

City of Hoopeston

301 W Main St

Hoopeston, IL 60942

217-283-5833



NOVEMBER 4, 2025

REGULAR CITY COUNCIL MEETING

MEETING PACKET



**CITY OF HOOPESTON
CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 4, 2025
7:00 PM | CITY HALL**

DATE POSTED: Friday, October 31, 2025

REMOTE MEETING LINK:

<https://us06web.zoom.us/j/86486817656>

REMOTE MEETING ID:

864 8681 7656

- Presentations will have a limit of 5 minutes.
- Public comments will be limited to 3 minutes per person with a total of 30 cumulative minutes.

PLEDGE OF ALLEGIANCE

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. AMENDMENT OR APPROVAL OF THE AGENDA**
- IV. AMENDMENT OR APPROVAL OF THE MINUTES FROM THE PRIOR COUNCIL MEETING**
- V. APPROVAL OF PAYMENT OF THE BILLS**
- VI. PRESENTATIONS**
 - a. MOLLY MORRIS-OWENS – GLOBAL LIFE INSURANCE**
 - b. JACK CURRY – NEXAMP SOLAR**
- VII. PETITIONS TO THE COUNCIL**
- VIII. PUBLIC COMMENT**
- IX. EXECUTIVE SESSION**
- X. REPORT OF OFFICERS**
 - a. EYRICH**
 - i. KEYSTONE SOLAR PROJECT AT WASTEWATER TREATMENT PLANT**
 - b. K. FERRELL**
 - i. RESOLUTION ACCEPTING A BID FOR DEMOLITION OF 819 S. FIFTH ST.**
 - c. M. FERRELL**
 - d. GARRETT**

- e. LAWSON
 - f. MCELHANEY
 - g. PORTH
 - h. SCHARLACH
- XI. COMMUNICATIONS TO THE COUNCIL
- XII. UNFINISHED BUSINESS
- XIII. NEW BUSINESS
- XIV. MAYOR COMMENTS
 - a. RESOLUTION GRANTING AN EXTENSION TO NEXAMP SOLAR
- XV. ATTORNEY COMMENTS
- XVI. ADJOURNMENT

City of Hoopeston

301 W Main St

Hoopeston, IL 60942

217-283-5833



MINUTES FROM

10-21-25 CITY COUNCIL MEETING

COMMITTEE OF THE WHOLE MEETING

CITY OF HOOPESTON

TUESDAY, OCTOBER 21, 2025

6:00 PM – CITY HALL

- I. CALL TO ORDER – Mayor Carter called the committee of the whole to order at 6:06 pm.
- II. ROLL CALL – The following 7 alderpersons were present: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, and Scharlach.
- III. PUBLIC COMMENT – None
- IV. OLD BUSINESS
 - a. ORDINANCE REVIEW – Alderpersons and Mayor Carter continued to review ordinances for changes. Alderwoman Lawson suggested that each alderperson go through their portions of the ordinance book and meet with the department heads to go over the changes. It was agreed to take a break from ordinance review until after the new year.
- V. NEW BUSINESS - None
- VI. ADJOURNMENT – There being no further action or information to come before the committee, the committee of the whole was adjourned at 6:25 pm.

REGULAR CITY COUNCIL MEETING

CITY OF HOOPESTON

TUESDAY, OCTOBER 21, 2025

7:00 PM – CITY HALL

- I. CALL TO ORDER – Mayor Carter called the meeting to order at 7:00 pm following the pledge of allegiance.
- II. ROLL CALL – The following 8 alderpersons were present: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth, and Scharlach. Clerk Hardcastle and Attorney Miller were absent.
- III. AMENDMENT OR APPROVAL OF THE AGENDA – Alderman Garrett moved to approve the agenda as presented. Alderwoman K. Ferrell seconded the motion. Motion carried.
- IV. APPROVAL OF THE MINUTES FROM THE PREVIOUS COUNCIL MEETING – Alderman Garrett advised that his remarks under the city attorney’s comments needed to be amended to read that he wants the 15-day notices for burned out structures to come from the city attorney, not the fire department. Alderman Garrett made a motion to approve the amended minutes. Alderman M. Ferrell seconded the motion. Motion carried.
- V. APPROVAL OF THE PAYMENT OF THE BILLS – Alderman McElhaney moved to approve the payment of the city’s bills. Alderman Garrett seconded the motion. A roll call vote was taken (Ayes: Eyrich, K. Ferrell, M. Ferrell, Garrett, Lawson, McElhaney, Porth, Scharlach – Nays: None – Abstentions: None – Absent: None) and the bills were approved 8-0.
- VI. PRESENTATIONS TO THE COUNCIL – None
- VII. PETITIONS TO THE COUNCIL – None
- VIII. PUBLIC COMMENT - None
- IX. EXECUTIVE SESSION – None
- X. REPORT OF OFFICERS
 - a. EYRICH
 - i. WATER TREATMENT PLANT UPDATE – The water treatment plant should be ready for approval by Thursday, October 23, 2025.

b. K. FERRELL

- i. TIRE COLLECTION – The tire recycling event collected 169 tires. Alderwoman K. Ferrell thanked city workers for helping with this.
- ii. 819 S FIFTH ST DEMOLITION BIDS – Bid specifications are out for the demolition of this structure. Alderman Garrett mentioned that the back fill needs to be clean fill when the property is complete.

c. M. FERRELL

- i. CIVIC CENTER REMODEL – The civic center remodel project is almost ready, and it will start with the kitchen and bathrooms. The committee is waiting on the fire chief to give the occupancy level.

d. GARRETT

- i. BULK GARBAGE – A suggestion was made by Steve Bane to go down to 1 time a month over the winter for bulk garbage. Going down to 1 day a month would reduce cost to the city since the city has to pay if we use extra dumpsters.

e. LAWSON

- i. GRANT – Chief Kelnhofner applied for and received a grant for 6 new tasers for the police department. This also includes instructor fees on how to use them.

f. MCELHANEY

- i. RAILROAD CONSTRUCTION – CSX will be doing railroad crossing work starting October 27, 2025.

g. PORTH – Nothing to report.

h. SCHARLACH – Nothing to report.

XI. COMMUNICATIONS TO THE COUNCIL - None

XII. UNFINISHED BUSINESS

- a. Alderman Eyrich read a letter from Holly Eyrich requesting permission to paint another wall in the civic center. This will be the southwest wall and go along with the 3 other walls that were painted earlier this year. She has had a few more people

come forward and ask that she hang their memorials up. The council had no objections to this.

XIII. NEW BUSINESS – None

XIV. MAYOR COMMENTS

a. DOWNTOWN SPOOKTACULAR – The Hoopeston Jaycees will be having their annual Downtown Spooktacular on October 27, 2025, from 5:30 pm – 7:00 pm. Roads will be closed downtown.

b. DOWNTOWN LOTS – One of the bidders for 217 E Main has withdrawn. A lot of discussion was had about what to do with the other downtown lots. Mayor Carter will discuss with the city attorney on specifics, and a committee of the whole meeting will be held to discuss the lots.

XV. COMMENTS FROM THE ATTORNEY – Absent.

XVI. ADJOURNMENT – There being no further action to come before the council Alderwoman K. Ferrell moved to adjourn the meeting. Alderman Scharlach seconded the motion. Motion was carried 8-0.

City of Hoopeston

301 W Main St

Hoopeston, IL 60942

217-283-5833



**APPROVAL OF PAYMENT
OF THE CITY'S BILLS**

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-50-430 INTERNET SERVICE-GF						
SPARKLIGHT	8160260920009239/1025	INTERNET ACCESS-CITY HALL	10/21/2025	151.60	.00	
Total 01-50-430 INTERNET SERVICE-GF:				151.60	.00	
01-50-435 UTILITIES-GF						
IL Power Marketing dba Homefiel	030800045196	ELECTTRIC - E MAIN ST	10/21/2025	16.65	.00	
Total 01-50-435 UTILITIES-GF:				16.65	.00	
01-50-437 RENTALS-GF						
CINTAS	4246349414	3X5 ACTIVE SCRAPER, 3X5 XT	10/21/2025	49.52	.00	
CINTAS	4247036552	3X5 ACTIVE SCRAPER, 3X5 XT	10/21/2025	49.52	.00	
LEAF	19172328	COPIER LEASE CONTRACT	10/21/2025	68.30	.00	
Total 01-50-437 RENTALS-GF:				167.34	.00	
01-51-430 INTERNET SERVICE-S/A						
SPARKLIGHT	8160260920009239/1025	INTERNET ACCESS- STREET &	10/21/2025	75.80	.00	
Total 01-51-430 INTERNET SERVICE-S/A:				75.80	.00	
01-51-452 OTHER PROF SERVICES S/A						
DANVILLE AREA COMMUNITY C	166443	CDL CLASS B-JARED KELLOGG	10/21/2025	800.00	.00	
DANVILLE AREA COMMUNITY C	189060	CDL B THEORY AND BTW FOR	10/21/2025	800.00	.00	
Total 01-51-452 OTHER PROF SERVICES S/A:				1,600.00	.00	
01-54-436 ST LIGHT BILLING						
IL Power Marketing dba Homefiel	030800045208	ELECTRIC- MAIN ST	10/21/2025	38.45	.00	
Total 01-54-436 ST LIGHT BILLING:				38.45	.00	
02-50-435 UTILITIES-P						
AMEREN CIPS ILLINOIS	5743019009/1025	ELECTRIC-MAIN ST PARK	10/21/2025	38.62	.00	
Total 02-50-435 UTILITIES-P:				38.62	.00	
07-50-430 INTERNET SERVICE						
VERIZON WIRELESS	6125794572	BROADBAND FOR SQUADS	10/21/2025	147.60	.00	
SPARKLIGHT	8160260920009239/1025	INTERNET ACCESS-POLICE	10/21/2025	151.60	.00	
Total 07-50-430 INTERNET SERVICE:				299.20	.00	
07-50-437 RENTALS-PD						
CINTAS	4246349414	3X5 ACTIVE SCRAPER, 3X5 XT	10/21/2025	31.99	.00	
CINTAS	4247036552	3X5 ACTIVE SCRAPER, 3X5 XT	10/21/2025	31.99	.00	
LEAF	19172328	COPIER LEASE CONTRACT	10/21/2025	68.30	.00	
Total 07-50-437 RENTALS-PD:				132.28	.00	
08-50-406 PENSION-F						
BRIAN D LAIRD	65	PENSION	11/01/2025	70.00	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GREG SHIPMAN	211	PENSION	11/01/2025	70.00	.00	
HARRY JOHNSON	211	PENSION	11/01/2025	70.00	.00	
JOHN MCCORMICK	211	PENSION	11/01/2025	70.00	.00	
RODNEY GADDIS	211	PENSION	11/01/2025	70.00	.00	
TIM LANE	211	PENSION	11/01/2025	70.00	.00	
STEPHEN W COMPTON	211	PENSION	11/01/2025	70.00	.00	
TERRY BEAUVOIS	211	FIRE PENSION	11/01/2025	70.00	.00	
ROSS JOHNSON	209	PENSION	11/01/2025	70.00	.00	
DANIEL J MCCALLA JR	212	PENSION	11/01/2025	70.00	.00	
ALLAN B BAKER	211	PENSION	11/01/2025	70.00	.00	
HAROLD MICHAEL	211	PENSION	11/01/2025	70.00	.00	
JOEL BIRD	206	PENSION	11/01/2025	70.00	.00	
Total 08-50-406 PENSION-F:				910.00	.00	
20-51-430 INTERNET SERVICE						
SPARKLIGHT	8160260920009239/1025	INTERNET ACCESS-WATER AD	10/21/2025	75.80	.00	
Total 20-51-430 INTERNET SERVICE:				75.80	.00	
20-51-437 RENTALS-W ADM						
LEAF	19172328	COPIER LEASE CONTRACT	10/21/2025	34.15	.00	
Total 20-51-437 RENTALS-W ADM:				34.15	.00	
20-52-430 INTERNET SERVICE						
SPARKLIGHT	8160260920009239/1025	INTERNET ACCESS-SEWER AD	10/21/2025	75.80	.00	
Total 20-52-430 INTERNET SERVICE:				75.80	.00	
20-52-437 RENTALS-S ADM						
LEAF	19172328	COPIER LEASE CONTRACT	10/21/2025	34.15	.00	
Total 20-52-437 RENTALS-S ADM:				34.15	.00	
20-53-430 INTERNET SERVICE-W TREAT						
SPARKLIGHT	8160260920009239/1025	INTERNET ACCESS-WATER DE	10/21/2025	75.80	.00	
Total 20-53-430 INTERNET SERVICE-W TREAT:				75.80	.00	
20-53-452 OTHER PROF SVCS-W TREAT						
IL ENVIRONMENTAL PROT AG	80425	GABE CANO CLASS C CLASS 1	10/21/2025	5.00	.00	
IL ENVIRONMENTAL PROT AG	80426	DARYL BROWN CLASS D CLAS	10/21/2025	5.00	.00	
Total 20-53-452 OTHER PROF SVCS-W TREAT:				10.00	.00	
20-53-466 OTHER SUPPLIES-W TREAT						
HAWKINS INC	7226635	150LBS CYLENDERS X 4 @10.0	10/21/2025	40.00	.00	
Total 20-53-466 OTHER SUPPLIES-W TREAT:				40.00	.00	
20-53-494 EQUIPMENT-W TREAT						
USA BLUEBOOK #92575	INV00800998	LIQUID DPD3,DPD1B,DPD1A &	10/21/2025	33.69	.00	
USA BLUEBOOK #92575	INV0081993	DUMP PUMP KIT & FREIGHT	10/21/2025	501.23	.00	
Total 20-53-494 EQUIPMENT-W TREAT:				534.92	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20-54-452 OTHER PROF SVCS-W SYSTEM						
IL ENVIRONMENTAL PROT AG	80425	GABE CANO CLASS C CLASS 1	10/21/2025	5.00	.00	
IL ENVIRONMENTAL PROT AG	80426	DARYL BROWN CLASS D CLAS	10/21/2025	5.00	.00	
Total 20-54-452 OTHER PROF SVCS-W SYSTEM:				10.00	.00	
20-54-494 EQUIPMENT-W SYSTEM						
USA BLUEBOOK #92575	INV00800998	LIQUID DPD3,DPD1B,DPD1A &	10/21/2025	33.69	.00	
USA BLUEBOOK #92575	INV0081993	DUMP PUMP KIT & FREIGHT	10/21/2025	501.22	.00	
Total 20-54-494 EQUIPMENT-W SYSTEM:				534.91	.00	
20-56-428 TELEPHONE-S SYSTEM						
FRONTIER	0127115/1025	PHONE BILL-CITY COMPTROLL	10/21/2025	266.61	.00	
Total 20-56-428 TELEPHONE-S SYSTEM:				266.61	.00	
20-57-414 MAINT & REPAIR SYS-S PR TREAT						
ERH ENTERPRISES INC	20503	HOOPESTON LAGOONS SELF	10/21/2025	4,908.57	.00	
Total 20-57-414 MAINT & REPAIR SYS-S PR TREAT:				4,908.57	.00	
30-50-430 INTERNET SERVICE						
SPARKLIGHT	8160260920009239/1025	INTERNEET ACCESS- COMMUN	10/21/2025	151.60	.00	
Total 30-50-430 INTERNET SERVICE:				151.60	.00	
30-50-437 RENTALS-COM						
CINTAS	4246349414	3X5 ACTIVE SCRAPER, 3X5 XT	10/21/2025	31.99	.00	
CINTAS	4247036552	3X5 ACTIVE SCRAPER, 3X5 XT	10/21/2025	31.99	.00	
LEAF	19172328	COPIER LEASE CONTRACT	10/21/2025	68.30	.00	
Total 30-50-437 RENTALS-COM:				132.28	.00	
Grand Totals:				10,314.53	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-50-452 OTHER PROF SERVICE-GF						
TRUSTAGE	820825287183407/1025	457B PLAN CUNA MUTUAL RETI	10/24/2025	612.50	.00	
Total 01-50-452 OTHER PROF SERVICE-GF:				612.50	.00	
01-51-467 UNIFORMS						
BRANDON MOORE	80428	CLOTHING ALLOWANCE	10/24/2025	186.35	.00	
Total 01-51-467 UNIFORMS:				186.35	.00	
01-53-428 TELEPHONE-CEMETERY						
AT&T MOBILITY	287270932538/1025	CELL PHONE-CEMETERY	10/24/2025	91.84	.00	
Total 01-53-428 TELEPHONE-CEMETERY:				91.84	.00	
01-53-478 MONUMENT EXPENSE-CEMETERY						
KELLEY MONUMENT CO.	84804	REPLACE BASE (EYRICH) THAT	10/24/2025	450.00	.00	
Total 01-53-478 MONUMENT EXPENSE-CEMETERY:				450.00	.00	
07-50-455 TRAINING-PD						
UNIVERSITY OF ILLINOIS	UPI13292	TRAINING FOR CHRIS KELNHO	10/24/2025	525.00	.00	
Total 07-50-455 TRAINING-PD:				525.00	.00	
08-50-413 MAINT & REPAIR VEHICLE-F						
JEFFRIES HEAVY EQUIP. REPAI	2055	#65 PURGE VAVLE	10/24/2025	504.82	.00	
Total 08-50-413 MAINT & REPAIR VEHICLE-F:				504.82	.00	
08-50-467 UNIFORMS-F						
RAY O'HERRON CO INC	2439807	WEBER NUMBER & COLLAR PI	10/24/2025	69.90	.00	
Total 08-50-467 UNIFORMS-F:				69.90	.00	
20-55-452 OTHER PROF SVCS-S TREAT						
ERH ENTERPRISES INC	20512	WASTEWATER OPERATION	10/24/2025	21,000.00	.00	
Total 20-55-452 OTHER PROF SVCS-S TREAT:				21,000.00	.00	
20-57-414 MAINT & REPAIR SYS-S PR TREAT						
ERH ENTERPRISES INC	20513	LAGOON 9/18/25 TO 10/18/25	10/24/2025	8,333.33	.00	
Total 20-57-414 MAINT & REPAIR SYS-S PR TREAT:				8,333.33	.00	
31-50-452 OTHER PROF SVCS-MUN COURT						
DAVID B WESNER	10242025	COURT HEARING OFFICER	10/24/2025	250.00	.00	
Total 31-50-452 OTHER PROF SVCS-MUN COURT:				250.00	.00	
Grand Totals:				32,023.74	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-50-405 HOSPITALIZATION INS-GF						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD ADMIN	10/28/2025	35.94	.00	
Total 01-50-405 HOSPITALIZATION INS-GF:				35.94	.00	
01-50-435 UTILITIES-GF						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-ADMN	10/28/2025	17.13	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC-ADMN	10/28/2025	154.97	.00	
Total 01-50-435 UTILITIES-GF:				172.10	.00	
01-51-405 HOSPITALIZATION INS-S/A						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD STREE	10/28/2025	132.69	.00	
Total 01-51-405 HOSPITALIZATION INS-S/A:				132.69	.00	
01-51-419 GROUND UPKEEP-S/A						
OLYMPIC HARDWARE-STREET/	A421777	15LB PROPANE TANK FILLED	10/28/2025	13.50	.00	
Total 01-51-419 GROUND UPKEEP-S/A:				13.50	.00	
01-51-435 UTILITIES-S/A						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-SA GARAGE	10/28/2025	73.88	.00	
Total 01-51-435 UTILITIES-S/A:				73.88	.00	
01-51-452 OTHER PROF SERVICES S/A						
OCCUPATIONAL RISK MANAGE	6634	DOT&LAB FOR JARED AND BR	10/28/2025	320.00	.00	
Total 01-51-452 OTHER PROF SERVICES S/A:				320.00	.00	
01-52-502 FACADE GRANT						
BUILT 2 LAST CONSTRUCTION	80511	FACADE GRABBT APPROVED 8/	10/28/2025	5,000.00	.00	
Total 01-52-502 FACADE GRANT:				5,000.00	.00	
01-53-405 HOSPITALIZATION INS-CEMETERY						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD/CEME	10/28/2025	41.81	.00	
Total 01-53-405 HOSPITALIZATION INS-CEMETERY:				41.81	.00	
01-53-412 MAINT & REPAIR EQUIP-CEMETERY						
OLYMPIC HARDWARE-CEMETE	A421489	CHAIN FOR POLE SAW	10/28/2025	16.63	.00	
Total 01-53-412 MAINT & REPAIR EQUIP-CEMETERY:				16.63	.00	
01-53-437 RENTALS-CEMETERY						
HILTZ PORTABLE SANITATION I	M3265-1	RENTAL PORTA POTTY	10/28/2025	110.00	.00	
Total 01-53-437 RENTALS-CEMETERY:				110.00	.00	
02-50-405 HOSPITALIZATION INS-P						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD PARK	10/28/2025	44.90	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 02-50-405 HOSPITALIZATION INS-P:				44.90	.00	
02-50-435 UTILITIES-P						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-PARK PAV	10/28/2025	70.67	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC-MCNEIL BALL PARK	10/28/2025	129.18	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC-MCFERREN BALL DI	10/28/2025	40.43	.00	
Total 02-50-435 UTILITIES-P:				240.28	.00	
02-50-437 RENTALS-P						
HILTZ PORTABLE SANITATION I	M3265	PORTABLE RENTAL-CEMETERY	10/28/2025	220.00	.00	
Total 02-50-437 RENTALS-P:				220.00	.00	
03-50-466 OTHER SUPPLIES-CIVDEF						
AMAZON CAPITAL SERVICES	1QN6-91LW-VD69	10 CASES OF ASSORTED CAND	10/28/2025	217.20	.00	
Total 03-50-466 OTHER SUPPLIES-CIVDEF:				217.20	.00	
07-50-405 HOSPITALIZATION-PD						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD POLIC	10/28/2025	461.43	.00	
Total 07-50-405 HOSPITALIZATION-PD:				461.43	.00	
07-50-413 MAINT & REPAIR VEHICLE-PD						
LITHGOW AUTOMOTIVE INC	18160	AC/CHARGE	10/28/2025	276.50	.00	
PAUL'S 24 HOUR TOWING SER	0022347	4A 54 AC LINE INSTALLED	10/28/2025	418.64	.00	
PAUL'S 24 HOUR TOWING SER	022341	4A51 OIL CHANGE	10/28/2025	97.00	.00	
PAUL'S 24 HOUR TOWING SER	022342	4A53OIL CHANE AND REPAIRS	10/28/2025	190.58	.00	
Total 07-50-413 MAINT & REPAIR VEHICLE-PD:				982.72	.00	
07-50-435 UTILITIES-PD						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-POLICE	10/28/2025	17.13	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC-POLICE	10/28/2025	154.97	.00	
Total 07-50-435 UTILITIES-PD:				172.10	.00	
07-50-467 UNIFORMS-PD						
RAY O'HERRON CO INC	2439854	BOOTS FOR SGT HERMAN UNI	10/28/2025	170.00	.00	
Total 07-50-467 UNIFORMS-PD:				170.00	.00	
08-50-435 UTILITIES-F						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-FIRE ST 2	10/28/2025	87.65	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC-FIRE STATION	10/28/2025	129.77	.00	
Total 08-50-435 UTILITIES-F:				217.42	.00	
09-50-416 POST & SIGNS						
HALL SIGNS INC	84806	NUMEROUS STREET SIGNS	10/28/2025	1,716.54	.00	
Total 09-50-416 POST & SIGNS:				1,716.54	.00	
12-50-466 OTHER SUPPLIES-ESDA						
AMAZON CAPITAL SERVICES	1QN6-91LW-VD69	10 CASES OF ASSORTED CAND	10/28/2025	217.19	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 12-50-466 OTHER SUPPLIES-ESDA:				217.19	.00	
20-4590 INFRASTRUCTURE MAINT						
Iroquois Federal	74000289 10/25	INTEREST FOR LOAN 74000289	10/28/2025	3,022.90	.00	
Total 20-4590 INFRASTRUCTURE MAINT:				3,022.90	.00	
20-51-405 HOSPITALIZATION INS- W ADM						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD WATE	10/28/2025	20.98	.00	
Total 20-51-405 HOSPITALIZATION INS- W ADM:				20.98	.00	
20-51-435 UTILITIES-W ADM						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-WATER ADMN	10/28/2025	8.56	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC- W ADMN	10/28/2025	77.47	.00	
Total 20-51-435 UTILITIES-W ADM:				86.03	.00	
20-52-405 HOSPITALIZATION INS-S ADM						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD SEWE	10/28/2025	20.97	.00	
Total 20-52-405 HOSPITALIZATION INS-S ADM:				20.97	.00	
20-52-435 UTILITIES-S ADM						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-S ADMN	10/28/2025	8.56	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC-SEWER ADMN	10/28/2025	77.47	.00	
Total 20-52-435 UTILITIES-S ADM:				86.03	.00	
20-53-405 HOSPITALIZATION INS-W TREAT						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD/ WATE	10/28/2025	45.87	.00	
Total 20-53-405 HOSPITALIZATION INS-W TREAT:				45.87	.00	
20-53-428 TELEPHONE-W TREAT						
FRONTIER	0704935 10/25	PHONE BILL-WATER SUPPLY	10/28/2025	277.50	.00	
Total 20-53-428 TELEPHONE-W TREAT:				277.50	.00	
20-53-498 WATER TREATMENT PLANT EXPENSES						
BUILT 2 LAST CONSTRUCTION	80430	PUMP HOUSE-NEW WINDOW F	11/28/2025	2,975.00	.00	
SCHOMBURG & SCHOMBURG	80432	CHORINE TABLETS & HOOKING	10/28/2025	2,022.15	.00	
Total 20-53-498 WATER TREATMENT PLANT EXPENSES:				4,997.15	.00	
20-54-405 HOSPITALIZATION INS-W SYSTEM						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD/ WATE	10/28/2025	45.87	.00	
Total 20-54-405 HOSPITALIZATION INS-W SYSTEM:				45.87	.00	
20-56-405 HOSPITALIZATION INS-S SYSTEM						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD WATE	10/28/2025	45.87	.00	
Total 20-56-405 HOSPITALIZATION INS-S SYSTEM:				45.87	.00	
20-56-428 TELEPHONE-S SYSTEM						
FRONTIER	02527975 10/25	PHONE BILL-WATER DEPT	10/28/2025	260.61	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 20-56-428 TELEPHONE-S SYSTEM:				260.61	.00	
20-56-435 UTILITIES0-S SYSTEM						
IL Power Marketing dba Homefiel	010000144397	ELECTRIC- CLOVER LIFT STATI	10/28/2025	2,233.39	.00	
Total 20-56-435 UTILITIES0-S SYSTEM:				2,233.39	.00	
30-50-405 HOSPITALIZATION INS-COM						
STANDARD INSURANCE CO	154781 10/25	LIFE INSURANCE & STD COMM	10/28/2025	128.62	.00	
Total 30-50-405 HOSPITALIZATION INS-COM:				128.62	.00	
30-50-435 UTILITIES-COM						
AMEREN CIPS ILLINOIS	2547008117 10/25	GAS-COMMUNICATIONS	10/28/2025	17.13	.00	
AMEREN CIPS ILLINOIS	5447008411 10/25	ELECTRIC-COMM	10/28/2025	154.97	.00	
Total 30-50-435 UTILITIES-COM:				172.10	.00	
43-50-501 ONE TIME EXPENSE-TIF						
SILVER BROTHERS INC	2025/35B	1/2 OF GAIL LANES BUILDING	10/28/2025	18,350.00	.00	
Total 43-50-501 ONE TIME EXPENSE-TIF:				18,350.00	.00	
Grand Totals:				40,370.22	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Only unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
01-50-412 MAINT & REPAIR EQUIP-GF						
CROSE'S PLUMBING	776	CITY HALL A/C NOT WORKING	10/30/2025	21.75	.00	
Total 01-50-412 MAINT & REPAIR EQUIP-GF:				21.75	.00	
01-50-446 LEGAL-GF						
HEYL ROYSTER VOELKER & AL	INTERIM 1823704	REVIEW/ANALYZE FOR BILDIN	10/30/2025	25.00	.00	
Total 01-50-446 LEGAL-GF:				25.00	.00	
01-50-499 LIBRARY REP TAX EXPENSE						
HOOPESTON PUBLIC LIBRARY	050499 10302025	LIBRARY TAX REPLACEMENT-O	10/30/2025	4,765.30	.00	
Total 01-50-499 LIBRARY REP TAX EXPENSE:				4,765.30	.00	
05-50-463 GARBAGE DEPOSIT REFUND						
ANDERSON MURFIN	15776015	REFUND-GARBAGE DEPOSIT	10/30/2025	5.00	.00	
Total 05-50-463 GARBAGE DEPOSIT REFUND:				5.00	.00	
07-50-412 MAINT & REPAIR EQUIPMENT-PD						
CROSE'S PLUMBING	776	CITY HALL A/C NOT WORKING	10/30/2025	21.75	.00	
Total 07-50-412 MAINT & REPAIR EQUIPMENT-PD:				21.75	.00	
07-50-443 POSTAGE-PD						
CITY WATER COLLECTOR R/C	10302025	HPD POSTAGE	10/30/2025	57.26	.00	
Total 07-50-443 POSTAGE-PD:				57.26	.00	
08-50-411 MAINT & REPAIR BLDGS-F						
OLYMPIC HARDWARE-FIRE	B721850	CHARCOAL	10/30/2025	14.39	.00	
Total 08-50-411 MAINT & REPAIR BLDGS-F:				14.39	.00	
08-50-413 MAINT & REPAIR VEHICLE-F						
RUSH ADMINISTRATIVE SERVI	80512	REPAIR TECH TRACEL TIME RE	10/30/2025	125.00	.00	
Total 08-50-413 MAINT & REPAIR VEHICLE-F:				125.00	.00	
20-51-412 MAINT & REPAIR EQUIP-W ADM						
CROSE'S PLUMBING	776	CITY HALL A/C NOT WORKING	10/30/2025	10.87	.00	
Total 20-51-412 MAINT & REPAIR EQUIP-W ADM:				10.87	.00	
20-51-443 POSTAGE-W ADM						
CITY WATER COLLECTOR R/C	10302025	WATER DRAWER POSTAGE	10/30/2025	19.93	.00	
Total 20-51-443 POSTAGE-W ADM:				19.93	.00	
20-51-463 WATER REFUND						
ANDERSON MURFIN	15776015	REFUND-WATER DEPOSIT	10/30/2025	78.93	.00	
TODD BURCH	17917009	REFUND OF OVERPAYMENT O	10/30/2025	73.97	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 20-51-463 WATER REFUND:				152.90	.00	
20-52-412 MAINT & REPAIR EQUIP-S ADM						
CROSE'S PLUMBING	776	CITY HALL A/C NOT WORKING	10/30/2025	10.88	.00	
Total 20-52-412 MAINT & REPAIR EQUIP-S ADM:				10.88	.00	
20-52-443 POSTAGE-S ADM						
CITY WATER COLLECTOR R/C	10302025	SEWER DRAWER POSTAGE	10/30/2025	19.94	.00	
Total 20-52-443 POSTAGE-S ADM:				19.94	.00	
20-53-412 MAINT & REPAIR EQUIP-W TREAT						
USA BLUEBOOK #92575	INV00860548	SELENOID VALVE AND FREIGH	10/30/2025	1,049.05	.00	
HAWKINS INC	7231264	FREIGHT/FUEL, HYDRO ACID, 1	10/30/2025	1,838.94	.00	
Total 20-53-412 MAINT & REPAIR EQUIP-W TREAT:				2,887.99	.00	
20-53-445 FEES - WATER TREAT						
OLYMPIC HARDWARE-WATER	B722246	UNITED PARCEL	10/30/2025	19.50	.00	
Total 20-53-445 FEES - WATER TREAT:				19.50	.00	
20-53-452 OTHER PROF SVCS-W TREAT						
OLYMPIC HARDWARE-WATER	B722405	UNITED PARCEL	10/30/2025	14.58	.00	
Total 20-53-452 OTHER PROF SVCS-W TREAT:				14.58	.00	
20-53-466 OTHER SUPPLIES-W TREAT						
OLYMPIC HARDWARE-WATER	B721914	1 1/4 CLOSE NIPPLE	10/30/2025	1.34	.00	
OLYMPIC HARDWARE-WATER	B721915	1 1/4" CLOSE NIPPLE	10/30/2025	1.34	.00	
OLYMPIC HARDWARE-WATER	B721922	1 1/2 X 1 1/4 COUPLING	10/30/2025	5.09	.00	
OLYMPIC HARDWARE-WATER	B721927	GRY PC UIONS 1 1/4"	10/30/2025	4.19	.00	
Total 20-53-466 OTHER SUPPLIES-W TREAT:				11.96	.00	
20-54-412 MAINT & REPAIR EQUIP-W SYSTEM						
UTILITY SUPPLY COMPANY INC	1540662	3/4TYPEK COPPER100FT,5/8X3/	10/30/2025	1,552.59	.00	
OLYMPIC HARDWARE-WATER	A4211683	1/2"X1 1/4"CLAMP,3/4"THREAD	10/30/2025	84.42	.00	
OLYMPIC HARDWARE-WATER	A421492	MIDWEST FASTNER PACKAGE	10/30/2025	6.59	.00	
OLYMPIC HARDWARE-WATER	B722208	48' MASON COTTON LINE	10/30/2025	2.69	.00	
Total 20-54-412 MAINT & REPAIR EQUIP-W SYSTEM:				1,646.29	.00	
20-54-413 MAINT & REPAIR VEH-W SYSTEM						
ANTHEM	96809	LBR FOR BREAKS&AIRFLTR, PA	10/30/2025	69.91	.00	
Total 20-54-413 MAINT & REPAIR VEH-W SYSTEM:				69.91	.00	
20-54-466 OTHER SUPPLIES-W SYSTEM						
OLYMPIC HARDWARE-WATER	B721914	1 1/4 CLOSE NIPPLE	10/30/2025	1.35	.00	
OLYMPIC HARDWARE-WATER	B721915	1 1/4 " CLOSE NIPPLE	10/30/2025	1.35	.00	
OLYMPIC HARDWARE-WATER	B721922	1 1/2 X1 1/4 COUPLING	10/30/2025	5.10	.00	
OLYMPIC HARDWARE-WATER	B721927	GRY PVC UNIONS 1 1/4"	10/30/2025	4.19	.00	
Total 20-54-466 OTHER SUPPLIES-W SYSTEM:				11.99	.00	

