VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, October 01, 2025 at 6:00 PM

108 West Main Street and Virtually

©

To access meeting from any device: https://global.gotomeeting.com/join/671034949

Or by (Toll Free): 1 866 899 4679 | Access Code: 671-034-949

1. **RECORDING OF THE MEETING**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **ESTABLISHMENT OF A QUORUM**
6. **MEETING GUIDELINES**

   Discussion and Vote to Allow an Absent Trustee to Vote By Phone or Other Allowable Means.
7. **DISCLOSURE OF ANY CONFLICT OF INTEREST**
8. **CHANGES TO AGENDA**
9. **PUBLIC COMMENT**

   It is recommended that a written request to address the Village Board by non-members should be submitted via mail, hand delivery, or the Village Website to the Village of Winnebago Office located at 108 West Main Street, Winnebago, Illinois, 61088, by 12:00 Noon on the day of the meeting scheduled by the Village authorities in which the speaker would like to participate. Alternatively, speakers may fill out the form at the meeting to sign up for public comment. Each speaker is limited to three (3) minutes. A maximum of thirty (30) minutes shall be allowed for public comment at each meeting.
10. **CONSENT AGENDA**

    Items included in the consent agenda will be denoted with an asterisk (*). All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and placed on the *active agenda to be discussed and approved separately. The Consent Agenda for this meeting includes; **11a, 12a***

11. APPROVAL OF MINUTES

a. ***Approval of Board Trustees Meeting Minutes from September 17, 2025

12. APPROVAL OF BILLS

a. *Approval of Invoices Presented for Payment $31,697.13

13. PRESIDENT

a. Mike Mudge of Rock River Energy- Community Solar, and Village Electrical Rate Renewal

14. CLERK'S REPORT

15. TREASURER'S REPORT

16. ADMINISTRATIVE REPORTS

17. QUESTIONS FROM TRUSTEES/STAFF

18. PUBLIC WORKS COMMITTEE/REPORTS/REQUESTS

a. 2025 MAIN STREET PROJECT BID APPROVAL

19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS

20. POLICE COMMITTEE/REPORTS/REQUESTS

21. FINANCE COMMITTEE/REPORTS/REQUESTS

22. LIQUOR COMMITTEE/REPORTS/REQUESTS

23. ADMINISTRATIVE TEAM/REPORTS/REQUESTS

24. ZONING COMMISSION/REPORTS/REQUESTS

25. EXECUTIVE SESSION (CLOSED SESSION) Pursuant to 5ILCS 120/2(c)

26. NEW BUSINESS

27. TABLED/DEFERRED ITEMS

28. UPCOMING MEETINGS

a. Board of Trustees Meeting: October 15, 2025

b. Committee of the Whole Meeting: October 15, 2025

29. ADJOURNMENT

Posted: September 24, 2025 at 3:30 p.m. at 108 W. Main Street, Winnebago, IL and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491

Agenda Item Executive Summary

Item Name	Consent Agenda Items	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The consent agenda is a streamlined process for addressing routine, non-controversial items that require the board's approval. By consolidating these items into one agenda item, the board can focus on more substantive discussions and decision-making. The items typically included in the consent agenda are those that have been thoroughly reviewed and require minimal discussion, such as approval of meeting minutes, routine contracts, policy updates, approval of invoices to be paid, and administrative matters.

Board members are provided the opportunity to review these items in advance, and any member can request to have an item removed for further discussion. Upon approval, these items are adopted collectively without separate debate.

The consent agenda is designed to enhance board efficiency while ensuring that all necessary approvals are granted in a timely manner.

ATTACHMENTS (PLEASE LIST)

N/A

ACTION REQUESTED

☐For Discussion Only

☐ Resolution

☐ Ordinance

☒ Motion:

MOTION: I MOVE TO APPROVE THE ITEMS ON THE CONSENT AGENDA, INCLUDING APPROVAL OF BOARD MINUTES FROM SEPTEMBER 17, 2025 AND APPROVAL OF INVOICES PRESENTED FOR PAYMENT

Staff:	Rachel Windgassen, Administrative Assistant	Date:	10/01/25

The Board of Trustees Meeting of the Village of Winnebago scheduled at 6:00 p.m. was postponed until at least 7:15 p.m. when a quorum can be present. Village Administrator Joseph Dienberg and Village Clerk Sally Huggins were present from 6:00 p.m. until the start of the meeting.

The Board of Trustees of the Village of Winnebago met in person September 17, 2025, at 7:24 P.M. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

ROLL CALL: ACKERMAN –GRAHAM - SPRINGER - present
KIM - LEFEVRE – MCKINNON - absent

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Public Works Director Chad Insko, Treasurer Dana Novinson, Lieutenant Nick Haff.

5. ESTABLISHMENT OF A QUORUM - A quorum was established.
6. MEETING GUIDELINES
7. DISCLOSURE OF ANY CONFLICT OF INTEREST - No conflict of interest was noted.
8. CHANGES TO THE AGENDA
   Item 13b. Presentation by Mike Mudge of Rock River Energy was removed.
9. PUBLIC COMMENT – No one from the public requested the opportunity to address the board.
10. CONSENT AGENDA
   A motion was made by MR. GRAHAM, seconded by MR. ACKERMAN to approve the Consent Agenda items. The motion carried on a unanimous roll call vote of those present.
   11a. Approval of Board Trustees Meeting Minutes of September 03, 2025
   12a. Approval of Invoices Presented for Payment September 17, 2025 $ 57,355.22
13. PRESIDENT
   a. President's Report – August and September were included in the packet.
14. CLERK – No items to report
15. TREASURER'S REPORT
   a. Treasurer's Report - August reports included in the packet.
16. ADMINISTRATIVE REPORTS – Included in the packet.
17. QUESTIONS FROM TRUSTEES/STAFF - There were no questions from Trustees or Staff
18. PUBLIC WORKS COMMITTEE/REPORT/REQUESTS

Mr. Dienberg noted that the vehicle purchased approved by Resolution 2025-19R has been purchased. The check was issued and a vehicle on the lot was purchased at a lesser cost of $4,000.00 and the color was white. The approved vehicle would have cost more because of tariffs and would not have been available until next year.

   a. The 2025 Main Street Project remains open and may not take place until next year.
   b. A motion was made by Mr. ACKERMAN, seconded by MR. GRAHAM to adopt Resolution 2025-28R RESOLUTION AUTHORIZING SUPPORT AND COMMITMENT OF FUNDS for the Safe Route to School.
      Motion carried on a unanimous roll call vote of those present.
19. COMMUNITY DEVELOPMENT COMMITTEE/REPORTS/REQUESTS
   a. A motion was made by MR. KIM, seconded by MR. ACKERMAN to adopt Resolution 2025-26R A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A DEVELOPMENT AGREEMENT FOR SITE PLAN REVIEW AND PUBLIC IMPROVEMENTS AT 209 W. MAIN STREET. Motion carried on a unanimous roll call vote.
   b. A motion was made by MR. MCKINNON, seconded by MR. LEFEVRE to adopt Resolution 2025-27R A RESOLUTION AUTHORIZING THE EXTENSION OF THE LETTER OF CREDIT FOR PEAK STORAGE. Motion carried on a unanimous roll call vote.

20. POLICE COMMITTEE/REPORTS/REQUESTS – No items for discussion.
21. FINANCE COMMITTEE/REPORTS/REQUESTS – No items discussed.
22. LIQUOR COMMITTEE/REPORTS/REQUESTS - No items for discussion.
23. ADMINISTRATIVE TEAM/REPORTS/REQUEST
    a. A Motion was made by MR. ACKERMAN, seconded by MR. GRAHAM to adopt Ordinance 2025-16 AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE CONTRACT AND BY-LAWS DOCUMENT OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND AUTHORIZING MEMBERSHIP IN THE IPBC BY THE VILLAGE OF WINNEBAGO. Motion carried on a unanimous roll call vote of those present.
24. ZONING COMMISSION/REPORTS/REQUESTS -
25. ATTORNEY
    a. The Board was reminded to be cautious using their phone during a meeting because of the Freedom of Information Act rules.
26. EXECUTIVE SESSION (CLOSED SESSION) – pursuant to 5ILCS 120/2(c) – None needed.
27. NEW BUSINESS

    Mr. Dienberg noted Friday is the deadline for registration for the Illinois Municipal League annual conference.
28. TABLED/DEFERRED ITEMS – none
29. UPCOMING MEETINGS

    The next Board meeting will be on October 01, 2025, at 6:00 p.m., followed by the Committee of the Whole Meeting.
30. ADJOURNMENT

    A motion was made by MR. ACKERMAN, seconded by MR. SPRINGER, to adjourn at 7:44 p.m. The motion carried on a voice vote.

