

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

## LAND DEVELOPMENT APPLICATION

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

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

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

PLEASE PRINT OR TYPE IN BLUE OR BLACK INK

### PART I. APPLICANT INFORMATION

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

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

# Cortland Land Development Application

Date Filed:

11/3/23

PC Number:

PC 24-01

## PART II. PROPERTY INFORMATION

ADDRESS OF PROPERTY:

Barber Greene Rd  
904 Somonauk Rd, Cortland, IL 60112

PARCEL INDEX NUMBER(S):

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

LEGAL DESCRIPTION:

*A FULL LEGAL DESCRIPTION MUST BE ATTACHED TO THIS APPLICATION*

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

103.49

IF SUBDIVIDING, NUMBER OF LOTS BEING CREATED:

CURRENT ZONING:

AG

PROPOSED ZONING:

RECOMMENDED LAND USE:

Solar Farm AG

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

PROPOSED LAND USE:

Solar Farm

NAME OF PROPOSED DEVELOPMENT:

Aspasia Solar Project, LLC

The subject property is located in which FIRE PROTECTION DISTRICT?

Cortland Fire Protection District

The subject property is located in which SCHOOL DISTRICT?

CUSD #427 - Sycamore

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



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

[Signature]

Signature of Applicant

Date

1/29/24

State of Illinois Minnesota

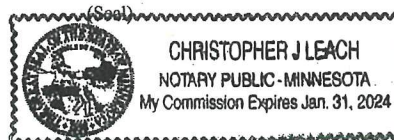
County of DeKalb Hennepin

Signed before me on Jan 29, 2024 by Cindy Larson O'Neil

*Applicant*

[Signature]

Signature of Notary Public



**LNL 4 EVER, LLC**

Attn.: Tad Simpson

Email: [rebeccaandtad\\_simpson@yahoo.com](mailto:rebeccaandtad_simpson@yahoo.com)

**Brandy Williams**

Engineer and Zoning Administrator

59 S Somonauk Rd, PO Box 519

Cortland, IL 60112-0519

**Re: Aspasia Solar Project, LLC**

Dear Ms. Williams,

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

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

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

Sincerely,

**LNL 4 EVER, LLC**

By:

  
Tad Simpson  
Authorized Person

State of Illinois

County of Gasconade

On this 19th day of October, 2023 before me, Jennifer Harcar (notary), personally appeared the above-named Tad Simpson, who acknowledged the foregoing instrument to be his free act and deed.

Witness my hand and official seal.

Jennifer L. Harcar  
Notary Public

My commission expires 1-14-2024







# Aspasia Solar Project, LLC Commercial Solar Energy Facility

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



## Introduction

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

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

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

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

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

Sincerely,

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



## Project Overview

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

## Key Features

### A. Location

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

The anticipated power output of the project is approximately 8 million kilo-watt hours (kWh) annually, enough to power approximately 1,100 single-family homes.<sup>1</sup> Aspasia Solar, LLC will create additional local jobs during construction<sup>2</sup> and significantly increased property tax revenue over the lifetime of the project. Cultivate Power is a proud partner of each community that we work with, and we look forward to a continued relationship with the Town of Cortland.

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

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

---

<sup>1</sup> <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>

<sup>2</sup> <https://www.seia.org/research-resources/national-solar-jobs-census-2020>



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

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

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

#### B. Consistency with 2023 Cortland Comprehensive Land Use Plan

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

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

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

---

<sup>3</sup> Cortland 2023 Comprehensive Land Use Plan (“CLUP”).

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



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

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

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

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

#### C. Tax Benefits to the Community

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

##### SOLAR FARMS – PROPERTY TAX BENEFITS (Year 1)<sup>7</sup>

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

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

<sup>6</sup> CLUP, p. 30.

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



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

#### D. Solar Technology

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

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

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

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



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

#### E. Glare

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

#### F. Sound

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

#### G. Environmental Impact

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

#### H. Safety

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

---

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



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

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

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

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





# Illinois Department of Natural Resources

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

JB Pritzker, Governor

Natalie Phelps Finnie, Director

October 20, 2023

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

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

Dear Applicant:

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

However, the Department recommends the following:

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

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

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



# Illinois Department of Natural Resources

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

JB Pritzker, Governor

Natalie Phelps Finnie, Director

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

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

Please contact me if you have questions regarding this review.