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20-56-412 MAINT & REPAIR EQUIP-S SYSTEM						
OLYMPIC HARDWARE-WATER	A421492	5 GAL PLASTIC PAIL LID	10/30/2025	4.49	.00	
OLYMPIC HARDWARE-WATER	B722208	PLASTIC PAIL 5 GAL & LID	10/30/2025	9.78	.00	
Total 20-56-412 MAINT & REPAIR EQUIP-S SYSTEM:				14.27	.00	
20-56-413 MAINT & REPAIR VEH-S SYSTEM						
ANTHEM	96809	LBR FOR BREAKS & AIR FLTR,	10/30/2025	69.90	.00	
Total 20-56-413 MAINT & REPAIR VEH-S SYSTEM:				69.90	.00	
20-56-466 OTHER SUPPLIES-S SYSTEM						
OLYMPIC HARDWARE-WATER	B721914	1 1/4 CLOSE NIPPLE	10/30/2025	1.35	.00	
OLYMPIC HARDWARE-WATER	B721915	1 1/4" CLOSE NIPPLE	10/30/2025	1.35	.00	
OLYMPIC HARDWARE-WATER	B721922	1 1/2 X 1 1/4 COUPLING	10/30/2025	5.10	.00	
OLYMPIC HARDWARE-WATER	B721927	GRY PVC UNIONS 1 1/4 "	10/30/2025	4.20	.00	
Total 20-56-466 OTHER SUPPLIES-S SYSTEM:				12.00	.00	
20-57-414 MAINT & REPAIR SYS-S PR TREAT						
RICHARD CAPPELLANO	80516	REIMBURSE FOR 6PC TAPPING	10/30/2025	65.54	.00	
Total 20-57-414 MAINT & REPAIR SYS-S PR TREAT:				65.54	.00	
30-50-412 MAINT & REPAIR EQUIPMENT-COM						
CROSE'S PLUMBING	776	CITY HALL A/C NOT WORKING	10/30/2025	21.75	.00	
Total 30-50-412 MAINT & REPAIR EQUIPMENT-COM:				21.75	.00	
Grand Totals:				10,095.65	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Only unpaid invoices included.

Invoice	Invoice Date	Vendor Number	Merchant Vendor Number	Description	Extended Price	GL Account Number
10325	10/3/2025	4442		3302 PSN	35.16	150460
80407	10/3/2025	4442		2765 VERMILION COUNTY TREASURER	2.86	150497
80407	10/3/2025	4442		2765 VERMILION COUNTY TREASURER	57.71	150497
E0100ZMKMT	10/3/2025	4442		4441 MICROSOFT	10	150459
E0100XMJ40	10/3/2025	4442		4441 MICROSOFT	133.12	150459
INV324974356	10/8/2025	4442		4750 ZOOM	40	150459
102025	10/20/2025	4442		4856 ADOBE	21.29	150459
102125	10/21/2025	4442		8374 INTERMEDIA.NET	648	150459
102725	10/27/2025	4442		4856 ADOBE	21.29	150459

City of Hoopeston

301 W Main St

Hoopeston, IL 60942

217-283-5833



KEYSTONE SOLAR PROPOSAL FOR WASTE WATER TREATMENT PLANT

Keystone Power Holdings, LLC

www.keystoneph.com
12 Paoli Pike Suite 5
Paoli, PA 19301
484-301-0755

Hoopeston WWTP_escalator rate

This model includes a ~570 kW array located on a ground mount array of plant property. There is a savings of >\$1.8m over a 35 year period compared to the most recent bills provided. We are assuming that property taxes will not be charged, will be abated, or will be paid by the college to support this rate. We are also assuming the 30% Investment Tax Credit and 10% Energy Community adder remain after the reconciliation bill is passed by the US Congress (same as current law).

System Info

DC Rating (kW)	570
Capacity Factor (kWh/kWp/yr)	1,350
AC Output (kW/yr 1)	769,500
Annual kWh Production Degradation	0.50%

Utility/PPA Info

Offsettable Supply Price/kWh	\$0.08597
Annual Supply Inflation Rate	3.40%
PPA Price/kWh	\$0.06500
PPA Escalator	1.50%
Year 1 Rate Discount %	-24.39%
Year 30 Rate Discount %	-59.01%

ELECTRICAL SAVINGS OVER 35 YEARS -								
YEAR	YR #	Current Utility Rate	New Solar PPA Rate	Solar Power Produced (kWh)	12 Month Utility Costs	12 Month PPA Costs	Annual Savings	Cumulative Savings
2023	1	\$0.0860	\$0.0650	769,500	\$66,151	\$50,018	\$16,133	
2024	2	\$0.0889	\$0.0660	765,653	\$68,058	\$50,514	\$17,544	\$33,677
2025	3	\$0.0919	\$0.0670	761,824	\$70,020	\$51,015	\$19,005	\$52,682
2026	4	\$0.0950	\$0.0680	758,015	\$72,039	\$51,522	\$20,517	\$73,199
2027	5	\$0.0983	\$0.0690	754,225	\$74,116	\$52,033	\$22,083	\$95,282
2028	6	\$0.1016	\$0.0700	750,454	\$76,252	\$52,549	\$23,703	\$118,985
2029	7	\$0.1051	\$0.0711	746,702	\$78,451	\$53,071	\$25,380	\$144,365
2030	8	\$0.1086	\$0.0721	742,968	\$80,712	\$53,598	\$27,115	\$171,480
2031	9	\$0.1123	\$0.0732	739,253	\$83,039	\$54,130	\$28,910	\$200,389
2032	10	\$0.1161	\$0.0743	735,557	\$85,433	\$54,667	\$30,767	\$231,156
2033	11	\$0.1201	\$0.0754	731,879	\$87,896	\$55,209	\$32,687	\$263,843
2034	12	\$0.1242	\$0.0766	728,220	\$90,431	\$55,757	\$34,673	\$298,516
2035	13	\$0.1284	\$0.0777	724,579	\$93,038	\$56,311	\$36,727	\$335,243
2036	14	\$0.1328	\$0.0789	720,956	\$95,720	\$56,870	\$38,850	\$374,093
2037	15	\$0.1373	\$0.0801	717,351	\$98,480	\$57,434	\$41,045	\$415,139
2038	16	\$0.1419	\$0.0813	713,764	\$101,319	\$58,004	\$43,315	\$458,453
2039	17	\$0.1468	\$0.0825	710,195	\$104,240	\$58,580	\$45,660	\$504,113
2040	18	\$0.1518	\$0.0837	706,645	\$107,245	\$59,161	\$48,084	\$552,197
2041	19	\$0.1569	\$0.0850	703,111	\$110,337	\$59,748	\$50,588	\$602,786
2042	20	\$0.1623	\$0.0863	699,596	\$113,518	\$60,341	\$53,176	\$655,962
2043	21	\$0.1678	\$0.0875	696,098	\$116,791	\$60,940	\$55,850	\$711,812
2044	22	\$0.1735	\$0.0889	692,617	\$120,158	\$61,545	\$58,613	\$770,425
2045	23	\$0.1794	\$0.0902	689,154	\$123,622	\$62,156	\$61,466	\$831,891
2046	24	\$0.1855	\$0.0915	685,708	\$127,186	\$62,773	\$64,413	\$896,304
2047	25	\$0.1918	\$0.0929	682,280	\$130,853	\$63,396	\$67,457	\$963,760
2048	26	\$0.1983	\$0.0943	678,868	\$134,625	\$64,025	\$70,600	\$1,034,360
2049	27	\$0.2051	\$0.0957	675,474	\$138,506	\$64,661	\$73,846	\$1,108,206
2050	28	\$0.2120	\$0.0972	672,097	\$142,499	\$65,302	\$77,197	\$1,185,403
2051	29	\$0.2192	\$0.0915	668,736	\$146,608	\$61,219	\$85,389	\$1,270,792
2052	30	\$0.2267	\$0.0929	665,393	\$150,834	\$61,827	\$89,008	\$1,359,799
2053	31	\$0.2344	\$0.0943	662,066	\$155,183	\$62,440	\$92,743	\$1,452,542
2054	32	\$0.2424	\$0.0957	658,755	\$159,657	\$63,060	\$96,597	\$1,549,139
2055	33	\$0.2506	\$0.0972	655,462	\$164,260	\$63,686	\$100,574	\$1,649,712
2056	34	\$0.2591	\$0.0986	652,184	\$168,995	\$64,318	\$104,677	\$1,754,390
2057	35	\$0.2679	\$0.1001	648,923	\$173,867	\$64,956	\$108,911	\$1,863,301
Totals					\$3,910,137	\$2,046,837	\$1,863,301	
35 Yr Savings* =							\$1,863,301	

Electric Usage

TOTAL:	808,080 kWh	(Based on 12 months historical)
95% of Total:	767,676 kWh	(Recommended maximum 95%)

Array Output

AC Output/YR 1	769,500 kWh	(From PV System Year 1)
% of Total Usage	95%	(At or Under Recommended Maximum)

Utility Rate Calculation

Utility Bill Charges	\$69,467	(Per Year, Offsettable Charges, Excluding Taxes)
Energy Used (kWh)	808,080	(From Analysis to Right)
Utility price/kWh	\$0.08597	(Supply and Offsettable Demand, From Recent Bills, Excluding Taxes)

Estimated Electric Usage History

Month	kWh from bills	
Jan	86,070	Actual
Feb	72,639	Actual
Mar	75,500	Actual
Apr	70,200	Estimate
May	69,204	Actual
Jun	50,232	Actual
Jul	57,599	Actual
Aug	58,852	Actual
Sep	58,433	Actual
Oct	60,987	Actual
Nov	71,848	Actual
Dec	76,516	Actual
Total	808,080	

*Cost savings are generated based on recent utility rates along with an estimated annual utility inflation rate, which is subject to change.

CONFIDENTIALITY NOTICE: This document contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited.