UNAPPROVED

____

Sally Jo Huggins, Village Clerk

Warrant List

October 01, 2025

Board Meeting

Warrant List

Section 1: Invoices Presented for Approval -$31,697.13

Section 2: Invoices over $5,000 - $7,057.67

** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

October 01, 2025

Invoices Presented

For Board Approval

Total Invoices: $31,697.13

VENDOR SET: 01 Village of Winnebago, IL

BANK: AP AP BANK

DATE RANGE:10/01/2025 THRU 10/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000265	DELTA DENTAL - RISK							
I-013202509032687	ACCOUNT	D	10/01/2025	256.89		002142		
I-013202509172696	ACCOUNT	D	10/01/2025	289.55		002142		
I-014202509032687	ACCOUNT	D	10/01/2025	54.17		002142		
I-014202509172696	ACCOUNT	D	10/01/2025	61.25		002142		661.86
000458	STANDARD INSURANCE COMPANY							
I-011202509032687	GROUP #00164416	D	10/01/2025	327.05		002143		
I-011202509172696	GROUP #00164416	D	10/01/2025	498.99		002143		826.04
016055	AIRGAS USA, LLC D/B/A ENCOMPAS							
I-5518657540	CYLINDER RENTAL	R	10/01/2025	35.15		026740		35.15
000075	AUTUMN SUPPLY							
I-017371	PORTABLE O2, 34L ECONO CYL	R	10/01/2025	1,657.98		026741		1,657.98
000716	BALSLEY PRINTING							
I-159151	#9 WINDOWS ENVELOPES	R	10/01/2025	498.00		026742		
I-159153	INSKO: BUSINESS CARDS	R	10/01/2025	62.00		026742		560.00
000117	BONNELL INDUSTRIES INC							
I-0222726-IN	2025 F-250 KITS AND MOUNTS	R	10/01/2025	2,621.45		026743		2,621.45
000688	BOVES' AUTO & TRUCK SERVICE LL							
I-92612	2022 EXPLORER WHEEL BALANCE	R	10/01/2025	107.10		026744		
I-92750	2022 EXPLORER TIRE INSTALL/BAL	R	10/01/2025	41.22		026744		148.32
000263	BRYDEN FORD, INC.							
I-15477	2017 FORD F350 PUMP AND FLUID	R	10/01/2025	2,391.00		026745		2,391.00
000367	CITY OF ROCKFORD							
I-75004278	WATER ANALYSIS	R	10/01/2025	120.00		026746		120.00
000100	CONSERV FS							
I-45063877	GREENSKEEPER SUNNY GLAMOUR MIX	V	10/01/2025	112.50		026747		
I-45063887	RANGER PRO 2 X 2.5GAL	V	10/01/2025	240.00		026747		352.50
000100	CONSERV FS							
M-CHECK	CONSERV FS VOIDED	V	10/01/2025			026747		352.50CR
000460	CORE & MAIN LP							
I-X519959	EXT PIECE 16 LONG, SCREW VLV	V	10/01/2025	779.66		026748		779.66

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/01/2025 THRU 10/01/2025

VENDOR I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000460	CORE & MAIN LP								
M-CHECK	CORE & MAIN LP	VOIDED	V	10/01/2025			026748		779.66CR
016040	FERGUSON WATER WORKS SUPPLY								
I-0533489	1 GAL HYD OIL X4		V	10/01/2025	558.49		026749		558.49
016040	FERGUSON WATER WORKS SUPPLY								
M-CHECK	FERGUSON WATER WORKS SUP	VOIDED	V	10/01/2025			026749		558.49CR
010634	HACH COMPANY								
I-14661988	FLUORIDE, DEMINERALIZED WATER		V	10/01/2025	2,322.53		026750		2,322.53
010634	HACH COMPANY								
M-CHECK	HACH COMPANY	VOIDED	V	10/01/2025			026750		2,322.53CR
000707	LAW OFFICES ANCEL GLINK, P.C.								
I-113687	SPEC COUNSEL SERV-HIGHLANDS		V	10/01/2025	187.50		026751		187.50
000707	LAW OFFICES ANCEL GLINK, P.C.								
M-CHECK	LAW OFFICES ANCEL GLINK,	VOIDED	V	10/01/2025			026751		187.50CR
000639	LRS, LLC								
I-PS674737	MEMORIALPARK RENTAL 9/19-10/16		V	10/01/2025	137.50		026752		137.50
000639	LRS, LLC								
M-CHECK	LRS, LLC	VOIDED	V	10/01/2025			026752		137.50CR
000360	MIDWEST METER, INC.								
I-0181511-IN	COUPLINGS, BOLT SETS E-SERIES		V	10/01/2025	1,558.00		026753		1,558.00
000360	MIDWEST METER, INC.								
M-CHECK	MIDWEST METER, INC.	VOIDED	V	10/01/2025			026753		1,558.00CR
000035	NAPA AUTO PARTS								
I-684609	HUB NUT AND WHEEL BOLT		R	10/01/2025	6.28		026754		
I-684895	BATTERIES AND WARRANTIES		R	10/01/2025	623.43		026754		
I-684917	REMAN STARTER		R	10/01/2025	171.99		026754		801.70
000496	NORTHSTAR GRAPHICS								
I-7418A	NAME PLATE X2		R	10/01/2025	42.00		026755		42.00
000365	OLSON TREE SERVICE								
I-551	REMOVAL OF TREES BENTON &MAIN		R	10/01/2025	2,200.00		026756		2,200.00

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/01/2025 THRU 10/01/2025

Section 12. Item #a.

VENDOR I.D.		NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000298		PACE ANALYTICAL SERVICES, LLC							
	I-257227139	FLUORIDE BY PROBE	R	10/01/2025	125.00		026757		125.00
016054		PDC PRECISION DRIVE AND CONTRO							
	I-INV22164	TRIMMER HEAD EASY LOAD	R	10/01/2025	150.32		026758		150.32
000527		PITNEY CONSTRUCTION							
	I-202509242699	313 RUNYARD ST SIDEWALKS	R	10/01/2025	2,485.00		026759		2,485.00
000582		POLLARDWATER							
	I-0295695	PRES GA GLYC BM, CAPS	R	10/01/2025	341.79		026760		341.79
000051		POSTMASTER							
	I-202509242698	POSTAGE FOR WATER BILLS	R	10/01/2025	750.00		026761		750.00
000422		ROCKFORD INFORMATION TECHNOLOG							
	I-42575	SETUP NEW USER: RODRIGUEZ	R	10/01/2025	118.75		026762		
	I-42647	KING: CANNOT OPEN EMAIL	R	10/01/2025	50.00		026762		
	I-42664	CLOUD BACKUP (AC)INCODE SEP 25	R	10/01/2025	60.00		026762		
	I-42694	CLOUD BACKUP (D) SEPT 25	R	10/01/2025	140.00		026762		
	I-42695	REMOTE MONITORING SEPT 25	R	10/01/2025	127.00		026762		
	I-42717	DUO SOFTWARE SUBSCRIPT SEPT 25	R	10/01/2025	42.00		026762		537.75
016017		RUSH POWER SYSTEMS LLC							
	I-13946	SERVICES AT WELL #3	R	10/01/2025	3,095.00		026763		
	I-13948	LVL 2 CHNGE COOLANT AIRFILTER	R	10/01/2025	518.84		026763		3,613.84
001004		VILLAGE OF WINNEBAGO							
	I-03-4203-01 SEPT 25	600 W SOPER ST	R	10/01/2025	6.74		026764		
	I-03-4204-01 SEPT 25	600 W SOPER ST	R	10/01/2025	17.05		026764		
	I-03-5350-00 SEPT 25	104 W MAIN ST POLICE GARAGE	R	10/01/2025	9.33		026764		
	I-03-5380-00 SEPT 25	108 W MAIN ST	R	10/01/2025	10.26		026764		
	I-07-1467-00 SEPT 25	400 E MCNAIR RD WELL #3	R	10/01/2025	18.60		026764		61.98
000623		WANLESS BROTHERS MOVING & STOR							
	I-8694	SEPTEMBER STORAGE	R	10/01/2025	100.00		026765		100.00
000842		WINNEBAGO COUNTY ANIMAL SERVIC							
	I-13647	ANIMAL SERVICES	R	10/01/2025	7,057.67		026766		7,057.67
000100		CONSERV FS							
	I-45063877	GREENSKEEPER SUNNY GLAMOUR MIX	R	10/01/2025	Reissue		026767		
	I-45063887	RANGER PRO 2 X 2.5GAL	R	10/01/2025	Reissue		026767		352.50

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/01/2025 THRU 10/01/2025

Section 12. Item #a.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000460	CORE & MAIN LP							
I-X519959	EXT PIECE 16 LONG, SCREW VLV	R	10/01/2025	Reissue		026768		779.66
016040	FERGUSON WATER WORKS SUPPLY							
I-0533489	1 GAL HYD OIL X4	R	10/01/2025	Reissue		026769		558.49
010634	HACH COMPANY							
I-14661988	FLUORIDE, DEMINERALIZED WATER	R	10/01/2025	Reissue		026770		2,322.53
000707	LAW OFFICES ANCEL GLINK, P.C.							
I-113687	SPEC COUNSEL SERV-HIGHLANDS	R	10/01/2025	Reissue		026771		187.50
000639	LRS, LLC							
I-PS674737	MEMORIALPARK RENTAL 9/19-10/16	R	10/01/2025	Reissue		026772		137.50
000360	MIDWEST METER, INC.							
I-0181511-IN	COUPLINGS, BOLT SETS E-SERIES	R	10/01/2025	Reissue		026773		1,558.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	27			31,697.13	0.00	31,697.13
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	2			1,487.90	0.00	1,487.90
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	7	VOID DEBITS	5,896.18			
		VOID CREDITS	5,896.18CR	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	36	33,185.03	0.00	33,185.03
BANK: AP TOTALS:	36	33,185.03	0.00	33,185.03
REPORT TOTALS:	36	33,185.03	0.00	33,185.03

SECTION 2:

WARRANT LIST

October 01, 2025

Invoices Over $5,000

$ 7057.67

These invoices are included in the

Section 1 Warrant List

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE:10/01/2025 THRU 10/01/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000842	WINNEBAGO COUNTY ANIMAL SERVIC							
I-13647	ANIMAL SERVICES	R	10/01/2025	7,057.67		026766		7,057.67

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			7,057.67	0.00	7,057.67
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	1	7,057.67	0.00	7,057.67
BANK: AP TOTALS:	1	7,057.67	0.00	7,057.67
REPORT TOTALS:	1	7,057.67	0.00	7,057.67

Agenda Item Executive Summary

Item Name	Mike Mudge of Rock River Energy - Community Solar, and Village Electrical Rate Renewal	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

Mike Mudge of Rock River Energy Services will attend the September 17, 2025, Village Board meeting to present information on the Community Solar Program offered through Illinois Shines. This presentation will cover how community solar allows municipalities and residents to subscribe to a portion of solar energy from local fields without installing on-site panels. Benefits include receiving bill credits from ComEd that can reduce energy costs.