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









# Decommissioning

## A. Commitments and Code Adherence

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

## B. Decommissioning Conditions

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

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

## C. Decommissioning Steps

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

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



## D. Financial Assurance

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

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

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

## E. Plan Changes

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

## ***5 MWac Illinois Community Solar Project DECOMMISSIONING PLAN October 2023***

### **Purpose**

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

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

### **Anticipated Service Life of the Project**

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

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

### **Decommissioning Risk Over the Lifecycle of a Project**

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

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

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

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

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

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

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



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

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

**Notes:**

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



Not secure [gis.dekalcounty.org/ltas/Compass\\_Results.asp?ID=0917200023](https://gis.dekalcounty.org/ltas/Compass_Results.asp?ID=0917200023)

# COMPASS

Community Online Map Property And Search Site

New! [GIS Map Property Map](#)

Property Overview

Tax Information

Assessment Details

Sales

Zoning

Viewing

## Address and Owner

**Site Address**  
 CORTLAND RD CORTLAND  
**Mailing Address (On Most Recent Tax Bill)**  
 LNL 4 EVER LLC  
 2275 N 3409TH RD OTTAWA IL  
**Current Owner**  
 LNL 4 EVER LLC  
**Parcel Number**  
 0917200023

## Property Description Questions

**Acreage**  
 66.53  
**Lot Dimensions**  
  
**Brief Property Description**  
 PTE N OF SEC 17 - T45N R3E

## Land Use Information

**Land Use Description**  
  
**Property Class Description**  
 0921 Farmland

The map displays several land parcels with the following details:

- Parcel 0917200023:** LNL 4 EVER LLC, 2275 N 3409TH RD OTTAWA IL. Address: CORTLAND RD CORTLAND.
- Parcel 0917200020:** CORTLAND BARBER, GRILINE RD LITE, BARBER GRILINE RD, SYCAMORE, IL 60178.
- Parcel 0917200021:** LNL 4 EVER LLC, BORDENHAR RD, CORTLAND, IL 60112.
- Parcel 0917200009:** CASTLE BANK 40A.
- Parcel 0917200012:** LNL 4 EVER LLC, BORDENHAR RD, CORTLAND, IL 60112.

The map also shows a search bar with the text "0917200023" and a magnifying glass icon. The Esri logo is visible in the bottom right corner.

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

April - Spring 2019

**Notice**

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

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

← → Not secure gis.dekalbcounty.org/qtax/Compass\_Results.asp?ID=0917400012

**COMPASS**  
Community Online Map, Property And Search Site

New! [GIS Map Property Map](#)

Home

Search

Print

Exit

Help

Property Overview

Tax Information

Assessment Details

Sales

Zoning

Voting

**Address and Owner**

Site Address

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

Current Owner  
LNL 4 EVER LLC

Parcel Number  
0917400012

**Property Description Questions**

Acres  
36.94

Lot Dimensions

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

**Land Use Information**

Land Use Description

Property Class Description  
0021 Farmland

0917400012

0917200022  
LNL 4 EVER LLC  
SOMONAHK RD  
CORTLAND, IL 60112

0917400011  
LNL 4 EVER LLC

0917400008  
VLAN SAAR  
SOMONAHK RD  
LAND, IL 60112

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

Powered by **esri**

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

**STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT**

between  
**Aspasia Solar, LLC**

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

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

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

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

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

**Conditions of the AIMA**

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

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

Aspasia Solar, LLC

Standard Solar Agricultural Impact Mitigation Agreement

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

### **Definitions**

**Abandonment**

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

Aspasia Solar, LLC  
Standard Solar Agricultural Impact Mitigation Agreement

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

Aspasia Solar, LLC  
Standard Solar Agricultural Impact Mitigation Agreement

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

Aspasia Solar, LLC  
Standard Solar Agricultural Impact Mitigation Agreement

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

### **Construction and Deconstruction Standards and Policies**

#### **1. Support Structures**

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

#### **2. Aboveground Facilities**

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

#### **3. Guy Wires and Anchors**

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

#### **4. Underground Cabling Depth**

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

Aspasia Solar, LLC  
Standard Solar Agricultural Impact Mitigation Agreement

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
- B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
  1. Within the fenced perimeter of the Facility; or
  2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
- C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

**5. Topsoil Removal and Replacement**

- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
- B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
- C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
- D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
- E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
- F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
- G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

**6. Rerouting and Permanent Repair of Agricultural Drainage Tiles**

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

- A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.



