MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, February 8, 2018

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: Monday, February 12, 2018 at 7:00 p.m.

AGENDA

- I. PLEDGE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES
- IV. RECOGNITION OF AUDIENCE
- V. REPORTS OF VILLAGE COMMISSIONS
- 1. BEAUTIFICATION COMMISSION Harold Cowger
- 2. FOURTH OF JULY COMMISSION Marcy Meyer/Greg Szymanski
- a. CONSIDER THE APPOINTMENT OF BRAD JOHNSON OF BEECHER TO THE FOURTH OF JULY COMMISSION REPLACING RAY SMITH (BINGO STAND COMMITTEE)
- b. CONSIDER A MOTION AUTHORIZING THE LETTING OF BIDS FOR FOURTH OF JULY RAFFLE CAR. Bid specs and a bid schedule are enclosed.

- 3. YOUTH COMMISSION Stacy Mazurek
- 4. RIBBON OF HOPE COMMISSION Frank Basile
- 5. HISTORIC PRESERVATION COMMISSION Scott Wehling

VI. CONSIDER A MOTION APPROVING THE TREASURER'S REPORT AND THE REPORT OF FINANCIAL ACTIVITY IN THE PRIOR MONTH. - Frank Basile

VII. VARIANCE REPORTS FOR THE PRECEDING MONTH are enclosed for your review - Frank Basile.

VIII. APPROVAL OF BILLS FOR THE PRIOR MONTH - Frank Basile

IX. (Trustee Mazurek) CONSIDER A LETTER OF NO OBJECTION TO WILL COUNTY FOR A SPECIAL USE PERMIT FOR A SOLAR FARM LOCATED WITHIN 1.5 MILES OF THE VILLAGE LIMITS (PLANNING JURISDICTION): BORREGO SOLAR SYSTEMS, 17 ACRES ON BOTH SIDES OF INDIANA AVENUE BETWEEN COTTAGE GROVE AND STONEY ISLAND AVENUE. The petitioners will make a presentation on the proposed solar farm and explain all of the enclosed documents. The petition appears to satisfy all of the requirement of our new ordinance even though this will be an unincorporated facility. The Village has right to object to the project if it chooses to do so since the special use permit request to the County is within 1.5 miles of the Village limits. It is not contiguous, however. An objection triggers a 3/4 vote of the County Board to approve instead of a simple majority. After hearing the presentation and deliberation, the PZC voted unanimously to recommend a letter of no objection, a draft of such letter is enclsoed.

X. (Trustee Basile) CONSIDER A MOTION AUTHORIZING A SPECIAL VILLAGE BOARD MEETING TO BE HELD AT 6PM ON MONDAY, MARCH 5TH FOR THE PURPOSES OF REVIEWING THE PROPOSED VILLAGE BUDGET. The Finance Committee has decided to request a special Village Board meeting to held a workshop on the proposed budget. This will allow the entire Village Board to go through the budget line by line with the Finance Committee in an effort to ensure that all funds are balanced and in good order going into the next fiscal year. The March 26th regular Village Board meeting will then be used as a brief Village budget update on the impacts of changes made to the budget by the Village Board and the hearing will still be held on April 24th.

XI. (Trustee Basile) CONSIDER A RESOLUTION ADOPTING A FIVE YEAR FINANCIAL PLAN FOR THE VILLAGE OF BEECHER, 2018-2022. We do not have to approve this resolution tonight but can have a discussion on the plan. The Finance Committee did meet to review the plan and is comfortable with it. We are scheduled to vote on the plan at the February 26th meeting but wanted to place it on the agenda to answer any questions or concerns regarding the document.

XII. (Trustee Kypuros) CONSIDER AN ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN IN AN AMOUNT NOT TO EXCEED \$30,925 FOR DESIGN AND BIDDING AND \$33,100 FOR CONSTRUCTION OBSERVATION FOR THE REPLACEMENT OF THE DUNBAR STREET WATERMAIN. A revised engineering estimate of construction cost based on the unit prices for the Penfield project came in at \$394,800. This cost, combined with the engineering fees, brings the total project cost to \$458,825. This is below the amount of cash available on May 1, 2018 so this project is now feasible. After discussing this engineering proposal with staff and the Village Engineer, the Chairman is prepared to have a discussion with the Village Board on how to proceed.

XIII. (President Szymanski) CONSIDER A MOTION OF AN AWARD OF BID TO HERITAGE FS IN THE AMOUNT OF \$0.10 OVER LOW RACK OPIS FOR UNLEADED AND DIESEL FUEL FOR THE PERIOD 3/1/18 TO 2/28/19. The fuel committee solicited 16 vendors for bids and only received one bid; Hertiage FS. Heritage bid the fuel both on variable pricing and flat pricing but recommended the variable pricing since the price of fuel is higher than normal for Winter and it is not a good time to lock in prices. The variable bid on 2/2/18, the date the bid was opened would be \$2.194 per gallon to the local governments for unleaded and \$2.554 per gallon for diesel. Beecher Casey's on that same day was selling unleaded for \$2.549 and diesel for \$2.899. The committee recommended awarding the bid to Heritage FS on variable pricing for the coming year.

XIV. (President Szymanski) CONSIDER A MOTION AUTHORIZING THE INTERGOVERNMENTAL FUEL COMMITTEE TO LOCK IN PRICING FOR THE REMAINDER OF THE FUEL TERM WITH HERITAGE FS AT ANY AMOUNT BELOW THE LOW BID FOR FLAT PRICING. Heritage was willing to provide flat pricing for fuel at a later time during the contract term if the pricing becomes advantageous since they make \$0.10 per gallon regardless of the way we choose to buy fuel. Heritage wants to work with the committee to reduce fuel costs. The committee is asking for approval to lock in pricing if the opportunity arises but only if that pricing is below the flat price low bid that was received. There is a 50/50 chance this could happen. Please seee the enclosed material.

XV. (President Szymanski) CONTINUED DISCUSSION ON STRATEGIC PLAN RESOLUTION. A draft of this resolution is enclosed and it can be discussed further at the meeting. This plan is the result of our discussion over four separate evenings and it is very possible that the wording of some of these statements is not correct or what you believe we agreed upon. Please review and prepare to ask questions or make comments. This is your plan. We will consider a vote on the plan at the February 26th meeting.

XVI. (President Szymanski) REQUEST FOR EXECUTIVE SESSION TO DISCUSS TERMS AND CONDITIONS FOR THE HIRING A CHIEF OF POLICE.

XVII. OLD BUSINESS

XVIII. NEW BUSINESS XVIX. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER HELD AT THE BEECHER VILLAGE HALL, 625 DIXIE HIGHWAY, BEECHER, ILLINOIS JANUARY 22, 2018 -- 7:00 P.M.

All present joined in the Pledge to the Flag.

President Szymanski called the meeting to order.

ROLL CALL

PRESENT: President Szymanski and Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

ABSENT: None.

STAFF PRESENT: Clerk Janett Conner, Administrator Robert Barber, Superintendent of Public Works Bud Cowger and Acting Chief Rick Emerson.

GUESTS: Denis Tatgenhorst and the families of Roger Sipple, Aaron Dacorte, Jamie Hawkins and Jeff Young were present for the service awards and promotions. George Schuitema was present for the entire meeting.

President Szymanski asked for consideration of the minutes of the January 8, 2018 Board meeting. Trustee Meyer made a motion to approve the minutes as written. Trustee Basile seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

CLERK'S REPORT

A report on income received since the last meeting was provided.

RECOGNITION OF AUDIENCE

Representatives from the Beecher Fire Protection District were presented with certificates of appreciation for their support of the 2017 Heroes and Helpers Program.

The following Beecher Police officers were recognized for their service to the Village:

- Officer Jeff Young was pinned for 25 years of service to the department.
- Officer Jamie Hawkins was pinned for 10 years of service to the department.
- Officer Jamie Hawkins was provided a purple heart for an injury in 2014.
- Officers Sipple and Dacorte were recognized for their promotions to Corporals.

There was a five-minute recess for photos and congratulations to the officers and their families.

A. FINANCE AND ADMINISTRATION COMMITTEE

The Board was reminded to review the five-year financial plan. The Board is expected to vote on the Resolution adopting this plan at the February 26th meeting.

A draft of the strategic plan resolution was provided in the packet for review. At the February 12th meeting the Board will go through the plan and make any changes, and then vote on the plan at the February 26th meeting. The mission statement will also be discussed.

The budget process has begun. On March 5th, the Finance Committee will first review the budget then the entire Village Board will meet to review the budget. The hearing for the budget is scheduled for April 23rd.

Trustee Basile made a motion authorizing a public hearing on the proposed budget for Monday, April 23, 2018 at 7:00 p.m. Trustee Meyer seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

Trustee Wehling provided a Firemen's Park playground update. He provided a copy of a drawing for the playground. He will meet with Trustee Kraus to discuss the playground and then schedule a meeting with other taxing bodies.

Superintendent Cowger provided an ice rink update. The rink has been closed since the weekend because of the warmer weather. Public Works will determine re-opening the rink, dependent on the weather. After some questions were raised by residents, it was explained that the lights get turned on before Public Works goes home at the end of the work day, and turned off by the Police Department at the end of the night. The Public Works duty man turns them on in the morning on weekends, and they are turned off by the Police Department at the end of the night. It is more cost effective to run the lights a few extra hours than to pay a Public Works employee overtime to come in and turn them on.

It was reported that one of staff's winter projects was to complete an inventory of Village-owned property. The Village owns 35 separate parcels throughout town, all of which have to be annually reviewed for tax exempt status.

The Village received a \$10,000 grant from CSX Railroad and a \$5,000 grant from Illinois Public Risk Fund (IPRF) to install a generator at the Police station. Project is scheduled for completion in the spring.

C. PLANNING, BUILDING AND ZONING COMMITTEE

The Building Department monthly and annual reports were provided in the packet for review. 138 building permits were issued including six permits for new homes.

A Planning and Zoning Commission (PZC) meeting is scheduled for Thursday, January 25th. Petitioner will be present for a discussion of an 18-acre solar farm one mile east of the Village limits on Indiana Avenue, since a letter of no objection is required for Will County consideration. The PZC will also continue its review of the trailer and RV ordinance.

A CMAP LTA grant update was provided. We have received the draft RFP for the \$130,000 grant project but do not expect to begin actual planning until this summer.

D. PUBLIC SAFETY COMMITTEE

The Police Department, Code Enforcement and EMA monthly reports were provided for review.

The animal control annual report was provided in the packet for review. The 2017 program cost the Village \$1,810.

E. PUBLIC WORKS COMMITTEE

The Water and Sewer Department monthly reports were included in the packet for review.

The water billing register for the months of November and December were provided in the packet for review. Trustee Kypuros reported that the billed to pumped ratio is now close to 72% and a long-time water leak was recently found and repaired on Linden Circle.

A Chestnut Street light update was provided. Lights have been installed and ComEd should be hooking up the power this week.

Trustee Kypuros provided an update on the wastewater treatment plant project. The project is back on schedule and is planned to proceed around March 15th.

Superintendent Cowger provided a valve turning report. He is still waiting for the physical report. The valves will be mapped and put into the system.

The Village was notified by Illinois Department of Transportation (IDOT) that they plan to make improvements to the intersection of Pasadena and Dixie sometime in the summer or fall of 2018. The intersection doesn't meet ADA standard and ramps will be installed and curb corners widened.

Trustee Kypuros reported that the Village has received an engineer estimate for the proposed watermain replacement project on Dunbar from Hodges to Indiana. The estimate came in high at \$475,000 for construction and \$74,100 for design and management. The Committee will work with the engineer to come up with a more reasonable estimate of costs. There appears to be fewer conflicts with other utilities and less restoration than the Maxwell Street project in the past so it isn't clear why the estimate came in so high.

F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

Trustee Meyer provided a TIF district update. The Village President has talked informally with all of the taxing bodies regarding the Village Board's proposal. The Village President met with one of the largest property owners in the proposed district but outside the Village to discuss annexation before any TIF designation on the property. The Village also received a proposal from Teska for \$18,000-\$20,000 to get the TIF district approved by the State and up and running with a TIF Board. This will be in the proposed budget for the next fiscal year. A TIF educational presentation is scheduled with the Intergovernmental group meeting on January 29th at the Washington Township Center.

Trustee Meyer provided a Facebook page update. The page has been up and running for more than 30 days and is going well.

G. VILLAGE PRESIDENT'S REPORT

President Szymanski reminded the Board that there is an Intergovernmental meeting on January 29th at 7:00 p.m. at the Washington Township Center.

President Szymanski requested an Executive Session be held to discuss Police Chief candidates.

A recess was held until the Board was ready to begin the executive session.

Trustee Kypuros made a motion to adjourn into Executive Session to discuss Police Chief selection at 7:53 p.m. Trustee Meyer seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion to return from Executive Session at 10:06 p.m. Trustee Basile seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

There being no further business, President Szymanski asked for a motion to adjourn. Trustee Kypuros made a motion to adjourn the meeting. Trustee Meyer seconded the motion.

AYES: (6) Trustees Basile, Meyer, Kraus, Mazurek, Kypuros and Wehling.

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 10:06 p.m.

Respectfully submitted by:

Janett Conner, Village Clerk

Village of Beecher -- Minutes of 1-22-18 Board Meeting

MINUTES OF A SPECIAL MEETING OF THE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER HELD AT THE WASHINGTON TOWNSHIP CENTER, 30200 TOWN CENTER DRIVE, BEECHER, ILLINOIS JANUARY 29, 2018 -- 7:00 P.M.

JOINT TAXING BODY MEETING

All present joined in the Pledge to the Flag.

The meeting was called to order.

ROLL CALL:

VILLAGE BOARD:

PRESENT: President Szymanski and Trustees Mazurek, Kraus, Wehling, Kypuros, Basile and Meyer.

ABSENT: None.

PLANNING AND ZONING COMMISSION: (PZC)

PRESENT: Commissioners Bouchard, Carson, Heim, Serviss, Tatgenhorst, Hearn and Schuitema.