Mr. Mudge will outline potential cost savings to the Village, estimated at $2,400 annually across four pumping accounts, totaling over $57,000 over the life of the solar field. He will also provide an overview of the Village's existing aggregation agreements, which expire in June 2026, and review the Village's other electrical contracts for street lighting and pumping stations. This presentation is for informational purposes only and does not require Board action at this time.

ATTACHMENTS (PLEASE LIST)

Illinois Shines Community Solar Brochure, Sample Disclosure Form (US Solar), Sample Subscription Agreement, Draft Municipal Resolution Template

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☐Ordinance

☐Motion:

MOTION:

Staff:	Joey Dienberg, Village Administrator	Date:	10/01/2025

Community Solar with Illinois Shines

off-site solar serving multiple subscribers

Shines

You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.

What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.

For customers in **Commonwealth Edison (ComEd) territory,** community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory,** until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**

Many community solar subscriptions are priced based on the amount of bill credits that the customer receives. That is, the subscription fee may be a set percentage of the bill credits. For example, your community solar charge might be set at 80% or 90% of the value of the bill credits that you receive. The bill credits (which are based on the amount of electricity generated by your share of the solar project) will vary month-to-month, so the subscription charge will also vary.

If your community solar subscription price is set a different way, make sure that you compare the subscription price and any other fees to the amount of bill credits that you expect to receive.

Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

How Is My Subscription Sized?

Most community solar subscriptions are sized so that the subscription's generation in kilowatt-hours (kWh) roughly matches the customer's electric usage in kWh over the course of the year. Your subscription size will be included on your Disclosure Form. If your subscription size is too large, meaning the subscription size of the project you are subscribed to will produce more kWh of electricity than you use in a year, it is possible that you may pay for more bill credits than you are able to use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

Does your subscription require you to sign up to receive electricity from a specific electric supplier or utility default service? If so, what rate will you be charged for electricity under that supply option?

Consumer Protection

Your community solar provider is required to provide you with this informational brochure and a standard Disclosure Form, which you must sign before you sign a subscription contract. The Disclosure Form includes information about the Program and consumer rights, contact information for your community solar provider, and information about costs and savings. Review this form carefully and use it to compare offers from different community solar providers.

Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
- Dedicated Program Administrator staff answer questions and assist customers in resolving complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.

Community Solar with Illinois Shines

off-site solar serving multiple subscribers

What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Community solar developers receive incentive payments through Illinois Shines, which allows them to offer affordable community solar subscriptions to customers.

What Is Community Solar?

Community solar allows participants, also called subscribers, to benefit from solar energy and support renewable energy development without installing panels on their own property.

When you sign up for community solar, you subscribe to a share of a community solar project. You receive dollar credits on your electric utility bill based on how much electricity your share of the community solar project generates. Then you pay a subscription fee to your community solar provider. You can see savings if that subscription fee is less than the bill credits that you use.

Traditional community solar projects in Illinois Shines offer subscriptions to solar projects located anywhere within a customer's utility territory. A new type of community solar project within Illinois Shines is known as "Community-Driven Community Solar" (CDCS). These are community solar projects that provide direct and tangible benefits to the local community. You can ask your community solar provider whether a community solar project is a Traditional or Community-Driven project.

Community solar is not the same as "green" or "renewable" supply offers from an Alternative Retail Electric Supplier (ARES). Signing up for a community solar subscription is not the same as changing your electric supplier, although some community solar providers may require you to choose a specific electricity supply option as a condition of enrollment.

How Do Community Solar Bill Credits Work?

You will receive monetary credits on your electric utility bill based on how much electricity your share of the community solar project generates. Once you subscribe, and the community solar project is operating, it may take a few months before the credits appear on your bill.

You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.

For customers in **Commonwealth Edison (ComEd) territory,** community solar bill credits are applied to your entire electric bill—that is, they can be used to "buy down" all charges on your electric bill. Bill credits roll over month-to-month and only expire if you move out of ComEd territory.

For customers in **Ameren territory,** until November 2023, community solar bill credits are only applied to the supply charges on your electric bill. After November 2023, bill credits will apply to your entire electric bill. Bill credits roll over month-to-month and only expire if you move out of Ameren territory.

When you subscribe to a community solar project, you are making a financial commitment. If possible, compare offers from different community solar providers. Also, make sure to read and understand your entire subscription contract before signing it.

How Much Will My Community Solar Subscription Cost?

Subscriptions will vary by community solar project and Approved Vendor. You are not guaranteed to save money unless your contract includes an explicit savings guarantee. **Read your contract carefully to make sure you know what you will be paying and when.**

Illinois Shines Program Administrator
admin@illinoisshines.com
(877) 783-1820

Illinois Shines is administered by Energy Solutions on behalf of the Illinois Power Agency, an independent state government agency.

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Carefully review your Disclosure Form and contract to understand other applicable fees, including whether there is a fee for early termination of the subscription.

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Other Considerations:

Does your subscription require you to authorize the community solar provider to act as your agent with respect to your electric utility account? If so, the community solar provider may pay your utility bills on your behalf and make changes to your utility account.

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Other Illinois Shines consumer protections include:

- You have the right to keep your subscription if you move to a different home or business location in the same utility service territory.
- You also have rights to assign or sell the subscription to another customer within your original utility service territory without having to pay a fee to the subscription provider. Some restrictions apply.
- Illinois Shines sets out requirements for what information and terms must be included in your subscription contract.
- Only Approved Vendors may submit project applications to Illinois Shines; these companies are vetted by the Program Administrator. Your community solar provider may be an Approved Vendor or they may be a Designee who works with customers on behalf of an Approved Vendor. Designees must be registered with Illinois Shines.
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SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.

Illinois Shines Community Solar Disclosure Form

Illinois Shines is a state solar incentive program. Your community solar provider is required to provide you with this Disclosure Form so that you have clear information about the community solar subscription. You can contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-3456. More information about Illinois Shines is available at **www.IllinoisShines.com** and a guide to understanding your disclosure form is available at **https://illinoisshines.com/consumer-protection/disclosure-form-resources**

Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive monetary credits for this electricity on your utility bill.

Contact Information

Customer Information	
Name	Example Name
Address	123 Street, City, IL 60625
Phone	111-111-1111
Email	email@email.com
Service utility	ComEd
Utility Account#	1112223333

Community Solar Provider*	
Legal Name	United States Solar Services LLC
Marketing Name	
Phone	612-260-2230
Email	info@us-solar.com
Website	https://www.us-solar.com/

*may be different than project owner/developer

Project Information

Your Community Solar Provider has not yet determined to which specific community solar project you will be subscribed, but will send you a notice with the project name, location, size, and Approved Vendor once you are subscribed to a specific project.

Subscription Information

Subscription Size *(may vary by the greater of 5kW or 25%)*	24.99 kW AC	Estimated first year production *(production level will decrease over time)*	61,810.00 kWh
		Guranteed minumum level of production	no guarantee
Term of your subscription	20 years	Estimated start date for bill credits	November 2025

Rate and Payment Information

Enrollment fee or amount due at contract signing	$0.00
Subscription structure and rate	Payment equal to 90.00% of community solar credits on your utility bill
Frequency of payments and start date	Monthly, one month after energization.
Format of bill	Electronic
Payment details	Autopay not required

Early Termination of Subscription

Your community solar subscription will terminate if you move out of your current electric utility's service territory. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	See Additional Details
Advanced notice for early termination	180 Day Notice
Penalty or fee for early termination	See Additional Details

Value of Electricity and Savings Estimates

With your community solar subscription, **you will receive monetary credits on your electric utility bill** for the electricity generated by your share of the solar project.

Below are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory.

If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change.

For more information on savings estimates, visit https://illinoisshines.com/cs-disclosure-forms/

Estimated bill credits for first year		Estimated subscription payments for first year		Enrollment fee		Estimated total savings for first year
$6,274.33	-	$5,646.90	-	$0.00	=	$627.43
Estimated first year production of electricity from your share of the solar project, multiplied by the bill crediting rate 10.151 cents/kWh		Your subscription fee is 90.00% of your bill credits		Enrollment fee or amount due at contract signing fee		Make sure to also consider any other fees or costs disclosed above

Most community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the customer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may pay for more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter.

For more information, visit **https://illinoisshines.com/consumer-protection/disclosure-form-resources**

Additional Information from Community Solar Provider / Approved Vendor

If cancelled prior to Year 5 due to relocation or other material changes, and you elect not to sell or transfer, and no Eligible Transferee is found within 60 days, the Cover Cost would then equal the NPV of the difference between the Projected Subscriber Payments under the original agreement and the Projected Payments to be made at the Unsubscribed Energy Rate. If cancelled after Year 5 due to relocation or other material changes, and no Eligible Replacement found, the Cover Cost would be equal to your Actual Savings for the 48-month period prior to cancellation. See section 10.1; 10.3 and Cover Cost Definitions in the Agreement.

Signature

By signing this disclosure form, you certify that you received and read this form and had the opportunity to ask questions about it.

Printed Name ______________________________

Signature ______________________________ **Date** ______________________

US SOLAR

US Solar Floating Commercial Subscription Agreement

This Floating Commercial Sunscription℠ Agreement (this "**Agreement**") is entered into by and between Garden (together with its successors and assignees, "**US Solar**" or "we") and the subscriber described below (together with any permitted transferees, "**Project Subscriber**" or "you") (each a "**Party**" and collectively the "**Parties**") and is effective as of the date signed by the Parties (the "**Effective Date**").