Standard Solar Agricultural Impact Mitigation Agreement

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

**C. Maintaining Surrounding Area Subsurface Drainage**

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

**D. Re-establishing Subsurface Drainage Within Facility Footprint**

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

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

## **7. Rock Removal**

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

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

## **8. Repair of Compaction and Rutting**

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

## **9. Construction During Wet Weather**

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

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

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

**10. Prevention of Soil Erosion**

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

**11. Repair of Damaged Soil Conservation Practices**

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

**12. Compensation for Damages to Private Property**

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

**13. Clearing of Trees and Brush**

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

**14. Access Roads**

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

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

**15. Weed/Vegetation Control**

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

**16. Indemnification of Landowners**

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

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

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

Aspasia Solar, LLC  
Standard Solar Agricultural Impact Mitigation Agreement

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

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

Aspasia Solar, LLC  
Standard Solar Agricultural Impact Mitigation Agreement

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

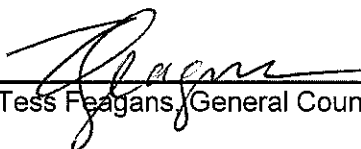
**Concurrence of the Parties to this AIMA**

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

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

**STATE OF ILLINOIS  
DEPARTMENT OF AGRICULTURE**


  
By: Jerry Costello II, Director 6

  
By Tess Feagans, General Counsel

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

August 24, 2023

**Aspasia Solar, LLC**

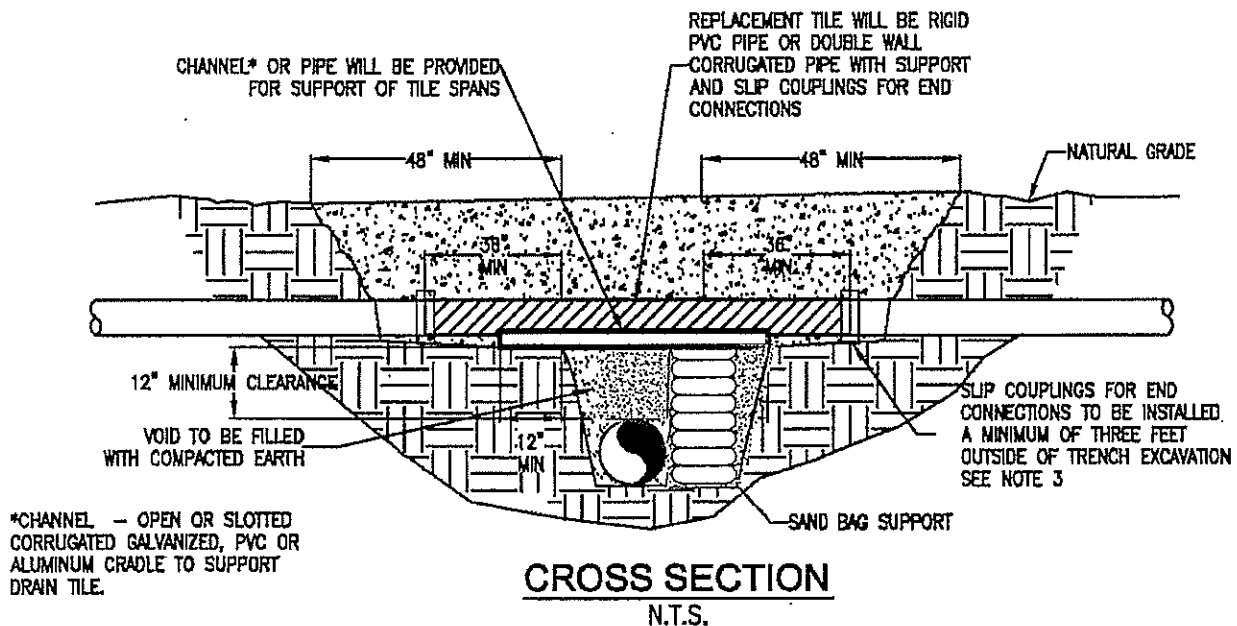
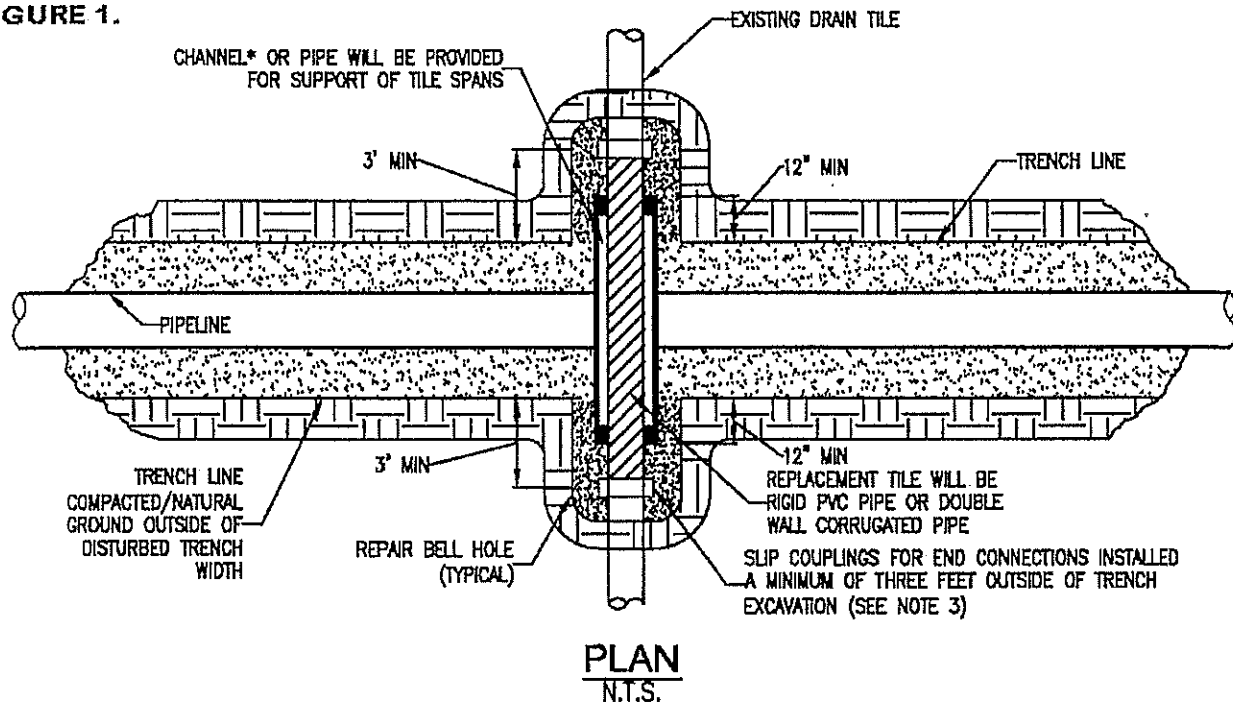
DocuSigned by:  
  