ABSENT: None.

Other taxing bodies called roll.

STAFF PRESENT: Administrator Robert Barber and Pete Iosue of Teska Associates.

A Joint Taxing Body meeting was held to share information relating to each taxing body. The Village, Will County, School District, Fire District, Library Board, Washington Township and Community Hall Building Board were represented.

A presentation and discussion were held regarding TIF Districts. No action was taken.

Trustee Meyer made a motion to adjourn the meeting. Trustee Basile seconded the motion.

AYES: (6) Trustees Mazurek, Kraus, Wehling, Kypuros, Basile and Meyer.

NAYS: (0) None.

Motion Carried.

Meeting adjourned at 8:18 p.m.

Respectfully submitted by:

Robert O. Barber, Village Administrator

NOTICE OF BID LETTING

The Beecher Fourth of July Commission is accepting sealed bids for the purchase of a vehicle to be raffled as a fund-raising venture of the Commission. The vehicle shall meet the following specifications:

2018 new 2-door coupe with sport package, <u>black</u>, <u>red or dark blue exterior with chrome or brushed aluminum rims</u>, minimum car length of 186", and shall include all manufacturer's standard equipment including but not limited to all power, AM/FM/CD player, A/C, auto transmission, bucket seats, tilt, cruise control, F.O.B. Beecher. Options may also be provided as alternates to the bid.

All base bid prices shall be at or below \$30,000 and shall include the MSRP on the bid for comparison purposes, a copy of the window sticker, and a colored photo of bid car. Bid prices shall exclude taxes, license and registration fees, but should reflect any incentives being offered. Sealed bids will be accepted until 5:00 p.m. on Wednesday, April 11, 2018 at the Beecher Village Hall, 625 Dixie Highway, P.O. Box 1154 Beecher, Illinois and prices quoted must be good until May 4, 2018. Delivery must be by May 4, 2018. The Beecher Village Board will consider the bids at its April 23, 2018 meeting.

Further, the Commission and the Village Board may reject the lowest responsible and responsive bid for the same make and model vehicle that was purchased in the prior two years by the Commission and Village, and award to the next lowest responsible and responsive bidder.

Further, the Commission and the Village reserve the right to reject any and all bids. Any questions should be directed to Robert Barber at the Village Hall (708) 946-2261.

Janett Conner Village Clerk

Publish in The Vedette (Beecher) week of March 12th, 2018.

RAFFLE CAR SCHEDULE

1/31/18- Fourth of July Commission meets at 6:30 to approve bid specs.

Week of 3/12/18 - post bid notice in paper, on website, post at Village Hall

4/11/18- (Wednesday) bid solicitation ends at 5:00 p.m. Car Raffle Committee meets at 5:00 p.m. to open and review the bids and make a recommendation.

4/19/18 - (Thursday) Fourth of July Commission meets at 6:30 p.m. to recommend approval of a bid

4/23/18 - (Monday) Village Board considers and awards a bid, authorizes Commission Treasurer to cut the check.

BY 5/4/18 - take delivery of new vehicle

BEELHEL FOURTH OF SVLY (2018)

2018 Festival Dates and Times:

Thursday, June 28th and Friday, June 29th - 5 pm to dusk - set up days

Saturday, June 30th, 3 pm to midnight

- kiddie and pet parade kick-off from Zion at 2:45 pm. Line-up at 2:30 pm
- → \$20 wrist bands from 3-7 pm and from 7-11 pm
 - Prairie 4-H 3-6 pm
 - bingo and festival market 3-10 pm
 - June's Got The Cash on main stage, 3-5 pm
 - Hat Guys on main stage, 7:00pm 11 pm
 - early bird car drawing at 11 pm

Sunday, July 1st, 3 pm to 11:30 p.m.

- *****→- \$20 wrist bands 3-7 pm and 7-11 pm
 - bingo and festival market 3-10 pm
 - Prairie 4-H Farm Expo 3 pm to 6 pm
 - Chamber of Commerce Pork Chop Dinner 4-7 pm (or until chops are gone)
 - Dixie Crush on main stage 3-6 pm
 - Final Say on main stage 7:45pm -11pm
 - early bird car drawing at 11 pm

Monday, July 2nd, 6 pm to 11 pm.

- **¥** \$20 Wristbands 6 10 pm
 - bingo and festival market 6-10 pm
 - Sixteen Candles on main stage 8:00 pm to 10:00 pm
 - -early bird car drawing at 10 pm

Tuesday, July 3rd, 6 pm to Midnight

- ★ \$20 wristbands from 6-10 pm
 - bingo and festival market 6 10 pm
 - ARRA on main stage, 7:30-11 pm
 - early bird car drawing at 11 pm

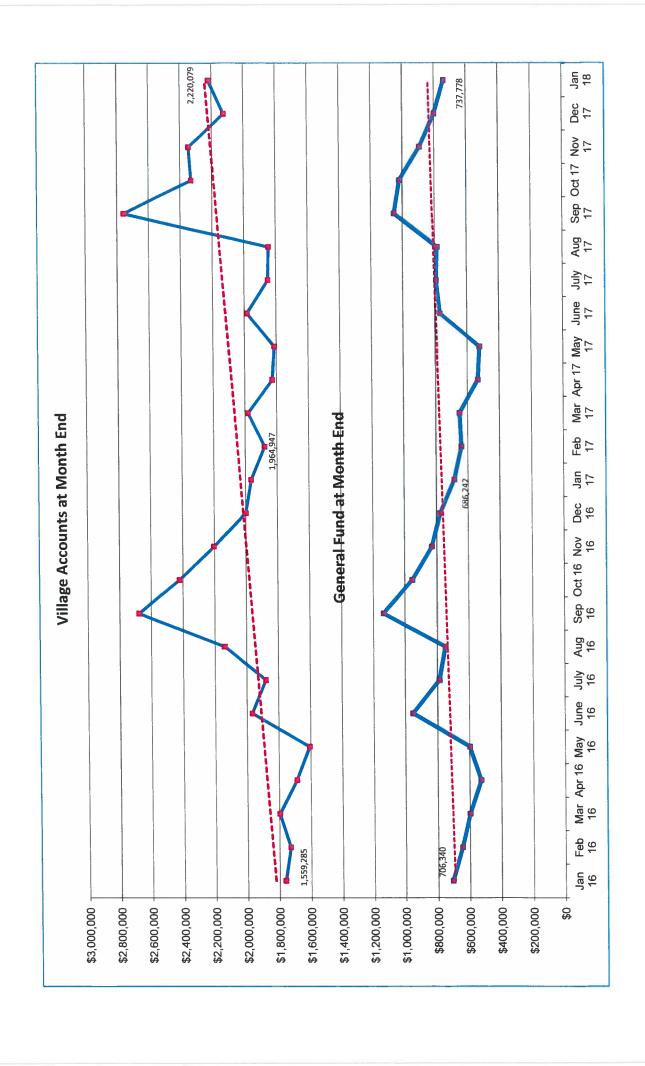
Wednesday, July 4th, noon to Midnight

- 5K run, Check-in 7-7:50 am; Race begins 8:15 am
- carnival, car stand and festival market open at noon
- \$20 wristbands 12 noon 3 pm
 - all other stands open after parade
 - bingo 6 9 pm
 - parade line-up and registration, 2 pm 3:30 pm
 - float judging 3 pm
 - parade at 4 pm
 - Kingfish on main stage, 7:30 pm 11 pm
 - fireworks at 9:30 pm
 - car drawing at 11 pm

Thursday, July 5th - clean-up starts at 9 am

VILLAGE OF BEECHER ACCOUNT BALANCES

Account	Number		12/31/2016		1/31/2017		12/31/2017		1/31/2018	Change
MFT	Ck. 9016	49	152,978.73	40	147,582.59	₩	86,843.99	₩	92,864.14 \$	6,020.15
Refuse	Ck. 59692	₩.	55,763.79	44	62,898.99	₩	56,864.77	₩	78,046.17 \$	21,181.40
Joint Fuel	Ck. 70041	₩	44,491.37	₩.	41,242.64	₩	41,781.34	()	38,274.01 \$	(3,507.33)
W/S Debt	Ck. 107689	₩	251,475.69	₩.	236,360.13	()	232,590.69	()		29,731.12
O&M	Ck. 9210	₩	118,054.65	₩	219,436.11	₩	144,487.82	()	256,785.23 \$	112,297.41
W/S Main Replace	Ck. 162043	₩	228,419.19	₩	228,411.23	S	194,142.89	\$		(836.71)
W/S Capital	Ck. 7609	ss.	64,853.83	₩	61,932.66	43	75,833.92	₩	73,436.89 \$	(2,397.03)
Central	Ck. 62618	49	33,120.92	₩.	23,494.28	43	32,906.08	()	18,783.69 \$	(14,122.39)
Infrastructure	Ck. 140074	()	217,196.99	₩.	215,663.82	69	242,761.87	₩	253,790.03 \$	11,028.16
General Ck.	Ck. 9008	49	776,181.14	ss	686,241.64	6 3	799,555.79	₩		(61,777.36)
Bond Redemption	Ck. 150649	49	1,081.26	ss	1,081.41	₩	1,096.65	₩	1,096.84 \$	0.19
CapEquipSinkFund	Ck. 164186	€	\$6,775.00	€	37,601.20	₩.	22,487.81	€9	22,434.29 \$	(53.52)
All Village Accounts		₩	2,000,392.56 \$		1,964,946.70	₩.	1,931,353.62	↔	2,028,917.71 \$	97,564.09
Commission & Spec Accts	Number		12/31/2016		1/31/2017		12/31/2017		1/31/2018	
4th July	Ck. 102989	()	35,053.49	"	33,908.38	69	45,105.83	69	44,389.56 \$	(716.27)
Builders Escrow	Ck. 130567	₩	25,760.00	"	25,763.61	()	17,101.73	₩	17,104.67 \$	2.94
Beautification	Ck. 130834	₩	3,318.51 \$	40	3,111.95	()	1,414.35	₩	1,414.59 \$	0.24
Asset Forfeiture PD	Ck 179752	49	595.91	"	595.99	₩	1,997.48	₩	1,997.82 \$	0.34
Youth Commission	Ck. 135895	(S)	13,208.84 \$	40	12,288.24	₩	17,522.04	ss		(1,121.07)
Ehlers Fund	Ck 179744	s	12,172.20 \$		12,173.91	₩	11,073.19	₩		1.90
Nantucket Escrow	Ck. 153303	S	62,809.44 \$	"	62,818.25	\$	60,496.59	s	\$ 86.905,09	10.39
Newsletter	Ck. 153745	\$	2,395.89 \$		2,396.23	₩	165.12	₩	165.15 \$	0.03
MGM Escrow	Ck, 153753	ss	0.07				•			
Escrow 170 Ind.	Ck. 165891	ss	34,801.47 \$		34,806.35	₩	34,858.72	()		5.99
Ribbon of Hope	Ck 430001959	49	4,816.95 \$		3,248.69	₩	3,241.42	ss	3,241.42 \$	•
Commission & Spec Accts		€9	194,932.77 \$		191,111.60	₩	192,976.47	€9-	191,160.96 \$	(1,815.51)
								,		
All Total		()	2,195,325.33 \$		2,156,058.30	6A	2,124,330.09	ss.	2,220,078.67 \$	95,748.58



