone.

Voting Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, and Trustee Olson. Trustee Fioretto was absent. Motion carried.

NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

2. PROCLAMATION MUNICIPAL CLERKS WEEK MAY 5-11, 2024

Mayor Pietrowski read his Proclamation for the 55th Annual Professional Municipal Clerks Week, May 5-11, 2024. **PROC 2024-01**

3. APPROVE AMENDMENT TO PERSONNEL HANDBOOK APPENDIX A (*This amendment adjusts the upper end of select salary levels and includes minor language changes*)

Approved: _____

Page 1 of 3

Motion made by Trustee Olson, seconded by Trustee Stone to approve an amendment to Personnel Handbook Appendix A.

Mayor Pietrowski stated that this amendment increases the upper levels of select department categories and clarifies language regarding elected officials.

There was brief discussion as to why the rates were increased to such levels.

Voting Yea: Trustee Stone, Trustee Walker, Trustee Olson

Voting Nay: Trustee Siewierski, and Trustee Corson.

Trustee Fioretto was absent.

Motion carried.

4. APPROVAL OF FY2025 BUDGET

Motion made by Trustee Stone, seconded by Trustee Olson to approve the FY2025 Budget.

There was discussion regarding the budgeted use of TIF funds. It was reported \$500,000 is earmarked for renovation of 50 W Maple Ave. \$300,000 is budgeted in engineering, transfer of funds for Phase 1 with \$200,000 yet to find. Trustee Corson stated that he is opposed to using these funds for this purpose. The dollars were intended to be used to bring development and commercial sites to Town for increased tax revenue.

Trustee Stone stated the money does not seem to make it to the residents.

Mayor Pietrowski stated use of funds is open to residents. They need to be willing partners. Previously discussed projects have been driveways and sidewalks.

Wages were discussed. It was stated that two department heads are scheduled for 20% increases, very large raises. It was noted the Chief of Police received a 6% increase in FY24. These proposed raises seem disproportionate.

It is noted that the bargaining unit is budgeted for a 3% raise.

Voting Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, and Trustee Olson. Trustee Fioretto was absent. Motion carried.

5. APPROVE A RESOLUTION RATIFYING AND APPROVING TOWN OF CORTLAND PARTICIPATION IN BULK ROCK SALT OR EQUIVALENT THROUGH THE STATE OF ILLINOIS CENTRAL MANAGEMENT JOINT PURCHASING PROGRAM FOR WINTER 2024-2025 SEASON

Motion made by Trustee Corson, seconded by Trustee Walker to approve a resolution ratifying and approving Town of Cortland participation in bulk rock salt or equivalent through the State of Illinois Central Management Joint Purchasing Program for winter 2024-2025 season.

Director Summerhill reported that this is the new standard for joint purchase. This process will be in place going forward.

Voting Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, and Trustee Olson. Trustee Fioretto was absent. Motion carried. **Res 2024-03**

Town Board Minutes
April 22, 2024

6. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO RECORDINGS OF CLOSED SESSION MINUTES
(*This would approve the destruction of September 26 and November 14, 2022.*)

Motion made by Trustee Olson, seconded by Trustee Walker to approve a resolution for destruction of audio recording of closed minutes September 26 and November 14, 2022.

Voting Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, and Trustee Olson. Trustee Fioretto was absent. Motion carried. **Res 2024-04**

7. APPROVE A RESOLUTION APPROVING THE PLAT FOR PENELOPE ALMADY SUBDIVISION - UNIT 5 WITHIN CHESTNUT GROVE - UNIT 1 SUBDIVISION
(*Resubdivision LOT 15 Chestnut Grove Subdivision Unit 1*)

Motion made by Trustee Walker, seconded by Trustee Olson to approve a resolution approving the plat for the Penelope Almady Subdivision - Unit 5 within the Chestnut Grove - Unit 1 Subdivision (Resubdivision of Lot 15 Chestnut Grove Subdivision-Unit 1)

Voting Yea: Trustee Stone, Trustee Siewierski, Trustee Walker, Trustee Corson, and Trustee Olson. Trustee Fioretto was absent. Motion carried. **Res 2024-05**

PARKS ADVISORY COMMITTEE REPORT

There was no report provided.

DEPARTMENT HEAD REPORTS

8. Public Works, Police Department, Engineer, Zoning and Building and Permit Reports
The written reports were included in the packet.

Chief Dargis reported the local pornography investigation is expanding, multiple states and possible international connections.

COMMENTS OR CONCERNS

The splash pad will be opening on May 23, 2024, for the season.

MAYOR'S REPORT

Mayor Pietrowski reported that updates to the utility billing program will be announces soon.

The meetings of Tuesday, May 28 and Monday, June 10, 2024, are cancelled.

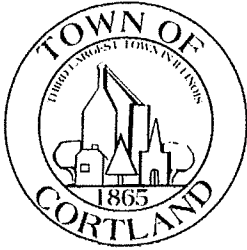
ADJOURNMENT

Motion made by Trustee Walker, seconded by Trustee Olson for adjournment. Unanimous voice vote carried the motion. The meeting adjourned at 8:47 p.m.

Respectfully submitted,

Cheryl Aldis
Town Clerk

Approved: _____



Date Filed:	11/3/23
Job Number:	J24-1
PC Number:	PC 24-01

LAND DEVELOPMENT APPLICATION

THE UNDERSIGNED RESPECTFULLY PETITIONS THE TOWN OF CORTLAND TO REVIEW AND CONSIDER GRANTING THE FOLLOWING APPROVAL ON THE LAND HEREIN DESCRIBED.
(Check all that apply)

<input type="checkbox"/> Annexation*	<input type="checkbox"/> Rezoning from _____ to _____
<input type="checkbox"/> Text Amendment (attached proposed language)	
<input checked="" type="checkbox"/> Special Use Permit for a:	<input type="checkbox"/> Planned Unit Development <input checked="" type="checkbox"/> Other <u>Solar Energy System</u>
<input type="checkbox"/> Planned Unit Development:	<input type="checkbox"/> Preliminary Development Plan <input type="checkbox"/> Final Development Plan
<input type="checkbox"/> Subdivision Plat:	<input type="checkbox"/> Preliminary Subdivision Plat <input type="checkbox"/> Final Subdivision Plat

* Attach an original copy of the annexation petition to this application

PLEASE PRINT OR TYPE IN BLUE OR BLACK INK

PART I. APPLICANT INFORMATION

APPLICANT	LAND OWNER (If not the Applicant)	CONTACT PERSON (If not the Applicant)
Name: <u>Aspasia Solar Project, LLC</u>	<u>Tad Simpson</u>	<u>Paul Bottum</u>
Company: _____	<u>LNL 4 EVER</u>	<u>Cultivate Power LLC</u>
Address: <u>30 W Hubbard, Suite 400</u>	<u>2275 N 3409th Rd</u>	<u>30 W Hubbard, Suite 400</u>
<u>Chicago, IL 60654</u>	<u>Ottawa, IL 61350</u>	<u>Chicago, IL 60654</u>
E-mail: <u>bottum@cultivate-power.com</u>	<u>rebeccaandtad_simpson@yahoo.com</u>	<u>bottum@cultivate-power.com</u>
Phone: <u>847-312-3712</u>	<u>217-358-5822</u>	<u>847-312-3712</u>

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

☐ YES ☒ NO

(If the Applicant is not the owner of the subject property, a notarized letter from the Owner authorizing the Applicant to file the Land Development Application must be attached to this application.)

IS THE APPLICANT AND/OR OWNER A TRUSTEE OR A BENEFICIARY OF A LAND TRUST?

☐ YES ☒ NO

(If the Applicant and/or Owner of the subject property is a Trustee of a land trust or beneficiary(ies) of a land trust, a disclosure statement identifying each beneficiary of such land trust by name and address and defining his/her interest therein shall be verified by the Trustee and shall be attached hereto.)

Cortland Land Development Application

Date Filed:

11/3/23

PC Number:

PC 24-01

PART II. PROPERTY INFORMATION

ADDRESS OF PROPERTY:

~~904 Somonauk Rd~~, Cortland, IL 60112
Barber Greene Rd

PARCEL INDEX NUMBER(S):

09-17-200-023 and 09-17-400-012

LEGAL DESCRIPTION:

A FULL LEGAL DESCRIPTION MUST BE ATTACHED TO THIS APPLICATION

TOTAL AREA OF SUBJECT PROPERTY(IES) (ACRES):

103.49

IF SUBDIVIDING, NUMBER OF LOTS BEING CREATED:

CURRENT ZONING:

AG

PROPOSED ZONING:

RECOMMENDED LAND USE:

~~Solar Farm~~ AG

(Based upon the recommendations of the Cortland Town Plan) ✓

PROPOSED LAND USE:

Solar Farm

NAME OF PROPOSED DEVELOPMENT:

Aspasia Solar Project, LLC

The subject property is located in which FIRE PROTECTION DISTRICT?

Cortland Fire Protection District

The subject property is located in which SCHOOL DISTRICT?

CUSD #427 - Sycamore

Sycamore Fire Protection District

Attach relevant checklist(s) and associated information as outlined during the pre-application meeting.



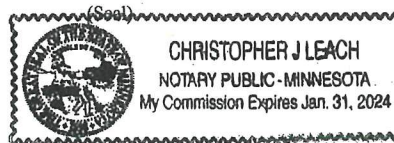
I, Cindy Larson O'Neil, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Zoning Ordinance and/or Subdivision Ordinance of the Town of Cortland.



Signature of Applicant

1/29/24
Date
State of ~~Illinois~~ MinnesotaCounty of ~~DeKalb~~ HennepinSigned before me on Jan 29, 2024 by Cindy Larson O'Neil
Applicant


Signature of Notary Public



LNL 4 EVER, LLC

Attn.: Tad Simpson

Email: rebeccaandtad_simpson@yahoo.com

Brandy Williams

Engineer and Zoning Administrator

59 S Somonauk Rd, PO Box 519

Cortland, IL 60112-0519

Re: Aspasia Solar Project, LLC

Dear Ms. Williams,

I write to confirm that I am the duly authorized representative and agent of LNL 4 EVER, LLC ("Company"), which owns a parcel of land approximately 55 acres, situated South of Barber Greene Rd and East of Somonauk Rd duly registered with the DeKalb County Assessments Office and covered by Parcel Identification Number 09-17-200-023 (the "Property").

As agent of the Company, I hereby authorize Aspasia Solar Project, LLC; Cultivate Power, LLC, and/or their affiliates or authorized representatives to perform the following:

1. To file application/s with Cortland Township for the following purposes ("**Application**"):
 - a. Land Development Application—Special Use for the construction, operation, maintenance and decommissioning of a 5MWac solar energy system on the Property;
 - b. Any other necessary applications and/or forms related to the above.
2. To process payment of any fee or charge as may be required for the Application, which are the responsibility of Aspasia Solar Project, LLC;
3. To attend all meetings, hearings, and related proceedings necessary to advance the above Application; and
4. To do such any other act or thing that may be required, necessary or incidental to effectively carry out any and all of the purposes for which this authority is hereby given.

Sincerely,

LNL 4 EVER, LLC

By:


Tad Simpson
Authorized Person

State of Illinois

County of Kasalle

On this 14th day of October, 2023 before me, Jennifer Harcar (notary), personally appeared the above-named Tad Simpson, who acknowledged the foregoing instrument to be his free act and deed.

Item 2.

Witness my hand and official seal.

Jennifer L. Harcar
Notary Public

My commission expires 1-14-2024





Aspasia Solar Project, LLC Commercial Solar Energy Facility

Prepared by: Aspasia Solar Project, LLC
Cortland Special Use Permit Application
5 MW Community Solar Facility in the Agricultural District
November 3, 2023



Introduction

Aspasia Solar Project, LLC (“**Aspasia Solar**” or “**Applicant**”) is a limited liability company owned by Cultivate Power, LLC. Aspasia Solar has prepared this application for a 5 megawatt (MW) solar energy facility in Cortland, Illinois. This 5 MW solar energy facility may be referred to herein as “Aspasia Solar” or “Project.”

We submit this request on behalf of the property owners, the Simpson Family. Cultivate Power, LLC, or another qualified solar farm owner and operator, will provide the financial backing and technical expertise to ensure the success of Aspasia Solar. Cultivate Power is a dedicated distributed generation solar developer focused on Illinois. Our team has a combined 100 years of experience developing and financing solar projects and we are excited to bring solar to Cortland.

We are excited by the opportunity to provide Cortland with a long-term source of clean, sustainable energy. Beyond that, the Project will significantly increase the local tax base for the Town of Cortland and create an opportunity for ComEd customers to subscribe to power at or below market rates.

This Special Use Permit application (“**Application**”) was prepared according to the requirements detailed in the Cortland Zoning Code, Special Use Permit Standards, and other applicable requirements. Aspasia Solar respectfully submits information, exhibits, and materials which are hereby incorporated into and made part of the Application.

We thank you for your consideration and look forward to working together to bring the benefits of a solar energy facility to the area. Please let me know if I can provide additional information or assistance.

Sincerely,

Cindy Larson-O’Neil
952-486-1538
cindy@cultivate-power.com
Cultivate Power



Project Overview

Project Name: Aspasia Solar Project, LLC
Project Address: Barber Greene Rd, Cortland, IL 60112
PIN: 09-17-200-023
Nearest Cross Streets: South of Barber Greene Rd and East of Somonauk Rd
Size: 5MWac
Acreage: 55.04 acres
Zoning District: AG Agricultural District
Landowner: Simpson Family

Key Features

A. Location

Aspasia Solar, LLC was determined as an ideal location for solar farm development for a variety of factors including proximity to relevant electrical and road infrastructure, likelihood of wetlands and other protected landforms or species, slope of land and direction of this slope and current zoning district and surrounding uses.

The anticipated power output of the project is approximately 8 million kilo-watt hours (kWh) annually, enough to power approximately 1,100 single-family homes.¹ Aspasia Solar, LLC will create additional local jobs during construction² and significantly increased property tax revenue over the lifetime of the project. Cultivate Power is a proud partner of each community that we work with, and we look forward to a continued relationship with the Town of Cortland.

On August 9th, 2023, our team met with Brandy Williams to discuss the Project, code compliance and adjustments to the project so that it may best fit the location. The Project complies with code 9-4-34 Solar energy systems, and, at the suggestion of Ms. Williams, we have included the following in our Project design:

- ☐ The siting of the solar energy system has been revised and is now located on the eastern side of the parcel, east of the storm sewer easement. This move addressed the concern of the system being located close to the main thoroughfare of Somonauk Road. The pipeline location has been identified in the Title Commitment documents, but will also be mapped with an ALTA study completed by a licensed surveyor later in the development process.
- ☐ An extensive vegetative buffer along the north aligns with the Town’s aesthetic preferences. The vegetative buffer will include a depth of evergreen trees and

¹ <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>
² <https://www.seia.org/research-resources/national-solar-jobs-census-2020>



deciduous shrubs. An example of this type of buffer is called out on the Aspasia site plan.

- We reached out to the DeKalb Airport Manager, Renee Riani to discuss the project. Ms. Riani directed us to an FAA airspace study. we have received confirmation from the Federal Aviation Administration (“FAA”) that the Project will not pose as a hazard to air navigation.³
- The DeKalb Engineer, DSATS Director Nathan F. Schwartz, P.E. was contacted and reviewed the project and its driveway access location. Mr. Schwartz has stated that Barber Greene Rd is within The Town of Cortland’s jurisdiction.
- We were excited to hear about a future bike path along Somonauk Road and look forward to supporting such a great endeavor.

The Project is a permitted special use in Agricultural districts and will have minimal impact on surrounding properties. The proposed project will not draw traffic through residential streets. Post construction, the project will be limited to vehicles accessing the site for maintenance 5-9 times per year.

B. Consistency with 2023 Cortland Comprehensive Land Use Plan

The proposed Project is consistent with the Cortland’s 2023 Comprehensive Land Use Plan (“CLUP”).³ The Project contributes to goals and objectives of the CLUP including:

1. ***Pursue growth that enhances the tax base and encourage the growth of existing and small businesses.*** –The Project achieves this by: 1) The project enhances the tax base. Taxes on the parcel will increase from \$4,204 to an estimated \$38,890.20 a 9% increase 2) Power farming and/or commercial activities through community solar subscriptions, thereby reducing energy costs and make farming/commercial operations more cost effective; Subscriptions to community solar facilities typically reduce electrical cost up to 10% 3) Support native vegetation and pollinator plants, which in turn, may contribute to increased local agricultural yield;⁴ and 4) Bolster local agricultural and commercial businesses by giving preference to local labor and equipment.

2. ***Encourage native landscaping for storm water management.*** – The Project achieves this by planting vegetative screening that consists of a combination of native evergreen trees and large deciduous shrubs, which are suitable for screening and the site-specific soil type. The Project will also be seeded with native Illinois grasses, which will be maintained during project lifetime. Further Aspasia Solar will locate any drain tile and repair and/or replace tile that is impacted by construction, complete a Stormwater Pollution Prevention Plan (SWPPP) prior to construction, and consult with US Army Corps of Engineers on any wetland impacts. The Project is not expected to

³ Cortland 2023 Comprehensive Land Use Plan (“CLUP”).

⁴ <https://www.energy.gov/eere/solar/farmers-guide-going-solar>



impact any wetland areas. In any event, Aspasia Solar will not build on any identified wetlands if later discovered. Please see Site Plan for visual reference.

3. ***Preserve Agricultural Land*** - The Project achieves this by preserving the land for long term agricultural use by providing a recovery period for land to maintain soil quality and contribute to biodiversity.⁵ Further, farmers can generate revenue alongside traditional agricultural activities. Having a diversified revenue stream ensures that they have a stable income even during years with low crop production or extreme weather events.