Keystone Power Holdings, LLC

Solar Proposal Without Capital Investment for



About Keystone Power Holdings, LLC

- Keystone Power Holdings, LLC (Keystone) is a US-based solar development and finance holding company whose subsidiaries have been in business since before 2012.
- We focus on commercial and utility scale projects throughout the Americas with a mission to help clients realize savings through the production of clean energy while also reducing their carbon footprint.
- Keystone's principals have over 25 years of combined solar photovoltaics industry experience, and Keystone and its financing partners have completed over \$100m of solar financings across the Americas with major commercial and industrial clients.
- We are committed to providing cost-competitive, cleaner energy to our customers with exceptional service.
- Some of our recent projects include:

3.9 MW Private College, MA

2.0 MW Corporate Retailer, CT

1.7 MW School District, MA

1.2 MW Corporate Manufacturer, CA

1.1 MW Treatment Plant, IL

0.3 MW Treatment Plant, IL

0.3 MW Treatment Plant, IL

2.4 MW School District, NM

2.4 MW School District, CA

1.4 MW Private College, IL

1 MW Corporate Manufacturer, SC

0.8 MW School District, IL

0.5 MW Treatment Plant, IL

0.2 MW Treatment Plant, IL

Keystone's Founders

William R. DePhillipo

William is a Co-Founder of Keystone Power Holdings, LLC and is responsible for the overall development pipeline, land development and deal acquisition in North America. William has successfully developed and built commercial solar arrays in many states in the us including Puerto Rico.

William is owner of Green Energy Partners which was formed in 2011 with a focus to develop distributed generation solar projects in North America. GEP is focused on the development of Power Purchase Agreements with municipalities, local schools and universities for the purpose of delivering considerable cost savings to the client through developing large solar array fields. William has developed and built over 50 MWs of distributed generation projects while with GEP.

William previously delivered over 15 MW of volume in < 1 year as part of Conergy's senior development team.

William previously served as President and is currently sole owner of WRD Properties LLC, which acquired and purchased residential and commercial tenant buildings. WRD Properties currently owns and operates a portfolio of buildings in Pennsylvania and New Jersey.

William served as President and CEO of TMI FirstSearch. TMI FirstSearch was a national staffing firm specializing in recruiting for the Telecommunications industry. Established and managed by him in 1994, TMI FirstSearch exponentially grew to be one of the most successful national firms in their niche market with multi-million dollar revenue's and over 55 employees which was later acquired by Berwyn Consulting Group in 2006. William attended Villanova University and Stockton State College.

Anthony C. Fotopoulos

Anthony is a Co-Founder of Keystone Power Holdings, LLC and focuses on partner management, due diligence, deal placement, and financing

Previously Anthony was President and CEO of Conergy Americas (now a part of Macquarie Bank's Green Investment Group), the North, Central and South American units of the billion dollar solar development, finance, engineering, procurement, construction and O&M firm, where he was responsible for all of Conergy's efforts across all business segments.

Anthony started working with Conergy in 2006, initially with various roles in Corporate Strategy and in Sales, then as MD for distribution business and later as CFO/COO for Americas before becoming President and CEO and a member of the global Conergy Board. In his time at Conergy, Anthony and his teams have sold, built and/or financed over 300 MW of solar PV.

Before Conergy, Anthony was one of the founders of Photon Consulting, one of the original solar market research and consulting firms. Anthony was heavily focused on demand forecasting, value chain price analysis and new technologies. Anthony worked with many of the largest companies in or looking at solar for profit or finance through his time there.

Anthony also has over 10 years of operational and consulting experience across a variety of industries including Renewable Energy, Consumer Products, High Tech, Retail, and Transportation from his time at Ernst & Young and Accenture. He received his MBA from M.I.T. and has a BS in Computer Science and Decision Sciences.

Single Source Provider for Solar

Keystone provides all services for going solar:

- ❑ **Development and Engineering** – *Keystone coordinates all development and interconnection work through our civil and electrical and engineering vendors. Keystone handles all of the permitting and entitlement work and is your single point of contact throughout the development of the projects*
- ❑ **Construction** – *Keystone's construction arm (KPH Construction Services) is the general contractor on the project and handles all sourcing and coordinates the construction. We also work with local contractors to provide the labor to assemble the system, but manage all activities in house*
- ❑ **Financed by us** – *Keystone owns the projects and arranges financing through local/regional banks through our asset ownership arm, KPH Solar Farms. Keystone is one of the very few firms that can finance small behind the meter projects efficiently as we have proposed for the city, but is also skilled at easier to finance large community solar/utility projects*

KEYSTONE IS YOUR ONE STOP SHOP PROVIDER FROM INITIAL CONCEPTION ALL THE WAY THROUGH ASSET MANAGEMENT OVER THE LIFE OF THE AGREEMENT. FEW OTHERS COMPLETE THE ENTIRE PROJECT LIFE CYCLE AS KEYSTONE DOES FOR BOTH BEHIND THE METER AND COMMUNITY SOLAR/UTILITY SCALE.

Behind the meter - Solar power sold through a Power Purchase Agreement “PPA” with ownership options after 10 years

“PPA” agreement

Allows the host to purchase power at a reduced cost

Does not involve any up-front cost from the host

We build and manage the system over its lifetime so the host does not have any operational responsibilities

Contract with buy-out options after 10, 15, 20, 25, 30 or 35 years



There is no upfront investment, simply commitment to make monthly payments for electricity generated by the solar facility at rates that are lower than the utility rates over a 35- year period at a fixed price. After the PPA term you will have the option to renew (or buyout), and all electricity produced is free.

Keystone has industry standard solar PPA Templates

Benefits of our offering

- ❑ **Save Money** – *Reduce utility bills & operating costs*
- ❑ **No investment or management required** – *System is installed and operated by us*
- ❑ **Decrease Risks** – *Hedge against rising electricity prices by locking prices below utility rates*
- ❑ **Environmental Responsibility** – *Preserve natural resources, become energy independent*
- ❑ **Education** – *Be an environmental leader and educate citizens and neighbors*

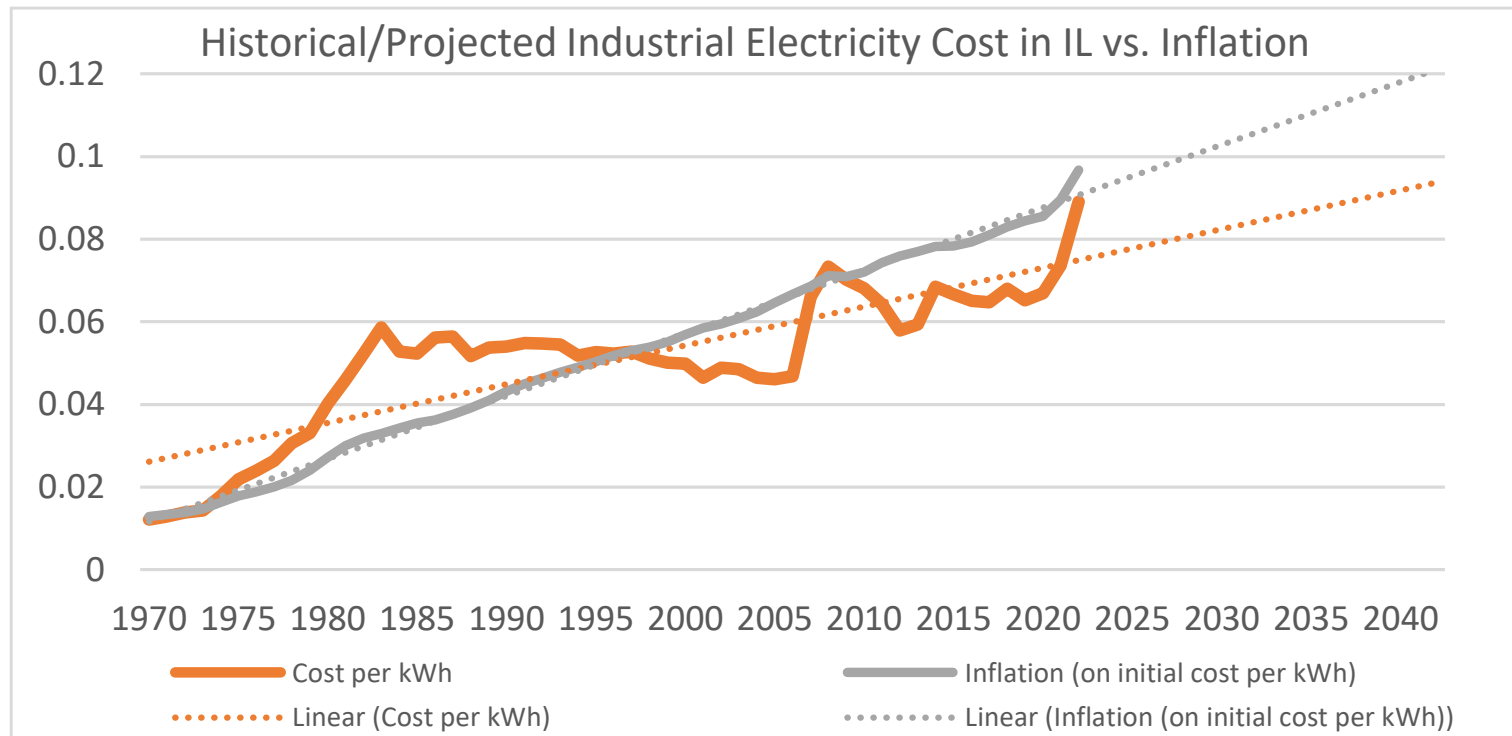


Net Metered Ground Layout for the 570 kW DC System



The proposed solar array location is ground mounted on plant property. This design can be adjusted based on WWTP plan needs, but land designated as potentially available was used for this design

Historical industrial prices in Illinois have been escalating at almost 4%



<https://www.usinflationcalculator.com/inflation/historical-inflation-rates/>
https://www.eia.gov/state/seds/sep_prices/total/csv/pr_all.csv, <https://www.eia.gov/state/seds/seds-data-complete.php?sid=US#CompleteDataFile>
<https://www.eia.gov/beta/states/iframe/chart?energies=&frequency=M®ions=§ors=IND&states=IL&units=&id=state-chart-19&type=TABLE>
https://www.eia.gov/state/seds/sep_prices/notes/pr_elec.pdf

Power Purchase Agreement Summary Terms

- ❑ ~570W DC system installed on plant property
- ❑ No investment or operational responsibility
- ❑ 35-year agreement to generate and purchase electricity at fixed rates
- ❑ Starting rate of \$0.065/kWh (>24% first year savings), escalates 1.5%/year (less than current Price to Compare)
- ❑ Cumulative savings over the PPA term of \$1.8m
- ❑ PPA buyout / system purchase options at years 10, 15, 20, 25, 30 & 35
- ❑ Rate assumes minimal <\$25K interconnection costs from utility. If higher, PPA rate will increase slightly to cover increased interconnection costs from utility.
- ❑ We are also assuming the 30% Investment Tax Credit and 10% Energy Community adder remain in any tax updates to law by the US Congress (same as current Federal law).
- ❑ Finally, we are assuming property taxes will not be charged (current law for behind the meter projects)
- ❑ *Price/Terms are good for 60 days*

An Experienced Project Team is Here to Make Your Solar Project a Reality

William R. DePhillipo
Partner
billy@keystoneph.com
484-301-0755 x 20

Illinois office
100 Illinois Street, Suite 200
St. Charles, Illinois, 60174
630-338-1650



Anthony Fotopoulos
Partner
anthony@keystoneph.com
484-301-0755 x 23

Headquarters
12 Paoli Pike, Suite 5
Paoli, Pennsylvania 19301
484-301-0755



Lauralyn Farwell
Illinois Regional BDM
lauralyn@keystoneph.com
773-910-9909

Keystone 1.8 MW Ground Mount System at Lincoln WTP



Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:	City of Hoopeston	Seller:	KPH IL [REDACTED], LLC and/or it’s nominees
Name and Address	Attention: Mayor Jeff Wise 301 Main Street Hoopeston, Illinois 60942	Name and Address	12 Paoli Pike Ste#5 Paoli PA. 19301 Attention: Legal Department
Phone	217-283-5320	Phone	484 301-0755 x20
E-mail	jeffwise@cityofhoopeston.com	E-mail	admin@keystoneph.com
Premises Ownership	Purchaser [REDACTED] owns the parcels of land on which each “ Facility ” will be built (collectively, the “ Premises ”). [REDACTED] [REDACTED]	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from each of the solar panel systems described in **Exhibit 2** (the “**Systems**”) and installed at the Purchaser’s facilities described in **Exhibit 2** (the “**Facilities**”).

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

<u>Exhibit 1</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	Systems Description
<u>Exhibit 3</u>	Credit Information
<u>Exhibit 4</u>	General Terms and Conditions
<u>Exhibit 5</u>	Form of Easement Agreement

Purchaser: City of Hoopeston

Seller: KPH IL [REDACTED], LLC and/or it’s nominees

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Basic Terms and Conditions

1. **Term:** Thirty (35) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to 3 (three) Additional Term(s) of five (5) years at starting at the year 35 rate for the first renewal and rising by 1.5 % per year thereafter.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller.
4. **Contract Price:**

Contract Year	\$/kWh
1	0.0
2	0.0
3	0.0
4	0.0
5	0.0
6	0.0
7	0.0
8	0.0
9	0.0
10	0.0
11	0.0
12	0.0
13	0.0
14	0.0
15	0.0
16	0.0
17	0.0
18	0.0
19	0.0
20	0.0
21	0.0
22	0.0
23	0.0
24	0.0
25	0.0
26	0.0
27	0.0
28	0.0
29	0.0
30	0.0
31	0.0
32	0.0
33	0.0
34	0.0
35	0.0

5. **Condition Satisfaction Date:** March 31, 2026
6. **Anticipated Commercial Operation Date:** December 31, 2026
7. **Rebate Variance.** All prices in this Agreement are calculated based on receiving the Illinois Power Agency Adjustable Block Program 2025-2026 block incentive (which is expected to be 4% less than the fifth block incentive). If the actual incentive is lower than calculated Seller shall have the right to terminate this Agreement without fault or further liability.
8. **Purchaser Options to Purchase Systems.** Yes, as set forth in Section 16(b).

9. **Outside Commercial Operation Date:** December 31, 2024.

10. **Systems Installation:**

Includes:	[X] Design, engineering, permitting, installation, monitoring, operation & maintenance, electrical interconnection, tree removal or tree trimming (as needed), ground work (as needed), fencing (as needed), safety and paperwork processing of the Systems. [X] State or Utility Rebate, if any.
-----------	---

Exhibit 2
Systems Description

1. **Systems Location:** [REDACTED]
2. **Systems Size (DC kW):** [REDACTED] MW to [REDACTED] MW (to be amended based on individual site actual electrical usage, structural roof or ground suitability analysis, and final approved design/installation)
3. **Expected First Year Energy Production (kWh):** [REDACTED] kWh/kWp +/-20% (to be amended based on final approved design/installation)
4. **Expected Structure:** Roof Mount
5. **Expected Module(s), all sites:**

<u>Manufacturer/Model</u>	<u>Quantity</u>
[REDACTED] or similar	[REDACTED] (to be amended based on final approved design/installation)

6. **Expected Inverter(s), all sites:**

<u>Manufacturer/Model</u>	<u>Quantity</u>
[REDACTED] or similar	[REDACTED] (to be amended based on final approved design/installation)

7. **Facilities and Systems Layout:** See **Exhibit 2, Attachment A**
8. **Utility:** [REDACTED]

Exhibit 2
Attachment A:
Facilities and Systems Layout

An Aerial Photograph of the Facilities	See below
Conceptual Drawing of the Systems	See below
Delivery Points	At the revenue grade meter installed as part of the solar project for each location
Access Points	Access to the roofs and buildings of the three PPA buildings, to install and maintain the systems as shown in the preliminary drawings below

Site 1
<Address>
<Conceptual Design>

Site 2
<Address>
<Conceptual Design>

Exhibit 3
Credit Information

Promptly following the execution of this Agreement, Purchaser shall supply Seller with the following credit information:

PURCHASER INFORMATION							
Name: . Please provide						Tax ID: Please provide	
Previous & Other Names: Please provide				Website : Please provide			
Corporate Address: Please provide Please provide							
City, State, Zip Please provide			Illinois		Please provide		
Phone Number: Please provide			Fax Number: N/A				
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other
Property Addresses for Solar Installation: Please provide Site 1 Please provide Site 2			State: IL		Zip Code: Various		Property Owned by Applicant ☐ NO ☐ YES
Property Type Warehouse		Insurance Agent Name Please provide		Agents Phone: () -		Name of Property Owner(s) if Not Applicant Please provide	
Information Requested: Please submit the information required below via electronic format to admin@keystoneph.com							

Corporate Records

- ☐ Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational formation Documents (If applicable).

Financial Statements

- ☐ Last three (3) years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow).

Real Estate Documents

- ☐ Lease with Premises Fee Owner
- ☐ Copies of Liens or Third Party Security Interests in the Premises

Seller may request you provide additional documentation to complete the credit evaluation process. Seller will notify you if additional information is required.

The above information and any information attached is furnished to Seller and its Financing Parties in connection with the Application of credit for which you may apply or credit you may guarantee. You acknowledge and understand that the Lender is relying on this information in deciding to grant or continue credit or to accept a guarantee of credit. You represent, warranty and certify that the information provided herein is true, correct and complete. The Lender is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the Lender any information it may have about you. You authorize the Lender to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and Lender, this form and any other information given to the Lender shall be the Lender's property. If your application for business credit is denied you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact Seller at **(484) 301-0755 x20, admin@keystoneph.com**. You must contact us within 60 days from date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. Seller is an equal opportunity lender.

Signature:

Title:

Date:

Exhibit 4 **Solar Power Purchase Agreement** **General Terms and Conditions**

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the Systems during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "**Term**"). Purchaser agrees to purchase from Seller one hundred percent (100%) of the available electricity in priority to purchases from all other available energy sources. Electric energy generated by the Systems will be delivered to Purchaser at the delivery points identified on **Exhibit 2** (the "**Delivery Points**"). Purchaser shall take title to the electric energy generated by the Systems at the Delivery Points, and risk of loss will pass from Seller to Purchaser at the Delivery Points. Purchaser may purchase electric energy for any Facilities from other sources if the Purchaser's electric requirements at any Facilities exceed the output of the Systems. Any purchase, sale and/or delivery of electric energy generated by the Systems prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the Systems has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**

- a. **Initial Term.** The initial term (“**Initial Term**”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “**Commercial Operation Date**” is the date Seller gives Purchaser written notice that all of the Systems are mechanically complete and capable of providing electric energy to the Delivery Points. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser’s request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facilities (the “**Utility**”), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser’s failure to enable Seller to provide the electric energy by preventing it from installing the Systems (or any of them) or otherwise not performing shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.
- b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the Systems, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an “**Additional Term**”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party’s offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the Systems and delivered to each Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the “**Contract Price**”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the Systems’ meters.
- b. **Monthly Invoices.** Seller shall invoice the Purchaser monthly, either through printed matter or through email. Such monthly invoices shall state (i) the amount of electric energy produced by the Systems and delivered to the Delivery Points, (ii) the rates applicable to, and charges incurred, by Purchaser under this Agreement and (iii) the total amount due from Purchaser. The payment will be made through either an electronic check (ACH) or manual check per the instructions of the Seller.
- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the Systems or the interconnection of the Systems to the Utility’s electric distribution system; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser’s acts or omissions. For purposes of this **Section 4(d)**, “**Taxes**” means any federal, state and local occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes, or similar taxes imposed on Seller’s revenues due to the sale of energy under this Agreement or on the improvements which make up the Systems, which shall be Seller’s responsibility. Any property taxes that may be imposed on the Systems will either be paid directly by Purchaser or reimbursed by Purchaser to Seller.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on **Exhibit 1**, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser’s purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Systems, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by

using the electric energy generated by the Systems in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to any of the Systems, the production of electrical energy from any of the Systems and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"Environmental Incentives" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into any of the Systems, environmental benefits of using the Systems, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the Systems or any Governmental Authority.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the Illinois Commerce Commission), or any arbitrator with authority to bind a party at law.

"Tax Credits" means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from any of the Systems.

6. Conditions to Obligations.

a. **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the **Condition Satisfaction Date**:

- i. Completion of a physical inspection of the Facilities and the Premises including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facilities and the Premises for the Systems;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the Systems by Seller's Financing Parties. **"Construction Agreement"** as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the Systems;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits; and
- v. Execution of all necessary agreements with the Utility for interconnection of the Systems to the respective Facilities electrical systems and/or the Utility's electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Seller may terminate this Agreement upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Agreement.

- c. **Commencement of Construction.** Seller's obligation to commence construction and installation of the Systems are conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facilities, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the easement agreement suitable for recording, substantially in the form attached hereto as **Exhibit 5** (the "**Easement Agreement**"). Seller shall commence construction and installation of the Systems at a time that is agreed upon by Purchaser.
- d. **Conditions to Purchaser's Obligations.** Purchaser's obligations under Section 4(a) are conditioned on the occurrence of the Commercial Operation Date for the Systems by the Outside Commercial Operation Date.

7. **Seller's Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use and building permits required to construct, install and operate the Systems; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the Systems to the respective Facilities electrical systems and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.
- b. **Standard Systems Repair and Maintenance.** Seller shall construct and install the Systems at the Facilities. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the Systems at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of any of the Systems unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the Systems by anyone other than Seller or Seller's contractors. If any System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facilities to make standard repairs.
- c. **Non-Standard Systems Repair and Maintenance.** If Seller incurs incremental costs to maintain any System due to conditions at the Facilities that were not discoverable by Seller or due to the inaccuracy of material information provided by Purchaser and reasonably relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser as soon as practicable, generally within twenty-four (24) hours, following Seller's discovery of (i) any material malfunction in the operation of any System or (ii) an interruption in the supply of electrical energy from any System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the Systems.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the Systems to the Delivery Points for the purpose of maintaining and repairing the Systems, or any of them, and such suspension of service from any of the Systems shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facilities

free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facilities following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facilities or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facilities and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facilities and the Premises.

- h. **No Warranty.** 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 Purchaser's 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.