Commission Bills/Non AP Payment 01/01/18 - 01/31/18

Date	Account	Num	Description	Memo	Amount
1/4/2018	3 4th July,ck102989	3275	Chase Card Services	dash plaques	(177.00)
1/4/2018	3 4th July,ck102989	3276	Beecher Chamber Of Comm	membership dues 2018	(150.00)
1/24/2018	3 4th July,ck102989	3277	Joey's Concessions	reimbursement of vendors fee, 2017	(200.00)
1/24/2018	3 4th July,ck102989	3278	F. Weber Printing	envelopes, 3000	(397.00)
	4th July,ck102989 Total				(924.00)
	3 Central_ck62618	EFT	IPBC	Health Ins auto debit 12/2017	(17,143.32)
	3 Central_ck62618	EFT	Net Pay	Net Pay payroll 01/10/18	(34,828.29)
1/24/2018	3 Central_ck62618	EFT	Net Pay	Net Pay payroll 01/24/18	(35,261.15)
	Central_ck62618 Total				(87,232.76)
	3 General,ck9008	23966	AFLAC	Aflac suplimental ins	(260.54)
	3 General,ck9008	23967	Operating Engineers Local 399	PW & Clerical Union Dues	(173.25)
	3 General,ck9008	EFT	IMRF	IMRF	(11,120.14)
	3 General,ck9008	EFT	Illinois State Disbursement Unit	Little - 01/10/18 payroll	(1,080.00)
	B General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 01/10/18	(14,899.88)
	B General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 01/10/18	(2,392.39)
	B General,ck9008	23968	Will County Governmental League	emp.assistance program,2018-1112	(119.70)
1. 1.	8 General,ck9008 8 General,ck9008	23969 23970	Humana Dental Icma	651106004	(646.19)
	B General,ck9008	23970	Teamsters Union Local # 727	302933 deferred comp.deducts	(200.00)
	B General,ck9008	EFT	Illinois State Disbursement Unit	Police Union health ins, Jan 2018	(5,555.00)
	8 General,ck9008	EFT	IDES	Little - 01/24/18 payroll unemployment ins. 4th qtr 2017	(1,080.00)
	8 General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 01/24/18	(476.40)
	B General,ck9008	EFT	State Of Illinois		(15,206.04)
	8 General,ck9008	23972	VSP Of Illinois	IL w/h tax payroll 01/24/18 vision ins	(2,395.76)
	B General,ck9008	23973	Teamsters Union Local # 700	p.d. union dues Jan	(143.30)
	8 General,ck9008	23974	AFLAC	Aflac suplimental ins	(231.72) (260.54)
	8 General,ck9008	23975	NCPERS Group Life Ins.	supp. life ins., 47250118	(48.00)
_,,	General,ck9008 Total	23373	iver and droup and ma.	3dpp. me ms., 47230116	(56,288.85)
1/16/201	8 Infrastructure,ck140074	EFT	First Community Bank	loan payment January 2018	(2,640.98)
-,,	Infrastructure,ck140074 Total			toon payment sandary 2010	(2,640.98)
1/5/201	8 Joint Fuel,ck70041	1273	Washington Township	Monthly internet and electric	(100.00)
1/5/201	8 Joint Fuel,ck70041	1274	Heritage FS	Inv. 79437	(349.86)
1/5/201	8 Joint Fuel,ck70041	1275	Heritage FS	Inv. 79438	(689.42)
1/5/201	8 Joint Fuel,ck70041	TXFR	Village Of Beecher	Monthly Administrative Fee	(300.00)
1/10/201	8 Joint Fuel,ck70041	1276	Heritage FS	Inv. 79397	(2,478.55)
1/16/201	8 Joint Fuel,ck70041	1277	Atsi	Inv. 5485 - Server Revewal 3 yr	(108.14)
1/16/201	8 Joint Fuel,ck70041	1278	Heritage FS	Inv. 79443	(1,077.56)
1/16/201	8 Joint Fuel,ck70041	1279	Heritage FS	Inv. 79465	(2,608.54)
1/18/201	8 Joint Fuel,ck70041	1280	Heritage FS	Inv. 79506	(2,041.16)
	8 Joint Fuel,ck70041	1281	Heritage FS	Inv. 79507	(190.62)
1/24/201	8 Joint Fuel,ck70041	1282	Heritage FS	Inv. 79555	(3,043.10)
1/26/201	8 Joint Fuel,ck70041	1283	Heritage FS	Inv. 79556	(225.15)
	8 Joint Fuel,ck70041	1284	Heritage FS	Inv. 79587	(1,662.16)
1/26/201	8 Joint Fuel,ck70041	1285	Heritage FS	Inv. 79588	(85.79)
	Joint Fuel,ck70041 Total				(14,960.05)
	8 O & M,ck9210	8152	Beecher Postmaster	Mailing Water Bills Jan 2018	(448.00)
	8 O & M,ck9210	8153	Operating Engineers Local 399	PW & Clerical Union Dues	(299.50)
	8 O & M,ck9210	EFT	IMRF	IMRF	(5,543.64)
	8 O & M,ck9210	ACH	Bank Charge - Credit Cards	credit card fees December 2017	(13.97)
	8 O & M,ck9210	8154	Icma	302933 deferred comp.deducts	(1,443.53)
	8 O & M,ck9210	TXFR	Fed Payroll Taxes	Fed w/h, ss, med payroll 01/24/18	(4,940.86)
1/26/201	8 O & M,ck9210	TXFR	State Of Illinois	IL w/h tax payroll 01/24/18	(777.17)
4 /5 /201	O & M,ck9210 Total		C: (48.8)		(13,466.67)
1/5/201	8 Refuse,ck59692	772	Star / A&J Disposal	pick up, December 2017,#11-28728	(25,294.18)
1/2/201	Refuse,ck59692 Total	CCT	First Community Beet	less severest lesses ages	(25,294.18)
1/3/201	8 W-S Debt,ck107689	EFT	First Community Bank	loan payment January 2018	(373.72)
1/10/201	W-S Debt,ck107689 Total	1271	DUC Student Council	Neveted Helling, Advisor -	(373.72)
	8 Youth Comm.,ck135895	1371	BHS Student Council	Haunted Hallway Admission	(264.00)
1/10/201	.8 Youth Comm.,ck135895 Youth Comm.,ck135895 Total	1372	Pin & Tonic	MLK bowling - 2018	(860.00)
	. Gath Committee 23033 10td)				(1,124.00)
	Grand Total				(202,305.21)

Budget Revenue & Expense Report

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YTD 5/1/2017 to 12/31/2017

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	Actual	Actual	Budget	Variance
01 - GENERAL ACCOUNT	Current	YTD	YTD	YTD
Operating Revenue				
01-00-311 REAL ESTATE TAX	9,232.62	953,165.46	967,217.00	14,051,54
01-00-321 LIQUOR LICENSES	0.00	7,450.00	11,900.00	4,450.00
01-00-323 BUSINESS LICENSES	0,00	600,00	3,050.00	2,450.00
01-00-324 ANIMAL LICENSES	590,00	3,025.00	9,630.00	6,605.00
01-00-325 CONTRACTOR'S LICENSES	100.00	6,500.00	17,500.00	11,000.00
01-00-326 AMUSEMENT DEVICE LICENSES	0.00	1,600.00	1,175.00	(425.00)
01-00-327 VIDEO GAMING TAX	4,989.95	39,479.48	36,224.00	(3,255.48)
01-00-331 BUILDING PERMITS	195.00	18,767.70	41,683,00	22,915.30
01-00-332 RE-INSPECTION FEES	0.00	0.00	100.00	100.00
01-00-333 PARK IMPACT FEES	0.00	3,763.00	0.00	(3,763.00)
01-00-341 STATE INCOME TAX	22,729.15	319,538.36	440,259.00	120,720.64
01-00-343 REPLACEMENT TAX	166.52	2,670,65	5,420,00	2,749.35
01-00-345 SALES TAX	40,454.71	303,751.95	425,312.00	121,560.05
01-00-347 STATE USE TAX	9,587.05	70,276.66	100,315.00	30,038.34
01-00-352 IPRF GRANT - PPE FOR PW	0.00	0.00	0.00	0.00
01-00-353 E 9-1-1 GRANT	1,404.00	1,404.00	1,500.00	96.00
01-00-354 DCEO GRANT - BALLFIELD LIGHTS	0.00	0.00	0.00	0.00
01-00-355 COMED GRANT	0.00	0.00	0.00	0.00
01-00-356 CMAP LTA PLANNING GRANT	0.00	0.00	32,000.00	32,000.00
01-00-359 INTERGOVERNMENTAL REVENUES	0,00	3,744.60	10,000.00	6,255.40
01-00-361 COURT FINES	1,934.94	26,888.35	49,000.00	22,111,65
01-00-362 LOCAL ORDINANCE FINES	150.00	3,145.00	10,900.00	7,755.00
01-00-363 TOWING FEES	1,500.00	11,000.00	17,000.00	6,000.00
01-00-381 INTEREST INCOME	140.19	1,011.72	1,610.00	598.28
01-00-382 TELECOMM/EXCISE TAX	7,707,14	65,108.40	106,600.00	41,491.60
01-00-383 FRANCHISE FEES - CATV	0,00	55,581.91	69,393,00	13,811.09
01-00-384 REIMBURSEMENTS - ENGINEERING	0.00	0.00	9,000,00	9,000.00
01-00-386 MOSQUITO ABATEMENT FEES	1,183.16	13,672.03	20,040.00	6,367.97
01-00-387 FINGERPRINT FEES	135,00 130,00	600.00	1,800,00	1,200.00
01-00-389 MISCELLANEOUS INCOME	0.00	13,989.82	14,900.00	910.18
01-00-392 FIXED ASSET SALES	0.00	0.00	500.00	500.00
01-00-393 INTERFUND OPERATING TRANS 01-00-396 RESERVE CASH	0.00	45,223.00	45,223.00	0.00
01-00-396 RESERVE CASH 01-00-397 ENCUMBERANCES	0.00	0.00	50,000.00	50,000.00
		0,00	0.00	0.00
Total Operating Revenue	\$102,329.43	\$1,971,957.09	\$2,499,251.00	\$527,293.91
Total Revenue	\$102,329.43	\$1,971,957.09	\$2,499,251.00	\$527,293.91
Operating Expense				
01-01-441 ELECTED OFFICIALS SALARIES	0.00	11,450.00	22,900.00	11,450.00
01-01-442 APPT OFFICIALS SALARIES	0.00	577.08	4,900.00	4,322.92
01-01-461 SOCIAL SECURITY	0.00	907.16	2,127.00	1,219.84
01-01-536 DATA PROCESSING SERVICES	0.00	0.00	0.00	0.00
01-01-552 TELEPHONE	0.00	560,00	560.00	0.00
01-01-561 DUES AND PUBLICATIONS	6,038.84	8,305.00	8,155.00	(150.00)
01-01-565 CONFERENCES	415.23	5,519,50	8,000.00	2,480.50
01-01-566 MEETING EXPENSES	0.00	250.00	250.00	0.00
01-02-441 APPOINTED OFFICIALS SALARIES	0.00	742.50	1,440.00	697.50
01-02-442 FICA	0.00	56.80	110.00	53,20
01-02-533 ENGINEERING SERVICES	255.00	1,682.30	9,000.00	7,317.70
01-02-535 PLANNING SERVICES	0,00	0.00	40,000.00	40,000.00
01-02-561 DUES AND PUBLICATIONS	0,00	50.00	50.00	0.00
01-02-566 MEETING EXPENSES	0.00	448.45	1,200.00	751.55
01-03-421 SALARIES FULL-TIME	8,605,92	67,364.55	96,877.00	29,512.45

Budget Revenue & Expense Report

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	Actual	Actual	Budget	Variance
01 - GENERAL ACCOUNT	Current	YTD	YTD	YTD
01-03-451 HEALTH INSURANCE	2,062.04	18,005.47	24,389.00	6,383.53
01-03-461 SOCIAL SECURITY	658,36	5,153.36	7,411.00	2,257.64
01-03-462 IMRF	1,222.55	7,305.81	10,734.00	3,428.19
01-03-532 AUDITING SERVICES	0.00	7,945.00	8,000.00	55.00
01-03-534 LEGAL SERVICES	1,521.25	13,470.96	23,205.00	9,734.04
01-03-536 DATA PROCESSING SERVICES	216.00	2,562.90	4,150.00	1,587.10
01-03-539 CODIFICATION	0.00	1,269.00	1,500.00	231.00
01-03-551 POSTAGE	145.28	1,458.52	1,950.00	491.48
01-03-552 TELEPHONE	0.00	5,645.44	9,800.00	4,154.56
01-03-555 COPYING AND PRINTING	564.88	3,576.68	4,800.00	1,223.32
01-03-558 LEGAL NOTICES	0.00	1,885.00	2,020.00	135.00
01-03-561 DUES AND PUBLICATIONS	0.00	259.75	1,160.00	900.2
01-03-566 MEETING EXPENSES	90.64	130.64	250.00	119,36
01-03-567 PROFESSIONAL DEVELOPMENT	35.00	2,426.45	4,000.00	1,573,5
01-03-595 OTHER CONTRACTUAL SERV	0.00	0.00	0.00	0.00
01-03-651 OFFICE SUPPLIES	76,33	1,161.99	1,900.00	738.0
01-03-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.0
01-03-830 NEW EQUIPMENT	0.00	0.00	0.00	0.00
01-04-422 PART-TIME SALARIES	0.00	0.00	0.00	0.00
01-04-461 SOCIAL SECURITY	0.00	0.00	0.00	0.0
01-04-595 OTHER CONTRACTUAL SERVICES	105.00	13,026.60	33,683.00	20,656.4
01-05-421 APPOINTED OFFICIALS SALARIES	0.00	0.00	5,850.00	5,850.0
01-05-461 FICA	0.00	0.00	448.00	448.0
01-05-462 IMRF	0.00	0.00	644.00	644.0
01-05-512 MAINT SERVICE - EQUIP.	0.00	0.00	4,490.00	4,490.0
01-05-513 MAINT SERVICE - VEHICLES	0.00	1,652.53	5,000.00	3,347.4
01-05-563 TRAINING (ESDA)	0.00	0.00	900.00	900.0
01-05-566 MEETING EXPENSES	0.00	0.00	500.00	500.0
01-05-595 OTHER PROFESSIONAL SERVICES	0.00	0.00	5,450,00	5,450.0
01-05-652 FIELD SUPPLIES	440.14	3,151,30	5,000.00	
01-05-669 SUPPLIES - OTHER	0.00	73.35		1,848.7
01-06-421 SALARIES FULL-TIME	38,055.89		2,900.00	2,826.6
	12,047.00	368,970.27	552,324.00	183,353.7
01-06-422 SALARIES PART-TIME		110,890.27	125,411.00	14,520.7
01-06-423 OVERTIME	6,165,60 7,617,04	51,151.38	67,666.00	16,514.6
01-06-451 HEALTH INSURANCE	• 35	72,603.95	114,046.00	41,442.0
01-06-461 SOCIAL SECURITY	4,197.56	41,141.42	57,023.00	15,881.5
01-06-462 IMRF	9,508.30	54,131.59	75,879.00	21,747.4
01-06-471 UNIFORM ALLOWANCE	220.78	8,044.51	8,850.00	805.4
01-06-513 MAINT. SERVICE - VEHICLES	105.88	5,902.99	13,145.00	7,242.0
01-06-521 MAINT. SERVICE - EQUIP	135.00	9,963.28	16,230.00	6,266.7
01-06-534 LEGAL SERVICES	1,050.00	14,021.28	17,800.00	3,778.7
01-06-536 DATA PROCESSING SERVICES	245,88	4,276.15	6,000.00	1,723.8
01-06-549 OTHER PROFESSIONAL SERVICES	25.00	5,202.54	5,700.00	497.4
01-06-551 POSTAGE	0,00	108.74	950,00	841.2
01-06-552 TELEPHONE	0.00	4,295.61	8,000.00	3,704.3
01-06-555 COPYING AND PRINTING	167,77	1,059.47	2,400.00	1,340.5
01-06-556 DISPATCHING SERVICES	7,958,62	79,066.29	112,272.00	33,205.7
01-06-561 DUES AND PUBLICATIONS	385,00	4,433.00	9,640,00	5,207.0
01-06-563 TRAINING	1,385,51	4,135,89	9,900.00	5,764.
01-06-566 MEETING EXPENSES	0.00	25.00	100.00	75.0
01-06-567 PROFESSIONAL DEVELOPMENT	0.00	2,225.70	3,000.00	774.3
01-06-575 CIRCUIT COURT RENT	0.00	0,00	0.00	0.0
01-06-613 MAINT. SUPPLIES - VEHICLES	1,769.06	1,784.06	3,520,00	1,735.9
01-06-651 OFFICE SUPPLIES	44.72	990 09	2,400.00	1,409.9
01-06-652 FIELD SUPPLIES	1,071.56	13,432.19	16,000,00	2,567.8