4. ***Serve as an example of a sustainable community.*** – We are excited that the Town of Cortland is considering allowing solar farms within its municipal boundaries or planning area. Consistent with Cortland’s CLUP, we believe that the Project Site is well-suited for solar development and has the potential to contribute to Cortland’s objectives of being a model sustainable community while also working towards energy independence.⁶

In addition to the above, we are open to discussing or exploring other ways in which we can align with the town's growth plans.

C. Tax Benefits to the Community

Based on prevailing tax rates as of date, Applicant has forecasted that the Project will bring approximately \$824,477.48 of additional taxes to the local taxing districts over 20 years. Below is the projected calculation and distribution of taxes, subject to further confirmation by the relevant taxing authority:

SOLAR FARMS – PROPERTY TAX BENEFITS (Year 1)⁷

District	Tax Rate	Taxes
School District 427	5.89365%	\$24,668
County	0.96766%	\$4,050
Town of Cortland	0.89173%	\$3,732

⁵ <https://www.bre.co.uk/filelibrary/nsc/Documents%20Library/NSC%20Publications/NSC-publication-planning-guidance.pdf>

⁶ CLUP, p. 30.

⁷ Solar farms are taxed according to their MW size, per Public Act 100-0781.



CC 523 Kishwaukee	0.60874%	\$2,548
Sycamore Fire	0.32101%	\$1,344
Cortland Library	0.31183%	\$1,305
Cortland Road and Bridge	0.14698%	\$615
Cortland Township	0.07566%	\$317
Forest Preserve	0.06915%	\$289
TOTAL	9.28641%	\$38,869

D. Solar Technology

Aspasia Solar will contain rows of Photovoltaic (PV) cell modules mounted on posts set in the ground. These rows of modules are referred to as “solar arrays” mounted on a single axis tracking system, which allows them to follow the sun throughout the day. The modules face east in the morning, are horizontal at midday, and face west in the afternoon, and are no more than ten (10) feet high at max tilt. Solar components will comply with the current edition of the National Electric Code, are UL Listed or equivalent, and will have an anti-reflective coating.

The basic components of any solar energy facility include: PV modules, inverters, combiner boxes, transformers, wires and conductor cables, structural racking system for PV modules, an access road, and perimeter fencing. Solar electricity production includes the following five components:

- 1) Electrical Power Generation. Sunlight strikes the PV module cells, which convert photons of light into electrons, producing low-voltage, Direct Current (DC) electricity.
- 2) Combiner Boxes. The low-voltage, DC electricity is fed through cables from each PV module to a combiner box.
- 3) Inverters. The low-voltage, DC electricity is fed through cables from the combiner box to an inverter, where it is converted to low-voltage, Alternating Current (AC) electricity.
- 4) Transformers. The transformer steps up the low-voltage, AC electricity to the appropriate voltage so that it can be fed into the electrical transmission system.
- 5) Utility Distribution. Electricity is sent through the electrical sub-transmission lines to utility distribution systems for delivery to ratepayers.

Current photovoltaic modules are typically Crystalline Silicone (C-Si) and Thin Film (TF). The solar PV modules function as a solid state, inert crystal, similar to a pane of solid glass. The modules do not corrode and do not produce any emissions. The technology is encapsulated in layers of plastic



and glass to prevent air and moisture from entering the cell and conversely prevents the release of materials out of the module and into the environment. The solar panels are expected to work upwards of 40 years before they are recycled to recover the valuable materials contained inside.

E. Glare

Photovoltaic solar energy systems are designed to reduce reflection and have low potential to produce hazardous glare. Modules are covered with anti-reflective coating and demonstrate less glare than windows and water.⁸

F. Sound

The solar energy system produces minimal sound during the day and no sound overnight. The main source of noise is from the inverter, but this noise cannot be heard beyond the Project boundary. The inverter rated at 67 decibels, about the volume of an air conditioner unit, at 10 meters.

G. Environmental Impact

Cultivate will contract environmental consultants to perform field investigations, literature reviews, and agency consultations to identify and assess existing environmental conditions at the project site. Information derived from the environmental diligence is used by Cultivate to avoid and minimize effects to environmental resources during the design process. Full compliance with federal, state, and local regulations will ensure Aspasia Solar will minimize adverse impacts to environmental resources. As required by state law, Aspasia Solar has entered into an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture to help preserve the integrity of any agricultural land impacted by the construction and deconstruction of the facility. Further, Aspasia Solar looks forward to working with the Town to ensure that the required decommissioning bond meets current standards. After the Project's lifetime, the site will be restored to agricultural use in accordance with the Decommissioning Plan attached to this application.

H. Safety

Aspasia Solar will be a safe facility that is not expected to significantly impact the well-being of neighbors or residents of the Town of Cortland or DeKalb County. Solar energy facilities are very safe, with simple and proven technologies. The Project will be constructed according to all required building and electrical codes and safety measures. Site plans will be approved by all applicable local authorities and regularly visited throughout construction as required by the

⁸ <https://www.nrel.gov/state-local-tribal/blog/posts/research-and-analysis-demonstrate-the-lack-of-impacts-of-glare-from-photovoltaic-modules.html>



DeKalb County's or by the State of Illinois' building codes. Energized system components, such as inverters, will be commissioned by the approved technicians.

The Project will employ required lock-out measures and safety warnings. A 7' ft. tall security perimeter fences per National Electrical Code regulations will prevent trespassing and vandalism. Knox Boxes will be available on site and access codes to the gate will be provided to the Police Department, Fire Department, and emergency service providers. Vehicular access to the site is adequate for the use proposed and for emergency services. The regular vegetation control methods prevent buildup of debris that could otherwise pose risk of fire material; thus Aspasia Solar is not expected to pose increased risk of fires to the surrounding areas.

Aspasia Solar will continue to coordinate with all necessary Federal, State, and County agencies and other entities throughout the planning process for Aspasia Solar for the Project to ensure that all safety standards and precautions are met.

Aspasia Solar will bring significant economic and energy benefits to the Town of Cortland, is not expected to negatively impact public health, safety or general welfare or affect the comfort and convenience of the public or of the immediate neighborhood.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

JB Pritzker, Governor

Natalie Phelps Finnie, Director

Item 2.

October 20, 2023

Cindy Larson O'Neil
Cultivate Power, LLC
30 W Hubbard St
Ste 400
Chicago, IL 60654

RE: Aspasia Solar Project
Project Number(s): 2403131
County: DeKalb

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

However, the Department recommends the following:

The project proponent should establish pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
<https://dnr.illinois.gov/conservation/pollinatorscorecard.html>

The site should be de-compacted before planting. Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management. Required fencing, excluding areas near or adjacent to public access areas, should not exceed 6 feet in height and should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement.

Trees should be cleared between November 1st and March 31st to avoid impacts to Indiana Bat. All night lighting should follow IDA guidance.



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

JB Pritzker, Governor

Natalie Phelps Finnie, Director

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Bradley Hayes
Division of Ecosystems and Environment
217-785-5500

Decommissioning

A. Commitments and Code Adherence

Aspasia Solar Project, LLC guarantees that Aspasia Solar shall be removed, at the expense of the operator, at the end of the project lifetime or in the unlikely event that the system ceases power production according to the conditions below. The Project will comply with the Town of Cortland decommissioning requirements pursuant to Section 9-4-34, paragraphs 15-18 of the Town's solar ordinance and has signed an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture that further commits Aspasia Solar to proper decommissioning processes.

B. Decommissioning Conditions

Decommissioning will occur as a result of any of the following conditions:

- The land lease expires or is terminated; or
- The solar energy system the ("SES") does not produce power for a period of 12 consecutive months.

C. Decommissioning Steps

If any of the decommissioning conditions are met, the operator is responsible for decommissioning steps including:

- Remove all Operator-owned equipment, conduits, structures, and foundations to a depth of at least five feet below grade; and
- Remove all fencing unless the owner of the leased real estate requests in writing for it to stay in place; and
- Take the following steps to restore the land:
 - Grade to maintain existing drainage patterns at the time of decommissioning unless stated otherwise by the leading Authority Having Jurisdiction (AHJ) or in any governing decommissioning ordinance;
 - Reseed the land using local non-invasive grasses; and
 - Maintain the grass for a total of three months after the seeding.

D. Financial Assurance

Aspasia Solar Project, LLC will provide the Town of Cortland with financial assurance of decommissioning in the form of a bond or letter of credit for \$344,558.12, as outlined in the attached decommissioning estimate according to the AIMA decommissioning bonding schedule as follows:

- 10% (\$34,455.81) in year 1
- 50% (\$172,279.06) in year 5
- 100% (\$344,558.12) in year 10

Additionally, Aspasia Solar will work with the Town of Cortland to comply with any standard decommissioning estimates used to calculate financial assurance, if any.

E. Plan Changes

The Operator will provide the Town of Cortland with an updated decommissioning plan within 30 days if the operator of the SES changes. Any updates to this plan will be submitted to the Town of Cortland zoning administrator by the party responsible for decommissioning the SES.

5 MWac Illinois Community Solar Project DECOMMISSIONING PLAN October 2023

Purpose

This decommissioning plan is provided by Cultivate Power, LLC (the “Project Company”) and will detail the projected decommissioning demands associated with a typical 5 MWac Ground mounted Solar Photovoltaic (PV) project located in Illinois.

The purpose of this decommissioning plan is to provide procedures and an approximate opinion of probable construction cost for partial or full closure of a 5 MWac solar facility located in Illinois. The Illinois Department of Agriculture (IDOA) Agriculture Impact Mitigation Agreement (AIMA) requires a decommissioning plan and performance guarantees to supplement plans submitted as part of the AIMA. This decommissioning plan details provisions for facility deconstruction and site restoration for a typical solar PV project located on an agricultural field in Illinois.

Anticipated Service Life of the Project

The facility shall be decommissioned in accordance with this Decommissioning Plan (“Plan”), restoring the site to its agreed-upon post-decommissioned state upon expiration or termination of the Power Purchase Agreement or within twelve (12) months after the end of the useful life of the facility. It is anticipated the Solar Facility will have a maturity date of twenty (20) years but carries an expected useful lifetime of 40 years.

Decommissioning responsibilities include the removal of any perimeter fences, any concrete pads, all metal structures (mounting racks and trackers), all photovoltaic (PV) modules, pipelines, alternators, generators, aboveground and underground cables, transformers, inverters, fans, switch boxes, fixtures, etc. and otherwise restoring the premises to its original condition or mutually agreed upon state. Other Plan activities include the management of materials and waste, projected costs, and a decommissioning fund agreement overview.

Decommissioning Risk Over the Lifecycle of a Project

The probability of an event that would lead to abandonment or long-term interruption is extremely low during the first 15 to 20 years of the Project life. Accordingly, the risk of decommissioning the Project is extremely low during this time frame. The reasons why the risk to decommission the Project is extremely low in the early phases of the Project include, but are not limited to:

- Project owners have sophisticated financing structures that allow the lender or tax equity partner to step in and rectify the event that may lead to abandonment.
- Most critical solar components have original equipment manufacturer (OEM) warranties with terms exceeding five years that include labor and parts. A warranty is an agreement or guarantee outlined by a manufacturer to a customer that defines performance requirements for a product or service. Warranties give customers a form of insurance if

the purchased product or service does not adhere to quality standards. These warranties assure the Project owner, financing parties, and other stakeholders, that equipment will perform as expected which minimizes the risk of a decommissioning event. Average warranty lengths for critical solar components range from 5 to 10 years, with production warranties on solar panels extending to 20 to 25 years.

- Solar projects consist of many networked components designed to convert solar radiation into electrical energy. The failure of any single component will not result in a substantial reduction of energy generation that could lead to a decommissioning event.
- Solar projects are required to maintain replacement value property damage insurance coverage and business interruption insurance coverage. Business interruption insurance covers the loss of income that a business suffers after a disaster or equipment failure. Typical solar business interruption insurance covers income loss for twelve months from the date of the event triggering the loss.
- The replacement costs of solar components will typically decline over time, and accordingly, costs to replace failed or damaged equipment after lapsed OEM warranties will not create large financial hurdles for the Project.
- In the early stages of the Project, the resale value of the equipment is significantly higher than the decommissioning costs, resulting in a net positive (revenue).

Considering the reasons stated above, a decommissioning bond early in the life of a solar project life is not required to assure the coverage facility removal and site restoration costs. However, it is noted that the AIMA requires Financial Assurance be provided to the County or local AHJ for projects in Illinois. It is also noted that Counties or AHJ's may have more stringent requirements for Financial Assurance that must be adhered to on a site-by-site basis.

Solar power is an increasingly popular form of renewable energy around the world and as an alternative to the burning of fossil fuels, solar ranks alongside wind and hydropower as essential energy options for the future of the planet. Solar also offers the additional benefit of being easier to build, operate, and decommission with minimal environmental risks. Recent rises in popularity and use can be linked to lower installation and operation costs and it is expected that this pattern will continue, further reducing the risk of a decommissioning event.

Project Name: Aspasia Solar Project, LLC
Project Locality: Town of Cortland, IL
Decommissioning Estimate Pro Forma with Salvage

Kimley»Horn

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
Mobilization	1	LS		\$ -	\$14,050.00	\$ (14,050.00)
Contractor's G&A	1	LS		\$ -	\$2,390.00	\$ (2,390.00)
SWPPP, Erosion Control Measures	30	AC	\$670.00	\$ -	\$20,100.00	\$ (20,100.00)
Seeding	2.0	AC	\$2,483.56	\$ -	\$4,967.12	\$ (4,967.12)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	2	AC	\$8,933.57	\$ -	\$17,867.14	\$ (17,867.14)
Remove and Recycle Chainlink Fence, 7' High	5,500	LF	\$5.61	\$ -	\$30,855.00	\$ (30,855.00)
Remove Power Pole	6	EA	\$795.80	\$ -	\$4,774.80	\$ 4,774.80
Remove and Recycle AC Cables	1,000	LF	\$6.27	\$ 150.00	\$6,270.00	\$ (6,120.00)
Remove and Recycle DC Cables	142,659	LF	\$0.31	\$ 21,398.79	\$44,224.17	\$ (22,825.38)
Backfill AC and DC trenches	82,103	LF	\$0.40	\$ -	\$32,841.36	\$ (32,841.36)
Remove and Recycle Inverters	2	EA	\$4,291.88	\$ 10,800.00	\$8,583.76	\$ 2,216.24
Remove and Recycle Photovoltaic Modules	12,000	EA	\$6.08	\$ 38,847.43	\$72,960.00	\$ (34,112.57)
Remove and Recycle Piles	2,000	EA	\$11.06	\$ 25,920.00	\$22,120.00	\$ 3,800.00
Remove and Recycle Support Assemblies	385,809	LB	\$0.04	\$ 34,722.81	\$15,432.36	\$ 19,290.45
Subtotal:				\$ 131,839.03	\$297,435.71	\$ (156,047.07)
				40-Year Inflation (3%/year):	\$	(188,511.05)
				Total:	\$	(344,558.12)

Notes:

- Quantities were recorded in October 2023
- Equipment rental rates and labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2023 data).
- Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for [Closest Location to Project].
- PV Module Removal/Recycle labor and equipment costs are computed at present values.
- The age at decommissioning of this estimate is 40 years.
- This estimate assumes 78 modules/tracker
- This estimate assumes 12 piles/tracker
- This estimate assumes 77,162 LB of support assemblies per 1 MW output.
- Material salvage values were based off of current US salvage exchange rates.
- Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).
- Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @\$3.00/LF (AC and DC Cables) and Steel @0.09/LF of fence, @\$0.09/pile, and @0.09/LB.
- Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life (every 5 years).

Aspasia Solar Project LLC - Legal Descriptions

<https://dekalbil.devnetwedge.com/> and

<https://spatial.dekalbcounty.org/vertigisstudio/web/?app=1533fc994e264d6b9968fa438b3e49e7>

Parcel Number: 0917200023 (northern parcel):

- PT E ½ OF SEC 17 – T40N R5E

Parcel Number: 0917400012 (southern parcel):

- N 40 ACRES OF SW 1/4 (EXCEPT W 220 FT OF THE S 594 FT & ROW) - SEC 17 - TOWNSHIP 40N - RANGE 5 E

dekalbil.devnetwedge.com/parcel/view/0917200023/2022

DeKalb County Property Tax Inquiry 09-17-200-023 : 2022 Shopping Cart

Notice

To view current assessment information, use the Tax Year dropdown to select the current year.

Property Information		
Parcel Number 09-17-200-023 Tax Year 2022 (Payable 2023)	Site Address SOMONAUK RD CORTLAND, IL 60112	Owner Name & Address LNL 4 EVER LLC 2275 N 3409TH RD OTTAWA, IL 61350
Sale Status None		
Property Class 0021 - Farmland	Tax Code CO33 - Cortland SSA #4, Syc Fire, 427, 523	Tax Status Taxable
Net Taxable Value 45,271	Tax Rate 9.286410	Total Tax \$4,204.06
Township Cortland Township Assessor Melody Monroe: (815) 756-6423	Acres 66.5500	Mailing Address
Legal Description PT E ½ OF SEC 17 – T40N R5E		

Not secure gis.dekalbcounty.org/qtax/Compass_Results.aspx?ID=0917200023

COMPASS
Community Online Map, Property And Search Site

New! [GIS Map Property Map](#)

Property Overview Tax Information Assessment Details Sales Zoning Voting

Address and Owner

Site Address
SOMONAUK RD CORTLAND

Mailing Address (On Most Recent Tax Bill)
LNL 4 EVER LLC
2275 N 3409TH RD OTTAWA IL

Current Owner
LNL 4 EVER LLC

Parcel Number
0917200023

Property Description Questions

Acres
66.55

Lot Dimensions

Brief Property Description
PT E ½ OF SEC 17 – T40N R5E

Land Use Information

Land Use Description

Property Class Description
0021 Farmland

0917200023
CORTLAND BARBERS
GREENE RD LLC
BARBERS GREENE RD
CORTLAND, IL 60112

0917200012
LNL 4 EVER LLC
SOMONAUK RD
CORTLAND, IL 60112

0917200021
LNL 4 EVER LLC
SOMONAUK RD
CORTLAND, IL 60112

0917200009
CASTLE BANK NA

0917200014
PRAIRIE & RIVER
BARBERS GREENE RD
CORTLAND, IL 60112

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Click on any parcel on the map, then click "More info" to open a new tab with the map and related property information on the newly selected parcel.
Aerial: Spring 2019

← → ↻ dekalbildevnetwedge.com/parcel/view/0917400012/2022

DeKalb County Property Tax Inquiry 09-17-400-012 : 2022 Shopping

Notice

To view current assessment information, use the Tax Year dropdown to select the current year.