8. **Purchaser's Rights and Obligations.**

- a. **License to the Premises; Facilities Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the Systems; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the Systems to Purchaser's electric systems at the Facilities, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the Systems. Seller shall notify Purchaser prior to entering any of the Facilities except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and eighty (180) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facilities are preserved and protected. Purchaser shall not interfere with and shall not permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party.
- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facilities.** Purchaser shall, at its sole cost and expense, maintain the Facilities in good condition and repair. Purchaser will ensure that the Facilities remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to any of the Facilities from the Utility. Purchaser is fully responsible for the maintenance and repair of each Facility's electrical systems and of all of Purchaser's equipment that utilizes the Systems outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the Systems. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of any of the Systems or that could reasonably be expected to adversely affect any of the Systems.
- d. **No Alteration of Facilities.** Purchaser shall not make any alterations or repairs to any of the Facilities which could adversely affect the operation and maintenance of the Systems without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the Systems, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the Systems caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the Systems is necessary to perform such alterations or repairs, such work and any replacement of the Systems after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In the event any such disconnection exceeds ten (10) days, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the Systems during such disconnection or removal; (ii) revenues that Seller would have received but did not receive, with respect to the Systems under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes and Environmental Incentives that Seller would have received but did not receive with respect to electric energy that would have been produced by the Systems during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received but did not with respect to

electric energy that would have been produced by the Systems during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

- e. **Outages.** Purchaser shall be permitted to be off line for a total of twenty-four (24) daylight hours (each, a "**Scheduled Outage**") per calendar per System per year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the Systems; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages per System exceed a total of twenty-four (24) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by such System or Systems during the outage; (ii) revenues that Seller would have received with respect to such System or Systems under any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes and Environmental Incentives that Seller would have received with respect to electric energy that would have been produced by such System or Systems during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by such System or Systems during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).
- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to any System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19.a, Seller may grant a lien on any System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and any System to any Financing Party.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facilities and the Systems against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facilities that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Systems.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with any Systems Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of any System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving such System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **Data Line.** Purchaser shall provide Seller a high speed internet data line per System during the Term to enable Seller to record the electric energy generated by the Systems. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Spare Parts Storage.** In addition to those license rights granted to Seller above in Section 8.a., Purchase shall provide Seller with a suitable covered storage space at a mutually convenient location on the Premises as close to the Facility as practicable to store spare parts for quick repair of the System by technicians. The covered storage space must be large enough to hold up to 1 pallet of solar panels and up to 2 inverters in box. It is expected that the covered storage space will be less than 6 feet by 10 feet (60 square feet) and will be able to be secured by lock or other suitable means of security and be readily accessible by Seller's representatives.
- k. **Breakdown Notice.** Purchaser shall notify Seller as soon as practicable, which is generally within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of any of the Systems; or (ii) any occurrences that could reasonably be expected to adversely affect any of the Systems. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from any of the Systems; or (ii) the discovery of an emergency condition respecting any of the Systems. Purchaser and Seller shall each designate personnel and

establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

- I. **Interconnection Agreement.** Purchaser shall at all times maintain the Standard Agreement for Interconnection of Distributed Generation Facilities with a Capacity of Less than or Equal to 10MWA between Purchaser and the local electrical utility in full force and effect, and shall not agree to any modification or amendment of the terms of such agreement that could reasonably be expected to have a material and adverse effect on this Agreement, the rights of Seller hereunder or the consummation of the transactions contemplated hereby.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the Systems, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of Systems.**

- a. **Systems Relocation.** If Purchaser ceases to conduct business operations at any of the Facilities, or otherwise vacates any of the Facilities prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated Systems or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the Systems relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the Systems pursuant to such relocation, and shall toll until the relocated Systems achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of any of the Systems, including all costs and expenses incurred by or on behalf of Seller in connection with removal of any System from the Facilities and installation and testing of such System or Systems at the substitute facilities and all applicable interconnection fees and expenses at the substitute facilities, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the Systems. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by such System or Systems during the relocation; (ii) revenues that Seller would have received with respect to such System or Systems under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; ; (iii) revenues from Environmental Attributes and Environmental Incentives that Seller would have received with respect to electric energy that would have been produced by such System or Systems during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by such System or Systems during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of such System or Systems in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an

alternative methodology. “**Contract Year**” means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

- c. Adjustment for Insolation; Termination. Seller shall remove the Systems from the vacated Facilities prior to the termination of Purchaser’s ownership, lease or other rights to use such Facilities. Seller will not be required to restore the Facilities to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the Systems, but not for normal wear and tear. If the substitute facilities has inferior Insolation as compared to the original Facilities, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser’s payments to Seller are the same as if the Systems were located at the original Facilities, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes, Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller’s owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facilities and to relocate the Systems as provided, any early termination will be treated as a default by Purchaser.

11. Removal of Systems at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the Systems from the Facilities on a mutually convenient date, but in no event later than one hundred eighty (180) days after the expiration of the Term. Excluding ordinary wear and tear and casualty, the portion of the Premises where the Systems is located shall be returned to its original condition including the removal of Systems mounting pads or other support structures. In no case shall Seller’s removal of the Systems affect the integrity of Purchaser’s roof, which shall be as leak proof as it was prior to removal of the Systems and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facilities in neat and clean order. If Seller fails to remove or commence substantial efforts to remove any System by such agreed upon date, Purchaser shall have the right, at its option, to remove the Systems to a public warehouse and restore the Facilities to its original condition (other than ordinary wear and tear) at Seller’s cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Systems removal.

12. Measurement.

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Points to measure the output of the Systems. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

13. Default, Remedies and Damages.

- a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:
- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. Purchaser loses its rights to occupy and enjoy the Premises or any individual property that constitutes part of the Premises;

- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vi. Purchaser prevents Seller from installing the Systems or otherwise failing to perform in a way that prevents the delivery of electric energy from the Systems. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies.

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the Systems value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the Systems value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of 8%) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.
 - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of 8%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the Systems for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
 - C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the Systems. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations, Warranties and Covenants.

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:

- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:

- i. **License.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facilities and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facilities. If Purchaser does not own the Premises or Facilities, Purchaser has obtained all required consents from the owner of the Premises and/or Facilities to grant the License and enter into and perform its obligations under this Agreement.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facilities is bound.
- iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facilities physical configuration, Purchaser's planned use of the Facilities, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- iv. **Purchaser Status.** Purchaser is not a public electric utility or a public electric utility holding company and is not subject to regulation as a public utility or a public electric utility holding company.
- v. **Hazardous Substances.** There are no Hazardous Substances at, on, above, below or near the Premises.
- vi. **Electric Usage.** All of the electricity generated from the solar energy system will be consumed by the Facilities for general heating/cooling/lighting and other normal large commercial building electricity uses.

15. **Systems and Facilities Damage and Insurance.**

a. **Systems and Facilities Damage.**

- i. **Seller's Obligations.** If any of the Systems is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the affected System or Systems to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the affected System or Systems are destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the affected System or Systems, but may instead terminate this Agreement with regard to such affected System or Systems, unless Purchaser agrees (A) to pay for the cost of such restoration of the Systems or (B) to purchase the Systems "AS-IS" at the greater of (1) the Fair Market Value of the Systems and (2) the sum of the amounts described in Section 13.b.iii.A(1) and Section 13.b.iii.A(3). If more than fifty percent (50%) of the Systems collectively are damaged or destroyed other than by Purchaser's gross negligence or willful misconduct during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore any System but instead may terminate this Agreement in its entirety unless Purchaser agrees to either (A) or (B) above.

- ii. **Purchaser's Obligations.** If any of the Facilities are damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of any System or Systems and/or Purchaser's ability to accept the electric energy produced by such System or Systems are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility or Facilities to its pre-existing condition; provided, however, that if more than 50% of the Facility or Facilities are destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the affected Facility or Facilities or (B) to pay the Termination Payment and all other costs previously accrued pertaining to such affected Facility or Facilities but unpaid under this Agreement and thereupon terminate this Agreement. If more than fifty percent (50%) of the Facilities collectively are damaged or destroyed other than by Purchaser's gross negligence or willful misconduct during the last five (5) years of the Initial Term or during any Additional Term, Purchaser may elect either (A) or (B) above with regard to the entire Agreement.
- b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:
 - i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the Systems for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
 - ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of Systems.** Throughout the Term (except as otherwise permitted in Section 19), Seller shall be the legal and beneficial owner of the Systems at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the Systems shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facilities or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the Systems and all tax filings and reports will be filed in a manner consistent with this Agreement. The Systems shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facilities or the Premises on notice of the ownership of the Systems and the legal status or classification of the Systems as personal property. If there is any mortgage or fixture filing against any property constituting part of the Premises which could reasonably be construed as prospectively attaching to the Systems as a fixture of such property, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of such property, Purchaser consents to the filing of a disclaimer of the Systems as a fixture of the property in the office where real estate records are customarily filed in the jurisdiction where the Facilities are located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facilities (if the Facilities are leased by Purchaser), any mortgagee with a lien on the affected parcels of property, and other Persons holding a similar interest in such property. To the extent that Purchaser does not own the property constituting part of the Premises or Facilities, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the property constituting part of the Premises or Facilities or termination of Purchaser's lease of the property and/or Facilities.

- b. **Option to Purchase.** At the end of the 10th, 15th, 20th and 25th Contract Years, and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase all of the Systems from Seller on any such date for a purchase price equal to the Fair Market Value of the Systems. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the Systems, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms. If the Contract Year 10 purchase option is exercised, Purchaser must take assignment of the Environmental Attributes contract on an as-is, where-is basis and replace any security required in the Environmental Attributes contract.
- c. **Determination of Fair Market Value.** “Fair Market Value” means, in Seller’s reasonable determination, the greater of: (i) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the Systems and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) the present value (using a discount rate of eight percent 8%) of all associated future income streams expected to be received by Seller arising from the operation of the Systems for the remaining term of the Agreement including but not limited to the expected price of electricity, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the Systems avoided]. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the Systems. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller’s determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the Systems. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Systems based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the Systems, Purchaser will assume complete responsibility for the operation and maintenance of the Systems and liability for the performance of the Systems, and Seller shall have no further liabilities or obligations hereunder.

17. Indemnification and Limitations of Liability.

- a. **General.** Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “Indemnified Parties”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “Liabilities”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “Claim”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

- i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the Systems, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.
- ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 17 and damages that result from the willful misconduct of an indemnifying party, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller or Purchaser must be brought within one (1) year after the cause of action accrues.

18. **Force Majeure.**

- a. **"Force Majeure"** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be

excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of one hundred eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by Purchaser without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the Systems to any person purchasing or a Financing Party, (ii) directly or indirectly assign this Agreement and the Systems to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the Systems to any entity through which Seller is obtaining financing or capital for the Systems and (iv) assign this Agreement and the Systems to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the Systems and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the Systems and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons purchasing the Systems or providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the Systems, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the Systems, subject to a leaseback of the Systems from such person. 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 an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Systems and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** To the extent permitted by Applicable Law, which shall include the Freedom of Information Act (5 ILCS 140/1 *et seq.*), if either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the Systems or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a

Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the Systems. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “**Representatives**”), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity. In the event a Party is served with a judicial or administrative order (which shall include any subpoena issued by a court or an administrative agency) or receives a request pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), that Party shall promptly provide the other Party with a copy of said order or request, however, nothing herein shall be deemed to bar either Party from providing the information requested by such order or request within the time provided in the order or by applicable law, unless an order is issued by a court or an administrative agency which quashes the order or request to produce the requested information.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, 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. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the Systems are located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in St. Charles, Illinois. 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. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 7(h) (No Warranty), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys' Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the Systems in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- j. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the Systems.
- k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

End of Exhibit 4

Exhibit 5
Easement Agreement

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2022 (the “**Effective Date**”), by and between _____, a(n) _____ (“**Grantor**”) and _____, a(n) _____ (“**Grantee**”). Grantor and Grantee are sometimes referred to collectively herein as the “**Parties**”).

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in _____, _____ more particularly described on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the “**Premises**”).

B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the “**Solar Agreement**”) pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system, as more particularly described in the Solar Agreement, on the rooftop of _____ located on the Premises (the “**System**”) for the purpose of providing electric energy to portions of the facilities or facility (the “**Facilities**”) located on the Premises.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Premises. In that regard, the Parties enter into this Agreement as of the Effective Date.

Easement Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, into, through, across, over, under and above the Facilities in order to conduct inspections, tests, and analyses and gather data pertaining to the Facilities and the System, and to design, construct, install, operate, maintain, alter, protect, repair, replace, and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee the right to ingress and egress to and from the Premises and the rooftop of the Facilities, and all other easements across, over under and above the Premises as reasonably necessary to provide access to and services reasonably required for Grantee’s installation and operation of the System and performance by Grantee under the Solar Agreement. Grantor additionally grants to Grantee an exclusive easement to use all of the sunlight that would naturally arrive to the solar panels that are part of the System, without interference. The easements granted hereunder shall run with and burden the Premises for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is one hundred eighty (180) days following expiration of the term or earlier termination of the Solar Agreement. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes or other obstructions to the arrival of sunlight to the Premises, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:
 - a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind to the arrival of sunlight to any portion of the Premises on which any portion of the System is located, including any related interconnection equipment; and

- b. if such a structure or obstruction is built or placed within any portion of the Facilities on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Premises and the Facilities in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds fee simple title to the Premises, improved with the Facilities, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facilities, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **System Ownership; Financing; Quiet Enjoyment.** The System and all related facilities and equipment owned and operated by Grantee shall remain the sole property of Grantee, and Grantor acknowledges that it acquires no title, ownership or other interest in the System or any of Grantee's facilities and equipment by virtue of this Agreement. The System shall remain the personal property of Grantee irrespective of whether any portion of the System is deemed to be a fixture or otherwise a part of the real or personal property comprising the Premises or Facilities. If Grantee transfers or assigns any interest in the System as security for Grantee's financing of the System, Grantor shall provide such information in its possession with respect to the Premises and Facilities as Grantee may reasonably request in connection with such financing. As long as Grantee is not in breach of this Agreement, Grantee shall have the quiet use and enjoyment of the Premises and Facilities in accordance with the terms of this Agreement without any interference of any kind by Grantor or any person claiming through Grantor.
7. **Recordation; Possession.** This Agreement may be recorded against the Premises by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under the Agreement upon execution and delivery of the Agreement by the Parties hereto, whether or not the Agreement or the Agreement is recorded.
8. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of _____, without regard to conflicts of law principles.
9. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
10. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
11. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
12. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreement with respect to the matters described herein.
13. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.

14. **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signatures pages follow]

IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

GRANTOR: _____

BY: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) SS
COUNTY OF _____)

Be it remembered, that on this ____ day of _____, 2022, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be the _____ of _____, a(n) _____ and that he/she was authorized to executed the foregoing instrument and did execute the foregoing instrument in his/her capacity as [title]_____ and not in his/her individual capacity, for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[SEAL]

Notary Public
My Commission expires: _____

Exhibit 5
Attachment A

Description of the Premises and Facilities

[Seller to Complete with final approved design]

October 31, 2025

City of Hoopeston
301 W. Main Street
Hoopeston, Illinois 60942
Attn: Mayor Wise

Re: Letter of Intent - Solar Power Purchase Agreement

Dear Mayor Wise,

Keystone Power Holdings, LLC. ("SELLER") is pleased to submit this letter of intent (this "Letter") to the Hoopeston Water Treatment Plant of Hoopeston, Illinois ("PURCHASER") regarding the Parties' intentions for the development, construction and financing of a solar energy project on a location to be determined by PURCHASER and SELLER (the "Solar Project") as described in Section I below (the "Intentions"). SELLER and PURCHASER agree to use their commercially reasonable efforts to negotiate a Power Purchase Agreement ("PPA") for the sale of solar power to the PURCHASER. ***Nothing in this letter, however, will constitute a binding obligation of any Party to enter into a definitive agreement, and either party can terminate this Letter agreement at any time*** (subject to the terms of the Exclusivity Period and the Non-Disclosure, which are binding on the Parties and which will survive a termination). The assumed terms of the Parties' intentions are summarized in Section II below. For purposes of this Letter, SELLER and PURCHASER may be referred to herein individually as a "Party" and collectively as the "Parties."

I. THE INTENTIONS

The Parties intend to consider the following:

<u>Narrative:</u>	SELLER wishes to build a solar system on PURCHASER property and deliver the clean renewable energy to PURCHASER on a long-term basis via a PPA. In the event a PPA is agreed upon, SELLER and PURCHASER will execute a solar Site Lease/Easement Agreement for the Solar Project which allows SELLER to turnkey install/build and maintain the Solar Project. The total capacity will be sized to offset the usage of the Hoopeston Water Treatment Plant, with the goal to build as large a total array size as possible provided the output is less than PURCHASER's total electrical usage.
<u>Expenses:</u>	SELLER will be responsible for all of its own costs and expenses incurred in connection with the Solar Project.
<u>Exclusivity Period/NCV:</u>	Upon full execution of this Letter the Parties agree that for a period of one hundred eighty (180) days thereafter they will partner on solar options for PURCHASER exclusively with each other and act in good faith in an attempt to negotiate and execute a PPA and other ancillary agreements. During that period, PURCHASER will not solicit or entertain any other offers pertaining to any Solar Project other than from SELLER. This provision may be renewed by the parties in writing. This provision shall be fully binding on the Parties and shall survive the termination of this Letter.
<u>Non-Disclosure</u>	The Parties agree that any of the information provided to either Party by the other Party that is not in the public domain shall be considered confidential information and shall not be disclosed by the Party receiving that information, unless it later becomes in the public domain through other sources or unless the receiving Party is obligated to disclose that information in a legal process. This provision shall be fully binding on the Parties and shall survive the termination of this Letter. Notwithstanding the foregoing, non-disclosure by the PURCHASER shall be subject to the provisions of the Illinois Open Meetings Act.

<Continued on Next Page>

II. PPA ASSUMPTIONS

The terms of any definitive PPA which may be executed between the parties will include the following terms:

<u>Power Provider:</u>	SELLER or its assignees/affiliates
<u>Power Buyer:</u>	PURCHASER
<u>System Capacity:</u>	>470kW DC and not <670 kW DC, to be confirmed in detailed design as target 570 kW
<u>System Location:</u>	Portion of Hoopeston city property to the west of the treatment plant
<u>Estimated kWh/kWp</u>	Estimated average no less than 1350 kWh/kWp
<u>Timing:</u>	Target construction in spring of 2025, but actual timing will be subject to state subsidy and interconnection approval timing
<u>Term:</u>	Thirty-five years
<u>Power Price:</u>	\$0.0650 per kWh with a 1.5% per year escalator
<u>Early Buyouts</u>	Available years 10, 15, 20, 25, 30, 35 for current appraised value from licensed appraisers
<u>Property Tax:</u>	Rate assumes any property taxes will be abated by the City or otherwise paid by PURCHASER
<u>SRECS Ownership:</u>	SELLER retains ownership of all Environmental Attributes, including SRECS
<u>EPC Contractor:</u>	KPH Construction Services, LLC, a SELLER affiliate, that has built many systems in Illinois and other states in the United States
<u>O&M Contract:</u>	SELLER will have an O&M agreement in place prior to completion, including payment of all applicable costs by SELLER or its assignee/affiliates.

This Letter does not contain all matters or terms upon which agreement must be reached in order for the Intentions to be realized. This Letter is not an offer or acceptance of an offer and no claim of estoppel shall be created hereby. The Parties acknowledge that, except as specifically stated above with regard to the Exclusivity Period and the Non-Disclosure (each of which shall be fully enforceable), this Letter is not enforceable in law or in equity.

If you feel this Letter accurately summarizes the intentions of the Parties with regard to possible terms for the Solar Project, please execute two copies of this Letter where indicated and return one of those copies to Anthony Fotopoulos, representative of SELLER, at the address indicated below. Please do not hesitate to contact us if you have any questions.

Very truly yours,	ACKNOWLEDGED
 Anthony Fotopoulos Keystone Power Holdings, LLC 12 Paoli Pike Ste#5 Paoli PA 19301 www.keystoneph.com	This ____ day of _____, 2025. City of Hoopeston By: _____ Name: _____ Title: _____

City of Hoopeston

301 W Main St

Hoopeston, IL 60942

217-283-5833



RESOLUTION APPROVING

DEMOLITION BID FOR 819 S FIFTH ST

RESOLUTION 2026-_____

A RESOLUTION

ACCEPTING BID FOR THE DEMOLITION OF 819 S FIFTH STREET

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON, ILLINOIS, as follows:

Section 1. That the City of Hoopeston published a notice seeking bids for the demolition of 819 S Fifth Street, on the city's website and in the Champaign News-Gazette. Opening of bids received occurred on November 4, 2025 at 10:00 am at City Hall.

Section 2. The following bids were received:

Section 3. That the bid received from _____ in the amount of _____ is hereby accepted.

Section 4. That the Mayor, or his designee, is hereby authorized to execute an agreement based on the bids accepted in Section 1 above.

Passed and adopted by the City of Hoopeston this,

_____ day of _____, 2025 by a vote of _____ AYES and _____ NAYS to _____ ABSTENTIONS of the City Council of Hoopeston, Illinois.

___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ Toby McElhaney	___ Tim Scharlach

Mayor Tracy Carter

City Clerk Bradley Hardcastle

City of Hoopeston

301 W Main St

Hoopeston, IL 60942

217-283-5833



**RESOLUTION GRANTING AN
EXTENSION TO NEXAMP SOLAR**

RESOLUTION 2026-_____

A RESOLUTION

GRANTING A 6 MONTH EXTENSION TO NEXAMP SOLAR'S CONDITIONAL USE PERMIT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOPESTON, ILLINOIS, as follows:

Section 1. That the city council of the City of Hoopeston, Illinois entered into an agreement with Nexamp Solar for the purpose of issuing a conditional user permit to construct and operate a commercial solar energy facility within the zoning jurisdiction of the City of Hoopeston (Ordinance 2025-9) on November 5, 2024.

Section 2. Nexamp Solar plans to satisfy the construction start by November 3, 2025, however the conditional user permit is set to expire on November 5, 2025.

Section 3. In order to eliminate any unforeseen issues with the start of construction, Nexamp Solar is requesting a 6 month extension of the deadline of the conditional user permit to May 5, 2026.

Section 4. That the Mayor, or his designee, is hereby authorized to execute an agreement based on the extension of the conditional use permit.

Passed and adopted by the City of Hoopeston this,

_____ day of _____, 2025 by a vote of _____ AYES and _____ NAYS to _____ ABSTENTIONS of the City Council of Hoopeston, Illinois.