Budget Revenue & Expense Report

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OA CENERAL ACCOUNT	Actual	Actual	Budget	Variance
01 - GENERAL ACCOUNT	Current	YTD	YTD	YTD
01-06-830 NEW EQUIPMENT	0,00	0.00	0,00	0.00
01-06-840 NEW VEHICLE	0.00	30,800.00	30,800,00	0.00
01-06-929 MISC EXPENSES	0.00	43.70	100.00	56.30
01-07-538 MOSQUITO ABATEMENT SERV	0.00	0.00	3,500.00	3,500.00
01-07-595 OTHER CONTRACTUAL SERV	0.00	0.00	1,500.00	1,500.00
01-08-421 SALARIES FULL-TIME	9,102,40	76,177.42	106,328,00	30,150.58
01-08-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
01-08-423 OVERTIME	868.35	4,732.09	12,202.00	7,469.91
01-08-451 HEALTH INSURANCE	2,361.19	14,372.00	21,520,00	7,148.00
01-08-461 SOCIAL SECURITY	734.11	5,997.38	9,068.00	3,070.62
01-08-462 IMRF	1,458,51	8,770.98	13,134,00	4,363.02
01-08-471 UNIFORM ALLOWANCE	63.65	767.36	2,000,00	1,232,64
01-08-512 MAINT. SERVICE - EQUIPMENT	0.00	1,238.74	2,300.00	1,061.26
01-08-513 MAINT. SERVICE - VEHICLES	248.29	6,033.18	13,750.00	7,716.82
01-08-514 MAINT. SERVICE - STREET	0.00	15,259.98	24,600.00	9,340.02
01-08-516 MAINT. SERVICE - STREET LIGHT	44.55	133.65	180.00	46.35
01-08-533 ENGINEERING	0.00	4,641.92	2,900.00	(1,741,92)
01-08-572 STREET LIGHTING	146.22	71,593.25	119,500.00	47,906.75
01-08-576 RENTALS	926.13	5,103.74	9,763.00	4,659.26
01-08-595 OTHER CONTRACTUAL SERV	0.00	0.00	0,00	0.00
01-08-612 MAINT. SUPPLIES EQUIPMENT	0.00	2,340.92	2,800,00	459.08
01-08-613 MAINT. SUPPLIES - VEHICLES	2,289.18	3,310.16	3,500.00	189.84
01-08-614 MAINT. SUPPLIES - STREET	385 69	17,978.08	33,136.00	15,157.92
01-08-653 SMALL TOOLS	0,00	0.00	500.00	500.00
01-08-656 UNLEADED FUEL	1,652.05	15,184.75	32,750 00	17,565.25
01-08-830 CAPITAL OUTLAY- EQUIP.	0.00	0.00	0.00	0.00
01-08-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	0.00	0.00	0.00
01-09-511 MAINT. SERVICE - BUILDING	560.00	6,844.07	11,480.00	4,635.93
01-09-611 MAINT. SUPPLIES - BUILDING	0.00	990.00	990.00	0.00
01-09-654 JANITORIAL SUPPLIES	103.27	1,076.16	1,500.00	423.84
01-09-820 BUILDING	(504.00)	1,869.09	5,300.00	3,430,91
01-09-821 DEPOT RENT	0,00	2,022.39	2,025.00	2.61
01-09-830 NEW EQUIPMENT - CATV	0.00	2,500.00	2,500.00	0.00
01-10-820 CAPITAL OUTLAY - BUILDING	0.00	0.00	0.00	0.00
01-10-860 CAPITAL OUTLAY-INFRASTRUCT	0.00	51,667,24	50,000.00	(1,667.24)
01-11-451 HEALTH INSURANCE	868.05	5,410.38	10,600.00	5,189.62
01-11-453 UNEMPLOYMENT INSURANCE	0.00	3,213.89	11,794.00	8,580.11
01-11-592 COMPREHENSIVE INSURANCE	0.00	71,093.00	75,889.00	4,796.00
01-11-595 OTHER CONTRACTUAL SERV	0.00	274.40	624.00	349.60
01-11-730 FISCAL AGENT FEES	0.00	350,00	350.00	0.00
01-11-914 SALES TAX REIMBURSEMENTS	34,396.93	92,629.95	133,377.00	40,747.05
01-11-915 PROPERTY TAX REIMB	0,00	6,365,28	7,630.00	1,264.72
01-11-951 CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
01-11-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
01-11-954 INTERFUND TRANS- GO BOND ACCT	0.00	85,920.61	85,922.00	1.39
01-11-955 INTERFUND TRANS-CAP EQUIP	0.00	9,850.00	9,850.00	0.00
01-11-956 INTERFUND TRANS-PARK	0.00	0,00	0.00	0,00
01-13-421 FULL-TIME SALARIES - PARKS	0.00	0,00	0.00	0.00
01-13-422 SALARIES PART-TIME	0.00	4,642.00	6,504.00	1,862.00
01-13-461 SOCIAL SECURITY	0.00	355.12	496.00	140.88
01-13-515 MAINT SERVICE - PARKS	0.00	4,088.14	6,400.00	2,311.86
01-13-571 ELECTRIC POWER	261,90	1,212.19	3,540.00	2,327.81
01-13-595 CONTRACTUAL SERVICES	0.00	2,436.83	2,400.00	(36.83)
01-13-614 MAINT SUPPLIES - PARKS	0.00	1,791,69	3,700,00	1,908.31

Budget Revenue & Expense Report

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01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Total Expense	\$172,833.55	\$1,704,327.05	\$2,499,251.00	\$794,923.95
Excess Revenue Over Expenses	(\$70,504.12)	\$267,630.04	\$0.00	(\$267,630.04)

Budget Revenue & Expense Report

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YTD 5/1/2017 to 12/31/2017

	1100/1/2017 to 12/31/2017			rage 5
	Actual	Actual	Budget	Variance
11 - CAPITAL EQUIPMENT SINKING FUND	Current	YTD	YTD	YTD
Operating Revenue				
11-00-381 INTEREST INCOME	3.50	30.25	0.00	(30.25)
11-00-392 PROCEEDS - FIXED ASSET SALES	0.00	0.00	0.00	0.00
11-00-393 INTERFUND TRANSFERS	0.00	27,493.00	27,493.00	0.00
11-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
11-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$3.50	\$27,523.25	\$27,493.00	(\$30.25)
Total Revenue	\$3.50	\$27,523.25	\$27,493.00	(\$30.25)
Operating Expense				
11-11-830 CAPITAL OUTLAY - EQUIPMENT	57.38	42,718.26	0.00	(42,718.26)
11-11-961 CAPITAL RESERVE CONTRIBUTION	0 00	0.00	27,493.00	27,493.00
Total Operating Expense	\$57.38	\$42,718.26	\$27,493.00	(\$15,225.26)
Total Expense	\$57.38	\$42,718.26	\$27,493.00	(\$15,225.26)
Excess Revenue Over Expenses	(\$53.88)	(\$15,195.01)	\$0.00	\$15,195.01

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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YTD 5/1/2017 to 12/31/2017

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Actual	Actual	Budget	Variance
Current	YTD	YTD	YTD
18,482.67	216,979.84	322,299.00	105,319.16
9.79	77.91	0,00	(77.91)
13.75	2,193.01	8,000.00	5,806.99
0.00	0.00	3,176.00	3,176.00
\$18,506.21	\$219,250.76	\$333,475.00	\$114,224.24
\$18,506.21	\$219,250.76	\$333,475.00	\$114,224.24
25,213.83	197,695.98	300,252.00	102,556.02
0.00	474.00	8,000.00	7,526.00
0.00	25,223.00	25,223 00	0.00
\$25,213.83	\$223,392.98	\$333,475.00	\$110,082.02
\$25,213.83	\$223,392.98	\$333,475.00	\$110,082.02
(\$6,707.62)	(\$4,142.22)	\$0.00	\$4,142.22
	Actual Current 18,482.67 9.79 13.75 0.00 \$18,506.21 \$18,506.21 25,213.83 0.00 0.00 \$25,213.83 \$25,213.83	Actual Current YTD 18,482 67 216,979.84 9.79 77.91 13.75 2,193.01 0.00 0.00 \$18,506.21 \$219,250.76 \$18,506.21 \$219,250.76 25,213.83 197,695.98 0.00 474.00 0.00 25,223.00 \$25,213.83 \$223,392.98 \$25,213.83 \$223,392.98	Current YTD YTD 18,482.67 216,979.84 322,299.00 9.79 77.91 0.00 13.75 2,193.01 8,000.00 0.00 0.00 3,176.00 \$18,506.21 \$219,250.76 \$333,475.00 \$18,506.21 \$219,250.76 \$333,475.00 25,213.83 197,695.98 300,252.00 0.00 474.00 8,000.00 0.00 25,223.00 25,223.00 \$25,213.83 \$223,392.98 \$333,475.00 \$25,213.83 \$223,392.98 \$333,475.00

Budget Revenue & Expense Report

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YTD 5/1/2017 to 12/31/2017

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14 - MFT ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
14-00-344 MOTOR FUEL TAX	9,816.04	74,357.94	111,678.00	37,320.06
14-00-381 INTEREST	13.19	112.81	100.00	(12.81)
14-00-384 SAFE ROUTES TO SCHOOL GRANT	0.00	4,422.38	5,500.00	1,077.62
14-00-385 FEDERAL STP - PENFIELD REIMB	0.00	0.00	193,600.00	193,600.00
14-00-389 MISC INCOME -SPECAL MFT PMT	0.00	0.00	0.00	0.00
14-00-397 ENCUMBRANCES	0,00	0.00	0,00	0.00
Total Operating Revenue	\$9,829.23	\$78,893.13	\$310,878.00	\$231,984.87
Total Revenue	\$9,829.23	\$78,893.13	\$310,878.00	\$231,984.87
Operating Expense				
14-08-533 ENGINEERING	0.00	53,120.24	182,953.00	129,832.76
14-08-614 MAINT. SUPPLIES - STREET	3,627.41	45,284.90	75,791.00	30,506.10
14-10-711 DEBT SERVICE - 2006 INSTALL	0.00	0.00	0.00	0.00
14-10-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	6,577.15	35,244,00	28,666.85
14-10-861 CAPITAL PROJECTS	0.00	0.00	0.00	0.00
14-10-951 RESERVE CONTRIBUTION	0.00	0.00	16,890.00	16,890.00
Total Operating Expense	\$3,627.41	\$104,982.29	\$310,878.00	\$205,895.71
Total Expense	\$3,627.41	\$104,982.29	\$310,878.00	\$205,895.71
Excess Revenue Over Expenses	\$6,201.82	(\$26,089.16)	\$0.00	\$26,089.16

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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Operating Revenue

Total Revenue

Total Expense

Excess Revenue Over Expenses

Operating Expense

YTD 5/1/2017 to 12/31/2017 Page 9 Actual Actual Variance Budget 16 - JOINT FUEL ACCOUNT Current YTD **YTD** YTD 16-00-358 FUEL FUND REIMBURSEMENTS 12,377.10 112,716.93 178,640.00 65,923.07 16-00-381 INTEREST 6.60 48.42 0.00 (48.42)16-00-396 RESERVE CASH 0.00 0.00 0.00 0.00 **Total Operating Revenue** \$12,383.70 \$112,765.35 \$178,640.00 \$65,874.65 \$12,383.70 \$112,765.35 \$178,640.00 \$65,874.65 16-12-577 FUEL PAYMENTS 12,806.27 106,124.27 178,640.00 72,515.73 16-12-820 CAPITAL OUTLAY-EQUIP 0.00 0.00 0.00 0.00 \$12,806.27 **Total Operating Expense** \$106,124.27 \$178,640.00 \$72,515.73 \$12,806.27 \$106,124.27 \$178,640.00 \$72,515.73

\$6,641.08

\$0.00

(\$6,641.08)

(\$422.57)

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

Total Expense

Excess Revenue Over Expenses

2/5/2018 4:59:49 PM	YTD 5/1/2017 to 12/31/2017			Page 10
18 - G.O. BOND REDEMPTION FUND	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
18-00-381 INTEREST INCOME	4.83	14.83	0.00	(14.83)
18-00-393 INTERFUND OPERATING TRANS	0,00	74,671.25	85,922.00	11,250.75
18-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$4.83	\$74,686.08	\$85,922.00	\$11,235.92
Total Revenue	\$4.83	\$74,686.08	\$85,922.00	\$11,235.92
Operating Expense				
18-00-710 PRINCIPAL & INTEREST	0.00	74,671.25	85,922.00	11,250.75
18-00-820 BUILDING	0.00	0.00	0.00	0.00
Total Operating Expense	\$0.00	\$74,671.25	\$85,922.00	\$11,250.75

\$0.00

\$4.83

\$74,671.25

\$14.83

\$85,922.00

\$0.00

\$11,250.75

(\$14.83)

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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YTD 5/1/2017 to 12/31/2017