F05D2E38C8ED4E5  
By Nico Galletout, Authorized Person

30 W Hubbard, Suite 400  
Chicago, IL 60654

Address

August 07, 2023

**FIGURE 1.**

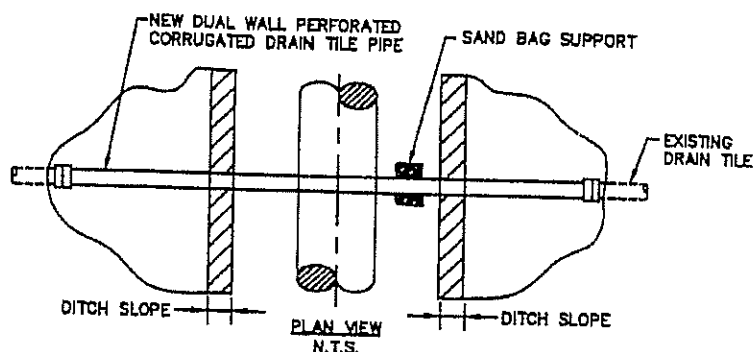


**NOTE:**

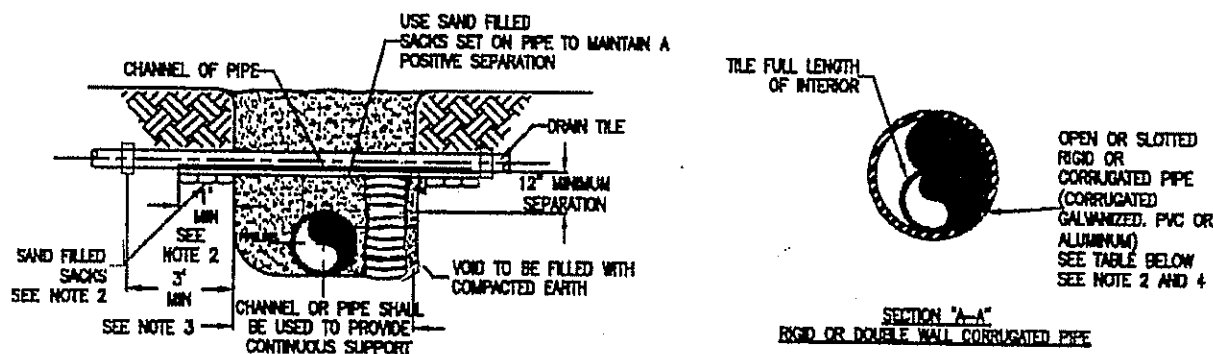
1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR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

## TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



## PLAN VIEW



## END VIEWS

MINIMUM SUPPORT TABLE				
TILE SIZE	CHANNEL SIZE		PIPE SIZE	
3"	4"	@ 5.4 #/ft	4"	STD. WT.
4"-5"	5"	@ 8.7 #/ft	8"	STD. WT.
8"-9"	7"	@ 9.8 #/ft	9"-10"	STD. WT.
10"	10"	@ 15.3 #/ft	12"	STD. WT.