Property Information

Parcel Number 09-17-400-012	Site Address	Owner Name & Address LNL 4 EVER LLC 2275 N 3409TH RD OTTAWA, IL, 61350
Tax Year 2022 (Payable 2023) ▾		
Sale Status None		
Property Class 0021 - Farmland	Tax Code CO34 - Cortland SSA#4; Cortland Fire, 427, 523	Tax Status Taxable
Net Taxable Value 22,086	Tax Rate 9.764450	Total Tax \$2,156.58
Township Cortland	Acres 36.9400	Mailing Address
Township Assessor Melody Monroe: (815) 756-6423		
Legal Description N 40 ACRES OF SW 1/4 (EXCEPT W 220 FT OF THE S 594 FT & ROW) - SEC 17 - TOWNSHIP 40N - RANGE 5 E		

← → ⚠ Not secure gis.dekalbcounty.org/qtax/Compass_Results.asp?ID=0917400012

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Property Overview Tax Information Assessment Details Sales Zoning Voting

Address and Owner

Site Address

Mailing Address (On Most Recent Tax Bill)
LNL 4 EVER LLC
2275 N 3409TH RD OTTAWA IL

Current Owner
LNL 4 EVER LLC

Parcel Number
0917400012

Property Description Questions

Acreage
36.94

Lot Dimensions

Brief Property Description
N 40 ACRES OF SW 1/4 (EXCEPT W 220 FT OF THE S 594 FT & ROW) - SEC 17 - TOWNSHIP 40N - RANGE 5 E

Land Use Information

Land Use Description

Property Class Description
0021 Farmland

0917400012

0917200022
LNL 4 EVER LLC
SOMONAHK RD
CORTLAND, IL 60112

0917400011
LNL 4 EVER LLC

0917400008
VLAN SAAR
SOMONAHK RD
LAND, IL 60112

0917400009
RD W REDMEN,
ALEXANDER, IL
SOMONAHK RD
LAND, IL 60112

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Click on any parcel on the map, then click "More info" to open a new tab with the map and related property information on the newly selected parcel.
Aerial: Spring 2019

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT

between
Aspasia Solar, LLC

and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
 in
Dekalb County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Aspasia Solar, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5MW Commercial Solar Energy Facility in Dekalb County [GPS Coordinates: 41.94650, -88.68895], which will consist of up to 55.4 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.
- B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

Standard Solar AIMA V.8.19.19

- D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.
- E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.
- H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.
- I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.
- K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.
- L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.
- M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.
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Aspasia Solar, LLC
Standard Solar Agricultural Impact Mitigation Agreement

Item 2.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	<p>A plan prepared by a Professional Engineer, at the Facility's expense, that includes:</p> <ol style="list-style-type: none"> (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: <ol style="list-style-type: none"> i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

- A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.
- B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

- A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:
 - 1. a minimum of 5 feet of top cover where they cross Cropland.
 - 2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
 - 3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
 - B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
 1. Within the fenced perimeter of the Facility; or
 2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
 - C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.
- 5. Topsoil Removal and Replacement**
- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
 - B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
 - C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
 - D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
 - E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
 - F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
 - G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.
- 6. Rerouting and Permanent Repair of Agricultural Drainage Tiles**
- The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:
- A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

Standard Solar Agricultural Impact Mitigation Agreement

- B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. Maintaining Surrounding Area Subsurface Drainage

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. Re-establishing Subsurface Drainage Within Facility Footprint

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

- E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.
- F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.
- G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

- A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.
- C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

- A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.
- B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.
- C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

- A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

- B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

- A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.
- C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

- A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

- A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

- B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.
- C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

- A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.
- B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

- A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
 - 1. Solar panels, cells and modules;
 - 2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
 - 3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
 5. Overhead collection system components;
 6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
 7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
 8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
 9. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.
- C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

- E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.
- F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

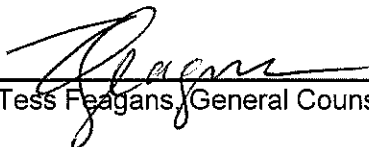
Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Aspasia Solar, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Dekalb County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE



By: Jerry Costello II, Director 6


By Tess Feagans, General Counsel

801 E. Sangamon Avenue, 62702
State Fairgrounds, POB 19281 Springfield,
IL 62794-9281

August 24, 2023

Aspasia Solar, LLC

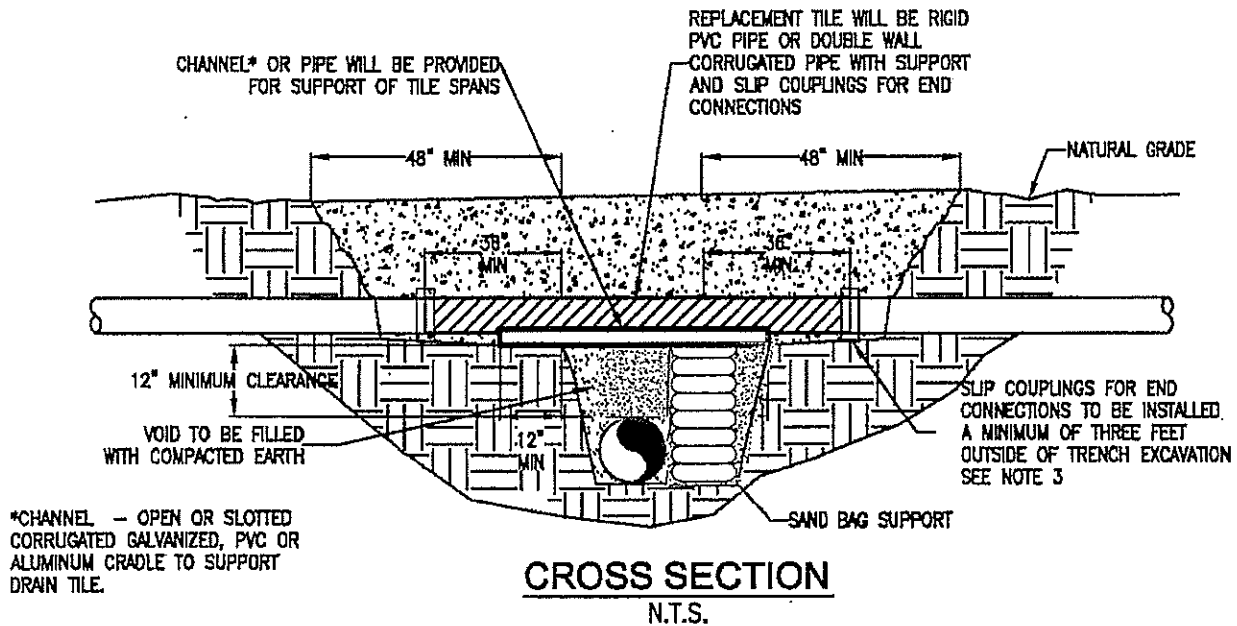
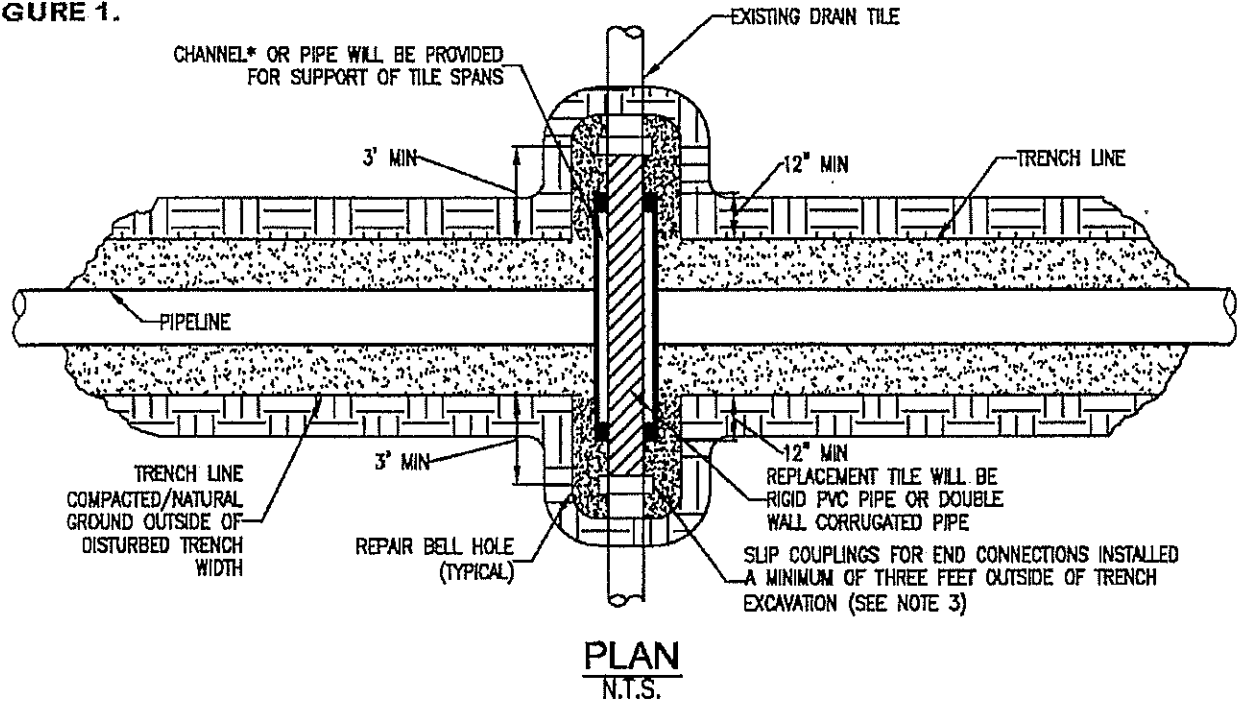
DocuSigned by:

F05D2E38C8ED4E5
By Nico Galletout, Authorized Person

30 W Hubbard, Suite 400
Chicago, IL 60654

Address

August 07, 2023

FIGURE 1.



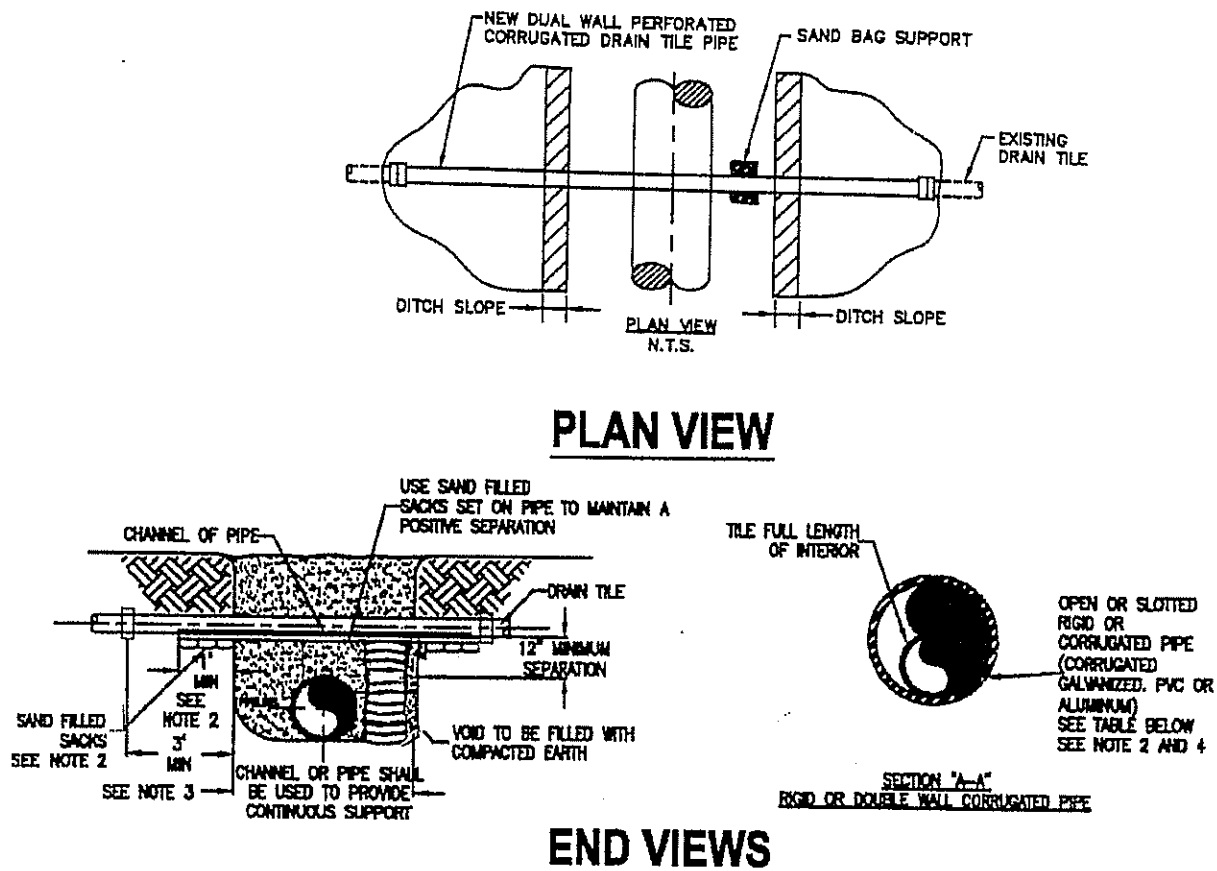
*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

NOTE:

1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



MINIMUM SUPPORT TABLE				
TILE SIZE	CHANNEL SIZE		PIPE SIZE	
3"	4" @ 5.4	#/ft	4"	STD. WT.
4"-5"	5" @ 8.7	#/ft	6"	STD. WT.
6"-8"	7" @ 9.8	#/ft	8"-10"	STD. WT.
10"	10" @ 15.3	#/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

PAGE 2 of 2

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
Agricultural Impact Mitigation Agreement
Aspasia Solar, LLC and the Illinois Department of Agriculture

AIMA AMENDMENT # 1

The Agricultural Impact Mitigation Agreement (AIMA), made and entered into by and between the State of Illinois, acting by and through the Illinois Department of Agriculture, and Aspasia Solar, LLC executed August 24, 2023, is hereby amended as follows:

- (1) Throughout the document, beginning on the 3rd line of the text of the AIMA, the project name, Aspasia Solar, LLC shall be replaced with Aspasia Solar Project, LLC.

Except as set forth in this Amendment, all other provisions of the AIMA shall continue in full force and effect in accordance with its terms. The effective date of this amendment is upon its execution.

The Parties sign and execute this Amendment on the day and year set forth below.

ENTITY Aspasia Solar Project, LLC

Signature DocuSigned by: Nico
 Name (Print) Nico Galletout
 Title Authorized Person
 Date 11/09/23
 Address 30 W Hubbard St., Suite 400
Chicago, IL 60654

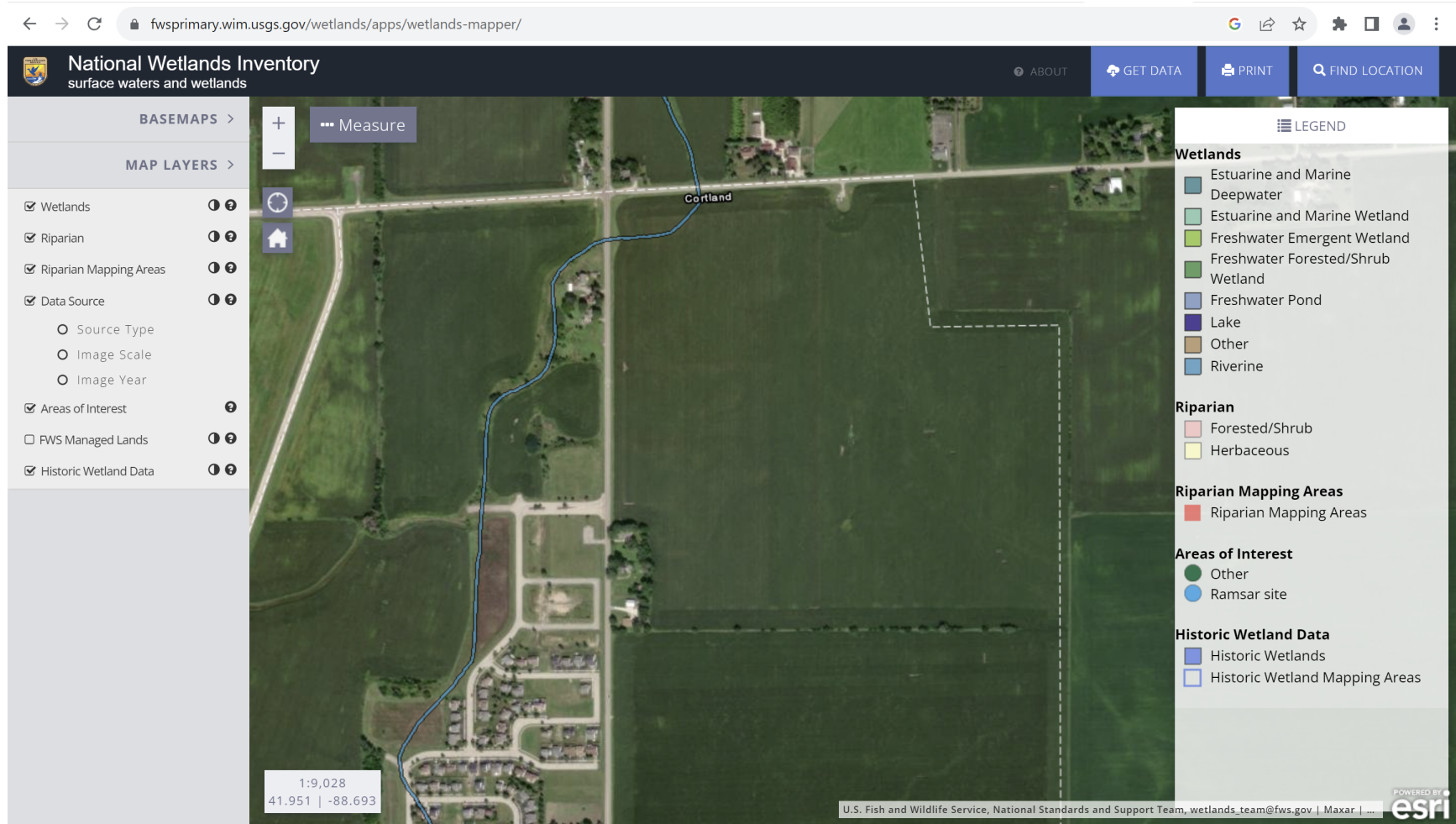
STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

By Jerry Costello II
 Jerry Costello II, Director 4
 By Clay Nordsiek
 Clay Nordsiek, Deputy General Counsel
 Date 11/17/23
 P.O. Box 19281
 Springfield, IL 62794-9281

Aspasia Solar Project, LLC

National Wetlands Inventory. No wetlands in project area.