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
19-00-346 1/2% INFRASTRUCTURE SALES TAX	13,690.86	94,746.39	138,424.00	43,677.61
19-00-355 STP GRANT- NEW TRAFFIC SIGNAL	0.00	0.00	0.00	0.00
19-00-356 IDOT 100% MATCH- RT 1 REPAIRS	0.00	0.00	0.00	0.00
19-00-381 INTEREST INCOME	36.62	286.58	100.00	(186.58)
19-00-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
19-00-394 LOAN PROCEEDS - ENG INFRA	0.00	0.00	0.00	0.00
19-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$13,727.48	\$95,032.97	\$138,524.00	\$43,491.03
Total Revenue	\$13,727.48	\$95,032.97	\$138,524.00	\$43,491.03
Operating Expense				
19-19-533 ENGINEERING	0.00	0.00	0.00	0.00
19-19-711 DEBT SERV-2014 STP ENGIN LOAN	2,640.98	21,127.84	31,692.00	10,564.16
19-19-861 CAPITAL OUTLAY - INFRA	0.00	72,825.00	70,000.00	(2,825.00)
19-19-952 CAPITAL RESERVE CONTRIB	0.00	0.00	36,832.00	36,832.00
19-19-953 INTERFUND TRANSFERS	0.00	0,00	0.00	0.00
Total Operating Expense	\$2,640.98	\$93,952.84	\$138,524.00	\$44,571.16
Total Expense	\$2,640.98	\$93,952.84	\$138,524.00	\$44,571.16
Excess Revenue Over Expenses	\$11,086.50	\$1,080.13	\$0.00	(\$1,080.13)

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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YTD 5/1/2017 to 12/31/2017

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	Actual	Actual	Budget	Variance
51 - WATER ACCOUNT	Current	YTD	YTD	YTD
Operating Revenue				
51-00-371 WATER CHARGES	23,353.39	504,849.22	713,377.00	208,527.78
51-00-375 WATER SERVICE CONNECTION FEES	475.00	6,296,34	8,000.00	1,703,66
51-00-381 INTEREST INCOME	27.11	186.46	340.00	153,54
51-00-387 RENTAL INCOME	225.00	1,800.00	2,700.00	900.00
51-00-389 MISCELLANEOUS INCOME	0.00	0.00	2,900.00	2,900.00
51-00-393 INTERFUND TRANS FROM GENERAL	0.00	0,00	0.00	0.00
51-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$24,080.50	\$513,132.02	\$727,317.00	\$214,184.98
Total Revenue	\$24,080.50	\$513,132.02	\$727,317.00	\$214,184.98
Operating Expense				
51-20-421 SALARIES FULL-TIME	18,457.64	150,011.04	214,533.00	64,521.96
51-20-422 SALARIES PART-TIME	0.00	10,290.62	11,200,00	909.38
51-20-423 SALARIES OVERTIME	550,17	4,872.93	9,183,00	4,310.07
51-20-451 HEALTH INSURANCE	2,695,48	24,910.30	31,884.00	6,973.70
51-20-461 SOCIAL SECURITY	1,454.11	12,592.93	17,971.00	5,378.07
51-20-462 IMRF	2.762.37	16,488.75	24,788,00	8,299.25
51-20-471 UNIFORMS	0,00	219.80	400.00	180.20
51-20-513 MAINT, SERVICE- VEHICLES	0.00	2,909.53	4,500,00	
51-20-517 MAINT, SERVICE - WATER SYSTEM	7,151,20	30,531.75	33,000.00	1,590,47 2,468,25
51-20-532 AUDIT	0.00	5,000.00	5,000.00	
51-20-533 ENGINEERING	0.00	0.00	1,200.00	0.00
51-20-534 LEGAL SERVICES	0.00	0.00	4,200,00	1,200.00
51-20-536 DATA PROCESSING SERVICES	0.00	2,949.94		4,200.00
51-20-537 LABORATORY ANALYSIS	248.82	847.78	3,500.00	550.06
51-20-551 POSTAGE	0.00	991.97	5,600.00	4,752.22
51-20-552 TELEPHONE	0.00	941.93	2,400,00	1,408.03
51-20-553 LEASED CONTROL LINES	0.00		1,680,00	738,07
		1,710,00	2,280.00	570.00
51-20-561 DUES AND PUBLICATIONS 51-20-563 TRAINING	0,00	366.56	600.00	233,44
51-20-565 CONFERENCES	0.00 0.00	381.30	3,900.00	3,518:70
		0.00	0.00	0,00
51-20-571 ELECTRIC POWER	3,037.15	17,950.02	31,653,00	13,702,98
51-20-592 COMPREHENSIVE INSURANCE	0.00	34,317.00	37,945.00	3,628.00
51-20-595 OTHER PROFESSIONAL SERVICES	0.00	818.00	900,00	82.00
51-20-611 MAINT. SUPPLIES - BUILDING	0.00	0.00	350,00	350,00
51-20-616 MAINT. SUPPLIES-WATER SYSTEM	270,12	29,849.39	64,417_00	34,567.61
51-20-651 OFFICE SUPPLIES	0,00	165.22	1,900.00	1,734.78
51-20-653 SMALL TOOLS	400.00	1,598.00	1,598.00	0.00
51-20-656 UNLEADED FUEL	0.00	0.00	0.00	0,00
51-20-657 DIESEL FUEL	0.00	0.00	600,00	600.00
51-20-659 CHEMICALS	0.00	19,482.05	37,760.00	18,277.95
51-20-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
51-20-830 CAPITAL OUTLAY - EQUIPMENT	1,005,00	6,000.00	6,000.00	0.00
51-20-953 INTERFUND TRANS	0,00	118,127.16	166,375.00	48,247,84
Total Operating Expense	\$38,032.06	\$494,323.97	\$727,317.00	\$232,993.0
Total Expense	\$38,032.06	\$494,323.97	\$727,317.00	\$232,993.0
Excess Revenue Over Expenses	(\$13,951.56)	\$18,808.05	\$0.00	(\$18,808.0

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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YTD 5/1/2017 to 12/31/2017

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	Actual	Actual	Budget	Variance
52 - SEWER ACCOUNT	Current	YTD	YTD	YTD
Operating Revenue				
52-00-372 SEWER CHARGES	20,042.05	334,760.53	478,933.00	144,172.47
52-00-373 LIFT STATION CHARGES	423.31	7,755.55	11,200.00	3,444.45
52-00-374 DEBT SERVICES CHARGES	4,231.36	73,900.57	110,400.00	36,499.43
52-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
52-00-389 MISC. INCOME	0.00	0.00	0.00	0.00
52-00-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
52-00-396 RESERVE CASH-SEWER FUND	0.00	0.00	20,000.00	20,000.00
52-23-393 TRANS FROM SEWER FUND	0.00	0.00	0.00	0.00
Total Operating Revenue	\$24,696.72	\$416,416.65	\$620,533.00	\$204,116.35
Total Revenue	\$24,696.72	\$416,416.65	\$620,533.00	\$204,116.35
Operating Expense				
52-21-421 SALARIES FULL-TIME	15,949.84	122,500.86	169,400.00	46,899.14
52-21-422 SALARIES PART-TIME	0.00	0.00	0,00	0.00
52-21-423 OVERTIME	1,057.91	6,662.83	9,569.00	2,906.17
52-21-451 HEALTH INSURANCE	2,969.43	22,100.00	29,487.00	7,387.00
52-21-461 SOCIAL SECURITY	1,270.51	9,395.89	13,615,00	4,219.11
52-21-462 IMRF	2,193.87	13,530.16	19,719.00	6,188.84
52-21-471 UNIFORM ALLOWANCE	498.85	3,545.30	4,500.00	954.70
52-21-512 MAINT. SERVICE - EQUIPMENT	0.00	8,000.00	8,000.00	0.00
52-21-513 MAINT. SERVICE - VEHICLES	0.00	928.20	1,900.00	971.80
52-21-518 MAINT SERVICE SEWER SYSTEM	0.00	16,900.00	16,900.00	0.00
52-21-532 AUDIT	0.00	5,000.00	5,000.00	0.00
52-21-533 ENGINEERING	0.00	920.69	1,000.00	79.31
52-21-534 LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
52-21-536 DATA PROCESSING SERVICES	0.00	962.20	5,300.00	4,337.80
52-21-537 LABORATORY ANALYSIS	0.00	3,357.37	7,207.00	3,849.63
52-21-549 OTHER PROFESSIONAL SERVICES	0.00	591.80	1,650.00	1,058.20
52-21-551 POSTAGE	0.00	991.96	1,900.00	908.04
52-21-552 TELEPHONE	0.00	1,140.00	2,280.00	1,140.00
52-21-562 IEPA PERMIT FEES	0.00	11,000.00	11,000.00	0.00
52-21-563 TRAINING	260.00	625.00	3,900.00	3,275.00
52-21-571 ELECTRICAL POWER	5,516.73	40,658.27	65,588.00	24,929.73
52-21-574 NATURAL GAS	795.18	2,651.59	5,900.00	3,248.41
52-21-592 COMPREHENSIVE INSURANCE	0.00	34,317.00	37,945.00	3,628.00
52-21-595 OTHER PROFESSIONAL SERV	3,750.00	30,000.00	45,000.00	15,000.00
52-21-611 MAINT, SUPPLIES - BUILDING	0.00	497.35	500.00	2.65
52-21-612 MAINT, SUPPLIES - EQUIPMENT	0.00	2,471.81	2,700.00	228.19
52-21-617 MAINT. SUPPLIES-SEWER SYSTEM	0.00	1,528.17		871.83
52-21-651 OFFICE SUPPLIES	0.00	450.46	2,400.00	
52-21-653 SMALL TOOLS	0.00	0.00	900.00	449.54
52-21-657 DIESEL FUEL			0.00	0.00
	0.00	0.00	0.00	0.00
52-21-820 NEW EQUIPMENT	0.00	0.00	0.00	0.00
52-21-830 CAPITAL IMPROV CONTRIB	0.00	0.00	0.00	0.00
52-21-952 CAPITAL IMPROV CONTRIB	0.00	0.00	0.00	0.00
52-21-953 INTERFUND TRANS	0.00	12,673.00	143,073.00	130,400.00
52-22-953 INTERFUND TRANS (TO GENERAL)	0.00	0,00	0.00	0,00
Total Operating Expense	\$34,262.32	\$353,399.91	\$620,533.00	\$267,133.09
Total Expense	\$34,262.32	\$353,399.91	\$620,533.00	\$267,133.09

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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YTD 5/1/2017 to 12/31/2017

	Actual	Actual	Budget	Variance
52 - SEWER ACCOUNT	Current	OTY	YTD	YTD
Excess Revenue Over Expenses	(\$9,565.60)	\$63,016.74	\$0.00	(\$63,016.74)

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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YTD 5/1/2017 to 12/31/2017

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& SEWER CAPITAL IMPR	Actual	Actual	Budget	Variance
· · · · · · · · · · · · · · · ·	Current	YTD	YTD	YTD
Revenue				
NTEREST INCOME	0.00	0.00	0.00	0.00
DOT GRANT-ILLIANA CORRIDOR PLANNIN	0.00	0.00	0.00	0.00
VATER TAP-INS	4,118.00	16,130,00	0.00	(16,130.00)
SEWER TAP-INS	8,566.00	33,530.00	0.00	(33,530.00)
NTEREST	10.33	67.19	150.00	82.81
NTERFUND TRANSFERS	0.00	0.00	0.00	0.00
OAN PROCEEDS-IPEA WASTEWATER	0.00	0.00	8,200,000.00	8,200,000.00
RESERVE CASH - CAPITAL	0.00	0.00	79,750.00	79,750.00
ENCUMBRANCES	0.00	0.00	0.00	0,00
ting Revenue	\$12,694.33	\$49,727.19	\$8,279,900.00	\$8,230,172.81
nue	\$12,694.33	\$49,727.19	\$8,279,900.00	\$8,230,172.81
Expense				
MAINT SERV - WATER SYSTEM	0.00	0.00	2,500.00	2,500.00
METER REPLACEMENT PROGRAM	0.00	23,292.40	29,400.00	6,107.60
CAPITAL OUTLAY- INFRAS	0.00	0.00	8,200,000.00	8,200,000.00
MAINT SERV - SEWER SYSTEM	2,156.81	2,156.81	22,500.00	20,343.19
ENGINEERING	0.00	11,590.00	15,000.00	3,410.00
PLANNING SERVICES	252.97	1,060.51	6,000.00	4,939.49
OTHER PROFESSIONAL SERVICES	0.00	575.00	4,500.00	3,925.00
CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
NTERFUND TRANSFERS	0 00	0.00	0.00	0.00
ating Expense	\$2,409.78	\$38,674.72	\$8,279,900.00	\$8,241,225.28
nse	\$2,409.78	\$38,674.72	\$8,279,900.00	\$8,241,225.28
venue Over Expenses	\$10,284.55	\$11,052.47	\$0.00	(\$11,052.47

Budget Revenue & Expense Report

Current: 12/1/2017 to 12/31/2017

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YTD 5/1/2017 to 12/31/2017

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54 - WATER & SEWER DEBT SERVICE	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue		5	115	110
54-21-393 TRANS FROM WATER FUND	0.00	13,472.00	10,038.00	(3,434.00)
54-22-336 UTILITY TAX	12,953.44	112,956.56	186,736.00	73,779.44
54-22-346 1/2% INFRA SALES TX	13,690.86	94,746.40	138,424.00	43,677.60
54-22-381 INTEREST INCOME	33.73	204.73	510.00	305.27
54-22-391 1ST COMM BK-WWTP LOAN PROCEEDS	0.00	0.00	0.00	0.00
54-22-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
54-22-394 TRANSFER FROM SEWER FUND	0.00	0.00	110,400.00	110,400.00
54-22-395 TRANSFER FROM REFUSE FUND	0.00	0.00	0.00	0.00
54-22-396 RESERVE CASH	0.00	0.00	289,272.00	289,272,00
Total Operating Revenue	\$26,678.03	\$221,379.69	\$735,380.00	\$514,000.31
Total Revenue	\$26,678.03	\$221,379.69	\$735,380.00	\$514,000.31
Operating Expense				
54-21-533 ENGINEERING	0.00	141,410.30	300.000.00	158,589.70
54-21-711 2013 INSTALLMENT CONTRACT	0.00	81,647.03	81,642.00	(5.03)
54-22-712 2018 BALLOON LOAN	361,66	2,941,52	353,738.00	350,796.48
54-22-713 1996 IEPA LOAN	0.00	0.00	0.00	0.00
54-22-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
54-22-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
54-23-716 WASH TWP BUILDING PMT	0.00	0.00	0.00	0.00
Total Operating Expense	\$361.66	\$225,998.85	\$735,380.00	\$509,381.15
Total Expense	\$361.66	\$225,998.85	\$735,380.00	\$509,381.15
Excess Revenue Over Expenses	\$26,316.37	(\$4,619.16)	\$0.00	\$4,619.16