### NOTE:

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

## PERMANENT DRAIN TILE REPAIR



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

**AIMA AMENDMENT # 1**

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

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

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

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

ENTITY Aspasia Solar Project, LLC

Signature   
Name (Print) Nico Galletout

Title Authorized Person

Date 11/09/23

Address 30 W Hubbard St., Suite 400  
Chicago, IL 60654

**STATE OF ILLINOIS**  
**DEPARTMENT OF AGRICULTURE**

By   
Jerry Costello II, Director 4

By   
Clay Nordsiek, Deputy General Counsel

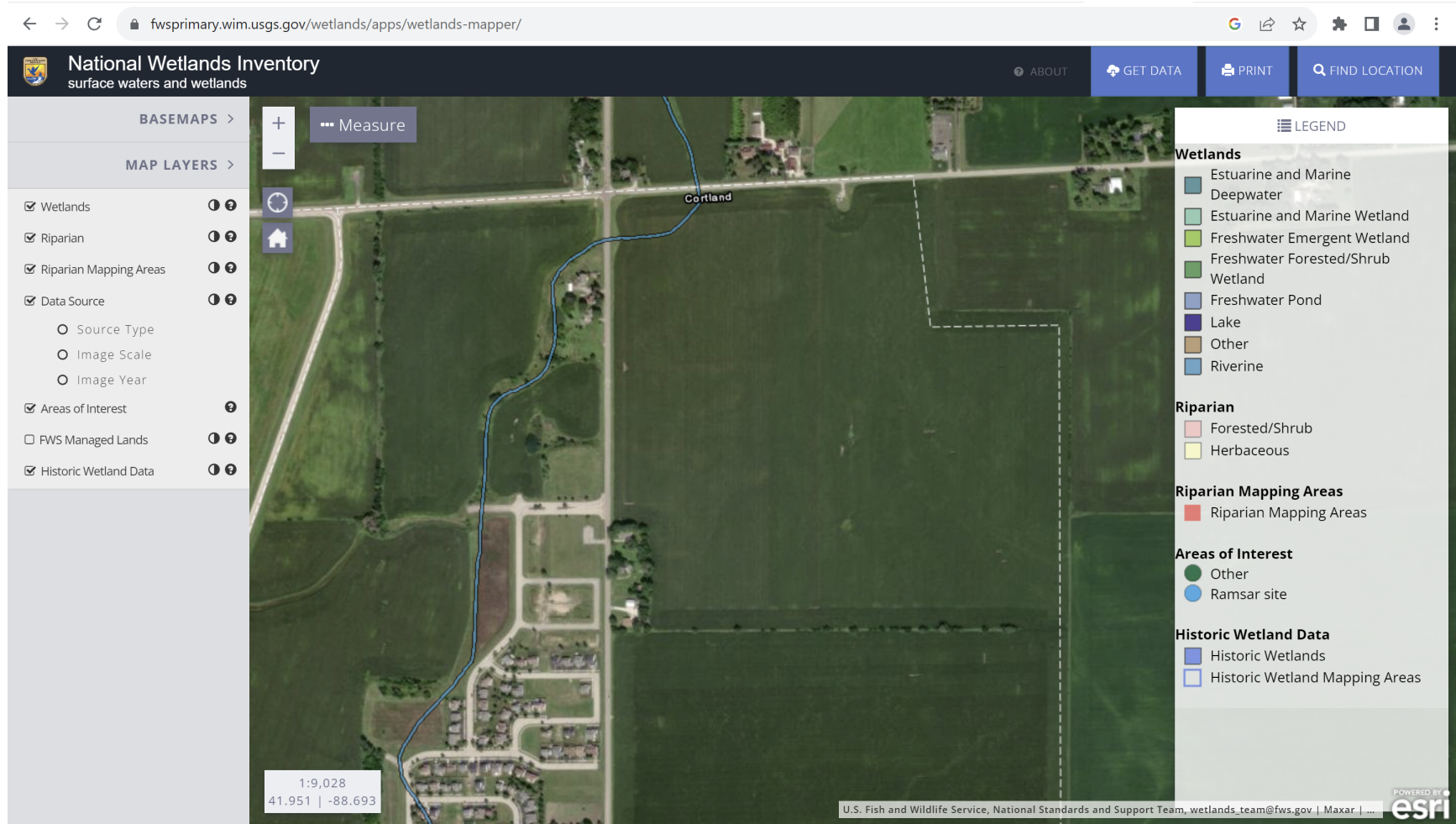
Date 11/17/23

P.O. Box 19281  
Springfield, IL 62794-9281

Aspasia Solar Project, LLC

National Wetlands Inventory. No wetlands in project area.

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



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

---

Good morning, Cindy,

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

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

---

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

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

Hi Mr. Schwartz,

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

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

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

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

through the Special Use permit process.

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

Thank you for your time-  
Cindy



**Cindy Larson O'Neil**

(c) 952.486.1538

[cindy@cultivate-power.com](mailto:cindy@cultivate-power.com)

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

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

**Recitals:**

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

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

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

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

**Article 1. Scope and Limitations of Agreement**

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

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

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

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

## 1.9 Reactive Power

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

## 1.10 Standards of Operations

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

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

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

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

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

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



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

2.2 Commercial Operation

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

2.3 Right of Access

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

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

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

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

3.3 Termination

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

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

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

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

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

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

### 3.4 Temporary Disconnection

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

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

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

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