___ Kellie Ferrell	___ Robin Lawson
___ Michael Ferrell	___ Joe Garrett
___ Stephen Eyrich	___ Bob Porth
___ Toby McElhaney	___ Tim Scharlach

Mayor Tracy Carter

City Clerk Bradley Hardcastle

CITY OF HOOPESTON, ILLINOIS
ORDINANCE NO. 202~~4~~⁵ 9

**REGARDING THE CONDITIONAL USE PERMIT APPLICATION OF NEXAMP (a.k.a. HOOPESTON
RENEWABLES, LLC) TO CONSTRUCT AND OPERATE A COMMERCIAL SOLAR ENERGY FACILITY
PARCEL: 04-18-100-004**

WHEREAS, Applicant, Nexamp (a.k.a. Hoopeston Renewables, LLC Solar Project), has applied for a Conditional Use Permit in the City of Hoopeston to construct and operate an approximately 5MW AC (6.9 MW DC) ground-mounted Solar Energy Facility, comprising 11,808 modules and supporting facilities on approximately 28 acres of land on the above referenced parcel in the City of Hoopeston, Illinois (the "Project");

WHEREAS, the Conditional Use Permit Application was noticed for public hearing pursuant to 65 ILCS 5/11-13-1.1 of the Illinois Municipal Code;

WHEREAS, the City of Hoopeston Plan Commission held a public hearing on October 23, 2024 related to the Conditional Use Permit Application of the Hoopeston Renewables, LLC Solar Project;

WHEREAS, the Plan Commission heard evidence regarding the Conditional Use Permit Application for the Project and made Findings of Fact and recommended Conditions to ensure compliance with law and for the health, safety, and welfare of the community;

WHEREAS, the Plan Commission has recommended approval of the Conditional Use Permit Application for the Project subject to its recommended Conditions;

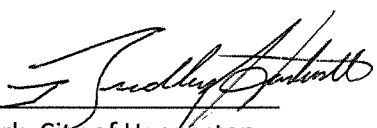
WHEREAS, the Hoopeston City Council (the "City Council") has reviewed the Plan Commission's Findings of Fact and recommended Conditions. *Findings of Fact (Exhibit A); Conditions (Exhibit B)*;

WHEREAS, that prior to the approval of a Building Permit for the Project, and during all phases of operation, the City Council finds that certain conditions are in the best interests of the City of Hoopeston.

NOW, THEREFORE, BE IT ORDAINED by the Hoopeston City Council that the Conditional Use Permit Application of Hoopeston Renewables, LLC is approved subject to the Conditions denoted in *Exhibit B* and continued compliance with other applicable laws, regulations, and ordinances.

PRESENTED, APPROVED, AND ADOPTED by the City Council of Hoopeston, Illinois, this 5th day of November 2024, by a vote of 7 ayes, 1 nays, and 0 absent.

ATTEST:


Clerk, City of Hoopeston


Mayor, Hoopeston City Council

END OF DOCUMENT

EXHIBIT A
FINDINGS OF FACT

CITY OF HOOPESTON, ILLINOIS
PLANNING AND ZONING COMMISSION
FINDINGS AND RECOMMENDATIONS TO THE CITY COUNCIL
REGARDING THE CONDITIONAL USE PERMIT APPLICATION OF:
HOOPESTON RENEWABLES, LLC
OCTOBER 23, 2024

I. Applicant:

Applicant Hoopeston Renewables, LLC is a wholly owned subsidiary of Nexamp (collectively the "Applicant").

II. Project Summary:

Applicant seeks to construct and operate a 5MW AC (6.9MW DC) ground-mounted commercial solar energy facility (the "Project") on an existing farmland parcel of approximately 312 acres on IL-9 in Grant Township. The project intends to develop approximately 28 acres (fenced) of the overall parcel. They are requesting a variance to Section C.11. of the Commercial Solar Energy Facility chapter of the Zoning Ordinance of the City of Hoopeston, Illinois. Applicant is leasing property from the owner, Holycross Holdings, LLC.

III. Application:

Applicant submitted a written application to construct the Project on or about July 2, 2024. The submitted application was reviewed by City consultants. The application was deemed complete and ready for public hearing.

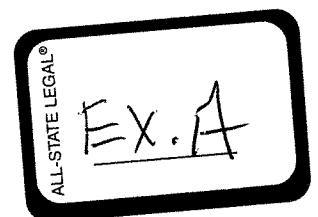
IV. Hearing Process:

As required by 65 ILCS 5/11-13-1.1, the City of Hoopeston Planning and Zoning Commission held a public hearing on this matter at City Hall, 301 West Main Street, Hoopeston, Illinois 60942, on October 23, 2024. The application was called for hearing, the Applicant submitted evidence and was subject to cross examination by the Planning and Zoning Commission and members of the public. At the conclusion of hearing, the Planning and Zoning Commission deliberated as to the issues presented, made Findings of Fact, and made Recommendations to the City Council, as memorialized herein.

The following witnesses testified or provided public comment in this matter:

On behalf of the Applicant:

- Jack Curry, Project Developer of Nexamp
- Matt Clementi, engineer Stantec
- Seth Uphoff, attorney for Nexamp



In Support of the Project:

- None

Exhibits to the written application and exhibits admitted at the public hearing are as follows:

Applicant Exhibits:

Applicant Group Ex. 1	Written Application dated July 2, 2024 - <u>Exhibit A: Executed AIMA</u> - <u>Exhibit B: EcoCAT Termination</u> - <u>Exhibit C: SHPO Termination</u> - <u>Exhibit D: Site Plan Set with Required Features</u>
Hearing Exhibit 1	- <u>Exhibit 1: Site Plan showing setbacks</u>
Hearing Exhibit 2	- <u>Exhibit 2: PowerPoint Presentation</u>
Hearing Exhibit 3	- <u>Exhibit 3: North Carolina Study on Panel Safety dated May 2017</u>
Hearing Exhibit 4	- <u>Exhibit 4: Assessing Property Values in Midwestern States dated 9/12/2024</u>

Opposition / Neutral Party Exhibits:

None	
------	--

V. Applicable Standards:

The Planning and Zoning Commission has considered the written application, variance request, and all evidence in light of the criteria of the City of Hoopeston Solar Citing Ordinance adopted April 2, 2024 (the "City of Hoopeston Solar Ordinance"), which governs the siting of commercial solar energy facilities in the City of Hoopeston, Illinois.

VI. Evidence:

All evidence submitted by written application, written evidence, and oral presentation during the hearing process has been considered, except for that evidence specifically excluded. The oral evidence is reflected in the stenographic record. Documentary evidence and the stenographic record is kept by the City of Hoopeston Planning and Zoning Commission, located at the City of Hoopeston City Hall, 301 West Main Street, Hoopeston, Illinois 60942.

VII. Findings of Fact:

VII(A) – Assessment of Technical Requirements of the City of Hoopeston Solar Ordinance:

A. **Purpose and intent.** The purpose of these regulations is to provide a uniform and comprehensive set of standards for the installation and use of CSEFs designed for commercial energy production. The intent of these regulations is to protect the public health, safety, and community welfare while allowing development of solar energy resources for commercial

B. **Conditional Use.** Commercial Solar Energy Facilities shall only be allowed by Conditional Use Permit within the following districts: Agricultural, Commercial-Business, Light Industrial, Heavy Industrial, and property over which the City of Hoopeston exercises zoning jurisdiction but which is located outside the corporate limits of the City of Hoopeston. CSEF shall be subject to the procedures and standards included in Conditional Uses unless otherwise stated in this chapter. CSEF are prohibited in all Residential and Mobile Home districts. No CSEF may be constructed until receipt of a Conditional Use Permit and receipt of the requisite Building Permit(s) from the City of Hoopeston.

C. **General requirements.** CSEFs are subject to the following requirements:

- (1) **Height.** Shall not exceed 20 feet at maximum tilt of the solar panel(s).

At full tilt, the solar array will be approximately 12-13 feet in height at full tilt.

- (2) **Property size.** The property on which the CSEF is to be installed shall be in excess of 15 acres.

The project intends to develop approximately 27 acres of fenced area of the overall 312-acre parcel.

- (3) **Setbacks.**

(a) The CSEF shall be kept 300 feet from the nearest non-participating residence or occupied community building as measured from the foundation to the nearest portion of the exterior of the CSEF. For the purposes of these setback requirements the fence surrounding the CSEF is considered the outermost portion of the CSEF.

(b) The CSEF shall be kept 50 feet from the parcel line of any non-participating parcel.

(c) The CSEF shall be kept at least 600 feet from the corporate limits of the City of Hoopeston.

(d) CSEF shall be kept 100 feet from the nearest outside edge of any right-of-way.

(e) No setback is required for adjoining parcels that are both participating properties in the CSEF.

Location of proposed facility is in compliance with City setback requirements as noted in the hearing exhibit 1.

- (4) **Fencing.** A fence of at least six feet in height but no greater than eight feet shall enclose the CSEF.

Perimeter security fencing shall be compliant with the Ordinance requirements pursuant to testimony. The fencing will be approximately 25 feet from the solar panels. The Illinois

Department of Natural Resources recommends a 6-foot fence with a 6 inch gap at the bottom of the fence to permit wildlife movement.

- (5) **Lighting.** If lighting is provided at the project, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.

Applicant's proposal would not have any lighting as part of the Project during operations.

- (6) **Installation and design.** The CSEF shall be designed and located in order to prevent glare toward any inhabited buildings on adjacent properties as well as adjacent highways.

The solar modules are treated with anti-reflective coating to minimize glare.

- (7) **Outdoor storage.** Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the solar farm shall be allowed.

N/A at this time.

- (8) **Proof an Agriculture Impact Mitigation Agreement (AIMA)** has been executed with the Illinois Department of Agriculture, or a similar agreement has been executed with the City. The City may require additional Decommissioning requirements pursuant to the provisions of this Section.

See Executed AIMA attached as Exhibit A of the application.

- (9) **In all undeveloped areas, the CSEF project owner/operator will be required to complete a consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat program.** The cost of this consultation shall be at the owner/operator's expense. The final certificate from the EcoCat shall be provided to the City of Hoopeston before any public hearing on the Conditional Use Permit occurs.

See EcoCAT termination attached as Exhibit B of the application.

- (10) **No BESS is allowed as part of a CSEF.**

Applicant states that no battery storage is proposed as part of the Project.

- (11) **Vegetative screening.** The entirety of the CSEF shall be enclosed with a living buffer of evergreen or conifer trees that must be planted prior the commercial operation of the CSEF and will meet or exceed the height of the solar panels and all facilities equipment, including fencing within 3 years of planting. Additionally, the Applicant/ Owner must comply with any screening requirements of any conditions. An alternative buffer may also be considered, if approved by the City Council. Earth berms or other topographical features and existing wooded areas may be accepted in lieu or in combination of the above requirements, if they conceal the use from public view and are maintained.

Vegetative screening along the western and northern boundaries consists of evergreen trees in compliance with the City's ordinance. Disturbed areas will be re-vegetated with a pollinator friendly and/or native seed mix.

The applicant has requested an alternative buffer consisting of vegetative screening along the western and northern boundaries in compliance with the ordinance requirements. As

there is existing vegetative screening to the south and east of the Project area which shields the array from view, the applicant has requested these be allowed in lieu of additional plantings as they will already shield the public view of the solar array.

The buffered areas will be screened with evergreens which will be maintained throughout the life of the project.

D. Petition. The petition for a Conditional Use permit for a Commercial Solar Energy Facility shall include:

- (1) A written summary of the project, including a general description of the project, including its approximate generating capacity.**

See Project Narrative of application.

- (2) The name(s), address(s), and phone number(s) of the owner and/or CSEF operator.**

Hoopeston Renewables, LLC
Attn: Jeff Patry and Conrad St. Pierre
101 Summer Street, 2nd Floor
Boston, MA 02110
Ph: 857-239-0057
Email: monitoring@nexamp.com

- (3) The site plans required to be submitted with the building permit application.**

Site Plan Set with Required Features attached as Exhibit D of the application.

- (4) All other information contained in the City Zoning Code as may be required to file a petition.**

Conditional Use Permit Fee of \$17,250 has been received.

- (5) Sufficient evidence to demonstrate compliance with the requirements of the City of Hoopeston Zoning Code and the provisions of this Section.**

See Special Use Permit Application Packet.

VII(B) – Compliance with Conditional Use Standards:

The following factors are applied. An applicant need not satisfy all requirements in order to obtain approval of the Conditional Use Request.

a.) The special use is deemed necessary for the public convenience at that location.

The proposed use will provide renewable, clean, and domestically produced energy to the utility grid. This can lead to greater stabilization for the grid and electricity costs. Residents can also choose to subscribe to the project, allowing them to realize savings on their electricity bills. Additionally, this project may provide significant economic benefits to the City.

b.) The special use is designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

The site is situated so that the proposed solar farm is setback in excess of ordinance requirements, particularly from the adjacent residences, the closest of which is approximately 500' to the west. The footprint was carefully chosen to minimize impacts to the nearby residential properties while navigating site and utility constraints. The project will protect open space and the underlying farmland by restoring the area to farmland as part of decommissioning.

The proposed project contains equipment that has been thoroughly tested for toxicity and impacts to public health and safety. The modules procured for this project do not pose a material risk of toxicity. The entire solar array will be secured with an 6-foot-tall fence to provide safety and prevent unintended access to the project area. Of all the components, the inverter generates the most noise, which is comparable to household appliances. There will be no odors, fumes, dust, or vibration generated from the operation of the solar facility. As such, it is not anticipated to affect the public's health, safety, and welfare. Matt Clementi from Stantec testified that the inverters will be located in the middle area of the Project and the Project as a whole will be compliant with the Illinois Pollution Control Board limit.

Mr. Curry testified that the developer will provide training to local emergency responders.

Mr. Curry testified that they are tested to withstand expected wind and hail conditions. Nexamp has a team that monitors the Projects. The panels are comprised of glass and aluminum and other non-hazardous and certified non-toxic materials. Any amounts of hazardous materials are in trace amounts and are designed to not leach out of the panels when leached. There was reference from a North Carolina Study indicating the panels are laminated together that demonstrated that when the panels are even crushed up they will not leach out any of the hazardous chemicals.

c.) The special use will not cause substantial injury to the value of the property in the neighborhood to which it is located.

There are various publicly available studies conducted by consulting firms concluding that properties adjacent to solar projects have not experienced consistent negative impacts on property values. Further, Nexamp has consulted with a certified general appraiser for many other projects in the state, with each study concluding there is no available market data indicating that solar projects have a negative impact on nearby property values.

The proposed use will be a passive and quiet development that will not generate substantial noise, traffic, or activity. Once operational, the project is not anticipated to require additional development or construction. The project will be screened on the western and northern sides to mitigate and viewshed concerns.

d.) The special use falls generally within the parameters established in Section 17.52, principal uses permitted, Table One.

The special use will fall within the parameters established in Section 17.52, principal uses permitted, Table One, once the online ordinance has been updated with the Commercial Solar Energy Facility Section.

VIII. FINDINGS AND RECOMMENDATION:

NOW, THEREFORE, BE IT RESOLVED by the Planning and Zoning Commission, based on the written application, the testimony (as reflected in the stenographic record), and other evidence submitted during the hearing process, the City of Hoopeston Planning and Zoning Commission finds that the Applicant HAS MET the criteria established by the City of Hoopeston Solar Ordinance, and therefore RECOMMENDS APPROVAL of the Conditional Use Permit Application of Hoopeston Renewables Solar II, LLC, subject to the recommended conditions as attached hereto as Exhibit A.

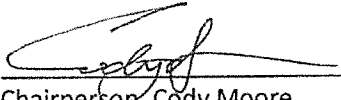
PASSED, ADOPTED, AND APPROVED by the City of Hoopeston Planning and Zoning Commission, on this 23 day of October, 2024.

PRESENT: 7

AYES: 7

NAYS: 0

ABSTAIN: 0


Chairperson, Cody Moore
City of Hoopeston Planning and Zoning
Commission

*** END OF DOCUMENT ***

EXHIBIT B
CONDITIONS OF APPROVAL

CITY OF HOOPESTON, ILLINOIS
CONDITIONS of APPROVAL
HOOPESTON RENEWABLES, LLC
Approved by Plan Commission on 10/23/2024
Approved by City Council on 11/5/2024 with amendments denoted

In addition to all necessary requirements imposed by law or ordinance, the Company, Owner and/or Operator shall abide by the following conditions (the "Conditions").

The following are incorporated as Exhibits to these Conditions:

- Exhibit B.1 – City of Hoopeston Commerical Solar Siting Ordinance
- Exhibit B.2 – Site Layout

For the purposes of these Conditions, "Ordinance" shall mean the "City of Hoopeston Commercial Solar Siting Ordinance" adopted on or about April 2, 2024, and as may be amended.

The term "Project" herein shall refer to the "Commercial Solar Energy Facility" (as defined by the Ordinance) applied for in the City of Hoopeston, Illinois, by Nexamp ("Hoopeston Renewables, LLC"). The Commercial Solar Energy Facility application bears a date of July 2, 2024 (the "Application"). The Application was the subject of a public hearing date of **October 23, 2024**.

The "Project" is an up to 5MW AC (6.9MW DC) ("Nameplate Capacity") Commercial Solar Energy Facility that is comprised of two primary components: i) the solar arrays and appurtenances thereto (the "Solar Array"); and ii) the electrical substation ("Substation"), both as more particularly depicted and described in the Application. The Project includes all equipment utilized in the operation of the Commercial Solar Energy Facility, including non-essential equipment and vegetation.

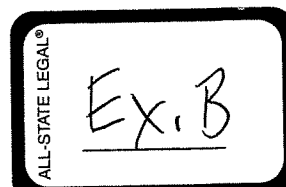
Hoopeston Renewables, LLC is the owner of the Solar Array. As set forth in the disclosures made part of the application materials, Hoopeston Renewables, LLC is a wholly owned subsidiary of Nexamp.

1. Special Use Permit

No expansion of the layout depicted in Exhibit B.2 or any increase in the Nameplate Capacity of the Project is permitted without seeking and obtaining an amended Conditional Use Permit which shall be subject to a public hearing as required by 65 ILCS 5/11-13-1.1.

2. Commencement of Construction

Company shall apply for a Commercial Solar Energy Facility Building Permit(s) in accordance of the requirements of the ordinance. Once a building permit is issued, the Company shall have (12) months to begin construction of the Project. The Project shall be substantially completed within twenty-four (24) months of the City's issuance of the Building Permit for the Project, subject to



force majeure.

3. Term

The term of the Special Use Permit of and Operating Permit shall be 40 years beginning with the commercial operation date.

4. Building Permit(s) and Certificate of Completion

The City and Hoopeston Renewables, LLC hereby agrees to the building permit fee (as stated in the "Solar Ordinance as of the date of issuance of the Conditional Use Permit.

An operations plan ("Operations Plan") shall be filed with the City once the Project has achieved its Commercial Operations Date. The Operations Plan shall contain information on monitoring, preventative maintenance best practices, corrective maintenance best practices, safety training, and an Emergency Response Plan. A copy of the Operations Plan shall be provided to all local emergency responders.

5. Property Legal Descriptions

Prior to Commercial Operation, the Company shall provide to the County of Vermilion and City of Hoopeston a property description for those portions of the parcel which are occupied by the Commercial Solar Energy Facility.

6. Construction Hours

Construction activities for the initial construction of the Project shall be performed according to the following schedule, absent written consent the City Administrator charged with responsibility of enforcing the Ordinances of the City:

- a. Commence no earlier than 7:00 a.m. and cease by 8:00 p.m. during the calendar period Monday through Saturday; however, piles shall not be driven after 6:00 p.m. or on Sundays; and
- b. On twenty-four hours' notice to the City, the Company may work Sundays, provided that work may commence no earlier than 8:00 a.m. and shall cease no later than 6:00 p.m.
- c. Emergency construction or repairs may occur at any time.
- d. The provisions of Paragraph 6(a) and 6(b) do not apply to maintenance activities after the Commercial Operation date.

7. Utilization of Local Contractors

The Company agrees to make a good faith effort to engage with local contractors for job opportunities related to the construction and operation of the Project. Local Contractors shall mean those contractors with offices located in Vermilion County, Illinois or within 50 miles of the City of Hoopeston. Company shall provide City with a list of all contractors working on the Project

during the construction of the Project.

8. Vegetation and Ground Cover and Weed Control

All vegetation and weeds shall be maintained in accordance with the Ordinance.

9. Vegetative Screening and Fencing

All vegetative screening shall be installed and maintained in accordance with the vegetative screening plan of the Company, specifically vegetative screening shall be planted on the northern and western edges of the Project. The eastern and southern portions of the Project currently contain existing natural vegetative screening which shall suffice. Should any portions of vegetative screening to be planted by the developer be removed or die off, Company shall provide new plantings in their place.

10. Road Use Agreements

Prior to the issuance of Building Permits, the Company shall enter into a "Road Use Agreement" with the local road authorities (if required by local road authorities) whose roads will be used and post financial assurances to such road authorities in accordance with the Ordinance.

11. Decommissioning and Security

Prior to the issuance of Building Permits, the Company shall enter into a Decommissioning Agreement, agreed upon Decommissioning Plan, and post the agreed upon Financial Assurances for the Decommissioning of the Project in accordance with the Solar Ordinance and the Agricultural Impact Mitigation Agreement.

12. Coordination with Emergency Responders

The Company shall coordinate with all local emergency response agencies to provide training for emergency response to solar projects available at no cost to emergency service agencies with jurisdiction over the Project. If additional equipment is reasonably necessary for local emergency response agencies to adequately respond to an emergency at the Project, the Company will cooperate with local emergency providers to assist in providing such equipment. The Company shall cooperate with all local emergency response agencies to develop and maintain an emergency response plan. The Company shall reimburse emergency response agencies for all costs directly related to responding to an emergency within the Project area or related to Project operations.

13. Validity of Conditions and Ordinance

Upon application for a Building Permit(s), the Company shall be deemed to waive any and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein or the Ordinance.

14. Site Debris and Dust Control

During construction and operation, Company shall reasonably keep the Project clear of debris and garbage, including the areas within the Project fencing, the substation, and vegetative screening areas.

During construction and operation of the Project, the Company shall employ dust control measures on site to minimize dust. Prior to the issuance of Building Permits, Company shall provide the City with information setting forth the dust control measures that the Company expects to utilize during construction and operation.