Budget Revenue & Expense Report

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YTD 5/1/2017 to 12/31/2017

	1103/112017 to 12/31/2017			Page 17
55 - WATERMAIN REPLACEMENT FUND	Actual Current	Actual YTD	Budget	Variance
	Current	TIU	YTD	YTD
Operating Revenue				
55-21-381 INTEREST INCOME	29.51	247.59	300.00	52,41
55-21-393 INTERFUND TRANS	0.00	79,685.16	151,367.00	71,681.84
55-21-394 LOAN PROCEEDS - IEPA DRINK WAT	0.00	851,474.31	1,182,000.00	330,525,69
55-21-396 RESERVE CASH	0.00	0,00	0.00	0.00
55-21-397 ENCUMBRANCES	0.00	0.00	0,00	0.00
Total Operating Revenue	\$29.51	\$931,407.06	\$1,333,667.00	\$402,259.94
Total Revenue	\$29.51	\$931,407.06	\$1,333,667.00	\$402,259.94
Operating Expense				
55-21-533 ENGINEERING	869.96	63,722.79	136,500.00	72,777.21
55-21-714 DEBT SERV - 2017 IEPA LOAN	0.00	0.00	0.00	0.00
55-21-861 CAPITAL OUTLAY-PENFIELD MAIN	0.00	1,000,390.05	1,051,000.00	50,609.95
55-21-862 CAPITAL OUTLAY-ELM/BIRCH MAIN	0.00	0.00	0.00	0.00
55-22-951 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	146,167.00	146,167.00
Total Operating Expense	\$869.96	\$1,064,112.84	\$1,333,667.00	\$269,554.16
Total Expense	\$869.96	\$1,064,112.84	\$1,333,667.00	\$269,554.16
Excess Revenue Over Expenses	(\$840.45)	(\$132,705.78)	\$0.00	\$132,705.78

Village of Beecher

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Todd Kraus

February 13, 2018

Janine Farrell
Development Analyst II
Will County Land Use Department
58 E. Clinton Street, Suite 100
Joliet, IL 60432

RE: SPECIAL USE PERMIT REQUEST IN AN A-1 DISTRICT
BORREGO SOLAR SYSTEMS
17.62 ACRES ON THE NORTH SIDE OF INDIANA AVENUE
BETWEEN COTTAGE GROVE AND STONEY ISLAND (ANDRES FARM)
LETTER OF NON-OBJECTION

Dear Ms. Farrell:

Upon recommendation of the Beecher Planning and Zoning Commission, the Village Board has approved a motion to submit a letter of non-objection for a special use permit to permit the construction of a solar farm on the north side of Indiana Avenue between Cottage Grove and Stoney Island on property commonly known as the Andres Farm consisting of approximately 17 acres on the condition that the permitee complies with the new section of the Will County Zoning Ordinance pertaining to special use permits for solar power generation facilities.

Sincerely Yours,

Robert O. Barber Village Administrator

cc: Matt Walsh, GreenbergFarrow

Village of Beecher

625 Dixie Highway
PO Box 1154
Beecher, Illinois 60401
Phone: 708-946-2261
Fax: 708-946-3764
www.villageofbeecher.org



<u>President</u> Greg Szymanski

Janett Conner

Administrator Robert O. Barber Trustees
Scott Wehling
Jonathon Kypuros
Marcy Meyer
Frank Basile
Stacy Mazurek
Todd Kraus

February 13, 2018

Janine Farrell
Development Analyst II
Will County Land Use Department
58 E. Clinton Street, Suite 100
Joliet, IL 60432

RE: SPECIAL USE PERMIT REQUEST IN AN A-1 DISTRICT
BORREGO SOLAR SYSTEMS
17.62 ACRES ON THE SOUTH SIDE OF INDIANA AVENUE
BETWEEN COTTAGE GROVE AND STONEY ISLAND (ANDRES FARM)
LETTER OF NON-OBJECTION

Dear Ms. Farrell:

Upon recommendation of the Beecher Planning and Zoning Commission, the Village Board has approved a motion to submit a letter of non-objection for a special use permit to permit the construction of a solar farm on the south side of Indiana Avenue between Cottage Grove and Stoney Island on property commonly known as the Andres Farm consisting of approximately 17 acres on the condition that the permitee complies with the new section of the Will County Zoning Ordinance pertaining to special use permits for solar power generation facilities.

Sincerely Yours,

Robert O. Barber Village Administrator

cc: Matt Walsh, GreenbergFarrow



21 South Evergreen Avenue
Suite 200
Arlington Heights, IL 60005
847.788.9200
www.greenbergfarrow.com
We Are Global

Letter of Transmittal

December 20, 2017

To Robert Barber Village Administrator Village of Beecher Hall 625 Dixie Highway Beecher, IL 60401 **Project**

BSSI - SOUTH S. Cottage Grove Ave, WILL COUNTY

Project #

20170963.1

From

Matt Walsh

We are sending you the following enclosures via Air Express - Standard for your use:

Copies	Date	Description
One (1)	12/20/2017	SUP Application
One (1)	12/20/2017	SUP Cover Letter
One (1)	12/01/2017	Area Map as prepared by GreenbergFarrow (11x17)
One (1)	12/19/2017	Site Plan as prepared by GreenbergFarrow (11x17)
One (1)	12/19/2017	Legal description and Exhibit of Project Area
One (1)	10/27/2017	Redacted Lease
One (1)	12/19/2017	Decommission Plan
One (1)	12/06/2017	Copy of NRI Application to Will/South Cook Soil & Water Conservation District
One (1)	11/30/2017	FAA - Notice Criteria Results Showing No Notice is Required
One (1)	10/12/2017	Initial Wetland Findings Report
One (1)	11/29/2017	IDNR Formal Consult Termination Letter



Message

Robert,

Please find the enclosed requested submittal documents and plans for your review and use. This submission package is an exact replication of the SUP submission made to Will County's Land Use Department. Should you have any questions or need any additional information, please do not hesitate to contact me.

Matt Walsh **Site Development Coordinator** 21 South Evergreen Avenue, Suite 200, Arlington Heights, IL 60005 t: 224.324.4491

If enclosures are not as noted, please contact sender at once.

Copies



21 South Evergreen Avenue
Suite 200
Arlington Heights, IL 60005
847.788.9200
www.greenbergfarrow.com

We Are Global

December 19, 2017

Janine Farrell
Development Analyst II
Will County Land Use Department
58 East Clinton Street
Suite 100
Joliet, IL 60432

Re: Special Use Permit Request Proposed Ground-Mounted Solar Farm SEQ E Indiana Ave & S Cottage Grove Ave

Dear Ms. Farrell, Members of the Planning & Zoning Commission, Members of the Land Use & Development Commission and Members of the County Board:

On behalf of our client Borrego Solar Systems, Inc. (BSSI), enclosed and below please find our completed, project narrative description, application fee and supporting documents as required for Special Use Permit request.

Project Narrative:

Borrego Solar Systems, Inc. is requesting a Special Use Permit to allow for development of up to one, 2MW ground-mounted distributed generation solar farm facility on an existing farmland parcel of approximately 117.40-acres located at the SEQ E Indiana Ave/S Cottage Grove Ave. The project area requested Special Use Permit approval is approximately 17.62-acres. The property lies within the County's A-1 Zoning District.

It is our understanding that the solar industry is currently working with the Illinois County Assessors Association to create a standardized way in which a separate tax lot can be created for purposes of property assessment for solar. It is further understood that, similar to existing wind statute legislation, the development of this anticipated statutory text will provide a mechanism for creation of a tax lot that does not constitute a "subdivision" per the Illinois Plat Act. We are therefore not anticipating the need for subdivision of the property.



Janine Farrell
Will County Land Use Department
SUP Request
SEQ E Indiana Ave & S Cottage Grove Ave

In your review of this Special Use Permit request, we ask that staff, the Planning & Zoning Commission, Land Use & Development Commission, and the County Board consider the following:

I. Project improvements:

- Solar panel arrays with trackers/racking/string inverters;
- Concrete pad-mounted transformers/switch gear;
- Data Acquisition System (DAS) for remote monitoring;
- Riser poles with overhead power lines for interconnection point on along Indiana Avenue.
- Underground trenching/cabling;
- Perimeter security fencing at 7 ft. height as required per National Electric Code (NEC). The fenced area is approximately 12.0 acres and will include a gated main entry with an additional man-door access;
- Location of proposed structures is in compliance with County setback requirements.
- Limited area of gravel/paved drive for site access and maintenance;
- Drainage flow through the site will be maintained;
- Post-construction site area to be seeded with low-mow seed mix;
- Decommissioning of the project upon completion of the lease term has been contemplated by the lease agreement. Additionally, we have included with our submission a decommissioning plan that includes information regarding salvage value.

Additionally:

- The location for the solar farm improvements has been selected to avoid any impacts to potential wetlands located off-site along the east property boundary. An "Initial Findings Report" was prepared by a Wetland Consultant that provides evidence the project area is well outside of any wetlands or wetland buffer areas report attached. A request for a letter of no objection has been submitted to the Army Corp of Engineers.
- Initial Endangered and Threatened Species investigation has indicated the project area does not contain suitable habitat for potential Endangered and Threatened Species. Subsequently, a formal Illinois Department of Natural Resources EcoCAT consult was initiated and terminated – see attached termination letter.
- An Archeological Phase I survey has been requested by the IDNR Illinois State Historic
 Preservation Office and this survey is currently underway. Results are expected to be made
 available in advance submission for site plan and building permit review.
- NRI/LESA application and request have been submitted to Will/South Cook Soil & Water Conservation District – findings are attached.
- Per the FAA's Notice Criteria Tool, the project's proposed maximum elevation and proximity to local airports, a Notice will not be need to filed with the FAA – see attached Notice Criteria Tool results.

Janine Farrell
Will County Land Use Department
SUP Request
SEQ E Indiana Ave & S Cottage Grove Ave

II. Compliance with Standards for Special Uses (Sec. 155-16.40):

Regarding Sec. 155-16.40, I., it is our opinion that granting of a Special Use Permit for the proposed project will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's Comprehensive Plan for development.

Additionally, it is our hope that the Commissions and Board will find that granting of this Special Use request:

- 1. Will not be detrimental to or endanger the public's health, safety, morals, comfort, or general welfare of the inhabitants of Will County nor will it otherwise create a nuisance. Solar systems are composed of non-toxic materials that do not produce emissions and do not leach or erode. The entire site will be secured with a 7-foot fence to provide safety and prevent unintended access to the project area. The inverter is the greatest source of noise on the property. The inverter is centrally located, ensuring the minimum distance from a property line is more than 375 feet. At this distance the noise generated by the inverter will not be above the existing ambient noise and would be comparable to the sound of rustling leaves. While some upward reflections occur from the panels, the panels are treated with an anti-reflective coating to ensure that minimal glare occurs. Additionally, the site is located in an area with very low population density and is not anticipated to affect the public's comfort or welfare.
- 2. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted by the zoning standards, nor substantially diminish or impair property values. Although solar farms are relatively new to Illinois, studies in other states have shown no decrease in adjacent property values due to solar use implementation.
- 3. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. In our opinion, the proposed development is characterized as lowimpact and will not impede the development of adjacent properties for uses already permitted in the A-1 zoning district.
- 4. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided to serve the proposed use. Generally, the proposed solar development does not require access to traditional utilities such as natural gas, water or sanitary sewer. The routing of the electrical infrastructure required to connect to the ComEd electric system is shown on the enclosed plans. A limited access driveway has been proposed to access the development. Additionally, there is very little impervious surface proposed and existing drainage flows will be maintained. In addition, the introduction of low-mow seeding in the development areas (versus seasonal agricultural planting) will reduce run-off rates in the project area. Through the Site Development Permit, Driveway Permit and Building Permit processes the applicant will comply with the requirements of the Will County DOT, Beecher Fire Protection District and the Will County Health Department.
- 5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. There will be no personnel located on site other than occasional site visits for maintenance. The applicant will obtain approval for ingress and egress from the Will County DOT through the Driveway Permit process.

Janine Farrell
Will County Land Use Department
SUP Request
SEQ E Indiana Ave & S Cottage Grove Ave

6. The proposed use and enclosed plans conform to the applicable regulation of the A-1 zoning district and the anticipated solar ordinance that we understand will be adopted by Will County in the near future.

On behalf of Borrego Solar Systems, Inc., we thank you in advance for your consideration of our request for approval. We look forward to review of our submittal at Planning & Zoning Commission hearing on March 6^{th} , 2018. In the interim, please contact us with any questions regarding our submittal or if any additional information is required.