<https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>



From: [Schwartz, Nathan](#)
To: [Cindy Larson-O'Neil](#)
Cc: [Brandy Williams](#); [highwayweb](#)
Subject: RE: Aspasia Solar Project - Cortland
Date: Monday, October 23, 2023 6:12:20 AM
Attachments: [image002.png](#)

Good morning, Cindy,

The currently proposed location along Barber Greene Road is within the Town of Cortland's jurisdiction. It is worth noting the jurisdiction changes to the Cortland Township Road District immediately to the east. The length and diameter of pipe, apron radii, and any ditch regrading will be important to detail as the footprint of the work may impact the Road District's portion of the roadway. As long as the impacts do not extend beyond the Town's jurisdiction, we would not expect a permit to be needed from the Road District.

Nathan F. Schwartz, P.E.
 DeKalb County Engineer
 DSATS Director

From: Cindy Larson-O'Neil <cindy@cultivate-power.com>
Sent: Friday, October 20, 2023 2:28 PM
To: highwayweb <highway@dekalbcounty.org>
Subject: FW: Aspasia Solar Project - Cortland

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Mr. Schwartz,

I am working on a community solar project in the Town of Cortland and have been working with Brandy Williams who recommended I reach out to you. I would like to get your feedback on this project especially regarding the driveway access that is located off Barber Greene Rd. (Co 27). I would like to know if the proposed location of this driveway access is acceptable to you.

Please see the attached preliminary site plan for Aspasia Solar Project, LLC. The actual proposed lat and lon of the driveway entrance is 41°56'58.36"N and 88°40'55.36"W. I want to point out that we originally had the driveway access off Somonauk Rd and through feedback from the Town of Cortland, we have updated the design. I want to also note that this site plan is still preliminary, and we are working with ComEd to move the electrical access that you see off Somonauk Rd. We believe that we can move this to Barber Greene Rd alongside our access driveway but are waiting for ComEd to verify.

Activity on a proposed access driveway would primarily be during construction (approximately 4-6 months) and then for the life of the facility it would just be monthly maintenance typically by a pickup truck.

We are excited to be working in the City of Cortland and are hoping to move the project

through the Special Use permit process.

Please let me know if you have any questions about the project and I look forward to your feedback.

Thank you for your time-
Cindy



Cindy Larson O'Neil

(c) 952.486.1538

cindy@cultivate-power.com

Section 466.APPENDIX D Levels 1 to 4 Contract**STANDARD AGREEMENT FOR INTERCONNECTION
OF DISTRIBUTED ENERGY RESOURCES FACILITIES WITH A
CAPACITY LESS THAN OR EQUAL TO 10 MVA**

This agreement (together with all attachments, the “Agreement”) is made and entered into this 16th ~~Sixth~~ day of October, by and between Aspasia Solar Project, LLC (“interconnection customer”), as a **limited liability** corporation organized and existing under the laws of **the State of Delaware** and registered in Illinois and Commonwealth Edison Company, (“Electric Distribution Company” or “EDC”), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party”, or collectively as the “Parties”.

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed energy (DER) resources or is proposing a generating capacity addition to an existing DER facility, consistent with the interconnection request application form completed by interconnection customer on 2/14/2023; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the DER facility; and

Whereas, interconnection customer desires to interconnect the DER facility with EDC's electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved interconnection requests for DER facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Energy Resources Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the DER facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.
- 1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.
- 1.6 Responsibilities of the Parties
 - 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.
 - 1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
 - 1.6.3 The interconnection customer shall construct, own, operate, and maintain its DER facility and interconnection facilities in accordance with this Agreement.
 - 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
 - 1.6.5 The interconnection customer agrees to design, install, maintain and operate its DER facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.
- 1.7 Parallel Operation Obligations

Once the DER facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.
- 1.8 Metering

The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.

1.9 Reactive Power

- 1.9.1 Interconnection customers with a DER facility larger than or equal to 1 MVA shall design their DER facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a DER facility smaller than 1 MVA shall design their DER facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
- 1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the DER facility.
- 1.9.3 If the interconnection customer does not operate the DER facility within the power factor range specified in Attachment 4, or does not operate the distribute generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default under this Agreement, and the terms of Article 6.5 apply.

1.10 Standards of Operations

The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the DER facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the DER facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the DER facility after the EDC ceases to energize the line section to which the DER facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the DER facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the DER facility.

Article 2. Inspection, Testing, Authorization, and Right of Access**2.1 Equipment Testing and Inspection**

The interconnection customer shall test and inspect its DER facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its DER facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

2.1.1 The EDC shall perform a witness test after construction of the DER facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days' notice of the planned commissioning test for the DER facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the EDC, the EDC shall deliver in writing a detailed technical description of all deficiencies of the DER facility identified by the EDC during the witness test. The interconnection customer has 30 business days after receipt of the written description to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the DER facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the DER facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the DER facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test. During and leading up to the witness test, the EDC shall not limit the interconnection customer's ability to test the DER facility during normal working hours except for safety and reliability reasons.

2.1.3 After the DER facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection

customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed and the EDC shall return the signed certificate of completion to interconnection customer no more than 10 business days after the date that the DER facility passes the witness test.

2.2 Commercial Operation

The interconnection customer shall not operate the DER facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

2.3 Right of Access

The EDC must have access to the disconnect switch and metering equipment of the DER facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the DER facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.

3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the DER facility, or if the interconnection customer fails to operate the DER facility in parallel with the EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the DER facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

3.4 Temporary Disconnection

A Party may temporarily disconnect the DER facility from the electric distribution system in the event one or more of the following conditions or events occurs:

3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the DER facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the DER facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the DER facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the DER facility and temporarily disconnect the DER facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. The EDC shall provide the interconnection customer with notice no less than 5 business days before an interruption due to scheduled maintenance, construction, or repair, or the EDC shall provide notice immediately if the scheduled maintenance, construction, or repair is scheduled less than 5 business days in advance. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.

3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.

- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the DER facility, if the EDC determines that operation of the DER facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the DER facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the DER facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the DER facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the DER facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC's compliance with Article 3 shall preclude any claim for damage for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3. Any dispute over whether the EDC complied with Article 3 shall be resolved in accordance with the dispute resolution mechanism set forth in Article 8.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The interconnection customer shall pay, or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the DER facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose DER facility caused the need for the distribution upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

- 5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 1, 2 or 3 review with EDC construction necessary for accommodating the DER facility and Level 4 reviews)
- 5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.
- 5.1.2 Unless waived by the interconnection customer, within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall pay the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.
- 5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.
- 5.2 Interconnection Customer Deposit
- Within 15 business days after signing and returning the interconnection agreement to the EDC, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities (the "Security Deposit"). However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-

upon third-party, with any interest to inure to the benefit of the interconnection customer. To the extent that this interconnection agreement is terminated for any reason, the EDC shall return all deposits provided by the interconnection customer, less any actual costs incurred by the EDC.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the DER facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

- 6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.
 - 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
 - 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
 - 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.
 - 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.
- 6.4 Force Majeure
- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
 - 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one

business day. The notification must specify the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

For DER facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about implementation or an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within 10 days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference. The informal process between the parties shall extend 30 days after the receipt of written notice, after which the dispute is deemed resolved and the timeframes for decisions within the interconnection process procedures described in Article 8.4 or files a formal complaint at the Commission prior to the end of the 30-day period.
- 8.4 If the parties are unable to resolve the dispute through the process outlined in Article 8.3, either party may submit the interconnection dispute to an Ombudsman for non-binding arbitration. The party electing non-binding arbitration shall notify the other party of the request in writing. The non-binding arbitration process is limited to 60 days, absent mutual agreement of the parties and the Ombudsman to a longer period.
- 8.5 Each party shall bear its own fees, costs and expenses and an equal share of the expenses of the non-binding arbitration.
- 8.6 Within 10 days after the conclusion of the procedures in Article 8.4, either party may initiate a formal complaint with the Commission and ask for an expedited resolution of the dispute. If the complaint seeks expedited resolution, any written recommendation of the Ombudsman shall be appended to the complaint. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

- 8.7 A party may, after good faith negotiations have failed, decline to pursue non-binding arbitration and instead initiate a formal complaint with the Commission. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.
- 8.8 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.
- 8.9 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

- 9.1 **Governing Law, Regulatory Authority, and Rules**
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.
- 9.2 **Amendment**
Modification of this Agreement shall be only by a written instrument duly executed by both Parties.
- 9.3 **No Third-Party Beneficiaries**
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 9.4 **Waiver**
- 9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the

rights under this Agreement terminated, shall not constitute a waiver or relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the DER facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish

to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices**10.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: Aspasia Solar Project, LLC
Attention: Nico Galletout
Address: 30 W Hubbard St, Suite 400
City: Chicago State: Illinois Zip: 60654
Phone: 312-971-8883 Fax: _____ E-Mail: il@cultivate-power.com

If to EDC:

EDC: Commonwealth Edison Company
Attention: DER Interconnection
Address: 2 Lincoln Center
City: Oakbrook Terrace State: IL Zip: 60181
Phone: 630-576-8158 E-Mail: interconnect@comed.com

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer

Interconnection
Customer: Aspasia Solar Project, LLC
Attention: Nico Galletout
Address: 30 W Hubbard St, Suite 400
City: Chicago State: Illinois Zip: 60654
Phone 312-971-8883 Fax _____ Email il@cultivate-power.com

If to EDC:

EDC: <u>Commonwealth Edison</u>		
Attention: <u>DER Interconnection</u>		
Address: <u>2 Lincoln Center</u>		
City: <u>Oakbrook Terrace</u>	State: <u>IL</u>	Zip: <u>60181</u>
Phone	Fax	E-Mail

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:				Aspasia Solar Project, LLC							
Attention:		Nico Galletout									
Address:		30 W Hubbard St, Suite 400									
City:		Chicago		State:		IL		Zip:		60654	
Phone:		312-971-8883		Fax:				Email:		il@cultivate-	
Phone				Fax				E-Mail		power.com	

EDC's Operating Representative:

Representative: Commonwealth Edison Company

Attention: Customer Operations

Address: ComEd - 2 Lincoln Center – Call Center

City: Oakbrook State: IL Zip: 60181

Phone 1-800-334-7661 Fax E-Mail

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Project Number: 23-01940

5000kW

Item 2.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Project Name: Aspasia Solar, LLC

DocuSigned by:
For the Interconnection Customer:



1D9BDB5C9F33410...

Name: Noah Hyte

Title: Authorized Person

Date: 09/12/2023

For EDC:

Name: Ilyas Mohiuddin

Title: Principal Contract Specialist

Date: 10/16/2023

Attachment 1

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

Applicable laws and regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a energy resources facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified by IEEE Standard 1547 Section 5.4 "Commissioning tests."

Distributed energy resources (DER) facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A DER facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

Distribution upgrades – A required addition or modification to the EDC's electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a DER facility. Distribution upgrades do not include interconnection facilities.

Electric distribution company or EDC – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities study – An engineering study conducted by the EDC to determine the required modifications to the EDC's electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any

other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

Governmental authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection customer, EDC or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems."

Illinois standard distributed energy resources Interconnection Rules – The most current version of the procedures for interconnecting distributed energy resources facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466

Interconnection agreement or Agreement – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the DER facility to the EDC's electric distribution system and the ongoing operation of the DER facility after it is connected to the EDC's electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a DER facility to the EDC's electric distribution system.

Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a DER facility. Collectively, interconnection facilities include all facilities, and equipment between the DER facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the DER facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection customer's request, on the required form, for the interconnection of a new DER facility, or to increase the capacity or change the operating

characteristics of an existing DER facility that is interconnected with the EDC's electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Load customer – An EDC customer whose primary business classification is not the production of electricity.

Parallel operation or Parallel – The state of operation that occurs when a DER facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the DER facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

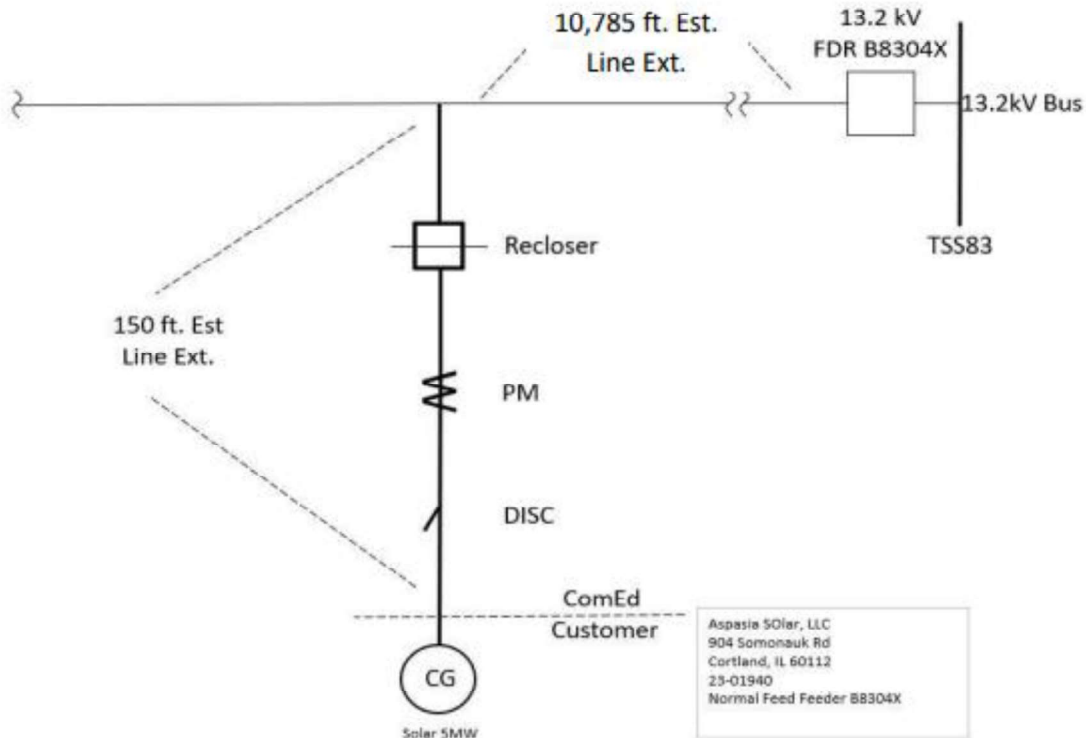
Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection customer and shall include the following:

1. The construction schedule for the DER facility.

The proposed construction schedule for the DER facility is identified in Attachment 3, Schedule for Customer Work.

2. A one-line diagram indicating the DER facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.



Attachment 3

Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities

This attachment is to be completed by the EDC and shall include the following:

1. Facilities Address/ Location: 904 Somonauk Rd, Cortland, Illinois 60112
2. Capacity: 5000 kW
3. Required interconnection facilities, including any required metering*.