Project Subscriber:		**US Solar℠:**	
Name and Address	Example 123, City, IL 11111, USA Attn: Name	**Name and Address**	Garden 323 Washington Ave N, Suite 350 Minneapolis, MN 55401 Attention: IL CS Notices
Phone	(111) 111-1111	**Phone**	(612) 260-2230
E-mail	xxx	**E-mail**	info@us-solar.com
Utility & Project	ComEd, Garden	**Approved Vendor:**	Equity Solar Illinois, LLC
Eligible Address and Account Numbers	See Exhibit G		
Community Solar Allocation	An amount of solar generating capacity (kW) expected to produce approximately up to 1,000 kWh in year one, the Estimate of Subscribed Energy (kWh), which will be allocated among your Eligible Addresses and Account numbers set forth on Exhibit G. As of the Effective Date, the amount of Subscribed Energy estimated for each Eligible Address and Account number is equal to up to approximately 100 % of the AAEC for each such Eligible Address and Account number. Project Subscriber's AAEC for all of the Eligible Addresses and Account numbers set forth in Exhibit G is equal to approximately 1,000 kWh.		

This Agreement sets forth the terms and conditions of your subscription to the community solar garden described in **Exhibit B** ("**Project**") and installed at the project site described in **Exhibit B** ("**Project Site**").

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit A Definitions
Exhibit B Project, Project Site
Exhibit C (Reserved)
Exhibit D Production Estimate
Exhibit E Utility Bill Credit Tariff
Exhibit F Standard Disclosure Form for Project
Exhibit G Project Subscriber Data

ARTICLE 1
SUBSCRIPTION

1.1 Subscribing to Project Capacity. You are subscribing to the Community Solar Allocation ("**CS Allocation**") identified for the Project on the front page of this Agreement on the terms and conditions set forth herein. For purposes hereof, each Eligible Address and Account number is its own subscription for purposes of the Program Rules.

1.2 Bill Credit Value. (a) As more fully detailed in the Utility Bill Credit Tariff, and subject to the terms and conditions of this Agreement, as long as you and each relevant account remain eligible under this Agreement, your CS Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by the Utility to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by your CS Allocation and delivered to the Utility from the Project.

(b) We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy, Bill Credit Rates, Applicable Laws currently in place, the Utility's retail electrical rates, your decision to receive your electric bill from an alternative retail electric supplier (or ARES), and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.

1.3 Bill Credit Rate. The Bill Credit Rate that you will receive is found in the Utility Bill Credit Tariff (as defined in **Exhibit A**) and may be recalculated from time to time by the Utility. Bill Credits are provided by the Utility regardless of your choice to receive services from an ARES instead of from your Utility; however, your choice to receive your electric bill through an ARES could impact your savings. See section 3.7.

1.4 Subscribed Energy. The estimated amount of Subscribed Energy produced by your CS Allocation is set forth in **Exhibit D**. Please note that we make no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill

Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described in Exhibit D is based on a number of assumptions about final Project specifications, expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack or overabundance of sunlight, other adverse weather, equipment failures, curtailments or outages by the Utility, Force Majeure events (as defined in the Program Agreements), and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.

1.5 Sunscription[SM] Rate and Payments.

(a) Your Sunscription[SM] Rate for each Production Month will be equal to 90.00% of the Bill Credit Rate. In other words, the Sunscription Rate[SM] is 10% less than the Bill Credit Rate.

(b) The monthly payment amount you owe to US Solar (each, a "**Sunscription[SM] Payment**") is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your Sunscription[SM] Rate.

(c) Sunscription[SM] Payments will be invoiced monthly, beginning the first month after the Project COD, and you agree to make, pursuant to payment instructions set forth in each invoice, the full monthly Sunscription[SM] Payment within thirty (30) calendar days of receiving our invoice.

(d) You hereby give us permission to enroll you, and agree that we can enroll the Project, into Utility Combined Billing when available. This will be at no additional cost to you. You agree to take any additional steps needed with the Utility to complete this enrollment if directed by us. Once enrolled and during your enrollment, you will not receive an invoice directly from US Solar; instead all charges associated with this Subscription will be shown on and paid through your Utility bill.

(e) Interest shall accrue on overdue Sunscription[SM] Payments not subject to a good-faith dispute, at rate equal to the lesser of (i) six percent (6.00%) per annum simple interest or (ii) the maximum amount allowed under Applicable Laws.

1.6 No Additional Payments. The Sunscription[SM] Payments are the only payments you will be required to make to us for your CS Allocation. There are no other nonrecurring (one-time) charges or recurring (monthly, yearly) charges except as referenced in this section 1.6, and we do not have any right to compel you to pay any additional funds except in connection with Section 5.4 (Taxes) or the events described in Section 6.2 (Sale or Transfer), 10.3 (Cancellation Remedies) and Section 10.4 (Default Remedies). We do not have any right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CS Allocation. No security deposit is required by you under this Agreement.

1.7 Ownership Limitation. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:

(a) Any ownership or lien in any specific modules or tangible component of the Project;

(b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (the "**Project Owner**") or any financial rights or distributions associated with such ownership;

(c) Any right to any payment by the Utility to US Solar or the Project Owner with respect to the Unsubscribed Energy Tariff;

(d) Any right to manage, direct, control or operate the Project, US Solar or the Project Owner; or

(e) Any RECs produced by the Project or any payment by the Utility to US Solar or the Project Owner with respect to the RECs.

1.8 Term. The term of the Agreement ("**Term**") shall begin on the Effective Date and shall end twenty (20) years after the Project COD unless otherwise provided for in this Agreement.

ARTICLE 2
PROGRAM RULES AND AGREEMENTS

2.1 Program Rules and Agreements. With respect to the Project, US Solar or the Project Owner will enter into Illinois Shines' standard Program Agreements with the Utility, and be bound by the Program Rules. Among other things, these Program Rules and Program Agreements provide for the following:

(a) US Solar acting as the Project operator;

(b) Sale and delivery of all electricity generated by the Project to the Utility, and sale and delivery of all RECs generated by the Project to the Utility or another third party;

(c) Allocation to subscribers by the Utility of Bill Credits in exchange for delivery by US Solar, or the Project Owner, of the electricity generated by the Project; and

(d) US Solar ensuring the Project's compliance with Illinois Shines' Program Rules and our Sunscription Eligibility Requirements per Section 3, below.

ARTICLE 3
ELIGIBILITY, REQUIRED FORMS, AND EXCESS BILL CREDIT PURCHASE

3.1 Sunscription Eligibility Requirements. This Agreement is only available to non-residential customers of the Utility that satisfy US Solar's credit requirements and provide a valid email address for communication with US Solar.

(a) By executing this Agreement, you represent and warrant that the following statements are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:

i. your address, account number(s), rate class and annual meter usage listed in Exhibit G are accurate and the customer name on your Utility account is identical to your name as stated on the cover page of this Agreement;

ii. you have disclosed and will disclose to us the existence of any on-site generation or other community solar subscription serving your Eligible Address.

iii. You are not enrolled in the billing and payment Single Bill Option, offered by any ARES you may be affiliated with. Or if you are currently enrolled in the Single Bill Option, you will take whatever steps necessary to update your ARES billing and payment option before Project COD, or you are placed in the Project. Failure to comply with this requirement will result in Default under this contract.

(b) To confirm your eligibility, you must also complete the Required Documentation described in Section 3.3 below.

(c) All conditions and the continued accuracy of your representations and warranties in this Section 3.1 together constitute the requirements of your participation as a subscriber in the Project ("**Sunscription Eligibility Requirements**"). Your failure to maintain eligibility may result in the Utility not allocating you Bill Credits and/or cancellation per Section 10.1(b)(i).

3.2 Eligibility Data. You acknowledge that the account data contained in **Exhibit G** is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the Sunscription Eligibility Requirements. You agree to provide US Solar and the Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.

3.3 Required Documentation. In addition to your execution of this Agreement, you must execute additional relevant documents ("**Required Documentation**") upon our request, including:

i. a Standard Disclosure Form that is specific to you and the Project, which the Program Rules establish as a prerequisite for entering this Agreement. See **Exhibit F** for a copy of the Project's Standard Disclosure Form; and

ii. any other document reasonably required by the Utility or Program Administrator to effectuate your subscription and maintain compliance with the Program Rules.

You also agree to provide us with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term, and you authorize us to use such information to assist us in confirming your eligibility.

3.4 Authorization to Access Data. You authorize US Solar and the Project Owner to use all eligibility data set forth in **Exhibit G**, and to access and use your energy usage data and electric Utility bills for each Eligible Address for the most recent twenty-four (24) months for the purpose of complying with Program Rules and performing under this Agreement. You authorize US Solar and the Project Owner to receive the following information from the Utility, which is applied to your monthly bill during the term of the subscription: (i) your Bill Credit Rate, (ii), total kWh, and (iii) total monetary credit value.

3.5 Authorization to Allocate Subscription. You authorize US Solar and the Project Owner to allocate your Utility account to the CS Project, and to switch your electric account to billing under the applicable "**Community Solar Garden Tariff**" as permitted by the Program Rules.

3.6 Credit Information. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.

3.7 Excess Bill Credit Purchase. As per the Program Rules, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe the Utility for your electricity supply charge in that period) will be carried forward and credited against all charges by the Utility indefinitely until and unless you terminate utility service, after which any remaining Bill Credits that were carried forward will be cancelled.
Please note: if you opt to receive your electric bill from a method other than Utility Consolidated Billing (UCB), your bill credits may not be applicable to your full electric bill. Therefore, we strongly encourage you to review the value of your Bill Credits versus the costs of your other electric charges before changing your billing method. In any case, you acknowledge and agree that your

obligation to make your Subscriber Payments is independent of the amount of your Bill Credits and applies whether you receive electricity supply from an ARES or change billing methods.