Sincerely,

Matt Walsh, PLA

Site Development Coordinator

Enclosures: per the attached Transmittal;



Full Name

APPLICATION FOR SPECIAL USE PERMIT / VARIANCE EXTENSION

Will County Land Use Department • Development Review Division 58 E. Clinton St., Suite 500 • Joliet, Illinois 60432
Telephone (815) 740-8140 • Facsimile (815) 774-3386
Internet Site - http://www.willcountylanduse.com

Special Use Permit / Variance Extension #	(staff only)
PART A – APPLICANT INFORMATION	

Borrego Solar System, Inc. c/o Justin Hardt

Owner Information

	Number & Street: 1 N. State Street, Suite 1500					
Owner Address	City: State:		1300	Zip Code:		
	Chicago	IL			60602	
Contact Information	215-266-9753		ardt@borreg		om	
	Agent Info	medici) (if different from			
Full Name	Walsh	Last:		First: Matt		
Agent Address	21 S. Evergr	Number & Street: 21 S. Evergreen Avenue, Suite 200				
Agent Address	City: Arlington Heights	State:		Zip Code: 60005		
Contact Information	Phone: 224-324-4491	E-170pm				
Agency/Firm Name	GreenbergFarrow	-				
		may Ind	ormation			
Full Name	N/A			First:		
	Number & Street:					
Attorney Address	CHy:	State:		Zip Code:		
Contact Information	Phone:	Phone: Emall:		<u> </u>		
Agency/Firm Name N/A						
PART B – EXISTING PROPERTY INFORMATION						
	Existing	Propert	y Informatic	n		
PIN(s)	22-22-23-100-001					
Parcel Size	118.69 acres					
Township	Washington		Section		14	
Property Address	Number & Street: Unassigned E. Indiana Avenue					
Property Address	City: Beecher		State:		Zip Code: 60401	
Current Zoning	A-1		Current Lar	nd Use	Agricultural	
Water Supply (check one)	Public Wel	I	Sanitary Sy	stem	Sewer	Septic
Special use permit /	Variance extension	Page	1 of 3			12/4/12

PART C - SPECIAL USE PERMT / VARIANCE INFORMATION

Approved	Special Use / Variance Information
Zoning case #	The state of the s
Date zoning case approved:	
Purpose of extension request(s):	
190	
**************************************	********************************
	Office Use Only
First extension request	Second extension request

PART D - SIGNATURE AND NOTARIZATION

I, certify that all statements contained in this application and any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

I, consent to the entry in or upon the premises described in this application by any authorized official of the County of Will for the purposes of completing any reviews deemed necessary by the submittal of this application.

I, have read and understand all applicable sections of the Will County Zoning Ordinance.

Owner, agent or attorney printed name and signature:

Name (identify owner/agent/attorney)

Matt Walsh, GreenbergFarrow (Agent)

<u>Signature</u>

SUBSCRIBED AND SWORN TO BEFORE ME

this 214 day of November, 20 17.

Notary Public

"OFFICIAL SEAL"

GALE M. GANG!

Notary Public, State of Illinois
My Commission Expires 03/26/18

PROJECT AREA DESCRIPTION (SOUTH)

THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 23 IN TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 47 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION, 574.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 09 MINUTES 55 SECONDS EAST, 60.00 FEET; THENCE NORTH 88 DEGREES 47 MINUTES 13 SECONDS EAST, 573.75 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 46 MINUTES 29 SECONDS EAST ALONG SAID EAST LINE, 1036.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 743.75 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 23 SECONDS WEST, 1080.95 FEET TO SAID NORTH LINE OF SECTION 23; THENCE NORTH 88 DEGREES 47 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE, 155.68 FEET TO THE POINT BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

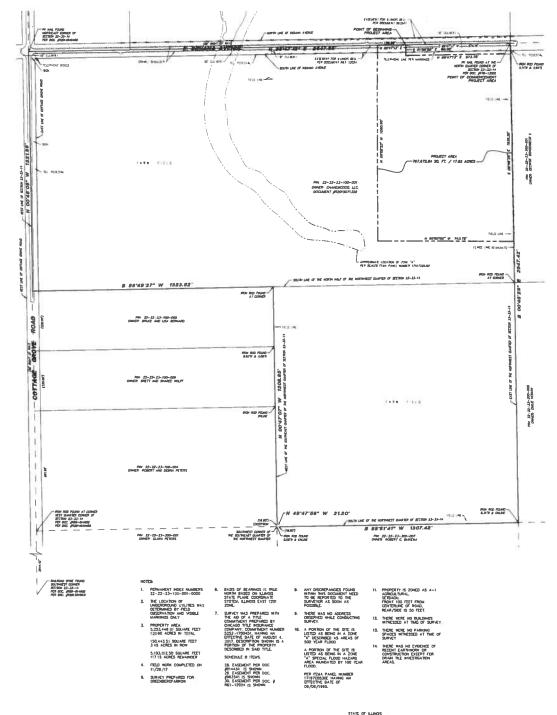
10 10 10 TT PROJECT NUMBER: 905-1947 Postson S COTTAGE GROVE AVE, BEECHER, IL 60401 T-1 SOUTH S COTTAGE GROVE AVE SITE USE PLANS EXSTRUC CONDITIONS PLAN LATFOUT AND MATERIALS — SOUTH GRADING AND ENGINE PLAN — SOUTH CHA. DETAILS Sheet Title DRAWING LIST Sheet Number 1-1 C-13 C-20 C-20 C-30 SOUTH S COTTAGE GROVE AVE REV 1.0 2592.0 kW DC STC RATED SOLAR ELECTRIC SYSTEM S COTTAGE GROVE AVE, BEECHER, IL 60401 GENERAL ABBREVIATIONS DISTING AUTHORITY HAVING AUREDICTION BORREZO SOLAR SYSTEM CENTERLME DATA ACQUISTION SYSTEM DAMETER LOCATION MAP MEN WAS CALVES TO THE WAS CALV 2000.0 KW 240 -52 DEC/+52 DEC STRUCTURY, ENCHETR Frai: Borreed Solar Systems, Inc. Contact: Michael Relig Prove: (978)-221-3099 ELECTRICAL, ENGNETH FIRE BORREGO SOLAR SYSTEMS, INC. CONTACT: PAT RETELLE, P.E., PAP PRONE: (973)-610-2264 SYSTEM SZZE (AC) CASL, ENGMETR Fible: GREZHBERGZARROW CORTACT: (CBR WILLIAMS PHONE: (781) 929-1851 CEC EFFCENCY OF STRENGS CEE PATING TILT ANGLE ARRAY TECHNOLOGES DURA TRACK HZ V3 (6480) LG ELECTRONICS LG 400hZW-AS (16) SUNCROW SCIZSHY 1807 (SOUTH = 1807) SYSTEM DESCRIPTION AUTHORITY HARMG AUSTSACTION WILL COUNTY 58 EAST CLANTON STREET, SUITE 100 JOHET, IL 60432 PROJECT DIRECTORY SYSTEM SIZE (DC STC) 2592.0 KW PROJECT SCOPE LACCORRER ALYCE FRANTZ (312) 218–3516 S COTFACE GROVE AVE BEEDER, 1. 50401 UTILITY COLGLIDAMEALTH EDISON MODULES PER STRING BATTER OF ANY END TOTALIN IN COMPANCE WITH LL. LISTING RECURDENTS MO THE REMEMBER OF ME THE METHOD OF THE METHOD O BECOMMENT ACCOUNTS THE RESPONSE IS EXCENTED ON THE FALSE REQUEST ON THE ACCOUNTS COUNTY AND COUNTY V RODENSHAPTOR, E DERBOXON SELECTION, HE CHARLOTTON, EACH AND THE PRESENCE OFFICIAL PROPERTIES, HERALE STANDARD THE CONSTRUCTION, HE CHARLOTTON, HE CHARLOTT "CONTRACTOR" IS ASSUMED TO BE BORREDO SOLAR SYSTEMS, INC BORBERG. COCKINATE THESE DAMINGS WITH SPECIFICATIONS AND ANALESCENERS INSTITUTION AND OPERATION ANALYS. AND NOTEY BORBERG OF ANY DISCREPANCES PRORT IN BEDWARDS. 2009 WATKAN, DETIRON, CODE 2009 WATKAND ALL BALLING CODE 11.1711 - SOLAN WOOLLS. 11.1711 - MATRIES, COMMENT SYSTEM, AND CLAMPING DEVICES FOR PV WOOLLS. APPLICABLE CODES AND STANDARDS

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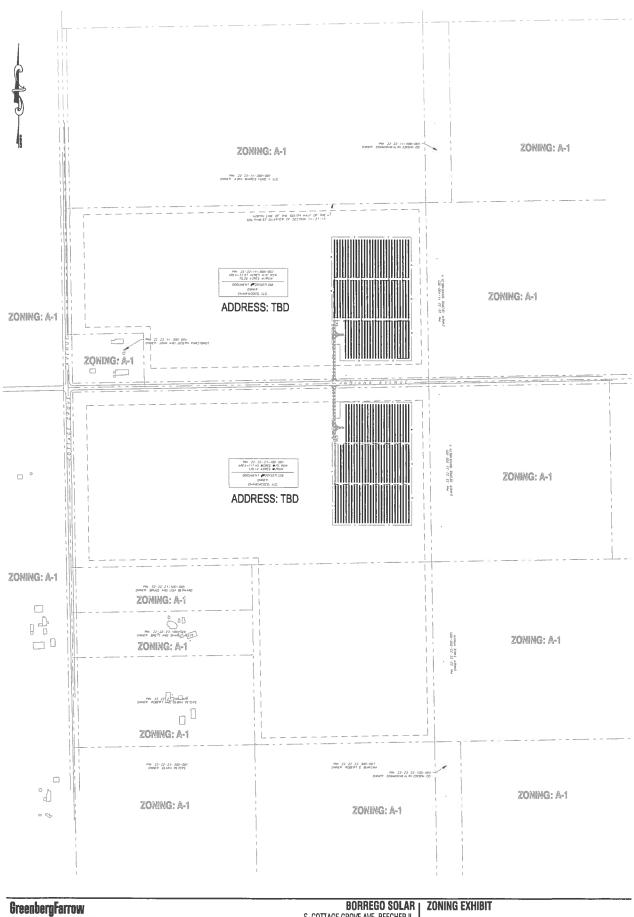
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PRELIMINARY 12/19/17
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ALTA / NSPS LAND TITLE SURVEY BORREGO SOLAR SOUTH COTTAGE GROVE AVE (SOUTH) BEECHER, ILLINOIS

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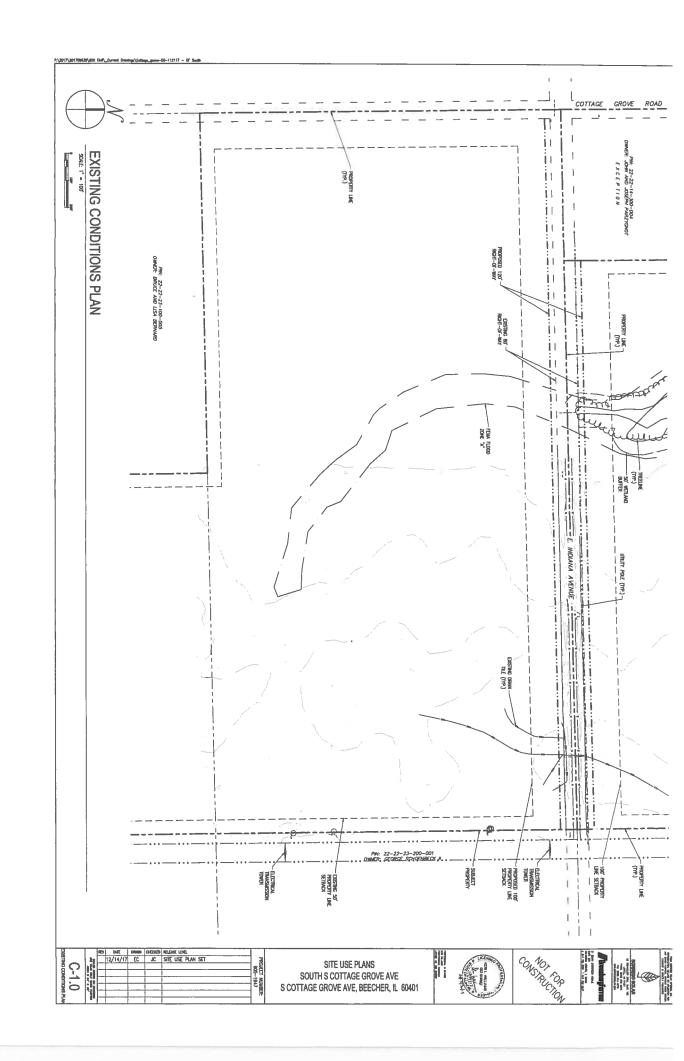


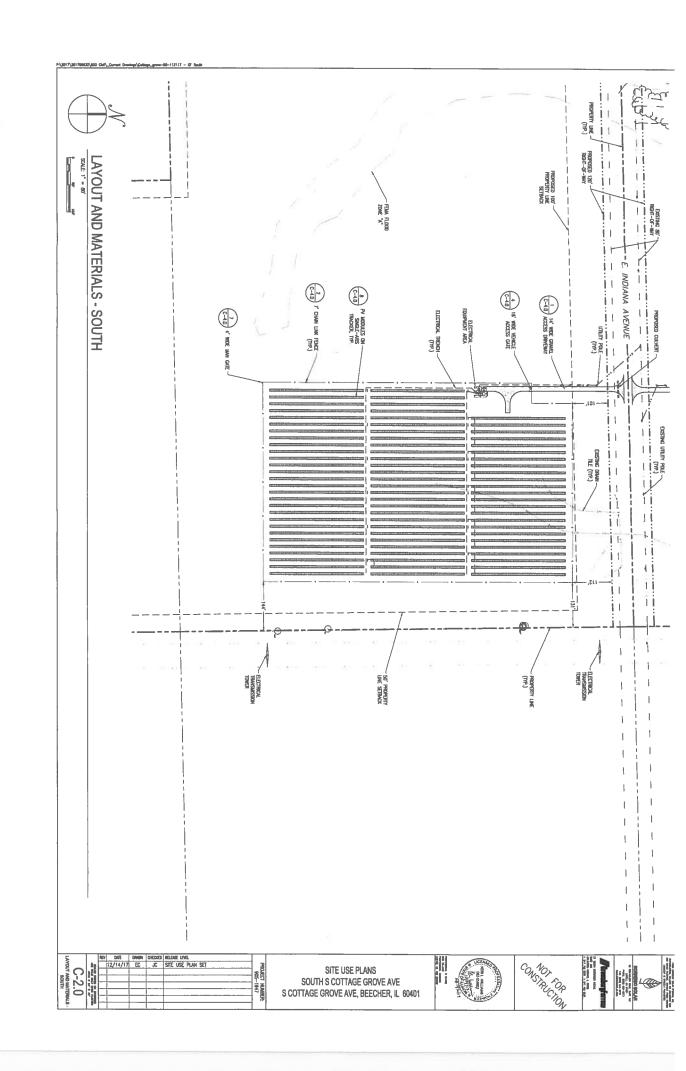
21 South Evergreen Avenue, Suite Arlington Heights, Illinois 50005 t: 847 788 9200 f: 847 788 9536