B8304X Tie-In:

- Replace pole # 367173017 and build as “T-corner POI” pole
- Install midspan pole between poles# 354132002 & 354132240 and extend line B8304X approximately 9,535’ with 13.2kV 477 B AL up to customer site
 - Replace existing single circuit pole line (B8301) and build as double circuit pole line with 2-13kV lines approx. 8,208’ for B8304X and B8301
- Bore approximately 1250’ of 13.2kV 3-phase with 3-1/C-750 AL EXCCJ in 6” CPTPE conduit
- Install 4 poles at customer site and extend line B8304X approximately 150’ with 3-phase 477 BAL and 1/0 BAL neutral to accommodate new equipment
- Summary of utility impacts to the Distribution system:
 - (66) total overall pole installations (including 42 pole replacements)
 - (1) Tap pole installation
 - (1) 13.2kV guy pole (customer site)
 - (1) 13.2kV overhead DA Interrupter device installation (customer site)
 - (1) 13.2kV pole mounted primary meter installation (customer site)
 - (1) 13.2kV 600A normally closed disconnect (customer site)
 - Replace any associated 12kV distribution equipment
- Reconfigure existing 12kV line automation

TSS83 Modifications:

- Provide new relay settings as required at TSS83 affected by system changes
- Testing of any new or modified equipment to be performed by ComEd's Testing Group at TSS83 and at the DER site

Project Number: 23-01940

5000kW

4. An estimate of itemized costs charged by the EDC for interconnection, including overheads, is provided below*.

Cost Summary		
Labor		
Materials		
Indirects		
AIA		
Tax Gross Up		
Estimated Grand Total*		

**The scope of work and cost provided are intended to be an initial estimate based on information provided by the interconnection customer about its distributed generation system, and ComEd's engineering and design standards. The scope of work may be revised as location-specific conditions are identified during detailed design.*

5. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

Schedule for EDC Work:

Project Authorization:	Day 1 - The latter of execution of this agreement and receipt by the EDC of the security deposit set forth in Attachment 3.
Project Design	Day 20 - 254
Material Procurement:	Day 196 - 318
Construction – Feeder Tie-In:	Day 319 - 333
Constructions – Substations Modifications:	Day 334 - 341
Acceptance Testing:	Day 342 - 344

Schedule for Customer Work per Attachment 2, Step 1:

Schedule for Customer Work		
Milestone	Description	Schedule (on/before)
2.1	Submittal of remainder of 100% deposit date	10/30/23
2.2	Begin construction date	04/30/24
2.3	Generator step-up transformers receive back feed power date	07/01/24
2.4	Generating Test Date	09/02/24
2.5	Desired In-Service Date	12/03/24

6. Contingency Projects – Any contingencies noted: No

Other projects in the interconnection queue, upon which the scope, costs and schedule in Attachment 3 are contingent. This project may be required to include additional scope and costs to complete the EDC's interconnection facilities if a contingency project(s) withdraws from the interconnection queue.

Attachment 4

Operating Requirements for Distributed Energy Resources Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this DER interconnection and the conditions under which each listed specific operating practice applies.

See Articles 1,7 Parallel Operation Obligations 1.9, Reactive Power, 1.10, Standards of Operation and as identified in the prior studies.

Any additional operational practices listed below:

- 1) Customer Transformer(s) Connection(s) at PCC (13.2kV) - ComEd requires a Delta H.S. transformer winding for all customer connected transformers.
- 2) Customer Photovoltaic System Inverter Modules - Transient Overvoltage (TOV) Limits: Customer inverters shall not by their design or application while interconnected to the ComEd system cause transient overvoltages (TOV) which exceed ComEd 13.2kV line or equipment ratings during fault or switching operations. If the customer inverters cause objectionable overvoltages which exceed the ratings of the ComEd lines and equipment, then ComEd may require that the customer at their expense mitigate these issues to a level below the equipment design ratings.
- 3) Customer Equipment Short-Circuit Ratings - Customer equipment shall be rated for ultimate fault current levels: Ultimate 3 Phase - 6,700 Amps and Ultimate 1 Phase - 6,700 Amps.
- 4) Interconnections = 2.0MW using lab certified UL 1741 Inverters do not require any additional relay protection
- 5) All transformers require a high side protective operating device to operate under fault conditions.
- 6) ComEd Testing Group resources will be required to verify settings for required system protection prior to customer equipment being placed into service.
- 7) This photovoltaic installation shall only operate when it is connected to 13.2KV FEEDER B8304X , and when FEEDER B8304X is fed from its normal breaker at TSS83} .
- 8) Customer will be responsible to complete all subgrade and civil work on their property, if required for the interconnection facilities.
- 9) Customer will be responsible to purchase real estate or obtain the necessary right-of - way/ easements, to install the interconnection facilities.

Attachment 5

Monitoring and Control Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.
2. An internet link to the requirements documents.
3. The If applicable, a copy of any agreement between the interconnection customer and the EDC enabling the EDC to monitor and control the distributed energy resources facility in order to preserve distribution system reliability.

<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>

<http://standards.ieee.org>

Attachment 6

Metering Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the energy resources facility.

The specific metering requirements and equipment will be specified as part of the Detailed Engineering.

2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>

<https://www.comed.com/MyAccount/MyBillUsage/Pages/CurrentRatesTariffs.aspx>

Attachment 7

As Built Documents

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed energy resources facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

Attachment 8 Other Provisions

The Parties agree to the following terms and conditions in connection with the distributed generation facility.

- 1.1 Nothing in this Agreement shall constitute an express or implied representation or warranty on the part of EDC with respect to the current or future availability of transmission service or create any obligation on the part of EDC to accept deliveries of energy unless the interconnection customer or a third party taking delivery of such energy has arranged for transmission service with PJM Interconnection LLC, or its successor in interest, the organization that operates the EDC's transmission system ("PJM") in accordance with the PJM tariff and applicable laws and regulations. EDC may charge for service over its electric distribution system to deliver energy or power from the distributed generation facility to or from the facilities controlled or operated by PJM that are used to provide transmission service pursuant to the PJM tariff.
- 1.2 This Agreement does not constitute an agreement to interconnect the interconnection customer to a PJM point of interconnection.
- 1.3 The interconnection customer shall not be allowed to construct any facilities or install any equipment which will be owned or operated by the EDC, without the prior written consent of the EDC, which consent may be conditioned on the Parties negotiating and agreeing upon provisions to govern such construction or installation.
- 1.4 **Tax Status.** Based on information provided by the interconnection customer, EDC will make the determination as to whether all costs and other amounts payable, and property to be transferred, by interconnection customer to EDC under this Agreement (collectively, the "Paid Amounts") satisfy the tax law provisions for non-taxable status, as referenced in this Section 1.4. For any amounts that EDC determines do not qualify for non-taxable status, the interconnection customer shall comply with this Section 1.4, including without limitation paying the applicable income tax gross-up as set forth herein.
 - 1.4.1 **Tax Status**
 - A. To qualify for non-taxable treatment with respect to the Paid Amounts, the interconnection customer must meet all qualifications and requirements as set forth in the tax laws ("Non-Taxable Treatment"). The determination of whether the Paid Amounts qualify for Non-Taxable Treatment shall be made by EDC, based on the information furnished by interconnection customer to determine tax treatment under the relevant tax law provisions.
 - B. To the extent EDC reasonably determines that all or a portion of the Paid Amounts qualify for Non-Taxable Treatment, both Parties intend to treat such

amounts as non-taxable contributions from interconnection customer to EDC for federal and state income tax purposes. With respect to any such Paid Amounts, interconnection customer agrees to maintain Non-Taxable Treatment for such amounts, and interconnection customer shall remain subject to the terms of this Section 1.4, in any subsequent or interim agreement related to this Agreement. To the extent EDC determines that all or a portion of the Paid Amounts are taxable, interconnection customer agrees to pay the income tax gross-up amount referenced in this Section 1.4.

1.4.2 Tax Indemnity

For any amounts the Parties treat as non-taxable pursuant to Section 1.4.1, interconnection customer shall indemnify and hold harmless EDC for any costs or taxes, penalties, and interest that EDC incurs in the event that the IRS and/or a state taxing authority determines that the Paid Amounts are taxable income to EDC. In such an event, interconnection customer shall pay to EDC, on demand, the amount of any income taxes that the IRS or a state taxing authority assesses EDC in connection with the Paid Amounts, plus any applicable interest and/or penalties assessed EDC. In the event that EDC in its sole discretion chooses to contest such assessment and prevails in reducing or eliminating the tax, interest and/or penalties assessed against it, EDC shall refund to interconnection customer the excess of the amount paid to EDC pursuant to this Section 1.4 over the amount of the tax, interest and penalties for which EDC is finally determined to be liable. Interconnection customer's tax indemnification obligation under this section shall survive any termination of this Agreement or of any subsequent or interim agreement related to this Agreement.

1.4.3 Income Tax Gross-Up

- A. In the event that interconnection customer does not establish to EDC's satisfaction within 15 days of the execution of this Agreement (the "Specified Date") that the Paid Amounts are or will be non-taxable, interconnection customer shall increase the amount of the Security Deposit to include any amounts described under this Section 1.4 regarding income tax gross-up.
- B. The required increase in the Security Deposit shall equal the amount necessary to permit EDC to pay all applicable income taxes ("Current Taxes") on the amounts to be paid by interconnection customer under this Agreement after taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), with respect to such amounts. For this purpose, Current Taxes shall be computed based on the composite federal and state income

tax rates applicable to EDC at the time the Security Deposit is increased, determined using the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting EDC’s anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital. EDC may draw on the Security Deposit on a quarterly basis based on the Paid Amounts received by EDC.

- C. Interconnection customer must provide the increase in the Security Deposit, in a form and with terms as acceptable to EDC, within 15 days of the Specified Date unless EDC notifies interconnection customer otherwise. The requirement for the increase in the Security Deposit under this Paragraph shall be treated as a milestone for purposes of Attachment 3 of this Agreement.
 - D. Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this Agreement is intended to adversely affect any entity’s tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.
 - E. In the event, and to the extent, (i) EDC subsequently determines that amounts for which interconnection customer has paid EDC are non-taxable, and (ii) EDC successfully obtains a refund of federal and/or state income tax originally paid with respect to such amounts, EDC shall timely return such amounts to the interconnection customer. For purposes hereof, EDC may make such a determination in light of subsequent IRS guidance, or other relevant authority. In the event of a successful refund claim by EDC, EDC shall return the remaining Security Deposit attributable to this Section 1.4, but no more than it obtains from the relevant taxing authority, less any reasonable fees incurred to secure such tax refund, to interconnection customer.
- 1.5 If any of EDC’s facilities, in addition to those described in Section 2.3, are or will be located on interconnection customer’s property, EDC shall have access to such facilities at all times and when practical, the EDC shall provide notice to the interconnection customer prior to using its right of access. Upon EDC’s completion of final, detailed engineering, if EDC identifies any facilities which will be located on interconnection customer’s property and requests written property rights in order to have such access, the interconnection customer shall provide such rights.
- 1.6 Interconnection customer shall also be responsible for paying in full to EDC all approved FERC and ICC rates and charges applicable to interconnection customer’s connection to and usage of the electric distribution system, if any.

- 1.7 Interconnection customer shall not disclose any information labeled “CEII” or “Critical Energy Infrastructure Information” or other information labeled “Confidential” obtained pursuant to or in connection with this Agreement to any third party without the express written consent of the EDC, provided that interconnection customer may produce such information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or governmental agency upon reasonable notice to the interconnection customer.
- 1.8 Each of the Parties shall provide the other party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained. Each Party agrees to inform the other Party’s representatives of safety rules applicable to an area.
- 1.9 If project authorization has not been granted by the Interconnection Customer per Attachment 3, Description, Costs and Time Required to Build and Install the EDC's Interconnection Facilities within one (1) year after the execution of this agreement, this agreement will no longer be effective.
- 1.10 Article 5.1.2 of the Interconnection Agreement shall be modified as followed;

The parties agree Article 5 Section 1.2 is stricken in its entirety and replaced with, “Within 120 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.”

RE:	Letter of Intent to Ground Lease Real Property for Solar Farm Development on Somontauk Rd, Cortland, Illinois (the "<u>Transaction</u>").
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Dear Tad Simpson,

This Letter of Intent ("LOI") expresses the intent of Cultivate Power, LLC ("Tenant"), to ground lease approximately 229 acres of the land located on Barber Greene Rd and Somontauk Rd, Cortland, Illinois more fully described in Exhibit A ("Property"). Below are the general terms under which Tenant proposes to lease the Property.

A. Proposed Terms. This LOI expresses the Parties' interest in the proposed lease of the Property on the terms outlined below:

1. Key Terms.

a. Parties	
Landlord:	Tad Simpson(LNL 4 Ever, LLC)
Tenant:	Cultivate Power, LLC
b. Property	
Location:	Barber Greene Rd, Sycamore, IL. And Somontauk Rd, Cortland, Illinois 60112
Acreage:	229
c. Rent	
Rent Rate:	
Annual Escalator	
Payment Schedule:	Biannual
d. Diligence Period	
Initial Diligence Period (days):	
Initial Diligence Period Fee:	
First Extended Diligence Period (days):	
First Extended Diligence Period Fee:	
Second Extended Diligence Period (days)	
Second Extended Diligence Period Fee:	
Third Extended Diligence Period (days)	
Third Extended Diligence Period Fee:	
e. Lease Term	
Initial Term:	20 years
Term Extensions:	4 x 5 years

2. Use. Tenant shall be solely responsible for the installation, maintenance and removal of the solar equipment.

3. Due Diligence Period. Due Diligence Period shall commence upon execution of an Agreement for Solar Energy Ground Lease (the "Lease") for the duration set forth in Section 1. Initial Due Diligence Fee shall be non-refundable and paid within thirty (30) business days of the effective date. Landlord shall maintain full access and use of the Property during the Due Diligence Period.

B. Conditions

The effectiveness of the Transaction would be subject to satisfaction of the following conditions, among others:

1. Agreement for Solar Energy Ground Lease. The preparation, negotiation, execution and delivery of the Lease, which must be satisfactory in form and substance to each of the parties.

2. License for Access. Upon execution of the Letter of Intent, Landlord shall permit Tenant and its affiliates, along with its/their agents or contractors, access to the property for the purpose of completing its due diligence.

3. Due Diligence. Tenant's receipt of satisfactory due diligence inspections, reports and studies relative to the property, including but not limited to an approval for interconnection with the utility and a project site survey. Additionally, Landlord shall cooperate with Tenant regarding any additional reasonable information requests. Unless otherwise indicated, all costs of such reports, studies, and permits shall be borne by the Tenant.

4. Zoning. Tenant's receipt of verification of appropriate permit for construction of solar facility, such cost shall be Tenant's responsibility.

5. Expenses. Whether or not the lease contemplated by this LOI is consummated, each party will each bear its respective costs and expenses. Neither party shall be liable for or pay any costs or expenses incurred by the other for negotiation of this LOI or the Lease.

6. Confidentiality. Tenant's and Landlord's position as described in this LOI is made with the understanding that it will be treated in confidence and that no disclosure will be made without Tenant's or Landlord's prior consent, except as otherwise required by law.

7. Public Announcement. Each party agrees not to make any such public disclosures without the prior written consent of the other party as to the content and timing of such disclosure; *provided, however*, that either party may make such disclosures as are required to comply with applicable law.

8. Binding Intent. This LOI shall not constitute a legally binding obligation on either Landlord or Tenant, except for the provisions of (i) **Conditions B.5, B.6 and B.7** which shall be

binding and enforceable obligations on each party, and (ii) **Condition B.9** which shall be binding and enforceable obligations on Landlord.

9. **Exclusivity Period**. Landlord agrees that until the earlier of (a) the full execution of the Lease, or (b) 100 days after the execution of this LOI, Landlord shall withdraw the Property from the market and shall not conduct any negotiations or discussions with third parties concerning the possible sale or lease of the Property.

If the contents of this LOI are acceptable to you, and correctly set forth our understanding, please so indicate by signing this LOI and returning it to us at your earliest convenience.

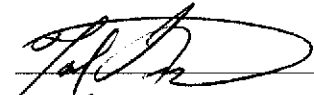
LANDLORD:

Agreed and Accepted:

By:

Print Name:

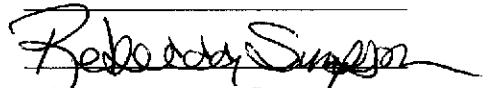
Date:


TAD Simpson
7 Feb 2023

By:

Print Name:

Date:


Rebecca Simpson
02-07-2023

TENANT:

Agreed and Accepted:

CULTIVATE POWER, LLC

By:

Print Name:

Title:

Date:


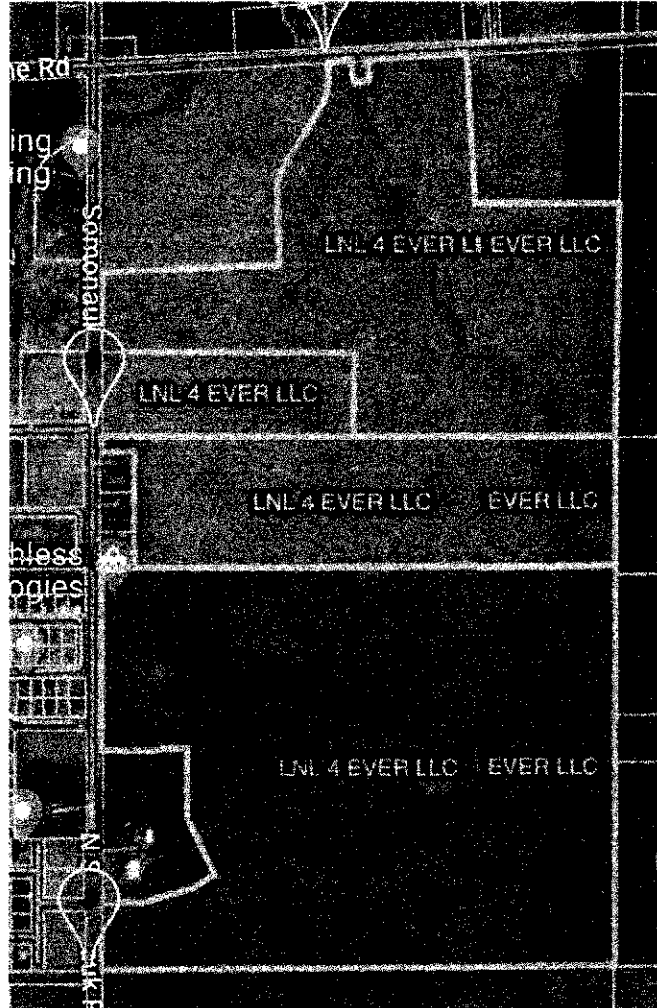

Nicolas Galletout
Authorized Person
2/14/23

Exhibit A

Proposed Lease Area

Approximately 229 acres along Somonauk Rd, Cortland, IL
PIN 0917400002, 0917200021, 0917200015, 0917400010



In accordance with 9-10-6. – Procedures, C. Report of Hearing; Within thirty (30) days following the hearing, the plan commission shall transmit to the town board a written report giving its findings as to compliance of the proposed special use with the standards governing special uses and giving its recommendation for action to be taken by the town board.