ARTICLE 4
US SOLAR RESPONSIBILITIES

4.1 Design and Implementation. We agree to develop, design, finance and construct the Project, including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an Interconnection Agreement with the Utility, the selection and procurement of Project components, and the installation and testing of all Project components.

4.2 Eligibility Compliance. US Solar is responsible for confirming compliance with the Program's eligibility requirements, including verification of the eligibility information you have provided to US Solar.

4.3 Outages. If the Project is out of service for more than three (3) consecutive business days (an "Outage") or such longer period as may be permitted by the Program Rules, we will inform you of such Outage either via email, access to the Sunscription Dashboard (if applicable) or another reasonably accessible communications method. Such communication will include any information required by the Program Rules.

ARTICLE 5
FURTHER INFORMATION

5.1 Unsubscribed Energy. Unsubscribed energy will be purchased by the Utility from the Project Owner in accordance with the Unsubscribed Energy Tariff and Applicable Laws.

5.2 Project Insurance, and Long-Term Maintenance Plan. Prior to Project COD, US Solar or another appropriate third party will procure, and for the Term will maintain, insurance coverages of a type and an amount that is standard in the solar industry for projects of similar size and design.

Prior to Project COD, US Solar or other appropriate third party will prepare a long-term maintenance plan, and for the useful life of the Project, that will be substantially consistent with long-term maintenance plans standard in the solar industry for projects of similar size and design.

5.3 Other Agreements and Documents.

(a) Upon your request we will provide the following when and as available:

i. Certificate(s) of insurance; and
ii. Long-term maintenance plan.

(b) We will provide you with any other information that you may request, or that we may be required to deliver, under the Program Rules or the Utility Bill Credit Tariff.

(c) You agree to sign an acknowledgment of receipt of any such materials.

5.4 Taxes. You recognize that neither we nor the Utility makes any representations or warranties concerning the taxable consequences, if any, to you with respect to your Bill Credits, your Sunscription^{SM} Payments, or your participation in the Project. You are responsible to either pay or reimburse us for any and all Taxes assessed on the generation, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.

5.5 Securities Laws. Neither we nor the Utility makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CS Allocation. Neither this Agreement nor your CS Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. Neither US Solar nor the Project Subscriber believes this Agreement or the CS Allocation constitutes a security governed by such laws. Project Subscriber represents and agrees that (i) it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws; and (ii) it is not relying on the advice or due diligence efforts of US Solar in entering into this Agreement. You are urged to seek your own professional advice on these matters.

ARTICLE 6
TRANSFERABILITY

6.1 General. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the Sunscription Eligibility Requirements and your payment of the Sunscription^{SM} Payments. This Agreement and your right to receive Bill Credits are transferable only as set forth below. This Agreement and your right to receive Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless approved by US Solar.

6.2 Sale or Transfer to Other Eligible Subscribers. You may not sell or transfer this Agreement, or any portion of your CS Allocation to any person or entity without US Solar's prior written consent (not to be unreasonably withheld, conditioned or delayed). It being expressly understood and agreed that any sale or transfer by you to any person or entity who, at the time of the sale or transfer [(x) meets the Sunscription Eligibility Requirements and credit requirements for the Project. Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CS Allocation, belongs to you. Neither US Solar nor the Project Owner will have any claim or right to any such amounts you may receive.

Without limitation to the foregoing, your sale or transfer of your CS Allocation for the Project is expressly conditioned upon:

(a) US Solar receiving at least ninety (90) calendar days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from the Utility, the Utility account number and all other information needed to determine its eligibility to be a subscriber, as well as any other subscriptions in the Project or other community solar projects held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;

(b) Receipt by US Solar of authorizations from the proposed transferee needed to access their Utility account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;

(c) Determination by US Solar that the proposed transferee meets the Sunscription Eligibility Requirements;

(d) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to the Utility. For the avoidance of doubt, the proposed transferee must qualify as a Small Subscriber if the capacity that is being transferred was originally allocated to a Small Subscriber;

(e) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CS Allocation on the same terms and conditions as this Agreement, including the cure of any prior defaults arising under this Agreement; and (ii) execution of a Standard Disclosure Form or any other document reasonably required by US Solar, the Program Administrator, or the Utility to effectuate the transfer and to maintain compliance with the Program Rules; and

(f) The proposed transferee meeting our credit requirements.

US Solar shall notify the Utility of any such transfer so that the Utility may change the applicable subscriber benefits to apply to the transferee's retail Utility electric account.

6.3 Relocation/Sale of Eligible Address.

(a) If during the Term you move from an Eligible Address and are no longer the Utility account-holder at that address, you may transfer all or part of your CS Allocation to another Eligible Address of yours (new or existing) conditioned on the following:

i. You provide us with at least one hundred and twenty (120) calendar days' notice of such transfer; and

ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CS Allocation to continue to meet the Sunscription Eligibility Requirements.

(b) If during the Term you move from or sell an Eligible Address and are no longer the Utility account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity at another Eligible Address, before moving you must either:

i. Sell or transfer the relevant portion of your CS Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) calendar days to assist you in this process; or

ii. Cancel the relevant portion of your CS Allocation pursuant to Section 10.1 (a)(ii) or (iii) below.

(c) You are obligated to maintain compliance with the Sunscription Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the Sunscription Eligibility Requirements may result in the Utility not paying you Bill Credits and our cancellation of the relevant CS Allocation.

(d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

6.4 Reallocation. Notwithstanding anything to the contrary herein or in any other agreement, US Solar reserves the right, at its option and in its sole discretion, to assign all or a portion of your CS Allocation among one or more systems that meet and satisfy the Program eligibility requirements and from which you are eligible to receive all or such portion of CS Allocation in accordance with the Program. In the event that US Solar re-allocates all or a portion of your CS Allocation to a different project, the Parties agree to modify any terms of this Agreement as necessary to effectuate or reflect the details of such assignment(s), including, without limitation, such modifications to Exhibit B to reflect the new Project. US Solar will provide you with reasonable notice of any such assignment and re-allocation. To effectuate such assignment and re-allocation, US Solar will provide you with revised copies of Exhibit B and Exhibit D, as applicable. Upon receipt of such revised Exhibits, the Agreement will be deemed to incorporate such revised Exhibits without further action by the Parties.

ARTICLE 7
ASSIGNMENTS; FINANCING

7.1 Assignment. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to the Project Owner, an affiliate or subsidiary of ours or any third party acquiring the Project or the Project Owner, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project, and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment), we shall be released from all our liabilities and other obligations under this Agreement (only upon assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement shall not result in any change to your rights and obligations under this Agreement. For the avoidance of doubt, any subsequent assignee of US Solar may assign its interest at any time, and without your consent, to another person or another Financing Party in accordance with the terms of this Agreement. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent.

7.2 Changes. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described herein), you agree to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default and provide the Financing Parties with the opportunity to cure the default within thirty (30) calendar days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third party or entity, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

ARTICLE 8
PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 Subscriber Data. US Solar will not disclose your Utility account information, energy usage data, Bill Credits, or any other personal information (collectively, "**Project Subscriber Data**") to any person except to (i) the Utility, to the extent required by Applicable Laws for the purpose of maintaining the Project, your eligibility to subscribe to the Project, and your CS Allocation and Bill Credits; (ii) accountants or attorneys of US Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) advisors, affiliates, agents, or representatives of US Solar (including, without limitation, any third party customer management service provider) to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such Project Subscriber Data confidential on substantially the same terms as those set forth herein; (iv) to actual or potential Financing Parties or Project Owners to confirm your eligibility; or (v) as otherwise required by Applicable Laws or pursuant to an order of a court or other governmental authority having jurisdiction over the matter. US Solar shall comply with all Applicable Laws with respect to privacy and non-disclosure of consumer or financial data. A copy of US Solar's data privacy policy shall be provided to you upon your request.

8.2 Confidential Information of US Solar. Certain information and data provided by US Solar with respect to the Project or other aspects of US Solar's business may be designated by US Solar as confidential and proprietary information (collectively, "**US Solar Data**"). You agree not to share any US Solar Data with any other Person, including, but not limited to, any other developer of community solar projects or anyone otherwise competing with US Solar, except that Project Subscriber may share such US Solar Data with (i) with Project Subscriber's accountants or attorneys for the purposes of assessing whether to enter into this Agreement and for tax filings and similar purposes, but only if such disclosure is subject to the obligation or agreement of the recipient in writing to keep such US Solar Data confidential; or (ii) as otherwise required by Applicable Laws. US Solar designates this Agreement as "US Solar Data" in this respect.

8.3 Publicity. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in the Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Project Subscriber agrees that US Solar can use Project Subscriber's logos in their respective marketing materials.

ARTICLE 9
DISPUTE RESOLUTION

9.1 Program Disputes.

(a) Any dispute or question which you have with respect to the application by the Utility of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that the Utility or an ARES used to determine the amount of your Bill Credits, shall be directed by you to the Utility or ARES for resolution. You may request that US Solar assist you in this respect. You acknowledge that your obligation to make your Sunscription[SM] Payments is independent of the amount of your Bill Credits.

(b) Any issue or dispute identified by you with respect to the Utility's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the Program Administrator at admin@illinoisshines.com or 877-783-1820. If you wish to contact the Illinois Commerce Commission (the "Commission"), you may do so at the following phone number: 800-524-0795. Or you may visit the Commission website at: : www.icc.illinois.gov. You also may contact the Illinois Power Agency ("IPA") at 312- 793-0263, or 866-846-5276. The IPA's website address is: https://www2.illinois.gov/sites/ipa/Pages/default.aspx.

9.2 Disputes between Parties.

(a) The Parties shall attempt in good faith to resolve all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement by mutual agreement.

(b) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) calendar days or such longer period as the Parties may agree.

(c) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as Navigant Consulting, Inc. or Leidos, Inc., perform the calculation at the disputing Party's expense. Such consultant's results shall be binding on the Parties absent manifest error.