15. Glare Mitigation

To the extent that glare issues are identified during construction or commercial operation of the Project, Company shall investigate such issues and take commercially reasonable steps to mitigate same in coordination with the City.

16. Financial Ability to Complete Project

Prior to issuance of a Building Permit for the Project, the Company or Nexamp shall provide to the City evidence of financial ability to construct and operate the Project.

17. Compliance with IDNR and USFWS Recommendations

Company shall comply with all Illinois Department of Natural Resources and U.S. Fish and Wildlife Service requirements and guidance regarding this Project unless such requirements or guidance conflicts with applicable building or electrical code requirements.

18. Lighting

All project lighting shall be installed, operated and maintained to ensure no light is cast upon any adjacent parcels.

19. Battery Storage

The Project does not include any Battery Energy Storage System ("BESS") and no such component shall be included in the Project without seeking and obtaining an amended Conditional Use Permit and Building Permit which shall be subject to a public hearing as required by 65 ILCS 5/11-13-1.1, and may (at the City's discretion) require additional agreements and financial assurances.

20. Contractors and Sub-Contractors of Company

Company shall be responsible for advising all contractors and sub-contractors of the Ordinance requirements and these Conditions, and shall be responsible for ensuring adherence thereto. Company shall be responsible for all corrective actions necessary for adherence to the provisions

of the Ordinance and these Conditions. Company shall be responsible for any financial penalties related to the violation of the Ordinance and these Conditions.

21. Construction Communications

Hoopeston Renewables, LLC shall maintain a website or other social media presence ("Internet Account") throughout the initial construction of the Project. The Internet Account shall be used to provide the community with periodic updates on the status of construction and any anticipated traffic disruption.

22. Development Agreement

Prior to the issuance of any Building Permit related to the Project, the City of Hoopeston and Nexamp shall enter into a development agreement in lieu of annexation with annual financial terms reasonably comparable to the estimated taxes for the proposed project area based upon the application of the current tax rate for the life of the Conditional Use Permit, or such other term agreed upon between the City and Nexamp.

***END OF DOCUMENT**

EXHIBIT B.1

CITY OF HOOPESTON COMMERCIAL SOLAR SITING ORDINANCE

CITY OF HOOPESTON, ILLINOIS
SOLAR ENERGY SITING ORDINANCE

§ ____ Purpose.

The purpose of this chapter is to facilitate the construction, installation, and operation of solar energy systems within the zoning jurisdiction of the City (including the 1.5 mile radius) in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts on adjoining property or on the environment. It is the intent of this chapter to encourage the development of solar energy systems that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation. This chapter is not intended to abridge safety, health or environmental

§ ____ Definitions.

ACCESSORY — As applied to a building, structure, or use, one which is on the same lot with, incidental to and subordinate to the main or principal structure or use and which is used for purposes customarily incidental to the main or principal structure, or the main or principal use.

BATTERY ENERGY STORAGE SYSTEM (BESS) — One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include batteries utilized for vehicles.

COMMERCIAL SOLAR ENERGY FACILITY (CSEF) — A commercial facility that converts-sunlight to electricity, whether by photovoltaics, concentrating solar thermal devices, or various experimental technologies for on-site or off-site use with the primary purpose of selling wholesale or retail generated electricity.

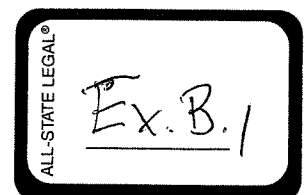
DISTRIBUTED GENERATION INSTALLER — A person who has completed all requirements to be certified by the State of Illinois and the Illinois Commerce Commission in order to install renewable energy appliances and equipment.

GROUND MOUNT SOLAR ENERGY SYSTEM - A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.

NET METERING — A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.

SOLAR ENERGY — Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

SOLAR ENERGY SYSTEM (SES) — The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing.



PARTICIPATING PROPERTY — A CSEF host property or any real property that is the subject of an agreement between the real property owner and the CSEF owner (or affiliate) regardless of whether any part of a CSEF is constructed on the property.

PERSONAL SOLAR ENERGY SYSTEM (PSES) — Any device or combination of devices or elements which rely upon direct sunlight as an energy source, including but not limited to any substance or device which collects sunlight for generating electricity for use on-site. However, the energy output may be delivered to a power grid to offset the cost of energy on-site. PSES may not primarily sell electricity for wholesale or retail markets.

SOLAR PANEL — A device for the direct conversion of solar energy into electricity or heat.

§ ____ Personal Solar Energy System (PSES).

A. Purpose and intent. The purpose of these regulations is to provide a uniform and comprehensive set of standards for the installation and use of PSESs designed for on-site home, farm, and small commercial use that are used primarily to reduce on-site consumption of utility power. The intent of these regulations is to protect the public health, safety, and community welfare without unduly restricting the development of PSESs.

B. Permitted use. PSES shall be considered an accessory use to a principal permitted use in any zoning district. A PSES which complies with the requirements of this Section shall be permitted. Any PSES which deviates from the requirements of this Section shall seek and obtain a variance prior to the installation of such PSES. Any non-compliant PSES shall be removed at the owner's expense.

C. Special requirements. PSES shall be subject to the requirements included in the City Zoning Code and the below requirements unless otherwise stated herein. All PSES shall be subject to the General requirements.

(1) General (applicable to ground mount and roof mount PSES systems):

- a) All applicable laws, statutes, regulations and ordinances shall be followed.
- b) Use. The PSES shall provide electricity or heat for on-site use by the owner. This does not prohibit an owner from making excess power available for net metering.
- c) Approved solar components. Electric solar energy system components must have a current Underwriters Laboratory (UL) listing or approved equivalent.
- d) All PSES and BESS must comply with the International Building Code, International Residential Code and National Electric Code.
- e) Reflection angles. Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties. Owner shall install glare mitigation if requested by the City. Glare mitigation may be any barrier that complies with the City of Hoopeston zoning code.
- f) Visibility. Solar energy systems shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the north while still providing adequate solar access for collectors. They shall be designed to blend into the architecture of the building or be screened from routine view from public rights-of-way, provided that the screening shall not affect the operation of the system.

- g) Utility notification. All grid-integrated solar energy systems shall comply with the interconnection requirements of the electric utility. Off-grid systems are exempt from this requirement.
- h) All PSES must be inspected prior to beginning operation for compliance with the requisite building codes. The inspector shall be a qualified third-party who is chosen or approved by the City, and whose costs shall be reimbursed by the owner.
- i) Any BESS utilized within a residence or commercial building must be inspected prior to utilization for compliance with the requisite building codes. The inspector shall be a qualified third-party who is chosen or approved by the City, and whose costs shall be reimbursed by the owner. The location of the BESS must be supplied the Hoopeston Fire Department within 7 days of installation.
- j) All PSES and BESS utilized within the City must register with the City at no cost in order to identify such systems for the safety of firefighting and emergency response.

(2) Ground-mounted PSES. Ground-mounted PSESs shall be subject to the following requirements:

- (a) Height. Shall not be greater than 10 feet at maximum tilt of the solar panels) in any zoning district.
- (b) Lot size. The lot on which the SES is to be installed must be no smaller than one acre.
- (c) Setbacks. The PSES shall maintain perimeter setbacks of no less than 50 feet. No PSES shall be permitted to be located in the required front yard.
- (d) Coverage. Ground-mount systems shall not exceed half the building footprint of the principal structure and shall be exempt from impervious surface calculations if the soil under the collector is not compacted and maintained in vegetation. Foundations, gravel, or compacted soils are considered impervious.
- (e) Variance. If any of these specifications cannot be met, a variance must be applied for and obtained prior to installation.

(3) Roof-mounted PSES. Roof-mounted PSESs shall be subject to the following requirements:

- (a) Height.
 - [1] Shall not project more than 12 inches above the roof; and
 - [2] Shall not be greater than the allowable height of any structure within the zoning district in which the PSES is to be installed, except that if an existing roof is within 12 inches of the maximum allowable height, then the PSES may project no more than 12 inches above the roof, even if it exceeds the maximum allowable height.
- (b) Safety. Roof-mount solar energy systems shall allow for adequate roof access for firefighting purposes. The City of Hoopeston Fire Department, or third-party inspector chosen by the City, shall inspect and approve the plans prior to the installation.
- (c) Roof coverage. Roof-mount solar energy systems shall not occupy more than 80% of the aggregate square footage of the roof area. The roof shall be considered a part of a building

completely covering and permanently attached to such building and can be flat or pitched.

- (d) Variance. If any of these specifications cannot be met, a variance must be applied for and obtained prior to installation

(4) Existing Systems

(a) Inspection. All PSES existing or in the process of construction as of the date of the passage of this Ordinance shall be inspected annually for the purposes of determining the health and safety of the system.

(b) Registration. All PSES and BESS which exist or in the process of construction as of the date of the passage of this Ordinance shall register with the City in order to identify for the safety of firefighting and emergency response.

§ _____ Commercial Solar Energy Facility (CSEF) (§ _____ to § _____)

A. Purpose and intent. The purpose of these regulations is to provide a uniform and comprehensive set of standards for the installation and use of CSEFs designed for commercial energy production. The intent of these regulations is to protect the public health, safety, and community welfare while allowing development of solar energy resources for commercial

B. Conditional Use. Commercial Solar Energy Facilities shall only be allowed by Conditional Use Permit within the following districts: Agricultural, Commercial-Business, Light Industrial, Heavy Industrial, and property over which the City of Hoopeston exercises zoning jurisdiction but which is located outside the corporate limits of the City of Hoopeston. CSEF shall be subject to the procedures and standards included in Conditional Uses unless otherwise stated in this chapter. CSEF are prohibited in all Residential and Mobile Home districts. No CSEF may be constructed until receipt of a Conditional Use Permit and receipt of the requisite Building Permit(s) from the City of Hoopeston.

C. General requirements. CSEFs are subject to the following requirements:

- (1) Height. Shall not exceed 20 feet at maximum tilt of the solar panel(s).
- (2) Property size. The property on which the CSEF is to be installed shall be in excess of 15 acres.
- (3) Setbacks.
 - (a) The CSEF shall be kept 300 feet from the nearest non-participating residence or occupied community building as measured from the foundation to the nearest portion of the exterior of the CSEF. For the purposes of these setback requirements the fence surrounding the CSEF is considered the outermost portion of the CSEF.
 - (b) The CSEF shall be kept 50 feet from the parcel line of any non-participating parcel.
 - (c) The CSEF shall be kept at least 600 feet from the corporate limits of the City of Hoopeston.
 - (d) CSEF shall be kept 100 feet from the nearest outside edge of any right-of-way.

- (e) No setback is required for adjoining parcels that are both participating properties in the CSEF.
- (4) Fencing. A fence of at least six feet in height but no greater than eight feet shall enclose the CSEF.
 - (5) Lighting. If lighting is provided at the project, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel. The CSEF shall provide
 - (6) Installation and design. The CSEF shall be designed and located in order to prevent glare toward any inhabited buildings on adjacent properties as well as adjacent highways.
 - (7) Outdoor storage. Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the solar farm shall be allowed.
 - (8) Proof an Agriculture Impact Mitigation Agreement (AIMA) has been executed with the Illinois Department of Agriculture, or a similar agreement has been executed with the City. The City may require additional Decommissioning requirements pursuant to the provisions of this Section.
 - (9) In all undeveloped areas, the CSEF project owner/operator will be required to complete a consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat program. The cost of this consultation shall be at the owner/operator's expense. The final certificate from the EcoCat shall be provided to the City of Hoopston before any public hearing on the Conditional Use Permit occurs.
 - (10) No BESS is allowed as part of a CSEF.
 - (11) Vegetative screening. The entirety of the CSEF shall be enclosed with a living buffer of evergreen or conifer trees that must be planted prior the commercial operation of the CSEF and will meet or exceed the height of the solar panels and all facilities equipment, including fencing within 3 years of planting. Additionally, the Applicant/ Owner must comply with any screening requirements of any conditions. An alternative buffer may also be considered, if approved by the City Council. Earth berms or other topographical features and existing wooded areas may be accepted in lieu or in combination of the above requirements, if they conceal the use from public view and are maintained.
 - (12) Variance. If any of the specifications described in cannot be complied with, the owner/operator must apply for and receive a variance prior to receipt of any Building Permit(s) related to the CSEF.

D. Certification.

- (1) CSEFs shall conform to applicable industry standards, including those from the UL, National Electric Code, and Federal Aviation Administration (FAA).
- (2) All applicable City, state, and national construction and electric codes and regulations shall be followed.
- (3) Stormwater and NPDES. Solar farms are subject to the City's stormwater management, erosion, and sediment control provisions and NPDES permit requirements.

E. Safety. All CSEFs shall provide the following at all locked entrances:

- (1) A visible "High Voltage" warning sign;
- (2) Name(s) and phone number(s) for the electric utility provider;
- (3) Name(s) and phone number(s) for the site operator;
- (4) The facility's 911 address, GPS coordinates;
- (5) A Knox-Box® with keys; and
- (6) The company shall become a member of the Illinois State- Wide One-Call Notice system (otherwise known as the "Joint Utility Locating Information for Excavators" or (JULIE) and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the City with proof of membership.

F. Petition. The petition for a Conditional Use permit for a Commercial Solar Energy Facility shall include:

- (1) A written summary of the project, including a general description of the project, including its approximate generating capacity.
- (2) The name(s), address(s), and phone number(s) of the owner and/or CSEF operator.
- (3) The site plans required to be submitted with the building permit application.
- (4) All other information contained in the City Zoning Code as may be required to file a petition.
- (5) Sufficient evidence to demonstrate compliance with the requirements of the City of Hoopeston Zoning Code and the provisions of this Section.

G. Decommissioning plan. Prior to applying for a building permit, the CSEF project owner/operator shall submit a decommissioning plan and enter into a decommissioning agreement with the City of Hoopeston. The City of Hoopeston, or its designee, shall review the plan for completeness and refer it to the Hoopeston City Council for approval. The plan shall include:

- (1) A description of the plan to remove the CSEF equipment and restore the land to its previous use upon the end of the project's life;
- (2) Provisions for the removal of structures, debris, and associated equipment on the surface and to a level of not less than five feet below the surface, and the sequence in which removal is expected to occur;
- (3) Provisions for the restoration of the soil and vegetation;
- (4) An estimate of the decommissioning costs certified by an independent professional engineer, approved by the City, in current dollars. The engineer providing this estimate shall be engaged under contract by the City of Hoopeston, and all costs associated with this engagement shall be borne by the applicant;

- (5) No consideration of the scrap value shall be included in the decommissioning costs;
- (6) Financial assurances approved to ensure that funds will be available for decommissioning and land restoration;
- (7) A provision that the terms of the decommissioning plan and agreement shall be binding upon the owner or operator and any of their successors, assigns, or heirs;
- (8) Upon review and approval of the decommissioning plan, the Hoopeston City Council shall set an amount to be held in a surety bond in the amount of 110% of the estimated cost. The plan shall state that the City of Hoopeston shall have access to the project and to the funds to effect or complete decommissioning one year after cessation of operations of the CSEF or any portion thereof.

H. Reimbursement for City expenses. If during the term of the Conditional Use and decommissioning period for the project, the City, in its reasonable discretion retains outside engineers, consultants, contractors, attorneys or other parties, in order for the City to enforce, determine compliance or obtain compliance with applicable laws, ordinances, regulations, and these conditions, the CSEF project owner/operator shall promptly reimburse the City for all such expenses.

I. Litigation. Any legal action shall be brought only in the Circuit Court of the State of Illinois in Vermilion County, Illinois and the owner/operator further accepts for itself, himself or herself and in respect of its, his or her property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any such legal action and irrevocably waives any objection, including, without limitation, any objection to the venue or based on the grounds of forum non conveniens, which it, he or she may now or hereafter have to the bringing of any such legal action in that jurisdiction and venue.

J. Road agreements. The CSEF project owner/operator shall comply with all the provisions of the road usage agreement entered into between the CSEF project owner/operator and the City of Hoopeston. The CSEF project owner/operator shall also comply with any road usage agreement entered into between the CSEF project owner/operator and any other governmental entity. Any material breach of any such road usage agreements by the CSEF project owner/operator shall constitute a material breach of these conditions.

K. Maintenance. The CSEF project owner/operator shall operate the project in a safe, well-maintained, attractive, and continuous manner, making all necessary repairs in a timely fashion, including, without limitation, the vegetation on the entire project site.

L. Signage. In addition to the required safety signs, one sign, not to exceed 32 square feet, identifying the CSEF project owner/operator may be erected on the perimeter fence.

M. Building permit. Before a building permit is issued, the following shall be submitted to the City of Hoopeston for review:

- (1) A site plan with existing conditions showing the following:
 - (a) Existing property lines and property lines extending 600 feet from the exterior boundaries, including the names of adjacent property owners and the current use of those properties.

- (b) All routes that will be used for construction and maintenance purposes shall be identified on the site plan. All routes for either egress or ingress shall be shown.
 - (c) Location and size of any abandoned wells, sewage treatment systems.
 - (d) Existing buildings and impervious surfaces.
 - (e) A contour map showing topography at two-foot intervals. A contour map of surrounding properties may also be required.
 - (f) Existing vegetation (list type and percent of coverage; i.e., cropland/plowed fields, grassland, wooded areas, etc.).
 - (g) Any delineated wetland boundaries.
 - (h) A copy of the current FEMA FIRM maps that show the subject property, including the 100-year flood elevation and any regulated flood protection elevation, if available.
-
- (i) Surface water drainage patterns.
 - (j) The location of any subsurface drainage tiles.
 - (k) Location and spacing of the solar collector.
-
- (l) Location of underground and overhead electric lines connecting the solar farm to a building, substation or other electric load.
 - (m) New electrical equipment other than at the existing building or substations that is to be the connection point for the solar farm.
- (2) A site plan with proposed conditions showing the following:
- (a) Location, height, and spacing of the solar panels.
 - (b) Location of access roads.
 - (c) Location of underground or overhead electric lines connecting the solar farm to a building, substation, or other electric load.
 - (d) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.
 - (e) Compliance with all of the requirements herein for CSEF.
- (3) Emergency plan. The site emergency plan shall be submitted to the local fire protection district(s) and/ or department(s) whose jurisdiction is included in whole or in part within the CSEF project area. Specialized training shall be provided at the operator's expense for all City, county, fire protection district, and other applicable jurisdictions' first responders biennially. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this chapter shall be submitted to the City.

- (4) The decommissioning plan required herein.
- (5) The surety bond approved by the City Council.

§ _____ Indemnification and Liability.

A. The applicant, owner, and/or operator of the CSEF project shall defend, indemnify, and hold harmless the City of Hoopeston and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including attorney's fees, without limitation, arising out of acts or omissions of the applicant, owner, and/or operator associated with the construction and/ or operation of the CSEF project.

B. The applicant, owner, and/or operator of the CSEF project shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Evidence of liability coverage must be reported to the City of Hoopeston on an annual basis, and any loss of coverage must be reported within three working days of loss. Failure to maintain coverage shall be considered a cessation of operations.

§ _____ Cessation of Operations.

If any CSEF provided for in this chapter has not been in operation and producing electricity for at least 180 consecutive days, it shall be removed. The City of Hoopeston shall notify the owner to remove the system. Within 30 days, the owner shall either submit evidence showing that the system has been operating and producing electricity or remove it. If the owner fails to or refuses to remove the solar energy system, the City may pursue all applicable remedies, including, without limitation, those described in § _____ and exercising its rights in the decommissioning plan, including using the surety bond proceeds. However, removal of the system shall not be required in the event that the CSEF's failure to operate and produce electricity for at least 180 consecutive days was due to technical, maintenance, or other force majeure issues as reasonably demonstrated to the City Council by the owner. Any such extension of time shall be as determined by the City Council.

§ _____ Penalties.

A. A failure to obtain applicable building permit(s) for the construction of a solar energy system or failure to comply with the requirements of a building permit or the provisions of this chapter shall be deemed a violation of this chapter. The City may bring an action to enforce compliance with the requirements of this chapter by filing an action in the Circuit Court for an injunction requiring conformance with this chapter or seek such other order as the court deems necessary to secure compliance with this chapter.

B. In addition, any person who violates this chapter shall be fined not less than \$25 or more than \$500. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

C. Nothing herein shall prevent the City from seeking such other legal remedies available to prevent or remedy any violations of this chapter.

§ _____ Annual Inspections

All CSEF are subject to an annual inspection for continued compliance with this Section, the City of Hoopeston Zoning Code and for the safety, health and welfare of the surrounding properties and citizens.

§ _____ Conditional Use Application Fees and Building Permit Fees.

Prior to processing any Application for a CSEF the applicant must submit and Conditional Use Permit application fee equal to \$2,500.00 per megawatt (mW) of proposed nameplate capacity. These funds shall be placed in an FDIC insured account and will be used to cover the City's cost incurred in processing the Application. If additional funds are necessary to cover the costs of processing the application, the Applicant shall provide additional funds to cover the costs. Any funds remaining following the processing of the Conditional Use Permit application shall be refunded. No conditional use application shall continue to be processed that has outstanding fees. No building permit shall be issued to any applicant with outstanding fees.

A building permit fee shall be paid to the City at the time of application for the Building Permit in an amount equal to \$2,500.00 per megawatt of nameplate capacity. If additional inspections or costs are necessary, there will be a fee assessed to reimburse the City of Hoopeston for actual expenses.

§ _____ Nonconforming systems

Any system existing at the time of the adoption of this chapter that does not conform to the requirements of this chapter shall be considered a nonconforming structure, and shall be subject to the regulations pertaining to nonconforming structures in the City of Hoopeston Zoning Code.

§ _____ Administration and enforcement

The City shall enforce the provisions of this chapter through inspections on such schedule as deemed appropriate. The City, or City's designee, has the authority to enter upon the premises where a CSEF is located at any time by coordinating a reasonable time with the operator/owner of the facility. Any person, firm or corporation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this chapter shall be subject to the penalties provisions in § _____ of this chapter.

§ _____ Repower

Any increase in nameplate capacity, increase in footprint of the CSEF, changes in height of the CSEF pan, shall require the Owner to apply for a supplement or new Conditional Use Permit. Owner may make "like kind" replacements without seeking a supplemental or new Conditional Use Permit.