9-10-3. – Standards

A special use permit shall be granted only if evidence is presented to establish that:

A. The proposed structure or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community;

B. The proposed structure or use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare;

C. The proposed structure or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations.

D. Such other standards and criteria as are established by the ordinance for a particular special use as set forth in section 9-10-4 of this chapter and as applied to planned developments as set forth in chapter 7 of this title (Ord. 2008-03, 1-28-2008) – NOT APPLICABLE

9-10-5. – Conditions

The plan commission may recommend and the town board may impose such conditions or restrictions upon the location, construction, design and operation of a special use including, but not limited to, provisions for off street parking spaces and the duration of such permit, as they shall respectively find necessary or appropriate to secure compliance with the purpose and intent of this title and other standards set forth herein. (Ord. 2008-03, 1-28-2008)

MEMORANDUM

TO: Planning Commission

FROM: Brandy Williams, Engineer and Zoning Administrator

DATE: April 25, 2024

SUBJECT: PC 24-01: Request a Special Use Permit on the subject property to construct, operate, and maintain a Solar Farm on PINs 09-17-200-023 and 09-17-400-012 Cortland IL 60112

APPLICANT/ Aspasia Solar Project, LLC, applicant
OWNER: LNL 4 EVER, Landowner

On March 7th, 2024, a Public Hearing was held by the Planning Commission on the Aspasia Solar Project, LLC request for a Special Use Permit to construct, operate, and maintain a Solar Farm on PINs 09-17-200-023 and 09-17-400-012. The Planning Commission voted to recommend denial of the request and forwarded its recommendation to the Town Board. This was considered by the Town Board at its meeting on April 8th, 2024, at which time the applicant presented information regarding the impact on real estate values adjacent to solar farm projects. Due to the introduction of this additional information submitted by the applicant, the Town Board voted to send the matter back to the Planning Commission for further evaluation and recommendation in accordance with Section 9-10-6.D of the Town Code.

The Petitioner's request for a Special Use Permit must be specifically weighed based upon the Standards for granting a Special Use Permit under Section 9-10-3 of the Town Code. The standards are as follows:

- A. Is the proposed structure or use at the particular location requested necessary or desirable to provide a service or a facility which is in the interest of the public, and will it contribute to the general welfare of the neighborhood or community?
- B. Will the proposed structure or use have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare?
- C. Will the proposed structure or use be designed, arranged, and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations?

Elements from previously presented and newly heard information should be considered by the Plan Commission now for adherence to the above applicable standards. It is important that the Plan Commission specifically identify facts in support of, or against, the relevant standards in making its recommendation to the Town Board.

Staff offers the following comments to assist the Plan Commission with respect to its consideration of the application for a special use to locate its proposed solar farm on the subject location south of Barber Greene Road and east of Somonauk Road:

- 1) From a planning standpoint, the anticipated 40-year lease invokes potential municipal planning concerns related to road networks and infrastructure connectivity. Upon development, the area east of Somonauk

Memorandum – Special Use Permit Request, Aspasia Solar Project LLC
April 25, 2024

Road between Barber Green Road and Cortland Center Road may best be served by the extension of Tallgrass Parkway east. Tallgrass Parkway, a boulevard, is one of only two cross streets on this segment of Somonauk Road. The second cross street, Stonegate Avenue, is a short 200-foot street that only serves residential districting beyond it and not suitable for a through street. Should this project be constructed as presented, the extension of Tallgrass Parkway would be unfeasible from a cost-benefit analysis impacting the planning of approximately 200 acres. While not determinative of whether a solar farm is viable and appropriate at the subject location, these items may be considered in the Plan Commission's evaluation of the standards cited above.

- 2) The infrastructure framework may similarly be impacted by the proposed project. If built as specified, a limitation on the placement of utilities within the footprint of the solar farm could therefore restrict connectivity along the eastern boundary of the corporation limits in this quadrant.
- 3) It is anticipated vehicular traffic north on Somonauk Road and on Barber Green Road will see significant increases in the future. The intersection of the two will be a high visibility, well-traveled crossing. In its consideration of the required standards associated with granting this Special Use permit, the Planning Commission should take into consideration its site location. The currently zoned commercial parcel at the southeast corner of this intersection indicates the potential in this area for a desirable commercial district. Limiting road and infrastructure connectivity, or raising its cost, may be deemed detrimental by restricting development or delaying development.

The Town Board has requested that the Planning Commission evaluate the further information provided by the Petitioner at its next meeting and it may consider any further public input as well. It should deliberate on the totality of all information presented by the Petitioner, making specific findings of fact in addition to conclusions regarding the standards, and forward its updated recommendation to the Town Board. Within 30 days of delivery of this recommendation, the Town Board shall act on the request. In the event that the Planning Commission recommends against the issuance of the special use, it may be issued only upon the favorable vote of 2/3 of all the members of the Town Board. (Section 9-10-6 of the Town Code).

Respectfully Submitted,



Brandy Williams
Engineer and Zoning Administrator

**TOWN OF CORTLAND
DEKALB COUNTY, ILLINOIS**

TOWN OF CORTLAND
ORDINANCE NO. 2024-__

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ASPASIA SOLAR PROJECT, LLC TO OPERATE A SOLAR FARM ON 103.49 ACRES OF LAND LOCATED SOUTH OF BARBER GREENE ROAD AND EAST OF SOMONAUK ROAD, PINS 09-17-200-023 AND 09-17-400-012, IN THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

**ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE TOWN OF CORTLAND**

This ____ day of ____, 2024

Published in pamphlet form by the authority of the President and Board of Trustees of the Town of Cortland, DeKalb County, Illinois, this ____ day of ____, 2024

ORDINANCE 2024-__

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ASPASIA SOLAR PROJECT, LLC TO OPERATE A SOLAR FARM ON 103.49 ACRES OF LAND LOCATED SOUTH OF BARBER GREENE ROAD AND EAST OF SOMONAUK ROAD, PINS 09-17-200-023 AND 09-17-400-012 IN THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS

WHEREAS, a petition has been filed by Aspasia Solar Project, LLC an Illinois Limited Liability Company, with the permission of the property owner, LNL 4Ever, LLC, seeking a Special Use Permit to operate a solar farm on certain property located south of Barber Greene Road and east of Somonauk Road within the Town of Cortland; and

WHEREAS, the petition of Aspasia Solar Project LLC for said special use permit was made in accordance with the provisions of the zoning chapter of the Cortland Town Code; and

WHEREAS, public notice of a public hearing to consider the requested Special Use Permit application was published in the Daily Chronicle on February 20, 2024, and proper notice was sent by mail to proximate property owners in accordance with Sec. 9-9-2.B of the Cortland Town Code; and

WHEREAS, on March 7, 2024, the Planning Commission held a public hearing at which time the Petitioner and other members of the public offered testimony regarding the requested Special Use Permit; and

WHEREAS, at the request and direction of the Town Board, on May 2, 2024, the Planning Commission held a follow up meeting and accepted further information from the Petitioner, and accepted further comment from the public regarding concerns and issues raised with respect to the Special Use Permit; and

WHEREAS, the Planning Commission has tendered an updated Finding of Fact and Recommendation to the Cortland Board of Trustees, and recommends approval of the proposed special use subject to conditions, by a vote of 5 aye, 0 nay, and 1 absent; and

WHEREAS, in accordance with Section 9-10-6 of the Town Code, the Board of Trustees hereby accepts the report and Finding of Fact submitted by the Plan Commission and determines that all requirements for the special use have been met; specifically finding that the evidence presented establishes the following:

1. The proposed structure or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community;

2. The proposed structure or use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare;

3. The proposed structure or use will be designed, arranged and operated so as to permit

the development and use of neighboring property in accordance with the applicable district regulations; and

WHEREAS, the Board of Trustees adopts and incorporates the contents of the Recommendation Letter and Findings of Fact to the Town of Cortland Board of Trustees PC 24-01 attached hereto as Exhibit “A,”.

NOW THEREFORE BE IT ORDAINED by the Board of Trustees of the Town of Cortland, Illinois, as follows:

Section 1. That the Special Use Permit requested by Petitioner shall accordingly be granted for the operation of a solar farm by Aspasia Solar Project, LLC on 103.49 acres of land located upon parcels denoted as PINs 09-17-200-023 and 09-17-400-012, south of Barber Greene Road and east of Somonauk Road in the Town of Cortland, further incorporating in entirety the Recommendation Letter and Finding of Fact to the Town of Cortland Board of Trustees PC 24-01 attached as Exhibit “A” as findings of the Board of Trustees in this Section 1.

Section 2. That such grant of the Special Use Permit shall be subject to the following conditions:

1. That Petitioner shall submit an amended Site Plan addressing roadway and infrastructure connectivity east of Somonauk Road which shall be subject to the approval of the Town Engineer.
2. That Petitioner shall comply with all federal, state, and local laws including Section 9-4-34 of the Cortland Town Code.

Section 3. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage and publication as provided by law.

PASSED BY THE BOARD OF TRUSTEES of the Town of Cortland, Illinois, at a regular meeting thereof held on the _____ day of _____, 2024, and approved by me as Mayor on the same day.

AYE:

NAY:

ABSENT:

Mark Pietrowski
Mayor

ATTEST:

Cheryl Aldis
Town Clerk

**RECOMMENDATION LETTER AND FINDINGS OF FACT
TO THE TOWN OF CORTLAND BOARD OF TRUSTEES
PC 24-01**

To: Cortland Board of Trustees

From: Cortland Planning Commission

Date: May 9, 2024

Subject: Request for Special Use Permit for a Solar Energy System on PIN 09-17-200-023 and PIN 09-17-400-012, both located south of Barber Greene Road and east of Somonauk Road Cortland, IL

Applicant: Aspasia Solar Project, LLC
30 W. Hubbard, Suite 400
Chicago, IL 60654

The Cortland Planning Commission conducted a Public Hearing on March 7, 2024, at 7:00 p.m. at the Cortland Town Hall, 59 S Somonauk Road, Cortland, Illinois. The purpose of the Public Hearing involved consideration of the request by Aspasia Solar Project, LLC as applicant, for request of a Special Use Permit in accordance with Title 9, Chapter 10, Section 6B of the Cortland Town Code regarding the property located at East Barber Greene Road, Cortland, Illinois. The 103.49-acre site is located south of Barber Greene Road and east of North Somonauk Road comprised of PIN 09-17-200-023 and PIN 09-17-400-012. The applicant is requesting a Special Use Permit on the subject property to construct, operate, and maintain a Solar Farm as set forth in Title 9, Chapter 4, Section 34 of the Cortland Town Code.

The Planning Commission voted to recommend denial of the request and forwarded its recommendation to the Town Board. This was considered by the Town Board at its meeting on April 8, 2024, at which time the applicant presented information regarding the impact on real estate values adjacent to solar farm projects. Due to the introduction of this additional information submitted by the applicant, the Town Board voted to send the matter back to the Planning Commission for further evaluation and recommendation in accordance with Section 9-10-6.D of the Town Code.

On May 2, 2024 at 7:00 p.m. at the Cortland Town Hall, 59 S. Somonauk Road, Cortland, Illinois the Planning Commission reviewed and considered the material and information presented at the public hearing. The Standards and Conditions set forth in Title 9, Chapter 10 were evaluated and Points of Consideration were itemized and read into the record by Clerk Aldis. A motion was made and seconded to accept the Standards and Findings of Fact. The motion passed. A second motion was made and seconded to recommend that the Town Board conditionally approve the request for a Special Use Permit. The motion passed.

Yea: 5

Nay: 0

Absent: 1

Review of Standards for Special Use Permit (9-10-3)

The standards were read into the record by Clerk Aldis.

Commissioners deliberated, discussed, and reviewed the standards associated with approval of a special use, which are as follows:

- A. The proposed structure or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community, **Concurrence of the Planning Commission.**
- B. The proposed structure or use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare, **Concurrence of the Planning Commission.**
- C. The proposed structure or use will be designed, arranged, and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations. **Concurrence of the Planning Commission.**
- D. Such other standards and criteria as are established by the ordinance for a particular special use as set forth in section 9-10-4 of this chapter and as applied to planned developments as set forth in chapter 7 of this title (Ord. 2008-03, 1-28-2008). **Not applicable to this application, concurrence of the Planning Commission.**

Findings of Fact

Upon deliberation of the relevant standards with respect to the proposed special use to operate a solar farm at the subject location, the Commissioners find as follows:

- A. The proposed structure or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community. The information provided shows an increase in the property tax base. Certain neighbors to the north and west have removed their objections to the project. No additional adverse comments, beyond those of Ms. Dahlquist, have been received. The general welfare of the neighborhood and community is supported by increasing the property tax base.
- B. The proposed structure or use will not have an adverse effect upon the adjacent property, the character of the neighborhood, and other matters affecting the public health and general welfare. Certain neighboring property owners to the north and west have removed their objections to the project.
- C. The proposed structure or use will be designed, arranged, and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations. There is no adverse impact relating to this solar development and the project will help increase sustainable development.

- D. Such other standards and criteria as are established by the ordinance for a particular special use as set forth in section 9-10-4 of this chapter and as applied to planned developments as set forth in chapter 7 of this title. Not applicable to this application.

Conditions

- Approval by the Town Engineer of an amended site plan addressing roadway and infrastructure connectivity east of Somonauk Road.
- Compliance with all federal, state, and local laws including Section 9-4-34 of Town Code.

Points of Consideration

- Consider a solar plan with a third-party consultant and guidance ensuring best interest of the Town is taken into consideration.
- The Planning Commission acknowledges the applicant's willingness to address direct benefit to the Cortland community.

Mr. Barnhart moved to approve Standards and Findings of Fact as read, including Conditions and Points of Consideration, seconded by Mr. Haughee.

Roll call vote as follows:

Yea: Commissioners Brad Lawson, Joelle Morken, Robert Barnhart, Mark Hedrick, and Alex Haughee
 Nay: None
 Absent: Commissioner Vicky Torres

Motion carried.

Recommendation

Mr. Barnhart made a motion to recommend the Town Board approve the Special Use Permit on the Proposed Property PIN (09-17-200-023; 09-17-400-012) for the use of a solar farm with the two conditions as read, seconded by Mr. Haughee.

Roll call vote as follows:

Yea: Commissioners Brad Lawson, Joelle Morken, Robert Barnhart, Mark Hedrick, and Alex Haughee
 Nay: None
 Absent: Commissioner Vicky Torres

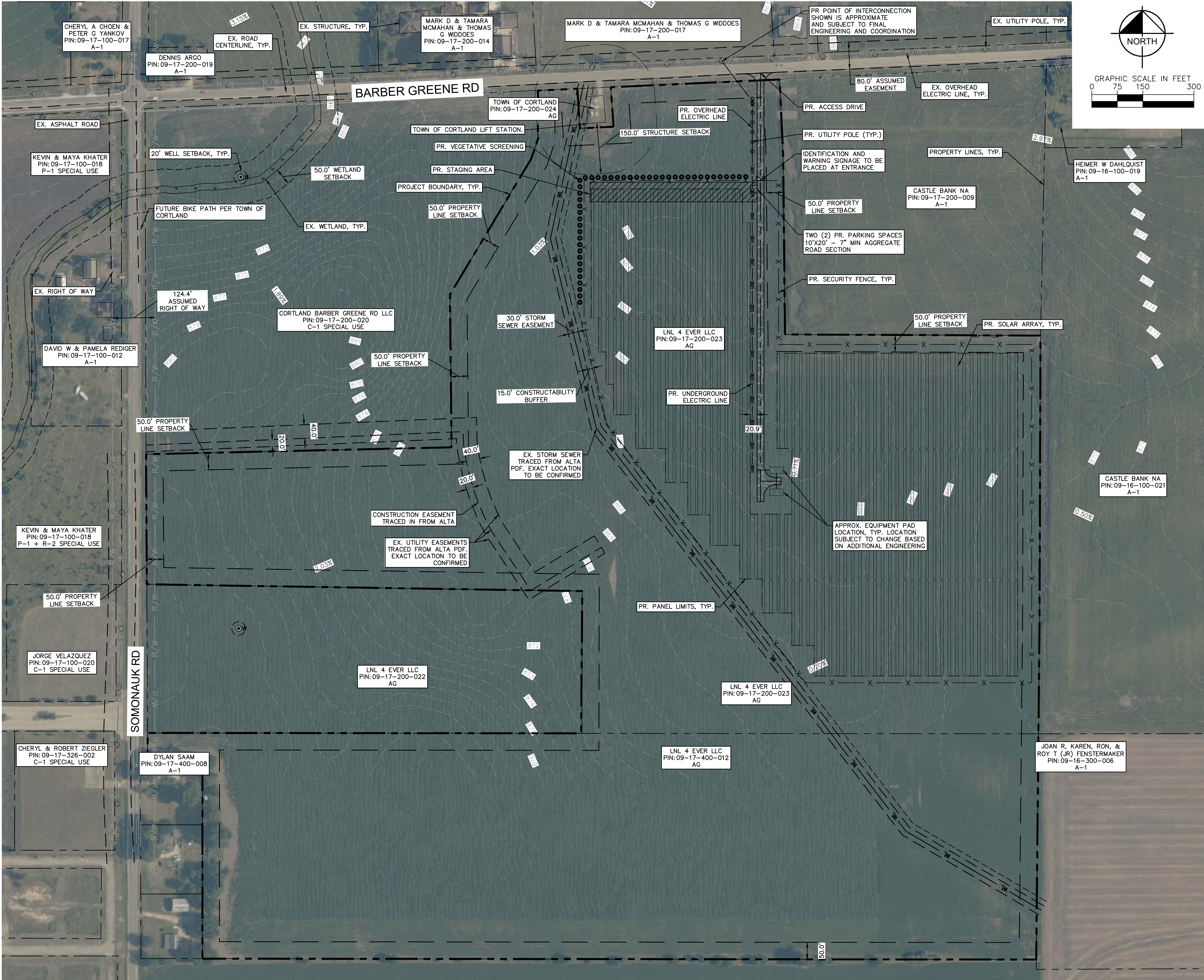
Motion carried, and the recommendation of conditional approval of the proposed special use shall be forwarded to the Town Board for consideration at its May 13, 2024, meeting.