(d) During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

(e) Any dispute arising from or relating to this Agreement not resolved by the Parties under Section 9.2(a)-(b) above shall be arbitrated in Chicago, IL, or such other location in Illinois mutually agreeable to the Parties. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration.

ARTICLE 10
CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

10.1 Cancellation Events.

(a) You may cancel all or part of your CS Allocation relating to the Project to the extent that:

i. The Project becomes ineligible to participate in Illinois Shines during the Term, and additional capacity in another project owned by US Solar or its affiliates does not exist;

ii. Prior to the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation, or other material changes, your CS Allocation will no longer satisfy the Sunscription Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Sunscription Eligibility Requirements;

iii. From and after the fifth (5th) anniversary of the COD of the Project, you become aware that, due to relocation or other material changes, your CS Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer on the same terms and conditions, your CS Allocation to another eligible Utility customer that meets the Sunscription Eligibility Requirements.

iv. You elect for any other reason to cancel all or part of your CS Allocation;

To cancel under this clause (iv) you must deliver written notice to us at least 180 days prior to (but no more than 210 days prior to) the date you wish such cancellation to be effective, which notice must set forth the portion of your CS Allocation to be cancelled. During such notice period, you will continue making such Sunscription^{SM} Payments as would have been payable by you had no cancellation occurred.

(b) We may cancel all or part of your CS Allocation relating to the Project to the extent that:

i. You fail to meet the Sunscription Eligibility Requirements (other than US Solar's credit requirements) at any time during the Term;

ii. Your CS Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an Eligible Transferee within the time provided;

iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness;

iv. Prior to the start of Project construction, we determine to terminate the development of the Project; or

v. We elect for any other reason to cancel or terminate all or part of your CS Allocation.

(c) Cancellation under Sections 10.1(a)(i) or 10.1(b)(iii) or (iv) will be effective upon delivery of written notice by the cancelling Party to the other Party. Cancellation under Sections 10.1(a)(ii), (iii) or 10.1(b)(i), (ii) or (v) will be effective one hundred and eighty (180) days after written notice by the cancelling Party to the other Party. During such one hundred and eighty (180) day period, you will continue making such Sunscription^{SM} Payments as would have been payable by you had no cancellation occurred. All cancellation notices shall include a description of the circumstances giving rise to the Cancellation Event and the specific portion of CS Allocation canceled.

(d) Per the Program Rules, you may rescind this Agreement within three calendar days of signing this Agreement, by providing us with written notification of the same.

10.2 Events of Default. Each of the following events shall be an Event of Default under this Agreement:

(a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) calendar days of written notice of the breach from the non-defaulting Party.

(b) With respect to Project Subscriber, failure to make any Sunscription^{SM} Payment when due, and failure to cure the default within ten (10) business days after written notice of such failure from US Solar.

10.3 Cancellation Remedies.

(a) In the case of a cancellation pursuant to Sections 10.1(a)(i), or 10.1(b)(iii), (iv) or (v), you will owe nothing with respect to the amount of CS Allocation cancelled.

(b) In the case of a cancellation pursuant to Sections 10.1(a)(ii), (iii), or (iv) or 10.1(b)(i) or (ii) (each, a "**Covered Cancellation Event**"), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CS Allocation cancelled, subject to the following:

We will use commercially reasonable efforts for up to sixty (60) days after such cancellation ("**Cancellation Replacement Period**") to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your Sunscription^{SM} Rate. If we are successful, your Cover Cost Amount will be zero. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CS Allocation, the Unsubscribed Energy rate provided for in the CS Tariff will be used in lieu of a transferee Sunscription^{SM} Rate for purposes of determining the Cover Cost Amount under clause (b) of the definition of Cover Cost Amount.

(c) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. That amount will become due and payable by you within ten (10) business days of your receipt of this notice.

(d) If you cancel less than all of your CS Allocation, after paying the Cover Cost Amount, your remaining Sunscription[SM] Payments will reflect your appropriately reduced CS Allocation.

(e) Upon cancellation of the entire CS Allocation, we may terminate this Agreement in its entirety.

10.4 Default Remedies. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:

(a) With respect to an Event of Default by Project Subscriber:

i. We may terminate this Agreement immediately by notifying you in writing.

ii. We may direct the Utility to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CS Allocation.

iii. You will owe the Cover Cost Amount (defined in Exhibit A), if any.

1. We will use commercially reasonable efforts for sixty (60) calendar days after your Event of Default ("**Default Replacement Period**") to secure one or more Eligible Transferees who will subscribe to your entire CS Allocation at no less than your Sunscription[SM] Rate. If we are successful, your Cover Cost Amount will be zero.

2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to your entire CS Allocation, the Unsubscribed Energy Tariff rate will be used in lieu of a transferee Sunscription[SM] Rate for purposes of determining the Cover Cost Amount.

iv. You will owe an amount equal to the Sunscription[SM] Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.

v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.

vi. You will be responsible for reimbursing us for any costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.

vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.

(b) With respect to an Event of Default by US Solar:

i. Prior to the Project COD, you may terminate this Agreement at any time by notifying us in writing.

ii. After the Project COD, you may terminate this Agreement only if our default results in your CS Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive calendar days or more.

iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.

10.5 No Consequential Damages. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.

10.6 No Warranty; Exclusive Remedies; Limitation of Liability. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. Notwithstanding anything to the contrary herein, US Solar's total liability under this Agreement will in no event exceed the aggregate of all payments made by Project Subscriber hereunder during the preceding twenty-four month period in which the initial claim arose.

10.7 Involuntary Transfers. Upon transfer of title or control of the Eligible Address or your CS Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the Utility account holder at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CS Allocation to a creditor or other third party, the transferee shall notify US Solar of the transfer. If the transferee(s) meet all relevant Sunscription Eligibility Requirements, the transfer shall be treated as a sale or transfer of the CS Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CS Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

ARTICLE 11
MISCELLANEOUS

11.1 Notices.

(a) Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving Party's regular business hours or by e-mail before or during the receiving Party's regular business hours, (ii) upon the date of actually delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any Party may change the address for notice by notice to the other Party.

(b) If we assign, sell, or transfer this Agreement to another party, we will notify you of any change to the address or phone number for questions or complaints;

11.2 Force Majeure. If US Solar's performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (as defined in the Program Agreements), upon giving notice to Subscriber, US Solar shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. US Solar shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

11.3 No Third Party Beneficiaries**.** Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a Party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party to this Agreement.

11.4 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. Except as provided in Exhibit D, this Agreement may not be amended except in a writing executed by both parties. Upon your request, we agree to amend Exhibit G at any time following the Project COD in order to remove any Eligible Addresses and Account numbers to which a portion of Estimate of Subscribed Energy has not been allocated. In addition to the foregoing, the Parties agree that, if Project Subscriber has designated an authorized person(s) in writing for such purpose, we may, upon written request by such authorized person(s) (email being sufficient), update Exhibit G of this Agreement to add or delete accounts and meters in accordance with Project Subscriber's request and without the need for an amendment executed by both Parties; provided that any such addition or deletion shall be memorialized in writing and delivered to Project Subscriber and the addition or deletion of accounts and meters does not reduce the overall kW allocated to Project Subscriber's meters and accounts.

11.5 Governing Law. This Agreement is made in Illinois and shall be governed by the laws of the State of Illinois.

11.6 References to Program Documents. This Agreement contains summaries of, and makes reference to, certain provisions of the Program Agreements and Program Rules. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in the Program Agreements and Program Rules. You are urged to review these documents.

11.7 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

11.8 Relationship of Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project

Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

11.9 Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

11.10 Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

11.11 Signatures. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

(SIGNATURE PAGES TO FOLLOW)

Example		**Garden**	
Signature:	____________________	Signature:	____________________
Printed Name:	____________________	Printed Name:	____________________
Title:	____________________	Title:	____________________
Date:	____________________	Date:	____________________

EXHIBIT A

DEFINITIONS

1. **AAEC**. For each of the Eligible Addresses and Account numbers set forth on Exhibit G, the average annual electricity consumption (net of any other distributed generation resources serving a relevant address) over the prior twenty-four (24) months.

2. **Actual Savings.** The amount of Bill Credits you received during the applicable period, less the amount of Sunscription Payments you paid under this Agreement during such period.

3. **Applicable Laws**. Any law, statute, rule, regulation, ordinance, order (including orders issued by the ICC or IPA), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, community solar project subscribers, community solar projects or this Agreement.

4. **Alternative Retail Electric Supplier (ARES)**. An entity licensed by the Illinois Commerce Commission under Article XVI of the Illinois Public Utilities Act (220 ILCS 5/16-101 et seq.) to engage in the sale of electric power and energy to retail customers via the Illinois competitive electricity supply market.

5. **Ameren**. Ameren Illinois Company, or any successor thereto.

6. **Bill Credit**. A dollar amount paid by the Utility as a credit on the Project Subscriber's retail electrical bill to compensate the Project Subscriber for the photovoltaic electricity produced by the Project Subscriber's CS Allocation and delivered by the Project to the Utility.

7. **Bill Credit Rate**. A dollar amount per kilowatt-hour equal to the Utility's Total Price to Compare for the applicable Production Month, as established by the Utility Bill Credit Tariff.

8. **Cancellation Event**. One or more event described in Section 10.1(a)-(b).

9. **ComEd.** Commonwealth Edison Company, or any successor thereto.

10. **Community Solar Garden Tariff**. The appropriate, and applicable community solar garden tariff, published by the appropriate Utility supplying electricity to your account/premises.