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

#### **Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

##### **4.1 Interconnection Facilities**

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

##### **4.2 Distribution Upgrades**

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

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

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

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

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

### **6.1 Assignment**

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

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

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

### **6.2 Limitation on Damages**

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

### **6.3 Indemnity**

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

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

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

## 6.5 Default

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

**Article 7. Insurance**

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

**Article 8. Dispute Resolution**

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



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

## **Article 9. Miscellaneous**

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

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

9.5 Entire Agreement

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

9.6 Multiple Counterparts

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

9.7 No Partnership

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

9.8 Severability

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

9.9 Environmental Releases

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

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

9.10 Subcontractors

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

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

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

**Article 10. Notices****10.1 General**

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

**If to Interconnection Customer:**

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

**If to EDC:**

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

**Alternative Forms of Notice**

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

**10.2 Billing and Payment**

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

**If to Interconnection Customer**

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

**If to EDC:**

EDC: Commonwealth Edison

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace State: IL Zip: 60181

Phone                      Fax                  E-Mail                     

### 10.3 Designated Operating Representative

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

**Interconnection Customer's Operating Representative:** Aspasia Solar Project, LLC

Attention:	Nico Galletout			
Address:	30 W Hubbard St, Suite 400			
City:	Chicago	State:	IL	Zip: 60654
Phone:	312-971-8883	Fax:		Email: il@cultivate-
Phone		Fax		E-Mail power.com

**EDC's Operating Representative:**

**Representative:** Commonwealth Edison Company

Attention: Customer Operations

Address: ComEd - 2 Lincoln Center – Call Center

City: Oakbrook State: IL Zip: 60181

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

## 10.4 Changes to the Notice Information

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

Project Number: 23-01940

5000kW

**Article 11. Signatures**

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

Project Name: Aspasia Solar, LLC

**For the Interconnection Customer:**

DocuSigned by:  
  