Respectfully Submitted,



Mark Hedrick, Chairman
 CORTLAND PLANNING COMMISSION

Drawing name: K:\GIS\DEA\368262030_Cultivate_Aspasia_Vapasia_Zoning_Site_Plan.dwg May 09, 2024, 10:37am by: James Elliott
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



VICINITY MAP

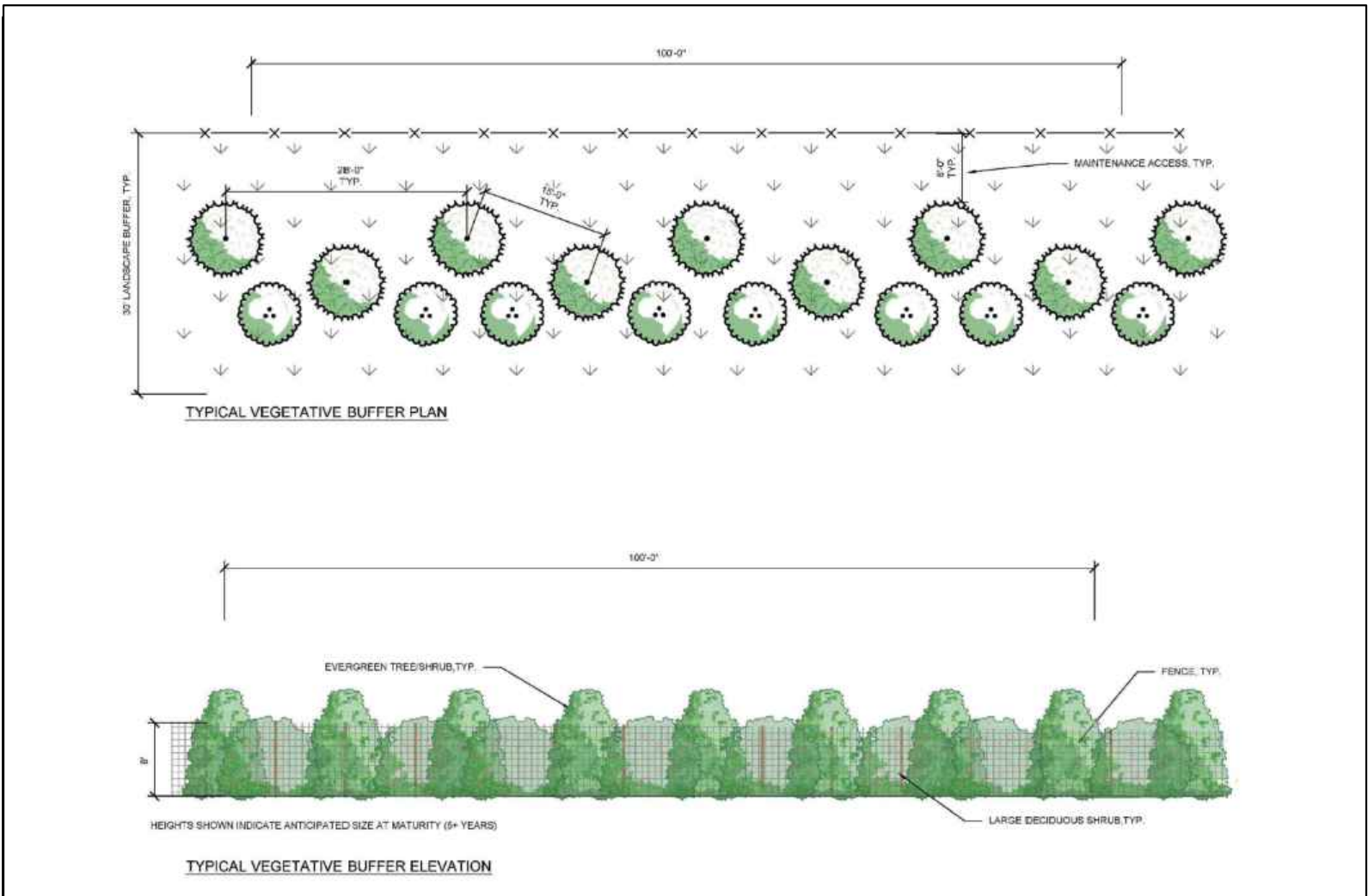
SITE DATA TABLE	
PIN #	0917200023 & 0917400012
PROPERTY OWNER	LNL 4 EVER LLC
SITE ADDRESS	BARBER GREENE RD, CORTLAND, IL 60112
ZONING JURISDICTION	TOWN OF CORTLAND
CURRENT LAND USE	AG
PROPOSED USE	SOLAR ENERGY SYSTEM
PROJECT BOUNDARY AREA	103.5 ± AC
AREA WITHIN FENCE	29.8 ± AC
PRELIMINARY SOLAR AREA	24.1 ± AC
PROPERTY LINE/RIGHT OF WAY SETBACK	50'

LEGEND

ROAD CENTERLINE (TRACED PER AERIAL)	---
ROAD LABEL	N 2200TH ST
PROJECT BOUNDARY (PER KMZ FILE, PROVIDED BY CULTIVATE POWER ON 03/06/2023)	---
ROAD RIGHT OF WAY (TRACED PER DEKALB COUNTY GIS ON 08/08/2023)	R/W
PROPERTY LINE (TRACED PER DEKALB COUNTY GIS ON 08/08/2023)	---
PROPERTY LINE/STREET SETBACK (PER ILLINOIS HOUSE BILL 4412)	---
EXISTING RESIDENCE/STRUCTURE (TRACED PER AERIAL)	WL
EXISTING PIPELINE	---
EXISTING EASEMENT	---
STRUCTURE SETBACK (ASSUMED)	---
EXISTING OVERHEAD ELECTRIC (TRACED PER AERIAL)	EX OHE
UTILITY POLE (TRACED PER AERIAL)	○
EX. WELL (PER UI WATER GIS, DOWNLOADED 08/08/2023)	● W
WELL CONSTRUCTABILITY BUFFER (ASSUMED)	↓ ↓ ↓
EX. WETLAND (DOWNLOADED PER NWI ON 08/07/2023)	---
CONSTRUCTABILITY BUFFER	---
PR. FENCE	X X
PR. PANEL LIMITS	---
PR. OVERHEAD ELECTRIC	OW
PR. UNDERGROUND ELECTRIC	USE USE USE
PR. GRAVEL ACCESS ROAD	---
PR. UTILITY POLE	○
PR. EQUIPMENT PAD	□
PR. SOLAR ARRAY	---
PR. STAGING AREA	□
PR. VEGETATIVE SCREENING	⊗ ⊗ ⊗
EX. ASPHALT ROAD (TRACED PER AERIAL)	---

*ZONING SITE PLAN IS BEING SUBMITTED FOR SPECIAL USE PERMIT TO CONSTRUCT/OPERATE A SOLAR FARM ENERGY FARM

- ### NOTES
- THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE REVIEW AND APPROVAL BY THE TOWN OF CORTLAND TO CONSTRUCT A SOLAR ENERGY SYSTEM.
 - THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING DEKALB COUNTY, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
 - SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17037C0260E) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
 - THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
 - PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
 - CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
 - CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
 - THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
 - SITE WILL HAVE NO DEDICATIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDING(S)/STRUCTURE(S), OR STORMWATER MANAGEMENT FACILITIES.
 - STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. REQUIREMENTS TO BE DETERMINED DURING FINAL ENGINEERING.
 - SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.
 - COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
 - THERE SHALL BE NO EXTERIOR LIGHTING.
 - SETBACKS SHOWN ON THIS PLAN ARE BASED ON THE TOWN OF CORTLAND SOLAR ORDINANCE.
 - THE NATIONAL WETLAND INVENTORY WAS SEARCHED AND WETLANDS WERE FOUND ON THE PROPERTY. A MORE DETAILED WETLAND INVESTIGATION WILL BE DONE DURING FINAL ENGINEERING.
 - SITE WILL SEEK AND OBTAIN ALL NECESSARY ROAD-USE AGREEMENTS FOR ANY COUNTY OR TOWNSHIP ROAD-USE PRIOR TO START OF CONSTRUCTION.
 - ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION. SITE WILL MEET THE TOWN OF CORTLAND STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL PROVISIONS DURING THE FINAL ENGINEERING.
 - PANELS SHALL NOT EXCEED 10 FEET IN HEIGHT WHEN ORIENTED AT MAXIMUM TILT. ALL OTHER EQUIPMENT SHALL NOT EXCEED 15 FEET IN HEIGHT.
 - A QUALIFIED ENGINEER SHALL CERTIFY THE FOUNDATION AND DESIGN OF THE SOLAR PANELS RACKING DURING FINAL ENGINEERING.
 - SITE TO CONSIST OF NATIVE PERENNIAL VEGETATIVE GROUND COVER.



Item 2.

DATE

REVISIONS

No.

CULTIVATE POWER

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
570 LAKE COOK RD SUITE 200
DEERFIELD, IL 60015
WWW.KIMLEY-HORN.COM

PRELIMINARY NOT FOR CONSTRUCTION

KHA PROJECT	ORIGINAL DATE	SCALE	AS SHOWN	HAS	MLL	JCC
	08/10/2023					

ZONING SITE PLAN

ASPASIA SOLAR PROJECT, LLC

TOWN OF CORTLAND, IL

SHEET NUMBER

EX-1

93



Town of Cortland

Agenda Request

Item 3.

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☒ **RESOLUTION** ☐ **ORDINANCE** ☐ **INFORMATION** ☐ **OTHER**

DATE PREPARED: 05/07/2024

FOR MEETING ON: 05/13/2024

DESCRIPTION/TITLE: RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE

REQUIRED ACTION: THE BOARD VOTE TO APPROPRIATE REBUILD ILLINOIS FUNDS IN THE AMOUNT OF \$80,376.72 FOR THE PURPOSE OF RESURFACING STREETS (NORTH SPRUCE STREET AND WEST AMBER AVENUE)

STAFF/COMMITTEE RECOMMENDATION: STAFF RECOMMENDS AUTHORIZATION AS THIS PROJECT IS IN THE APPROVED BUDGET AND IMPROVEMENT PLAN

STATEMENT OF CONCERN/SUMMARY:

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☐ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by:

Approved by:

Date

f:\engineering and zoning\2024\board meetings\051324\n spruce st rbi agenda request.doc



Resolution for Improvement
Under the Illinois Highway Code

Item 3.

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Res 2024-

Section Number

BE IT RESOLVED, by the Board of the Town

Governing Body Type

Local Public Agency Type

of Town of Cortland

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
North Spruce Street	0.15		W Pine Ave	W Carol Ave
W Amber Avenue	0.1		N Spruce St	N Nina St

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Mill and HMA overlay and other incidental work

2. That there is hereby appropriated the sum of eighty thousand three hundred seventy six and 72/100

Dollars (\$80,376.72) for the improvement of

said section from the Local Public Agency's allotment of ~~Motor Fuel Tax~~ funds.

ReBuild Illinois

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cheryl Aldis

Town

Clerk in and for said Town

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Town of Cortland

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

of Town of Cortland

at a meeting held on May 13, 2024

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Town of Cortland

Agenda Request

Item 4.

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR

☐ RESOLUTION ☒ ORDINANCE ☐ INFORMATION ☐ OTHER

DATE PREPARED: 05/06/2024

FOR MEETING ON: 05/13/2024

DESCRIPTION/TITLE: INSTALL NO PARKING SIGNAGE ON THE EAST SIDE OF THE 0-50 BLOCK OF S. LLANOS ST.

REQUIRED ACTION: INSTALL NO-PARKING SIGNS ON THE EAST SIDE OF THE 0-50 BLOCK OF S. LLANOS ST., ONE SIGN BETWEEN RAILROAD ST AND THE ALLEY, AND ONE BETWEEN THE ALLEY AND NORTH ST.

STAFF/COMMITTEE RECOMMENDATION: INSTALL NO-PARKING SIGNS ON THE EAST SIDE OF THE 0-50 BLOCK OF S. LLANOS ST., ONE SIGN BETWEEN RAILROAD ST AND THE ALLEY, AND ONE BETWEEN THE ALLEY AND NORTH ST.

STATEMENT OF CONCERN/SUMMARY: NEIGHBORS PARKING ON THE PARKWAY HAS DAMAGED THE AREA AND A RESIDENT'S YARD.

AGENDA PLACEMENT:

☐ BOARD REVIEW OF PENDING BUSINESS ☐ NEW BUSINESS ☐ CONCERNS ☐ STAFF REPORTS
☐ COMMITTEE OF THE WHOLE ☐ PRESIDENT'S REPORT ☐ CONSENT AGENDA ☐ UNFINISHED BUSINESS
☐ PUBLIC HEARING

Prepared by:

Approved by:

Date

k:\town board\agendas\agendas 2024\5a. may 13, 2024\agenda request (current format) llanos.doc

PROPOSED SIGN CHANGE

RECOMMENDED ADDITION OF SIGNS:

“NO PARKING HERE TO CORNER”

S. LLANOS ST. 0-50 BLOCK

On the east side of the street, one is between Railroad St. and Alley, and one is between the Alley and North St.

GJOVIK FORD, Inc.

12950 E US Rte 34
Plano, IL 60548

Visit us online at:
gjovikford.com

Tel (630)552-8058
Fax (630)925-7575

To whom it may concern:

The 10-speed transmission requested(44B) has compatibility issues with (99C).
Therefore, transmission (44U) must be ordered in it's place.

Thank you,

Keegan Gjovik
630-925-7605
kgjovik@gjovikford.com

Purchase Agreement



Keegan Gjovik
Gjovik Ford
12950 EAST U.S. 34
Plano, IL 60545

Buyer	Co-Buyer	Vehicle
Town Of Cortland Joel Summerhill 100 South Llanos Cortland, IL 60112 D: (815) 756-9684, C: (815) 739-1449 water-sewer@cortlandil.org		2025 Ford Explorer VIN: Stock #: Mileage: Color:

Purchase Details	
Sales Price:	\$58,557.00
Accessories:	\$0.00
Service Contract:	\$0.00
Government Fees:	\$15.00
Proc/Doc :	\$358.03
Total Taxes:	\$0.00
Total Sales Price:	\$58,930.03
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$58,930.03

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer:

On approved credit.

Printed 4/29/24 5:06 PM



DEKALB COUNTY HIGHWAY DEPARTMENT

Office of
County Engineer
1826 Barber Greene Road
DeKalb, Illinois 60115

NATHAN F. SCHWARTZ, P.E.
County Engineer

Office Phone: (815) 756-9513
Fax: (815) 756-8705

April 25, 2024

Mr. Joel Summerhill
Town of Cortland
PO Box 877
Cortland, IL 60112

Dear Mr. Summerhill,

DeKalb County currently participates in the State of Illinois procurement process to secure rock salt for the upcoming winter season, orders have been requested through this department for those that wish to participate and continue to purchase salt through the Highway Department.

Intergovernmental cooperation is in the public's best interest to protect all entities involved, an IGA is recommended and often required. We have enclosed an Intergovernmental Agreement for salt purchasing with DeKalb County/DeKalb County Highway Department which we ask for your Road District, Municipality or other entity to review, complete and return to this department for current and future salt purchasing. Please return by June 1st if possible.

If you are not the current person to authorize this IGA please pass along to the Mayor, President or Clerk.

If you have any questions, please do not hesitate to call this Department and speak with Stacy Richardson.

Very truly yours,

Nathan F. Schwartz, P.E.
County Engineer

SRR/Encl

BRAD HUNOLD
Assistant County Engineer

STACY RICHARDSON
Support Services Manager

JOSH MERCHANT
Operations Manager

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF JOINT SALT PURCHASING FOR THE TOWN OF CORTLAND IN DEKALB COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("*the Agreement*") is entered into by and between the County of DeKalb, a unit of local government of the State of Illinois ("*DeKalb County*") and the Town of Cortland ("*Local Agency*"), a unit of local government of the State of Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Local Agency and DeKalb County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Local Agency is desirous of DeKalb County's assistance to participate with the State of Illinois through the Central Management Services (CMS) solicitation for the rock salt joint purchase master contract; and

WHEREAS, DeKalb County and the Local Agency have determined that in regards to the purchasing and invoicing, DeKalb County shall handle the primary facets of the bidding and contracting process through CMS.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. DeKalb County's responsibilities are as follows:

- a. DeKalb County will place the initial contract order request with CMS for soliciting a contracted low bid price on a timely basis as requested by the Local Agency.
- b. DeKalb County will place delivery orders as requested from the Local Agency throughout the term of each salt season.

- c. DeKalb County will notify the Local Agency of the awarded low price given by the CMS solicitation process and ordering start date for each season.
- d. DeKalb County will oversee through CMS that the salt vendor complies with the rules and regulations directed by the State of Illinois contract.
- e. DeKalb County will pay the Vendor's invoice per the contract agreement on behalf of the Local Agency to then submit an invoice for full reimbursement to each Local Agency.
- f. Upon salt product deliveries, DeKalb County, through the DeKalb County Highway Department, shall provide the Local Agency with an invoice for full reimbursement costs to be paid by the Local Agency in a timely manner.
- g. DeKalb County shall provide no less than one invoice after the end of the winter season to the Local Agency and no more than one invoice per month during the contract period.