11. **Cover Cost Amount**.

a. With respect to an Event of Default by you, the positive difference, if any, of:
   i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post default, had this Agreement remained unchanged with respect to your entire CS Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
   ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility under the Unsubscribed Energy Tariff for the portion of your CS Allocation not transferred) with respect to the entire CS Allocation over the remaining Term.

b. With respect to a Covered Cancellation Event pursuant to Sections 10.1(a)(ii) or (iv) or 10.1(b)(i) or (ii), the positive difference, if any, of:
   i. the net present value (using a discount rate of 4%) of the Projected Subscriber Payments by you over the Term post-cancellation with respect to the cancelled portion of your CS Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
   ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by the Utility for the Unsubscribed Energy Tariff associated with the portion of your CS Allocation not transferred) with respect to the cancelled portion of your CS Allocation over the remaining Term.

c. With respect to a Covered Cancellation Event pursuant to Section 10.1(a)(iii), an amount equal to your Actual Savings for the forty-eight (48) month period occurring immediately prior to the date you delivered your cancellation notice pursuant to Section 10.1(a)(iii).

12. **Eligible Address**. A subscriber's Utility service address that receives electrical service from the Utility.

13. **Eligible Transferee**. A person or entity who meets the Sunscription Eligibility Requirements and meets the conditions set forth in Section 6.2(a)-(f).

14. **Estimate of Subscribed Energy**. The amount of kWhs for each Production Year Range set forth in Exhibit D.

15. **Financing Party**. A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project,

or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.

16. **Illinois Commerce Commission (ICC)**. The State agency primarily charged with regulating public utilities in Illinois, as well as approving aspects of the Illinois Shines program. The ICC can be contacted at 1-800-524-0795 (Consumer Services Division) or www.icc.illinois.gov/about/contact-us.

17. **Illinois Power Agency (IPA)**. The State agency primarily charged with administering the procurement of renewable energy resources to meet Illinois' renewable energy portfolio standard, in addition to procuring electric power supply for eligible retail customers of electric utilities and other responsibilities. The IPA can be contacted at (877)783-1820, admin@illinoisshines.com or https://illinoisshines.com/consumer-complaint-center/.

18. **Illinois Shines (aka Adjustable Block Program)**. A program established under Illinois Public Act 99-0906 to facilitate the development of new community solar and distributed photovoltaic generation in Illinois.

19. **Interconnection Agreement**. An agreement with the Utility to interconnect the Project to the Utility's distribution system.

20. **JAMS**. JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc.

21. **Program Administrator**. The IPA's designee responsible for running day to day operations of the Adjustable Block Program. As of the Effective Date, Energy Solutions is the designated Program Administrator.

22. **Program Agreements**. The Interconnection Agreement and Renewable Energy Credit agreement associated with the Project.

23. **Program Rules**. The Adjustable Block Program guidebook, Utility Bill Credit Tariff, Unsubscribed Energy Tariff, requirements for approved vendors, marketing guidelines issued by the IPA, and program related documents provided by the Utility.

24. **Production Month**. The calendar month during which Subscribed Energy is produced by the Project and delivered to the Utility.

25. **Production Year**. Each period of twelve consecutive months during the Term, with the first Production Year commencing on the Project COD and each subsequent Production Year commencing on the applicable anniversary of the Project COD.

26. **Project COD**. The Project's initial date of commercial operation.

27. **Projected Subscriber Payments**. For each year of the remaining Term of this Agreement, the product of (1) the Sunscription Rate for such year and (2) the Estimate of Subscribed Energy for such year.

28. **Renewable Energy Credit**. The environmental attributes represented by 1 MWh of electricity generated by a renewable generator.

29. **Single Bill Option.** An ARES run billing and payment option that consolidates onto the monthly ARES bill both the Utility charges and all charges associated with a customer's electricity supply. As this ARES-provided billing and payment option eliminates the delivery of a monthly Utility bill to the customer, it is not compatible with Utility Combined Billing under this Agreement.

30. **Small Subscriber**. A commercial customer with a subscription sized below 25 kW_{ac}.

31. **Subscribed Energy.** The electricity generated by the Project attributable to your CS Allocation and delivered to the Utility on or after Project COD.

32. **Sunscription℠ Dashboard.** A web-based portal showing the production and other relevant information for your project.

33. **Sunscription℠ Rate**. A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CS Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's Sunscription℠ Payments.

34. **Taxes**. Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.

35. **Total Price to Compare**. The rate or rates published by the Illinois Commerce Commission for energy supply for eligible customers receiving supply service from the electric utility, and shall include energy, capacity, transmission, and the purchased energy adjustment.

36. **Unsubscribed Energy Tariff**. The tariff setting forth the compensation rate for unsubscribed energy, ComEd "Rider POG" or Ameren "Rider QF", as applicable, as amended or updated and any successor thereto.

37. **Utility**. The default electricity provider for the Project Subscriber's service address, ComEd or Ameren, as applicable.

38. **Utility Bill Credit Tariff.** The tariff setting forth the bill credit for each customer class, ComEd “Rider POGCS” or Ameren “Rider NMCS as amended or updated and any successor thereto. See Exhibit E, below.

39. **Utility Combined Billing.** Is a Utility run program that consolidates all charges and Bill Credits under this Agreement onto your monthly utility bill, meaning you will pay these charges to the Utility rather rather than US Solar. The Utility then forwards payment to US Solar on your behalf.

40. **Utility’s Rate Tariff.** ComEd’s “Schedule of Rates for Electric Service”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf Ameren’s “Electric Service Schedule”, as amended or updated and any successor thereto, which, as of the Effective Date, is available at https://www.ameren.com

EXHIBIT B
PROJECT SITE

Project Name	Project Location	Utility
Garden	City, IL	ComEd

EXHIBIT C

RESERVED

EXHIBIT D

PRODUCTION ESTIMATE

The 20-year production estimate as of the date this Exhibit was delivered for Garden is set forth below (assuming an annual degradation of 0.5%). This production estimate of production is determined using PVsyst, an industry standard solar production modeling tool, using publicly available historical data for solar resources at the site of the Project, the manufacturer's specifications for production capability of the solar modules, and a reduction for estimated losses for Project usage and conversion, transmission, and transformation of the electricity generated by the Project. This estimate is based on information available to us at the time and is not a guarantee. US Solar shall have the right to unilaterally amend this Exhibit D from time to time by delivering a revised Exhibit D to Project Subscriber, which updates will amend the Project Production Estimates and the Estimate of Subscribed Energy based on then current Project specifications.

Production Year	Project Production Estimate (kWh)	Estimate of Subscribed Energy (kWh)
1	1000000	1000
2	995000	995
3	990025	990
4	985075	985
5	980150	980
6	975249	975
7	970373	970
8	965521	966
9	960693	961
10	955890	956
11	951110	951
12	946355	946
13	941623	942
14	936915	937
15	932230	932
16	927569	928
17	922931	923
18	918316	918
19	913725	914
20	909156	909

Date Exhibit was delivered: Effective Date

EXHIBIT E

UTILITY BILL CREDIT TARIFF

ComEd's Bill Credit Tariff can be found at:

ComEd Rider POGCS:
https://www.comed.com/SiteCollectionDocuments/MyAccount/MyBillUsage/CurrentRates/Ratebook.pdf
Sheet No. 344

Ameren's Bill Credit Tariff can be found at:

Ameren Rider NMCS:

https://www.ameren.com/-/media/rates/files/illinois/aiel30rdnmcs.ashx

EXHIBIT F

STANDARD DISCLOSURE FORM FOR PROJECT

[Attach project-specific PDF]

EXHIBIT G

PROJECT SUBSCRIBER DATA
(as provided by Project Subscriber as of the Effective Date)

Project Subscriber (name as shown on Utility account)

Table A-Subscriptions less than 25kW AC
Table B- Subscriptions larger than or equal to 25kW AC

Table A				
Utility service address (Eligible Address)	Utility account number	Utility meter number	Average annual electrical consumption ("AAEC") (kWh)	Subscription Size (kWh)
	Total:			

Table B				
Utility service address (Eligible Address)	Utility account number	Utility meter number	Average annual electrical consumption ("AAEC") (kWh)	Subscription Size (kWh)
	Total:			

RESOLUTION NO. _____________

A RESOLUTION OF THE VILLAGE OR VILLAGE OF______________, ILLINOIS ENDORSING COMMUNITY SOLAR SAVINGS PROGRAM

WHEREAS, the State of Illinois, through the adoption of the Clean Equitable Jobs Act (CEJA) legislation supports the development of new renewable energy generation resources throughout the state including shared community solar generation projects; and

WHEREAS, to allow Residents or Small Governmental Commercial accounts to support the development of shared community solar resources in Illinois on a voluntary elective basis without the need to install solar panels on their homes and properties through community solar subscriptions. By obtaining a community solar subscription, Residents or Small Governmental Commercial accounts can proactively reduce their total cost of electricity supply by receiving community solar generation credits on their monthly electric utility bills; and,

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Village Board of the Village of __________Illinois that the Village endorses the community solar savings program opportunity and agrees to educate and inform residents regarding its availability with assistance from Rock River Energy Services; and

BE IT FURTHER RESOLVED by the Village President and the Village Board of _________, Illinois that the Village President or Designee are each hereby authorized to execute any necessary documents to facilitate access for the Village and/or for residents of the community solar savings program opportunities.

PASSED UPON MOTION BY ____

SECONDED BY ____

BY ROLL CALL VOTE THIS __________ DAY OF _____________________, 2025

ATTEST:

______________________________	______________________________
Village Clerk	Village President

Agenda Item Executive Summary

Item Name	Main Street Project Bid Acceptance	Committee or Board	Board

BUDGET IMPACT			
Amount:	21,550	*Budgeted:*	N/A
List what fund:	General Fund		

EXECUTIVE SUMMARY

The Village Board approved a resolution at the June 18, 2025 meeting, authorizing a Professional Services Agreement with Fehr Graham for the West Main Street Widening Project.

Fehr Graham, as the Village Engineer, is currently in the process of designing the project. Once the design is finalized, the Board will be asked to approve the acceptance of construction bids and complete the project.