§ _____ Effective Date and Limitations

Permit Effective Date -- The Conditional Use Permit shall become effective upon approval by the City Council. The Conditional Use Permit shall be valid for 40 years starting from the Commercial Operation date of the Project. Owner shall advise the City of the Commercial Operation date within 7 days thereof.

At the conclusion of Conditional Use Permit, the owner of the CSEF may apply for a new CSEF Conditional Use Permit or begin decommissioning of the CSEF in accordance with the AIMA requirements within 180 days. Any decommissioning must be completed within 180 days after the cessation of Conditional Use Permit. Application for a new CSEF Conditional Use Permit may be made prior to the conclusion of the existing Conditional Use Permit.

Failure to Commence Construction or Operation -- Unless otherwise stated in the conditions of the Conditional Use Permit, substantial construction work on the CSEF shall commence within Twelve (12) months of the effective date of the Conditional Use Permit unless such time period is extended by the City Council. If no extension of time is granted, the Conditional Use Permit shall immediately terminate upon expiration of the twelve (12) month period.

Revocation of Certificate of Permit -- Upon finding a material violation of the terms of the Conditional Use Permit, the City shall have the authority to revoke the Conditional Use Permit after notice to the Applicant/Owner and after affording the Applicant/Owner an opportunity to be heard.

§ _____ Severability

If any section, paragraph, clause, phrase or part of this Ordinance is for any reason held invalid by any court or competent jurisdiction, such decision shall not affect the validity of the remaining provisions of these regulations, and the application of those provisions to any persons or circumstances shall not be affected thereby.

§ _____ Effective Date

This Ordinance is an ordinance necessary for the health and safety of the people of City of Hoopeston, Illinois, and shall be in full force and effect from and after its passage.

EXHIBIT B.2
SITE LAYOUT

CITY OF HOOPESTON, IL
FOR
CONDITIONAL USE PERMIT PLANS

HOOPESTON RENEWABLES, LLC

4.95 (MW)

LOCATED AT

STATE ROUTE 9 /RD 4100 N, GRANT TOWNSHIP
HOOPESTON, IL 60942

APPLICANT/PROJECT OWNER

HOOPESTON RENEWABLES, LLC
101 N WACKER DRIVE, SUITE 200
CHICAGO, IL 60606
CONTACT: JACK CURRY

CIVIL ENGINEER

STANTEC CONSULTING SERVICES
12080 N CORPORATE PARKWAY
MEQUON, WI 53097

SURVEYOR SOLAR

STANTEC CONSULTING SERVICES
209 COMMERCE PARKWAY
COTTAGE GROVE, WI

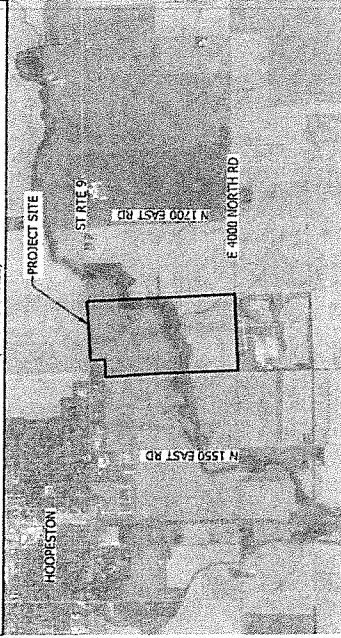
CONSULTANT

NEXAMP, INC.
101 N WACKER DRIVE, SUITE 200
CHICAGO, IL 60606
CONTACT: JACK CURRY
PHONE: 774-217-4369

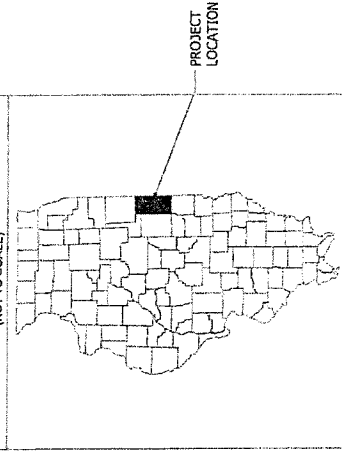
SITE INFORMATION

PARCEL ZONING
FARMLAND (0021)
PROJECT DESCRIPTION
PROJECT PARCEL IS 312.7 AC.
FENCED ACREAGE OF PROJECT SITE IS 27.66 AC.
MODULE MODEL: Helene156HC M10 SL (565-585)
MOUNTING SYSTEM: 1P ATT with Yellow Jacket and Predrill
INVERTER MODEL: (22) Solertia XGI 225kW

LOCATION MAP
(NOT TO SCALE)



VERMILION COUNTY, IL
(NOT TO SCALE)



PRELIMINARY DRAWINGS FOR
INTERCONNECTION APPLICATION
AND PERMIT SUBMITTAL ONLY.
NOT FOR CONSTRUCTION

ALL-STATE LEGAL
Ex. B.2

101 N Wacker Drive, Suite 200
Chicago, IL 60606
Tel: (773) 431-1440 Fax: (773) 431-2525 Web: nexamp.com

nexamp

Stantec

Sheet No.	Sheet Title
G000	TITLE SHEET
G001	GENERAL NOTES
G002	SEED MIXES
G003	LAND OWNERSHIP PLAN
C000	EXISTING CONDITIONS & REMOVALS PLAN
C100	SITE PLAN
C200	SITE GRADING AND EROSION CONTROL LEGEND
C801	ENGINEERING DETAILS
C802	ENGINEERING DETAILS
C803	ENGINEERING DETAILS

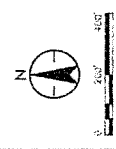
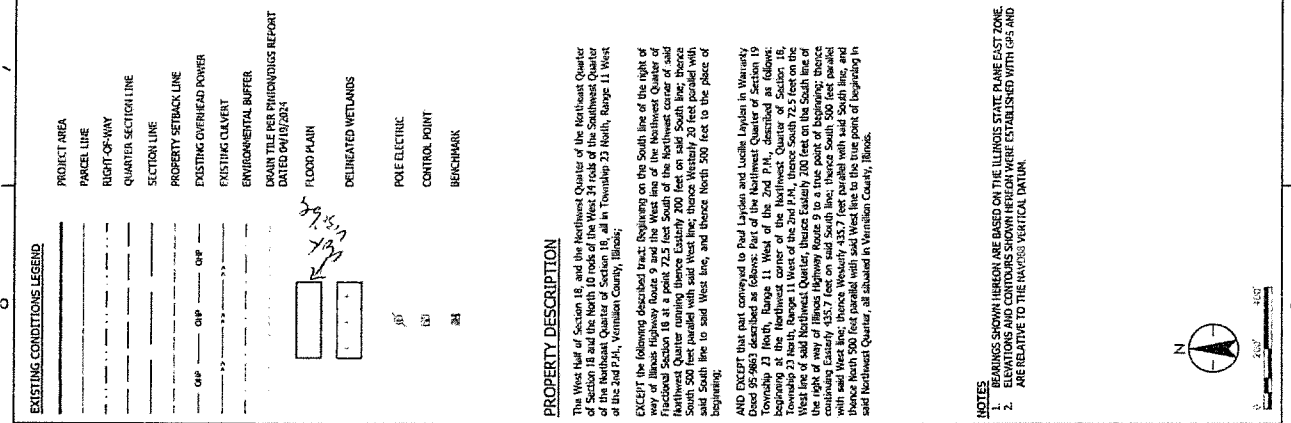
HOOPESTON RENEWABLES, LLC
VERMILION COUNTY, ILLINOIS

TITLE SHEET

G000

	Seed Mixes 100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic
100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic
100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic
100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic
100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic
100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic	100% Pure 100% Natural 100% Organic

Selling date: 12.18.16 (75 days square foot)
2855 Quail Road NE, Snook Rapids MN 56379



ne&mp

101 Burrage Street, Boston, MA 02110
Tel: (617) 451-1440 Fax: (781) 415-2525 Web: ne&mp.com

Stantec

Rev	By	Date	App'd	Sheet No.
1	MD	10/20/11		100

PERMITTING CONSULTANT
(REQUIRED)

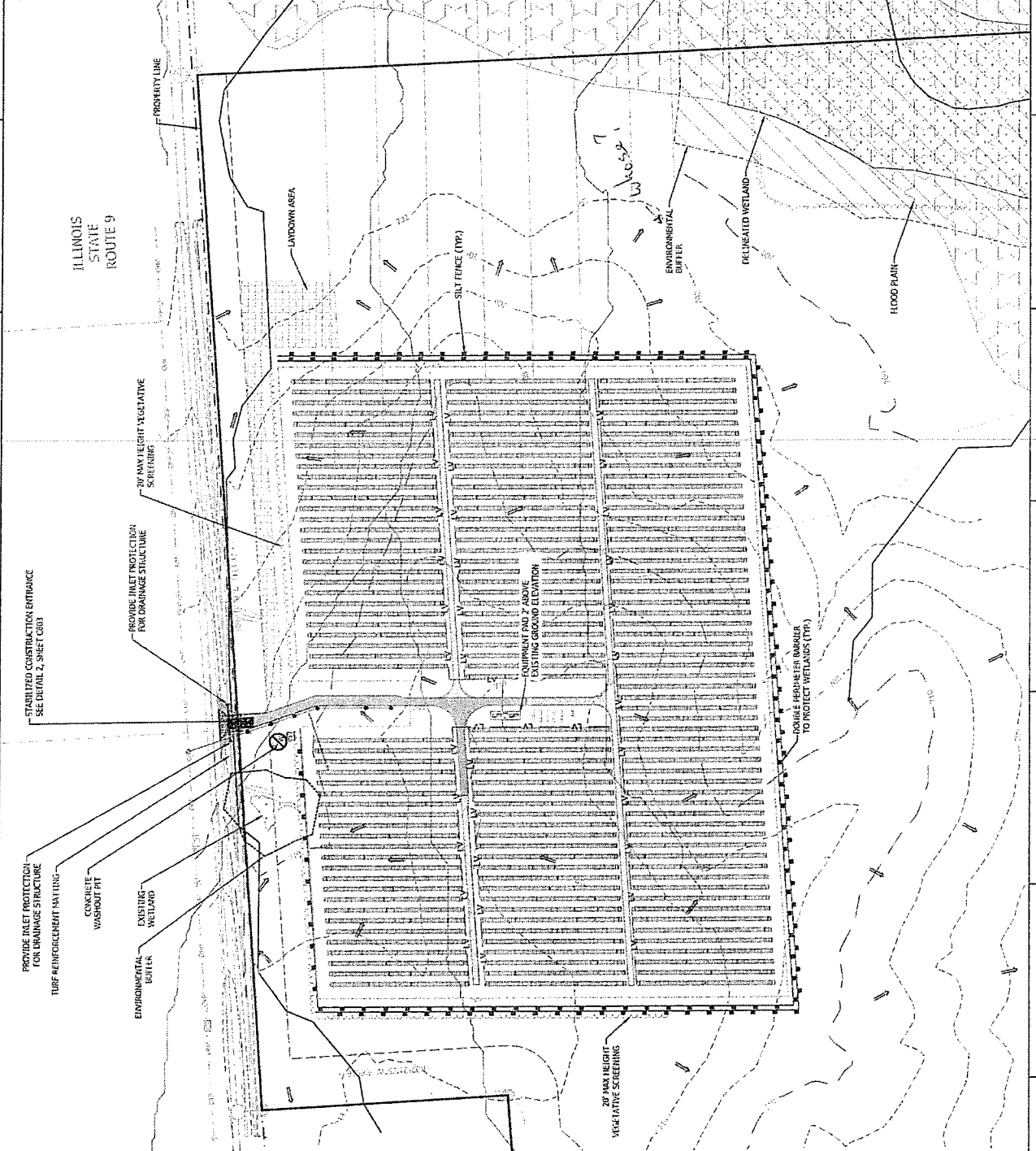
**HOOPESTON
RENEWABLES, LLC**

VERMILION COUNTY, ILLINOIS

**SITE GRADING AND
EROSION CONTROL**

LEGEND

C200

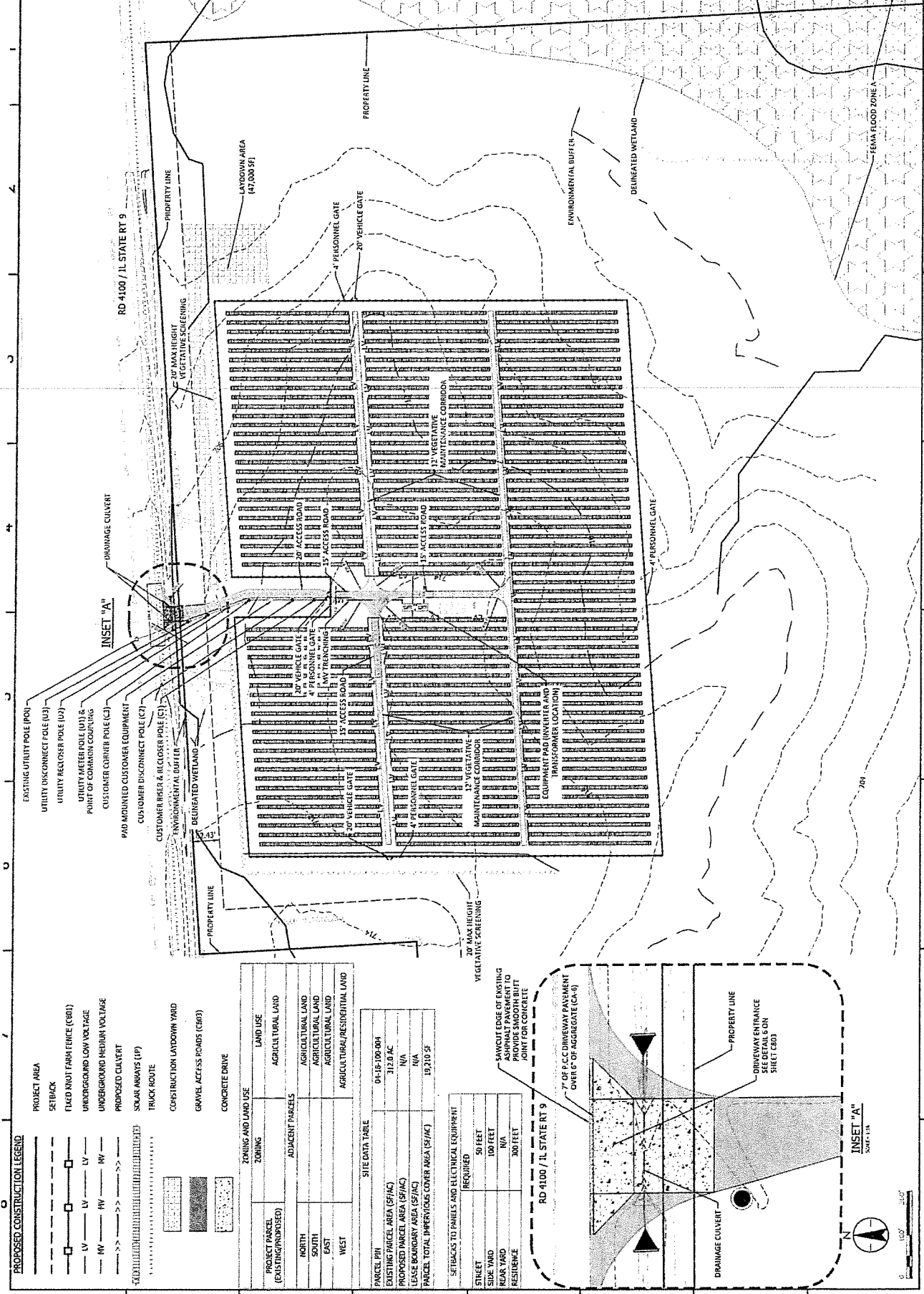


SITE GRADING AND EROSION CONTROL LEGEND

- NEW CONTOUR MINOR
- NEW CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- PROPOSED SPOT ELEVATION
- SILT FENCE (C802)
- STABILIZED CONSTRUCTION ENTRANCE (C802)
- DRAINAGE ARROW
- CONCRETE WASHOUT (C802)
- TURF REINFORCEMENT MATTING (C802)

SITE GRADING AND EROSION CONTROL NOTES:

- SEE DETAIL SHEET FOR ACCESS DRIVE TYPICAL SECTION.
- CONTRACTOR TO INSTALL TEMPORARY ACCESS ROAD WIDENING TO MAINTAIN EXISTING ROAD WIDTH. EXISTING ROAD WIDENING SHALL BE REMOVED PRIOR TO FINAL SITE RESTORATION AND SEEDING.
- STUMP, SALVAGE, STOCKPILE, AND RESPREAD ALL TOPSOIL IN AREAS OF EROSION. CONTRACTOR TO MAINTAIN EXISTING TOPOGRAPHY AND VEGETATION. VERY FINE RESPREAD TOPSOIL DOES NOT CHANGE DRAINAGE PATTERNS, CHANNEL FLOW, OR PONDING WATER. TOPSOIL CAN BE RESPREAD IN THE FOLLOWING WAYS:
 - RESPIRE WITH A 1:1 SLOPE WITH SMALL ROAD SECTIONS CAN BE FILLED AT A 1:1 SLOPE WITH SMALL POND BODIES TO BE FILLED AT 1:1 OR 2:1 SLOPE WITH TOPSOIL.
 - ANY REMAINING EXCESS TOPSOIL AFTER 3.1 CAN BE SPREAD IN AREAS WITH NO IMPACT TO OR SHADING TO ARROY. STAY WITHIN EXISTING TOPOGRAPHY.
- CONTRACTOR TO PERFORM LIMITED CUT OR FILL BALANCE AS REQUIRED TO ACHIEVE POSITIVE DRAINAGE THROUGHOUT SITE (INCIDENTAL).
- SEE RESTORATION SHEETS FOR SEEDING AND STABILIZATION PLAN.
- CONTRACTOR TO INSTALL EXTERIOR CONTROL BLANKET ON SLOPES STEEPER THAN 4:1.



PROPOSED CONSTRUCTION LEGEND

- PROJECT AREA
- SETBACK
- FIXED NUT FARM FENCE (C801)
- UNDERGROUND LOW VOLTAGE
- UNDERGROUND MEDIUM VOLTAGE
- PROPOSED CULVERT
- SOLAR ARRAYS (UP)
- TRUCK ROUTE
- CONSTRUCTION LAYOUT YARD
- GRAVEL ACCESS ROADS (C803)
- CONCRETE DRIVE

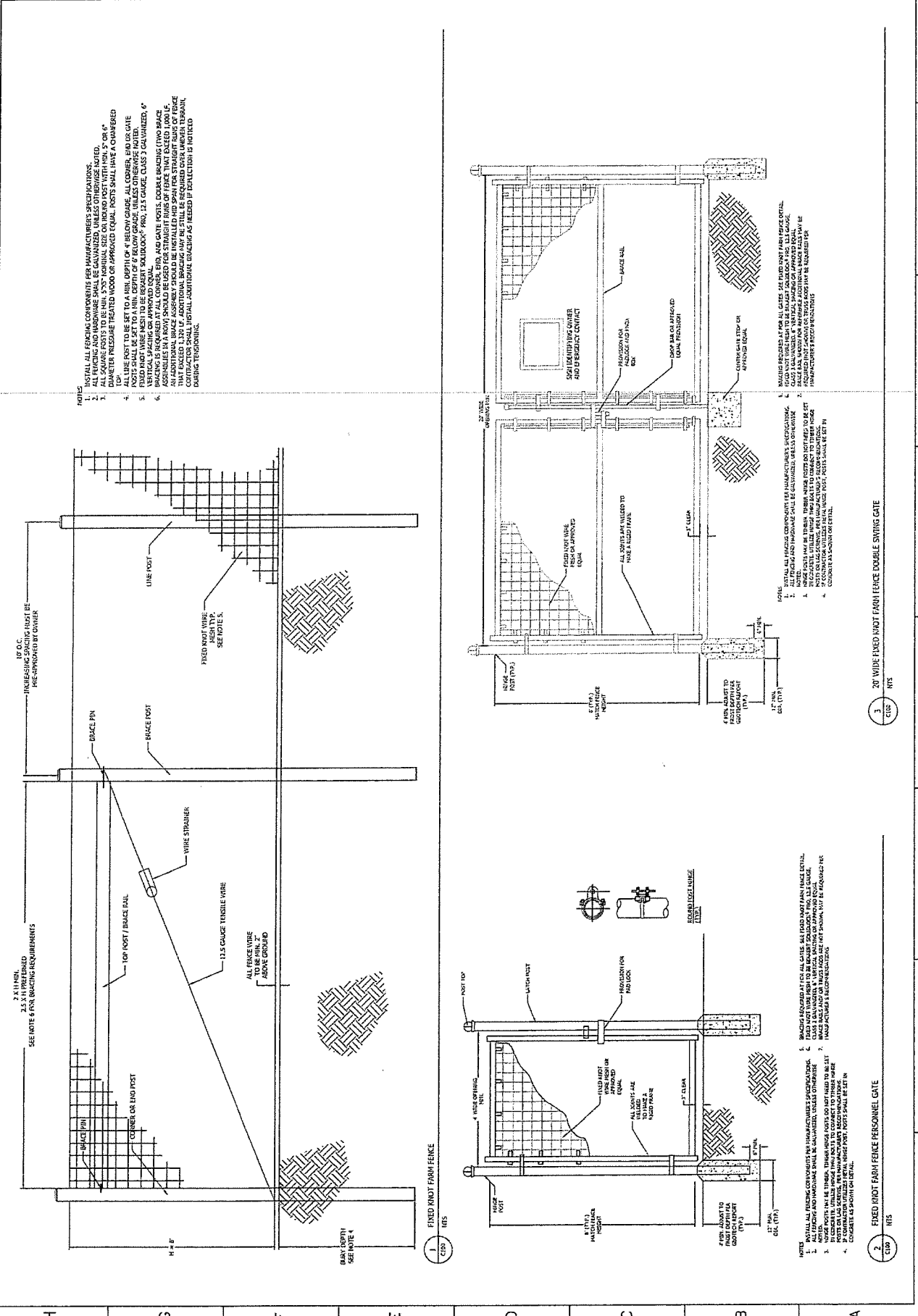
ZONING AND LAND USE	
PROJECT PARCEL (EXISTING/PROPOSED)	LAND USE
NORTH	AGRICULTURAL LAND
SOUTH	AGRICULTURAL LAND
EAST	AGRICULTURAL LAND
WEST	AGRICULTURAL/RESIDENTIAL LAND