1D9BDB5C9F33410...  
Name: Noah Hyte

Title: Authorized Person

Date: 09/12/2023

**For EDC:**

Name: Ilyas Mohiuddin

Title: Principal Contract Specialist

Date: 10/16/2023

## Attachment 1

### Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## Attachment 2

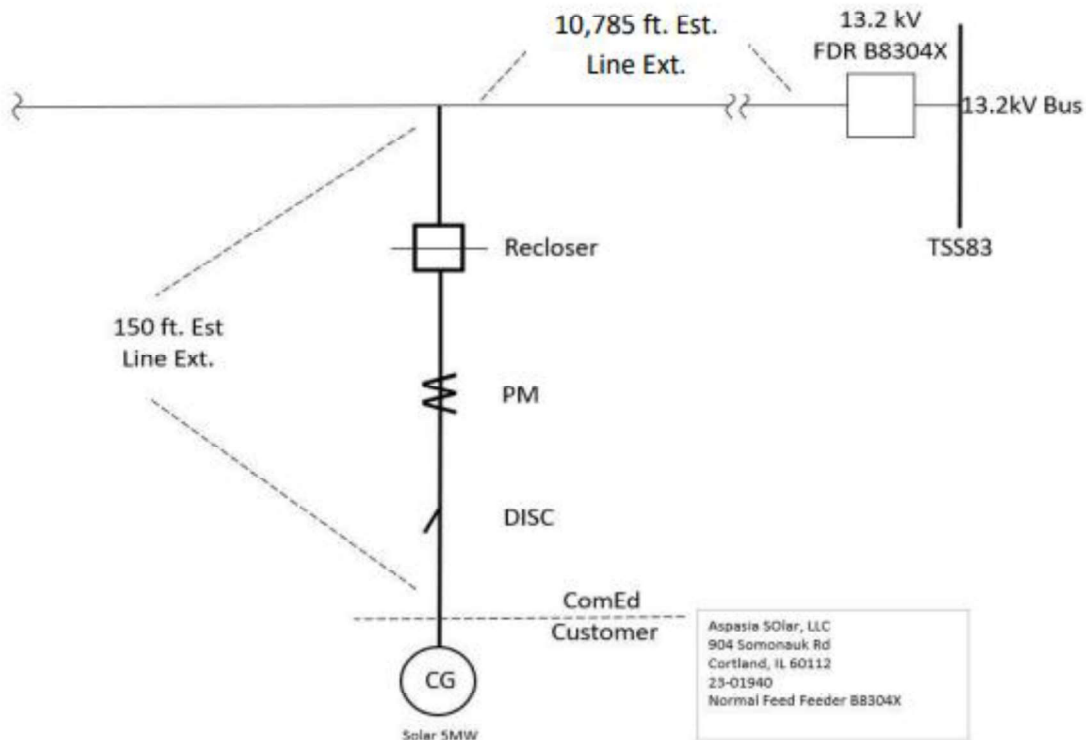
### Construction Schedule, Proposed Equipment & Settings

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

1. The construction schedule for the DER facility.

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

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



### Attachment 3

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

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

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

##### **B8304X Tie-In:**

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

##### **TSS83 Modifications:**

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

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

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

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

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

#### **Schedule for EDC Work:**

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

#### **Schedule for Customer Work per Attachment 2, Step 1:**

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

6. Contingency Projects – Any contingencies noted: No

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

## Attachment 4

### Operating Requirements for Distributed Energy Resources Facilities Operating in Parallel

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

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

Any additional operational practices listed below:

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

## **Attachment 5**

### **Monitoring and Control Requirements**

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

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

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

<http://standards.ieee.org>



## **Attachment 6**

### **Metering Requirements**

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

1. The metering requirements for the energy resources facility.  
  
The specific metering requirements and equipment will be specified as part of the Detailed Engineering.
2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

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

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

## **Attachment 7**

### **As Built Documents**

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

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

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

## **Attachment 8 Other Provisions**

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

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

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

#### 1.4.2 Tax Indemnity

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

#### 1.4.3 Income Tax Gross-Up

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

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

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

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

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

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

Dear Tad Simpson,

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

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

**1. Key Terms.**

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

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

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

## **B. Conditions**

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

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

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

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

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

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

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

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

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



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

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

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

**LANDLORD:**

**Agreed and Accepted:**

By:

Print Name:

Date:

By:

Print Name:

Date:

**TENANT:**

**Agreed and Accepted:**

**CULTIVATE POWER, LLC**

By:

Print Name:

Title:

Date:

*Nico Galletout*

Nicolas Galletout

Authorized Person

2/14/23

Exhibit A

Proposed Lease Area

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