This project represents a significant investment in the Village and is a necessary step in ensuring reliable infrastructure for the community.

ATTACHMENTS (PLEASE LIST)

ACTION REQUESTED

☐For Discussion Only

☒Resolution

☐Ordinance

☒Motion:

MOTION: INFORMATION REGARDING BID ACCEPTANCES WILL BE PROVIDED UPON COMPLETION OF THE BIDDING PROCESS.

Staff:	Joseph Dienberg, Village Administrator Chad Insko, Director of Public Works	Date:	10/1/2025

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

May 19, 2025

President Frank Eubank
Village President
Village of Winnebago
108 West Main Street
Winnebago, Illinois 61088

RE: Proposal for Professional Services
West Main Street Widening

Dear President Eubank,

We understand per the phone conversation with Mr. Chad Insko on May 2, 2025, that the Village wishes to widen the stretch of West Main Street between North Benton Street and the driveway of 209 West Main Street to facilitate on-street parking along the northern edge of the Street, as well as a mill-and-overlay of the portion of West Main Street from North Swift Street to North Benton Street. It is assumed that all construction and engineering will be paid for with local funds. These limits can be seen on the attached exhibit. Based on this, the following is our anticipated scope of services.

SCOPE OF SERVICES

Topographic Survey

Fehr Graham will perform a limited topographic survey where the roadway widening efforts are to be completed. The topographic survey will include the location of paved areas, establish one-foot contours, spot elevations where needed along the parkway, locate visible utilities, and set and establish permanent benchmark(s) on the site. Apparent boundary lines will be confirmed within this area, but a full boundary survey and boundary survey document will not be completed.

Design Engineering

Based on Fehr Graham's topographic survey, Fehr Graham will provide the following Final Engineering Services:

- Final Engineering Plans to facilitate the widening of West Main Street through the preparation of:
    - Removal Plan.
        - Will indicate the removal of existing pavement (roadway, approach, etc.) and earthwork.
    - Site Plan and Details.
        - Proposed plan layouts for roadway widening as described above and limits for mill and overlay.
        - Proposed spot elevations as necessary.
        - Pavement section details.
        - Construction Details as applicable.
        - Erosion Control Details.
- Special Provisions relating to the work depicted in these drawings.

- Fehr Graham will provide an itemized opinion of probable costs for the proposed improvements upon completion of the design phase for the Village of Winnebago to use in verifying the project budget.

Bidding Documents and Services

Utilizing the completed design drawings and project specifications, Fehr Graham will prepare one (1) bid package of documents for the solicitation of bids for the proposed West Main Street Widening project. The bidding process will be completed through solicitation on QuestCDN. As part of this process, Fehr Graham will address potential Contractor questions, manage the bid opening, review and tabulate the bids, and provide a recommendation of award to the Village of Winnebago for their consideration of the project.

EXCLUSIONS

The following items are **not** included in the scope of services proposed here within:

- Tree survey/Tree Preservation Plan.
- Boundary or right-of-way (ROW) surveys.
- Full topographic survey beyond what is itemized above.
- Traffic studies and capacity analysis.
- Environmental assessments and studies.
- Archaeological surveys.
- Construction Observation.
- Construction Administration.
- Engineering design beyond what is explicitly listed above.
- Geotechnical studies/investigations.
- Construction staking.
- Utility improvement design.
- Permit fees.
- NOI/NPDES Permit (assumed less than one acre of soil disturbance).
- Preparation of easements and/or right-of-way documents.
- Detailed ADA ramp design.
- Structural engineering services.
- IDOT coordination and permitting.
- FRSA permitting.

Any of the above services can be performed at an additional cost to the project upon request.

SCHEDULE

Weather and site conditions dependent, Fehr Graham can initiate this project within 2-3 weeks of receiving formal authorization to proceed. It is intended that this project will be designed and ready for bid in August 2025 in anticipation of a Fall 2025 construction. This timing is contingent on contract approval at the first meeting in June 2025.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined above in accordance with the following lump sum fee schedule:

• Topographic Survey	$3,600	(Lump Sum)
• Design Engineering	$14,450	(Lump Sum)
• Bidding Documents and Services	$3,500	(Lump Sum)
Total	**$21,550**	

Payment for the services rendered will be requested via an invoice prepared monthly.

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If this proposal meets your expectations, please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed. We are looking forward to working with the Village of Winnebago on this project. If you have any questions or need anything further, please contact me.

Respectfully submitted,

Luke Ziegler

Luke Ziegler
Staff Engineer

LZ:ss

Enclosures: Agreements for Professional Services

N:\Proposals\2025\Luke Ziegler\Winnebago, Village of\W. Main Street Widening\Winnebago - W. Main Street Widening Proposal.docx

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

AGREEMENT
FOR PROFESSIONAL SERVICES

Client
President Frank Eubank
Village President
Village of Winnebago
108 West Main Street
Winnebago, Illinois 61088

815.335.2020

Description of Services:

West Main Street Widening

Fehr Graham will provide professional services related to the above-referenced project as detailed in our proposal letter dated May 19, 2025.

COST:

The fixed fee for performing the above services is as follows:

• Topographic Survey	$3,600	(Lump Sum)
• Design Engineering	$14,450	(Lump Sum)
• Bidding Documents and Services	$3,500	(Lump Sum)
Total	**$21,550**	

Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice. Fehr Graham does not accept credit and/or debit card payments.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:
I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:		CONSULTANT:	
Signature	Franklin J. Eubank	By	Chris DeSilva
Name	Franklin J. Eubank, Jr	Name	Chris DeSilva, PE
Title	Village President	Title	Chief Operating Officer
Date Accepted	6/18/25	Date Proposed	May 16, 2025

25-1071

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.

2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.

3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.

4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.

5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.

6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.

7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

   In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

   If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.

9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

   The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.

11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.

12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.

14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.

15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.

16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.

17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

    The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed $50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

    Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

    If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.

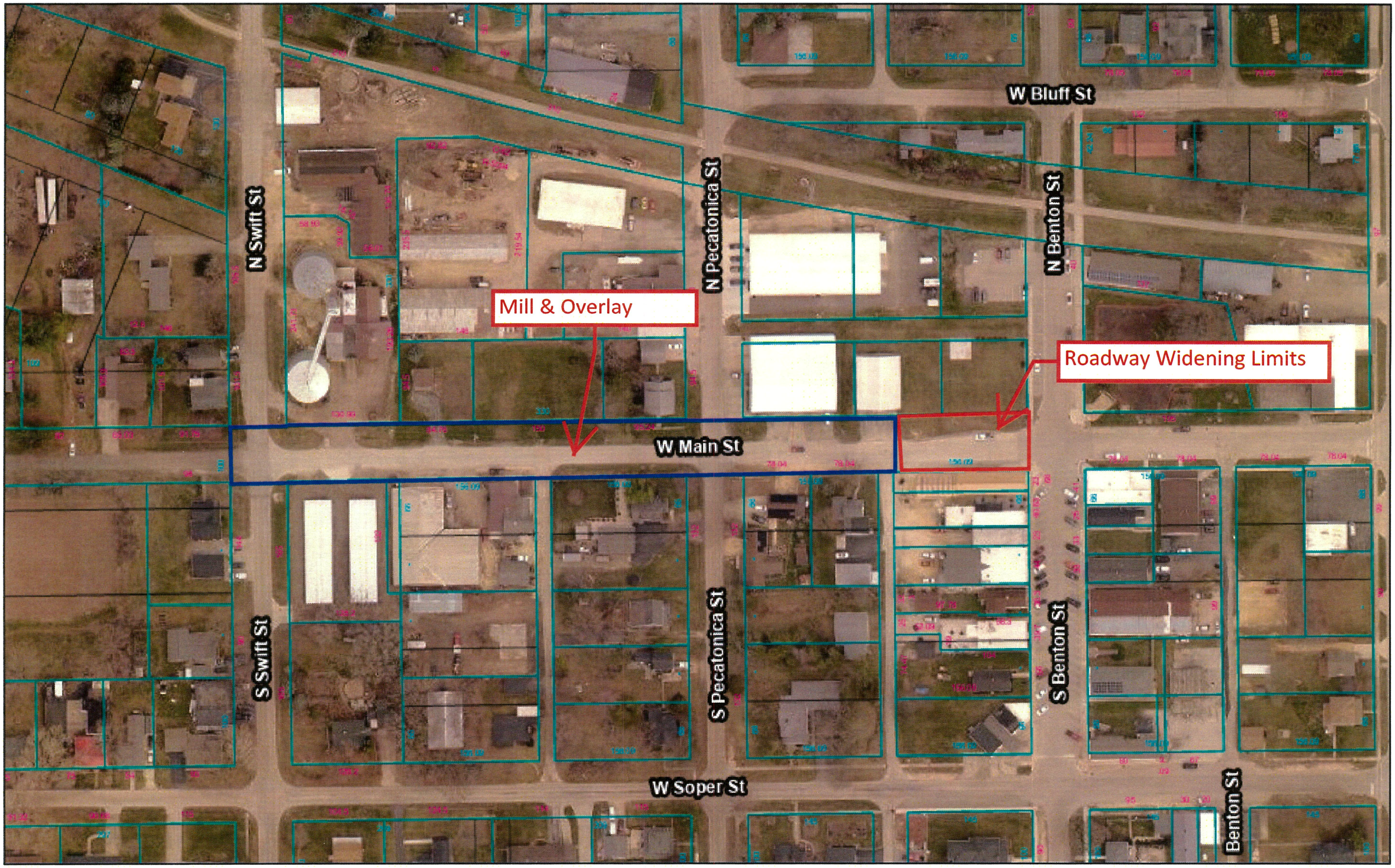
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.

22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

W. Main Street Widening



5/12/2025

1:2,590

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

WinGIS