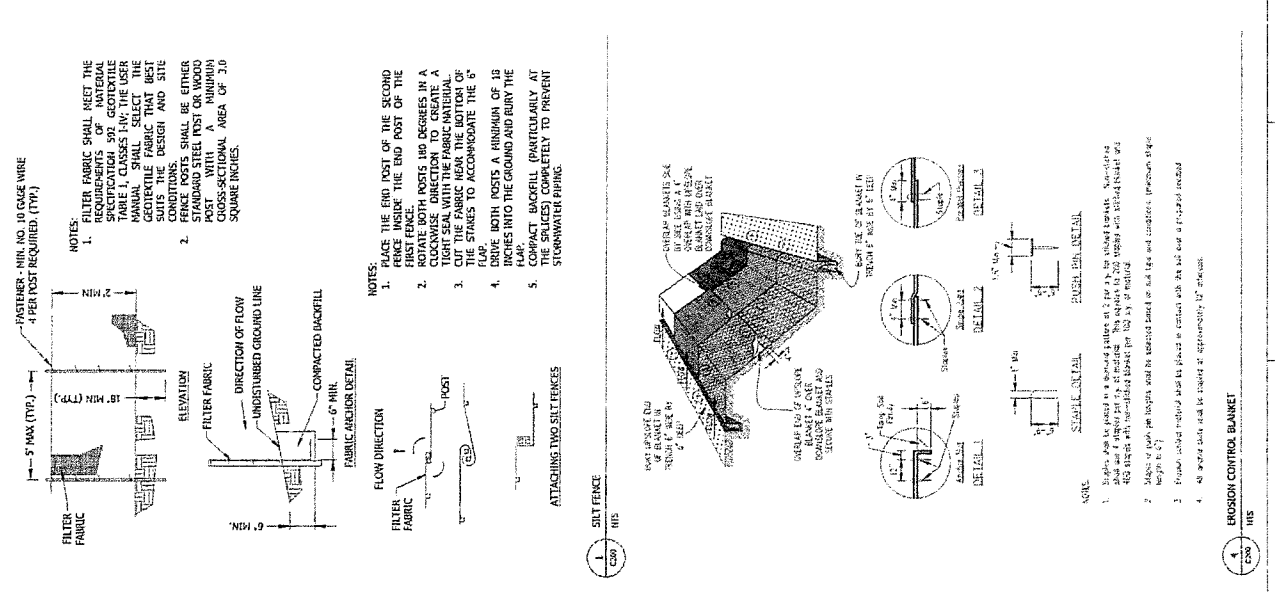
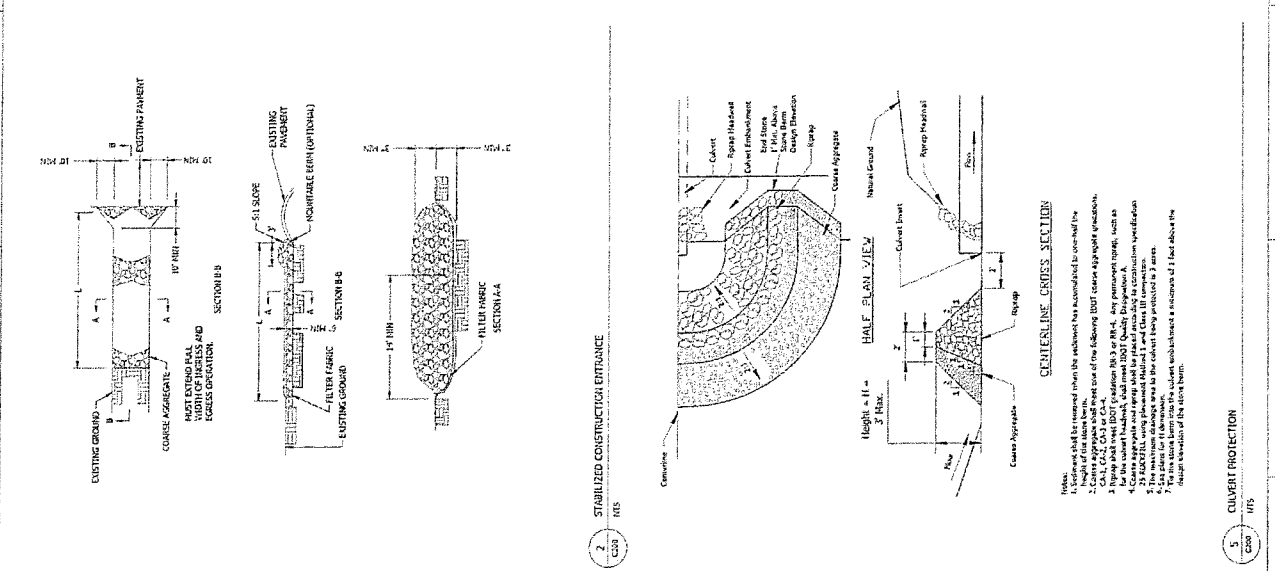
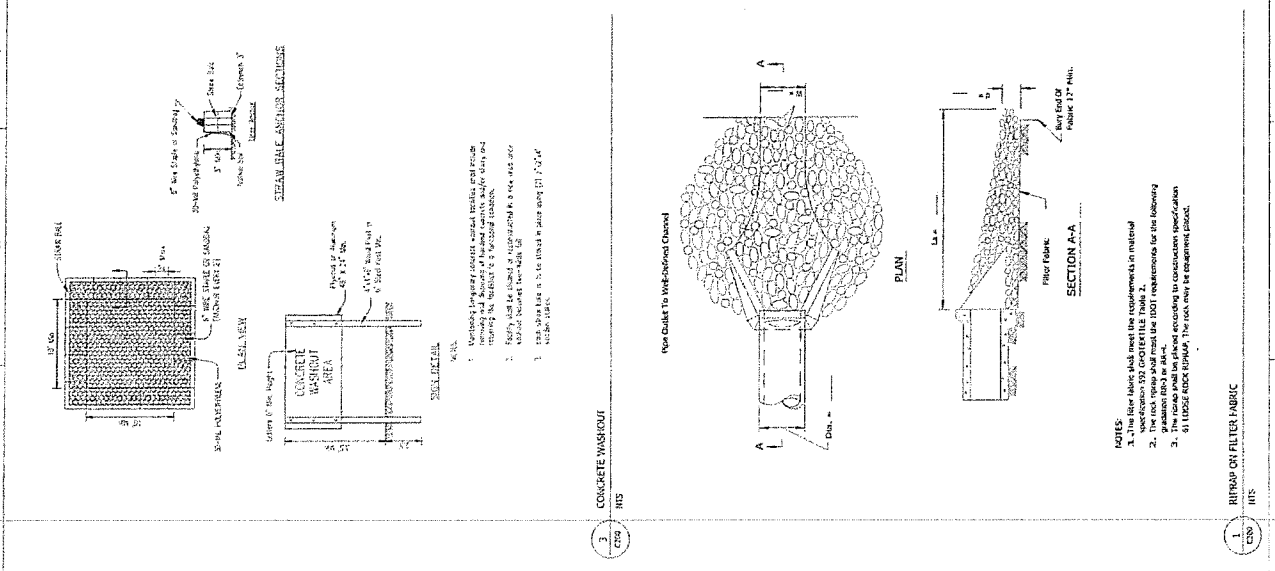
SITE DATA TABLE

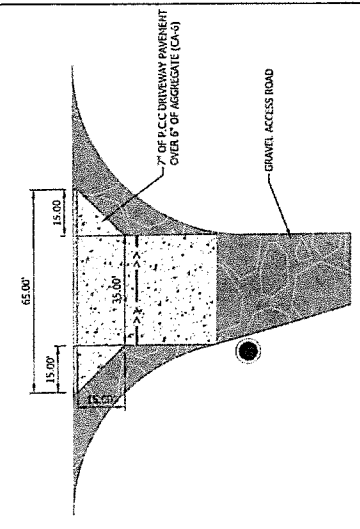
PARCEL PIN	04-14-100-004
EXISTING PARCEL AREA (SF/AC)	312.0 AC
PROPOSED PARCEL AREA (SF/AC)	N/A
LEASE BOUNDARY AREA (SF/AC)	N/A
PARCEL TOTAL IMPROVEMENTS COVER AREA (SF/AC)	19,210 SF

SETBACKS TO PANELS AND ELECTRICAL EQUIPMENT REQUIRED	
STREET	50 FEET
SIDE YARD	100 FEET
REAR YARD	N/A
RESIDENCE	300 FEET

INSET "A"



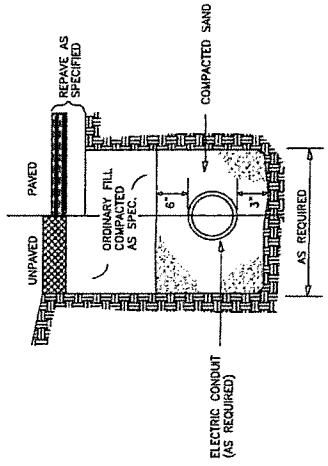
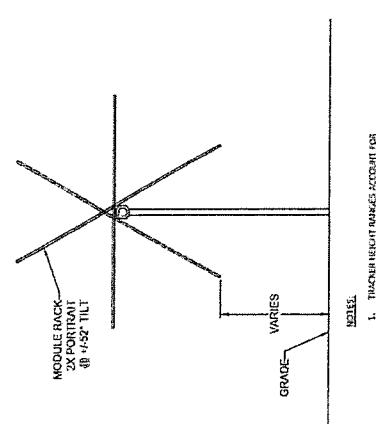




DANGER

HIGH VOLTAGE - KEEP AWAY
AUTHORIZED PERSONNEL ONLY

**NO TRESPASSING. THIS SITE IS
MONITORED BY SURVEILLANCE**



4	ELECTRIC CONDUIT TRENCH	NTS
---	-------------------------	-----

HOOPESTON RENEWABLES, LLC – DECOMMISSIONING PLAN

Hoopeston Renewables, LLC has prepared this Decommissioning Plan (the "Plan") for a proposed 5.00-megawatt (AC) solar photovoltaic (PV) facility (the "Facility") to be constructed adjacent to the City of Hoopeston at State Route 9, Vermillion County, Illinois 60942 (PIN: 04-18-100-004). The Plan describes the process for decommissioning the Facility in accordance with applicable federal, state, and local requirements. These requirements include the Illinois Department of Agriculture's (IDOA) Standard Agricultural Impact Mitigation Agreement (AIMA), which was executed on August 24, 2023 between Hoopeston Renewables, LLC and the IDOA. Decommissioning of the Facility shall be completed within twelve (12) months after the end of the useful life of the Facility.

Facility Description

The Facility will consist of a 5.00-megawatt (AC) capacity solar power-generating array secured within six-foot fixed knot farm fence areas surrounding each array and equipment site. Each array area is accessed through 20-foot-wide swing gates. The driveway will be accessed from State Route 9. The Facility will include the following site features:

- An approximate 312.7-acre tract of land on which the Facility is located;
- An approximate 22.3-acre area of photovoltaic (PV) modules and mounting system;
- An approximate 27.7-acre area within the fixed knot farm fence;
- Screw or driven piers/piles supporting the PV modules;
- Two (2) transformers (filled with biodegradable mineral oil) and twenty-two (22) string inverters;
- A six (6)-foot fixed knot farm fence;
- Underground conduit and wires within the system area;
- Three (3) aboveground utility poles (owned by Hoopeston Renewables, LLC);
- Overhead and underground wires needed to interconnect to the utility electrical grid;
- A gravel access drive totaling approximately 935 feet in length; and
- One (1) metal security gate to provide access to each array area.

Decommissioning Plan

The Facility will be decommissioned by completing the following major steps: Dismantlement, Demolition, Disposal or Recycle, and Site Stabilization, as further described below.

Dismantlement, Demolition, and Disposal or Recycle

A significant portion of the components that comprise the Facility will include recyclable or re-saleable components, including copper, aluminum, galvanized steel, and PV modules. Due to their re-sale monetary value, these components will be dismantled, disassembled, and recycled rather than being demolished and disposed of. All materials associated with the solar facility shall be removed from the site and legally disposed of or recycled.

Following coordination with the Electric Utility regarding timing and required procedures for disconnecting the Facility from the utility distribution network, all electrical connections to the system will be disconnected and all connections will be tested locally to confirm that no electric current is present before proceeding. The electrical connections to the PV modules will be severed at each module, and the modules will then be removed from their framework by cutting or dismantling the connections to the supports. Modules will be removed and sold to a purchaser or recycler. In the event of a total fracture of any modules, the interior materials are silicon-based and are not hazardous. Disposal of these materials at a landfill will be permissible.

The PV mounting system framework (tracking system) will be dismantled and recycled. The metal piles will be removed and recycled. All other associated structures will be demolished and removed from the site for recycling or disposal. This will include the site fence and gates, which will likely be reclaimed or recycled.

The driveway and all gravel areas will be removed. These areas will be restored to their original condition, which includes, ripping, resspreading topsoil, and seeding. Concrete slabs will be crushed and disposed of off-site or recycled (reused off-site). Underground cabling at a depth of five (5) feet or less will be removed and recycled or disposed of. Underground cabling installed at a depth greater than five (5) feet may be abandoned in place or removed. For the purposes of this estimate, removal of underground cabling is assumed.

Aboveground utility poles owned by Hoopeston Renewables, LLC will be completely removed and disposed of off-site in accordance with utility best practices. Any overhead wires will be removed from the Facility and will terminate at the utility-owned connections along State Route 9. Coordination with the Utility personnel will be conducted to facilitate removal of any utility-owned equipment, poles, and overhead wires located on the site.

A final site walk will be conducted to remove debris and/or trash generated during the decommissioning process and will include removal and proper disposal of any debris that may have been wind-blown to areas outside the immediate footprint of the facility being removed. Sanitary facilities will be provided on-site for the workers performing the decommissioning of the Facility.

Decommissioning Requirements

The following items shall be implemented during the decommissioning of the Facility:

- Within twelve (12) months from when deemed nonoperational, all solar collectors and components, aboveground improvements, outside storage, foundations, pads, and underground electrical wires will be removed. Although none is expected, any hazardous material will be removed and disposed of in accordance with federal and state law.
- If underground drainage tiles are damaged by Deconstruction, they shall be repaired in a manner that assures the tile line's proper operation.
- After the topsoil has been replaced, all areas that are not directly under photovoltaic panels that were traversed by vehicles and Deconstruction equipment shall be ripped at least 18 inches deep, and all pasture and woodland shall be ripped at least 12 inches deep to the extent practicable. The existence of tile lines or underground utilities may necessitate less depth.
- Following the completion of Deconstruction, the disturbed area shall be restored, as closely as practical, to its original pre-construction elevation.
- If the Deconstruction interrupts an operational (or soon to be operational) spray irrigation system, coordination with the Landowner shall occur to establish an acceptable amount of time the irrigation system may be out of service.
- Weed control shall be provided in a manner that prevents the spread of weeds onto agricultural land affected by Deconstruction. Spraying shall be done by a pesticide applicator that is appropriately licensed for doing such work in the State of Illinois.

Site Stabilization

The areas of the Facility that are disturbed during decommissioning will be re-graded to establish a uniform slope and stabilized via hydroseeding with an appropriate ground treatment, as needed.

Permitting Requirements

Given the size and location of the Facility, several approvals will be obtained prior to initiation of the decommissioning process. Table 1 provides a summary of the expected approvals if the decommissioning were to take place at the time of the preparation of this Decommissioning Plan. Noting that the decommissioning is expected to occur at a much later date, the permitting requirements listed in the table below will be reviewed at that time and updated based on then current local, state, and federal regulations.

Table 1. Current Permitting Requirements for Decommissioning

Permit	Agency	Threshold/Trigger
Building/Demolition Permit	City of Hoopeston (City)	A building permit must be obtained for any construction, alteration, repair, demolition, or change to the use or occupancy of a building or structure.
National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activity	Illinois Environmental Protection Agency (IEPA)	Ground disturbance of greater than one acre requires preparation of a Stormwater Pollution Prevention Plan, including erosion and sedimentation controls.
Agricultural Impact Mitigations Agreement (AIMA)	Illinois Department of Agriculture (IDOA)	Illinois requirement that an AIMA be entered into between owner of a solar facility on agricultural land and the IDOA.

The decommissioning process is estimated to take +/- 3 months and is intended to occur outside of the winter season.

Decommissioning Cost Estimate and Surety Proposal

Hoopeston Renewables, LLC agrees to the following Agricultural Impact Mitigation Agreement decommission requirements. The funds will provide the requisite capital for solar project decommissioning in the unlikely event that Hoopeston Renewables, LLC is unable to meet its contractual obligations for solar project removal and restoration.

Provision of Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

- On or before the first anniversary of the Commercial Operation Date, Hoopeston Renewables, LLC shall provide the City with Financial Assurance to cover ten (10) percent of the estimated cost to decommission the facility as determined in this Plan.
- On or before the sixth anniversary of the Commercial Operation Date, Hoopeston Renewables, LLC shall provide the City with Financial Assurance to cover fifty (50) percent of the estimated cost to decommission the facility as determined in this Plan.
- On or before the eleventh anniversary of the Commercial Operation Date, Hoopeston Renewables, LLC shall provide the City with Financial Assurance to cover one hundred (100) percent of the estimated cost to decommission the facility, as determined in the updated Plan provided during the tenth year of commercial operation.

August 15, 2025

Prior to the issuance of the Building Permit by the City of Hoopeston, Hoopeston Renewables, LLC is submitting the Estimated Decommissioning Expenses (see Table 2) that will be used to determine the amount of the Surety.

Once the decommissioning is complete, and after the City's inspection that the work has been done in accordance with the Decommissioning Plan, the portion of the surety not needed to remediate shall be returned to the applicant/lessee.

Table 2 Estimated Decommissioning Expenses – Hoopeston Renewables 4.95 MW(ac) Solar Array

Activity	Unit	Quantity	Cost per Unit	Gross Cost	Potential Salvage Revenue	Net Cost with Salvage	Description of Activity/Methods
Overhead and management rate (incl est permits)	Lump Sum	1	\$32,700	\$32,700		\$32,700	Ten percent (10%) of gross cost estimate. Includes mobilization and permitting.
Solar modules; disassembly and removal	Each	11,900	\$5.95	\$70,805	\$33,558	\$37,247	Modules are estimated at 63 lbs. Modules will be de-energized, removed and stacked on pallets by a 2-person team. A forklift operator will transfer stacked modules onto a truck for transport. Resale of modules would exceed salvage value for first 10 years of project; salvage is considered after year 10.
Tracking; disassembly and removal (including electrical disconnection)	Each	159	\$740	\$117,660	\$60,278	\$57,382	The one-in-portrait tracking systems are assumed to be approximately 286 feet in length, each supporting 75 modules. After module and electrical cables removal, a crew of 3 laborers and 3 forklift operators will dismantle, and load the steel by forklift to a truck for transport to a salvage facility.
Steel pile/trackers	Each	1,908	\$17.50	\$33,390	Included in tracker salvage revenue	\$33,390	Steel piles for trackers will be completely removed by an excavator and forklift with a crew of 2 laborers to help cut, stack and guide the process. The piles will be loaded to a truck for transport to a salvage facility.
String inverters	Each	22	\$420	\$9,240		\$9,240	String inverters will be deactivated and removed. The removal process assumes 2 laborers and 2 forklift operators to move and load the equipment for transport. Equipment may be sold for refurbishment and re-use. If not, they will be salvaged or disposed of at an approved solid waste management facility. Cost is net of salvage.

Activity	Unit	Quantity	Cost per Unit	Gross Cost	Potential Salvage Revenue	Net Cost with Salvage	Description of Activity/Methods
Transformers and concrete equipment pad	Lump Sum	1	\$13,982	\$13,982		\$13,982	The transformer will be deactivated, disassembled, and removed, along with the concrete equipment pad. The removal process assumes 2 laborers and 2 forklift operators to move and load the equipment for transport. Equipment may be sold for refurbishment and re-use. If not, they will be salvaged or disposed of at an approved solid waste management facility. The concrete pad will be crushed and removed from the site.
Remove buried cable	Linear Foot	13,630	\$1.20	\$16,356		\$16,356	Underground cable at a depth of less than 5 feet will be removed and salvaged. The process assumes 2 laborers and 1 equipment operator with cable pulling equipment and an excavator. Cost is net of salvage.
Access road excavation and removal	Lump Sum	1	\$18,850	\$18,850		\$18,850	Access roads, approximately 935 feet in length and 15 to 20 feet in width will be removed from the site. The roads will consist of an approximately 18-inch-deep aggregate layer. The aggregate will be removed, and disposed of. Equipment will include a bulldozer, front end loader, and dump truck.
Topsoil replacement and rehabilitation of site	Lump Sum	1	\$19,300	\$19,300		\$19,300	Access road areas will be graded, de-compacted, ripped to 18 inches, and backfilled with native sub- and topsoil, as needed. A crew of 2 laborers and 1 operator will seed the access road and other disturbed areas as needed.
Perimeter fence removal	Linear Foot	4,608	\$4.40	\$20,275		\$20,275	The perimeter fencing will be removed by a crew of 2 laborers and an excavator. A forklift operator will move the removed materials to a truck for transport to a salvage facility.
Generation tie-in electrical line (overhead)	Lump Sum	1	\$6,000	\$6,000		\$6,000	The tie-in transmission line will be approximately 150 feet in length. Unless retained for an alternate use, it will be removed by a crew of electricians, laborers, and equipment operators and loaded to a truck for transport to a salvage facility. Cost is net of salvage.

Activity	Unit	Quantity	Cost per Unit	Gross Cost	Potential Salvage Revenue	Net Cost with Salvage	Description of Activity/Methods
Switchgear removal	Lump Sum	1	\$1,575	\$1,575		\$1,575	The switchgear will be deactivated and removed. The removal process assumes 2 laborers and 2 forklift operators to move and load the equipment for transport. Equipment may be sold for refurbishment and re-use. If not, it will be salvaged or disposed of at an approved solid waste management facility. The concrete pad will be crushed and removed from the site. Cost is net of salvage.
Total Estimated Decommissioning Cost/(Revenue)				\$360,133	(\$93,836)	\$266,297	