Section 3. The Local Agency agrees to the following:

- a. The Local Agency shall appropriate and earmark funds prior to making an initial contract order so as to have funds available upon invoicing by DeKalb County.
- b. The Local agency will receive between 80% and 120% of their initial contract order request amount.
- c. The Local Agency has the right to request the DeKalb County Highway Department invoice no less than one invoice after the end of the winter season and no more than one invoice per month during the contract period.
- d. The Local Agency shall accept the low bidder's price awarded by the CMS solicitation process.
- e. Upon receipt of invoices(s) by the DeKalb County Highway Department, the Local Agency agrees to reimburse DeKalb County for the entire Local Agency costs after receipt of an invoice for same and approval for payment through routine processing by the Local Agency at their next scheduled meeting following receipt.

Section 4. General Terms & Conditions:

- a. The failure of the Local Agency to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by the Local Agency hereunder. Further, in the event the Local Agency fails to timely make a scheduled payment, which the agency is required to perform under this Agreement,

DeKalb County shall notify the agency in writing and allow the agency thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, DeKalb County will consider the agency to be in Default under this Agreement. Upon the occurrence of a Default, DeKalb County may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. The agency further agrees to reimburse DeKalb County for all attorneys' fees and costs incurred by DeKalb County related to DeKalb County's enforcement of this Agreement.

- b. The failure of DeKalb County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by DeKalb County hereunder. Upon the occurrence of a Default, the agency may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. DeKalb County further agrees to reimburse agency for all attorneys' fees and costs incurred by agency related to agency's enforcement of this Agreement.
- c. The Local Agency agrees to indemnify, defend and hold harmless the DeKalb County, its elected official, its duly appointed official, agents, employees and representatives, and the DeKalb County Highway Department, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands arising from and relating to the Local Agency's purchase and use of rock salt on roadways and other activities as contemplated in this agreement.
- d. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
- e. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to DeKalb County:

DeKalb County Engineer
1826 Barber Greene Road
DeKalb, Illinois 60115

If in regards to Section 4 of this agreement a copy shall be sent to the State's Attorney's Office at 133 W State St, Sycamore, IL 60178.

If to Local Agency: Town of Cortland
 PO Box 877
 Cortland, IL 60112

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

- f. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Illinois, Twenty-Third Judicial Circuit, State of Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired thereby.
- g. The Local Agency and DeKalb County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach. No endorsement or statement on any check or correspondence accompanying a check for payment shall be deemed as an accord and satisfaction and DeKalb County may accept such payment without prejudice to its rights to recover the balance of agency costs still owed.
- h. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- i. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- j. Nothing contained in this Agreement, nor any act of DeKalb County or the Local Agency pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving DeKalb County and the Local Agency.

- k. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- l. The Term of Agreement shall commence as of April 1, 2024 and remain in effect until the end of DeKalb County's contract with CMS or the final reimbursement payment is received by DeKalb County from the Local Agency, whichever is later.
- m. DeKalb County and Local Agency each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

County of DeKalb, a unit of local
Government, of the State of Illinois

Town of Cortland, a unit of local
Government, of the State of Illinois

By: _____
DeKalb County Board Chair

By: _____
Town of Cortland Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
DeKalb County Clerk

By: _____
Town Clerk



OFFICE OF THE COUNTY CLERK AND RECORDER

DEKALB COUNTY, ILLINOIS

TASHA SIMS

110 East Sycamore Street
 Sycamore, Illinois 60178
 (815) 895-7149
 (815) 895-7148 (fax)

April 30, 2024

Town of Cortland
 Cheryl Aldis, Town Clerk
 59 S. Somonauk Rd.
 Cortland, IL 60112

Dear Town Clerk Aldis,

The DeKalb County Raffle and Poker Run Ordinance regulates and controls the conduct of raffles and poker runs within the unincorporated areas of DeKalb County and within the corporate limits of any municipality that is a party to any intergovernmental cooperation agreement with the county.

If the Town of Cortland no longer has a process in place for the issuance of raffle and/or poker run licenses and does not have an ordinance in place that prohibits raffle and/or poker run activity, our office can issue licenses for activity within your municipality.

Please confirm this agreement by completing the section below and returning this form to our office.

Thank you,

Tasha Sims
 DeKalb County Clerk & Recorder

☐ Yes, our municipality issues raffle / poker run licenses.

☐ No, our municipality does not issue raffle / poker run licenses and the DeKalb County Clerk may issue licenses for activity in our jurisdiction.

If situation is something other than above, please explain (or contact our office): _____

Printed Name: _____ Signature: _____ Date: _____

*Please return via email (countyclerk@dekalbcounty.org), fax (815-895-7148) or by mail to the address listed above.



Public Works Department Monthly Report April 2024

Listed below is a summary of the activities of the Public Works Department for April

STREETS, PROPERTIES, AND STORM SEWER

- Patched potholes as needed.
- Removed dead pine tree from CCP.
- Started mowing operations on all town properties.
- Repaired storm sewer inlet on Spruce St
- Dirt and seeded excavation areas
- Completed sidewalk grinding in various areas in town.
- Assembled new chairs for board table.
- Installed radar speed signs in various areas as requested by the PD.

EQUIPMENT/VEHICLE MAINTENANCE AND REPAIRS

- Squad 17 – Change battery on ticket printer.
- Engineer 15 – Oil Change
- Water Truck 1- Oil Change
- Street 06 – Installed new strobe lights.
- Street 04 – Installed new strobe lights.
- Replaced broken boards on trailer.

TRAINING

Travys L. and Mike R. attended mosquito larvicide training.

Jeff L. and Tom P. attended Watercon.

Joel S attended training for the new utility billing portal.

Travys L., Mike R., Tom P., and Tom B. attended flagger training.

All staff completed annual sexual harassment prevention training.

All staff completed skid steer safety training.

WATER AND WASTEWATER

GENERAL

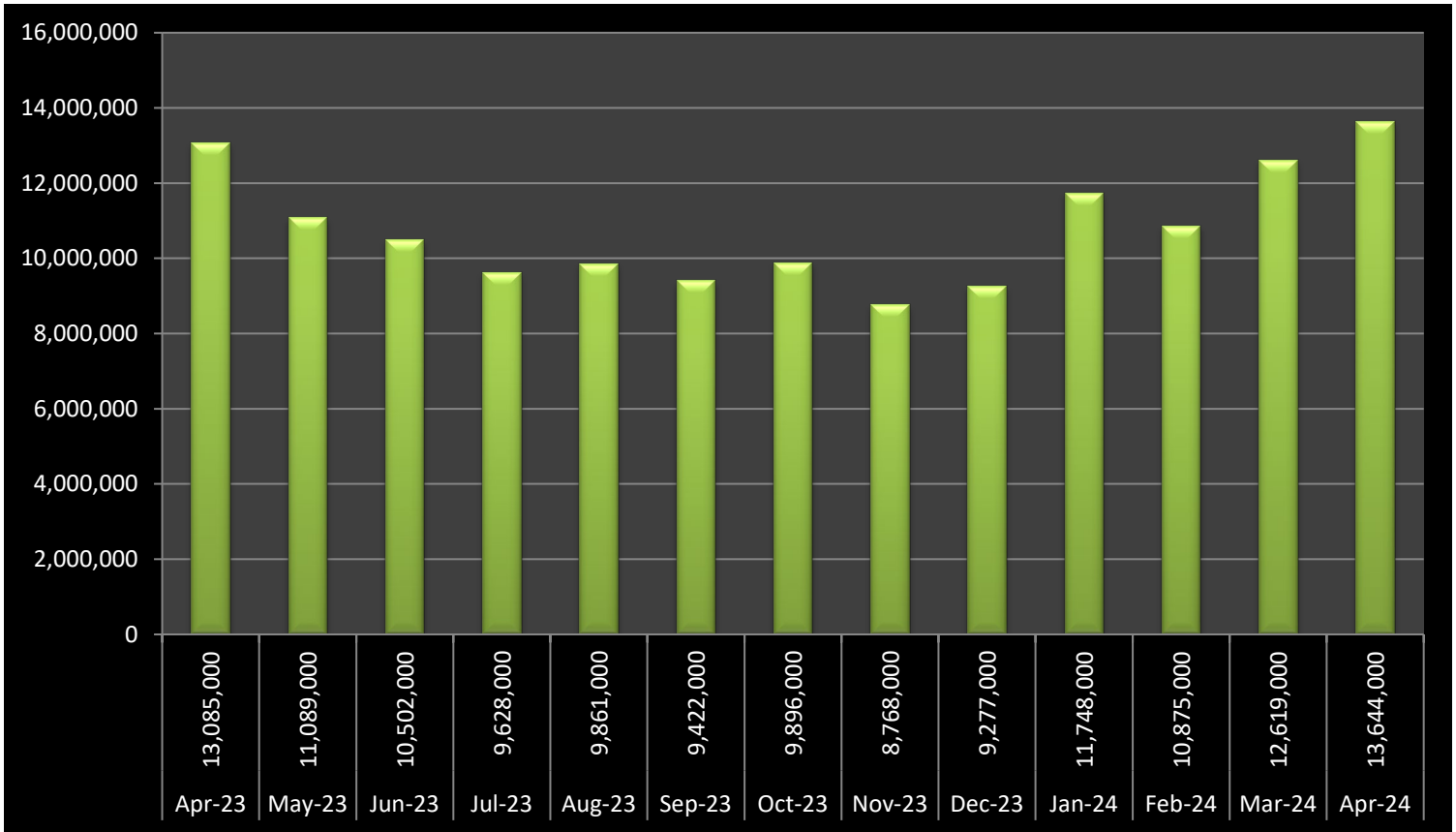
- Completed work orders for:

Shut-Off Service:	0
Turn On Service:	1
Final Read:	18
Courtesy Read:	0
Julie Locate Requests:	89
New Meters Installed:	1
Existing Meters Replaced with New Meters:	11
Other:	
Final Inspections:	
Total Work Orders:	31

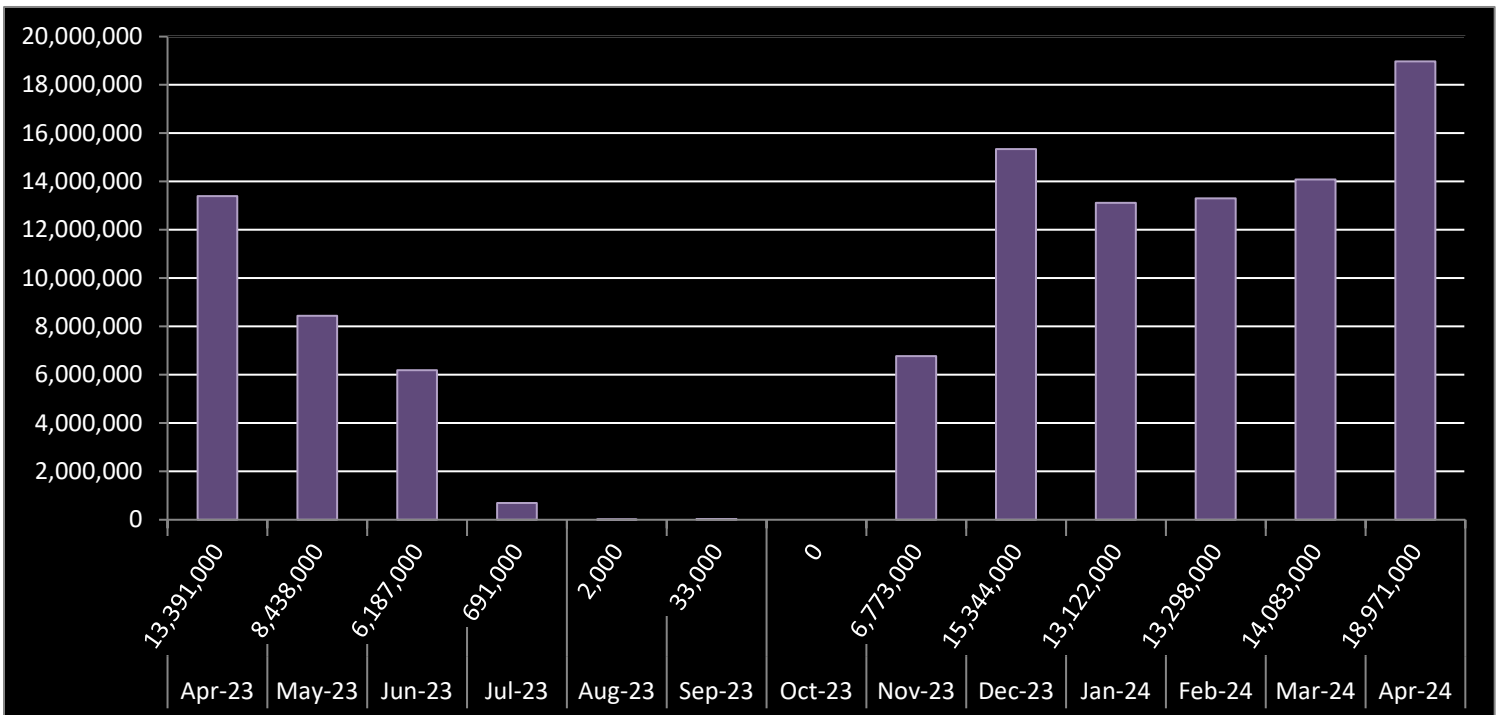
WASTEWATER

- Approx. 13,644,000 gallons flowed into the treatment plant.
- Approx. 18,971,000 gallons were discharged.
- The Discharge Monitoring Report (DMR) was completed and filed with the IEPA.
- Completed monthly wastewater sampling.
- Completed normal sewer main jetting.
- Sprayed the fence line at the STP.
- Repaired 12 aerators in cell 1.

INFLUENT



EFFLUENT

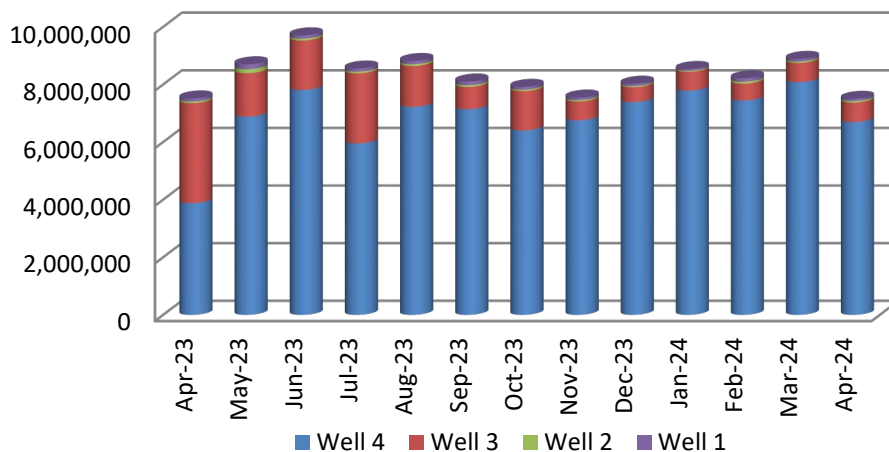


WATER

- Completed daily lab samples related to water quality. (pH, Fluoride, Chlorine, Hardness)
- Monthly chemical injection reports were complete and mailed to the IEPA.
- Completed monthly sampling.
- Met with the IEPA for the sanitary survey.
- Completed meter reading for utility billing.
- Completed the annual Consumer Confidence Report
- Repaired a water service leak on Llanos St.



Well Pumpage



Well 1	75,000
Well 2	55,800
Well 3	675,000
Well 4	6,696,200

Total pumpage of treated water from wells for April 2024: 7,502,000

2024 MONTHLY PERMITS ISSUED	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Yearly Total
NEW CONSTRUCTION													
RESIDENTIAL	2	2	2	1									7
INDUSTRIAL / COMMERCIAL BLDG													0
SALT SHED													0
REMODELING/RENOVATION													
ELECTRICAL / ELEC SERVICE UPGRADE		1											1
PLUMBING			2	2									4
HVAC				1									1
REMODEL / REPAIR / ALTERATION													0
REPLACEMENT DOORS													0
REPLACEMENT WINDOWS			1	2									3
ROOF		3	8	9									20
SIDING				2									2
ADDITION													0
RADON MITIGATION													0
DEMOLITION													
GARAGE													0
HOUSE													0
INDUSTRIAL / COMMERCIAL BLDG													0
OTHER		1											1
MISCELLANEOUS													
ELECTRICAL - WATER TOWER													0
FIRE ALARM SYSTEM													0
FIRE SPRINKLER SYSTEM													0
IRRIGATION SYSTEM ELECTRICAL													0
WATER SERVICE													0
HOT WATER HEATER													0
SITE GRADING		1											1
ALL OTHER IMPROVEMENTS													
DECK				3									3
DRIVEWAY / DRIVEWAY EXT				2									2
EXCAVATION													0
FENCE	1	1	1	3									6
FIREPLACE													0
GARAGE													0
OUTDOOR FIREPLACE/ PATIO WALL													0
PERGOLA/GAZEBO													0
PARKING LOT NEW													0
PARKING LOT ADDITION		1											1
PAVING													0
POOL / HOT TUB													0
PORCH				1									1
RAMP													0
SHED													0
SIGN	1												1
SOLAR PANELS - RESIDENTIAL													0
SOLAR PANELS - COMMERCIAL													0
STAIRS & HANDRAILING			1										1
CONCRETE STEPS/STOOP													0
STORAGE BUILDING													0
UTILITY PERMIT													0
WHOLE HOUSE GENERATOR													0
TOTAL	4	10	15	26	0	0	0	0	0	0	0	0	55