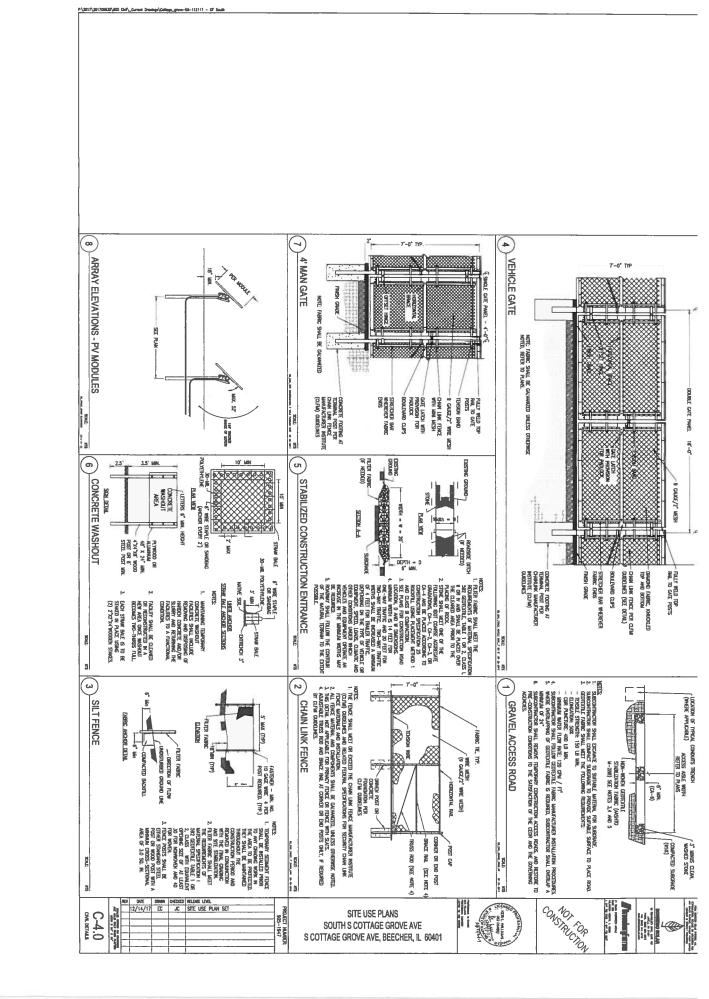
S. COTTAGE GROVE AVE, BEECHER IL

20170963 0 **EX-01**

DATE 12/01/2







COVER SHEET

OPTION AND LEASE AGREEMENT

Effective Date	October 27, 2017		
Lease Commencement Date			
Lessor	Chanemcoco, LLC		
Lessee	312 Solar Development, LLC		
Property address	S. Cottage Grove Avenue, Beecher, I	L (Parcel No. 22-22-23-100-001)	
Option Payment			
First Additional Option Payment			
Second Additional Option Payment			
Rent			
Lease Term	The term commencing on the date of ending on the Expiration Date, subject Lease Term for up to four (4) addition years each.		
Expiration Date	The date that is twenty (20) years from the Commercial Operation Date, as may be extended pursuant to this Agreement.		
Addresses for Notices	Lessee: 312 Solar Development, LLC c/o Borrego Solar Systems, Inc. 360 22 nd Street, Suite 600 Oakland, CA 94612 With a copy to: Borrego Solar Systems, Inc. 360 22 nd Street, Suite 600 Oakland, CA 94612 Attn: General Counsel	Lessor: Chanemcoco, LLC Charlotte Alyce Andres 5116 Woodland Ave. Western Springs, IL 60558	

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (this "Agreement") is dated as of the Effective Date and is entered into by and between Lessor and Lessee (each a "Party" and together, the "Parties").

RECITALS

- A. Lessor owns the real property, together with any rights, benefits and easements appurtenant to such real property more particularly described in the attached **Exhibit A** (the "**Property**").
- B. Lessee desires to obtain the exclusive right to occupy a portion of the Property more particularly described in the attached **Exhibit B** (the "**Premises**") and, if described in the attached **Exhibit B**, Easements, and to enjoy all the rights necessary for Lessee to occupy, develop, design, engineer, access, construct, monitor, install, own, maintain, and operate one or more solar photovoltaic electric power generating and storage Systems as well as ancillary buildings, structures, fixtures, or enclosures necessary or desirable in connection therewith to be located upon, under, on and within the Premises and the Easements, if applicable, or any portion thereof and all rights necessary or desirable for Lessee to sell the energy generated by such System and any and all other credits, solar renewable energy credits, and any other environmental financial attributes created as a result of such energy generation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Lessee and Lessor hereby agree to and intend to be bound by the foregoing recitals and as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them on the Cover Sheet or in <u>Exhibit C</u>.
- 2. Access to Property. Commencing on the Effective Date and throughout the Option Term and Lease Term, Lessee shall have the right to enter upon the Property to perform all effort and labor necessary to carry out tests, inspections, surveys and investigations ("Tests"), and design, engineer, construct, install, inspect, test, operate, upgrade, repair and maintain the Systems on the Premises. Lessor shall not interfere with the Tests or installation of the System or enter onto, move, adjust, alter, tamper with, or otherwise handle any Lessee equipment or any component of the System.

3. Option to Lease the Premises.

- (a) <u>Grant of Option</u>. Lessor hereby grants to Lessee an option to lease the Premises on the terms and conditions set forth in this Agreement (the "Option").
- (b) <u>Time and Manner of Exercise of the Option</u>. The Option shall be for an initial term of five hundred forty (540) days after the Effective Date (as it may be extended, the "*Option Term*"). The Option Term may be extended by Lessee for up to two (2) additional three hundred sixty-five (365) day periods upon notice to Lessor within thirty (30) days of the end of the then-current Option Term. If Lessee extends the Option Term, then Lessee shall pay Lessor the First Additional Option Payment. If Lessee extends the Option Term a second time, then Lessee shall pay Lessor the Second Additional Option Payment. For the avoidance of doubt, Lessee intends to develop and construct the Systems during the Option Term, and commence the Lease Term on the Commercial Operation Date.
- (c) Option Payment. The Option Payment shall be paid by Lessee to Lessor within forty-five (45) Business Days after the Effective Date of this Agreement, and any Option extension payments are to be paid within thirty (30) days of the end of the then-current Option Term; provided that Lessor, its successors, assigns and/or designee, if any, has submitted to Lessee any documents reasonably required by Lessee in connection with the payment of the Option Payment, including, without limitation, an IRS Form W-9.
- (d) <u>Lessor Cooperation</u>. During the Option Term and throughout the Lease Term, Lessor shall cooperate with (i) the performance of Tests, at Lessee's expense, (ii) the obtaining by Lessee, at Lessee's

expense, of all licenses, and Permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities, including any approvals required to obtain a tax abatement for the Premises and/or the Property, as may be applicable, and any subdivision of the Property to be sought by Lessee in connection with the construction, operation and maintenance of the Systems, (collectively, "Governmental Approvals"), (iii) the securing by Lessee at Lessee's expense of all other leases, agreements, licenses, and Permits or authorizations that relate to either Property or Premises, and (iv) the securing by Lessee of any amendments to this Agreement reasonably necessary to accommodate the System, or to facilitate an assignment pursuant to Section 21. Lessor agrees and acknowledges that any amendment to the Agreement pursuant to this Section 3(d) shall not result in adjustment of the Rent unless otherwise required under this Agreement. Lessor authorizes Lessee and its Affiliates to act as Lessor's agent for submission of applications and related plans, documents and recordings, and to appear before boards and other officials, with respect to obtaining approvals for solar installations to be constructed on the Premises, and shall execute an authorization letter to that effect ("Authorization Letter"), in substantially the form attached hereto as Exhibit F. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at the Premises. In the event that a utility company requires an easement in connection with Lessee's use of the Premises during the Option Term or Lease Term, Lessor shall grant such necessary easement to the utility company, provided that such easement is in a commercially reasonable and recordable form. During the Option Term, Lessor shall have the right to continue operations on the Property, including farming and/or leasing the Property to a tenant farmer; provided, however, any such lease shall be terminable upon thirty (30) days' notice such that upon notice from Lessee that it will exercise the Option ("Pre-Exercise Notice") and/or start construction, Lessor shall terminate any lease on the Property and such termination shall be effective in no more than thirty (30)

4. Exercise of Option; Leased Premises; Easements; and Related Rights.

- (a) In order to exercise the Option, Lessee must deliver to Lessor a notice of exercise (the "Exercise Notice") prior to the expiration of the Option Term. The date of the Exercise Notice shall be the commencement of the Lease Term (the "Lease Commencement Date"). Subject to receipt of the Exercise Notice, Lessor hereby leases the Premises to Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, and maintain the System for the generation, storage and distribution of electrical power. Lessor hereby also grants to Lessee and the applicable utility company, at all times on a 24-hours-a-day, 7-days-a-week basis, for any purposes reasonably connected with this Agreement for a period co-terminus with the Lease Term, an easement which is irrevocable during the Lease Term for access, ingress, egress, utilities, and related rights as more particularly described on Exhibit B attached hereto (the "Easements").
- (b) <u>Utilities</u>. At Lessee's request and expense, Lessor shall provide or cooperate with the provision of electric current and water to the perimeter of the Premises; provided, however, separate meters for such utilities shall be installed at Lessee's expense and Lessee shall be responsible for all utility expenses. Lessor grants Lessee the right to install, use, modify, and remove water lines, sewer lines, storm water lines, overhead, and/or underground power lines, fuel lines, telephone and communication lines, pipelines, conveyors, and drainage ditches and/or canal systems within the Premises and/or Easements as are reasonably required for operation of the Systems, and use or modify the existing lines, ditches, and canal systems as may be reasonably required subject to Lessor's prior consent, which shall not be unreasonably delayed, conditioned, or withheld and given within ten (10) days of notification or otherwise deemed approved.
- (c) The Parties recognize that the descriptions of the Property, Premises and Easements are based on preliminary site discovery information, and that these descriptions are likely to be modified via amendment prior to construction. As such, Lessor hereby agrees to execute any amendment to this Agreement proposed by Lessee which modifies the Property, Premises and/or Easements, provided that such amendment is

reasonably necessary to accommodate (i) the Systems as designed, or (ii) the Systems as modified by Lessee to comply with the requirements of any Governmental Authority or the Local Electric Utility. For the avoidance of doubt, under no circumstances shall Lessor be entitled to any increase in Rent or other additional compensation under this Agreement as a result of an amendment to the description of the Property, Premises or Easements pursuant to this Section 4(c).

5. Rents & Payments.

- (a) During the period commencing on the Commercial Operation Date and ending on the Expiration Date (the "Operation Term"), Lessee shall pay rent to Lessor ("Rent"). Rent shall be due annually beginning on the Commercial Operation Date and on every one (1) year anniversary thereof during the Operation Term. In the event this Agreement is terminated by Lessee in accordance with this Agreement prior to the Expiration Date, Rent shall be non-refundable, unless Lessee terminates the Agreement pursuant to Section 18 or Section 22. Each Party, its successors, assigns and/or designee, if any, shall submit to the other Party any documents reasonably required by the other Party in connection with the payment of Rent, including, without limitation, an IRS Form W-9.
- (b) If any payment is not paid when due under this Agreement, it shall earn interest at the rate of the lesser of (i) one percent (1%) per month (and pro-rated for a partial month) and (ii) the maximum amount allowed by law from the time when the payment was due until the time it is paid.

6. Term and Termination; Removal.

- (a) The Lease Term shall commence on the Lease Commencement Date and terminate on the Expiration Date, as it may be extended, unless otherwise terminated pursuant to this Agreement.
- (b) If Lessee delivers the Exercise Notice prior to the Commercial Operation Date, then Lessee shall have the option, in its sole discretion, to terminate the Agreement at any time before the Commercial Operation Date.
- Except in the event of a termination by Lessee for an uncured Event of Default by the Lessor, if this Agreement expires or is terminated, Lessee shall complete removal of the System and any ancillary structures and repair any damage caused to the Premises and Easements by the installation or removal of the System or any ancillary structures ("System Removal") on or before the Removal Date at Lessee's sole expense. In connection with the System Removal, Lessor shall continue to provide Lessee and its Affiliates and subcontractors with access to the Premises and Easements until the Removal Date. In the event Lessee fails to complete the System Removal by the Removal Date, Lessor may provide notice to Lessee stating that Lessee has failed to complete System Removal (the "Abandonment Notice"). If Lessee fails to complete the System Removal within sixty (60) days after receipt of the Abandonment Notice, Lessor shall have the right, at its option, in its sole discretion, to complete System Removal by a qualified licensed contractor, in which case Lessee shall reimburse Lessor for all actual and reasonable costs of such System Removal. Lessor acknowledges and agrees that the Premises and Easements constitute undeveloped land. Lessee's sole obligation at the expiration or termination of this Agreement shall be System Removal. Lessor agrees that Lessee's obligation of System Removal constitutes removing all above-ground improvements, including all roads installed by Lessee and screws connecting the System to the ground, and leaving in place all below-ground improvements. Lessee shall repair damage to the Premises and Easements caused by its installation and removal of the System, but shall not have an obligation to grade the Premises or Easements.
- 7. Extension Option. Lessee shall have the option to extend the Lease Term ("Extension Option") for up to four (4) additional and successive periods of five (5) years each beginning on the day following the Expiration Date of the then-current Lease Term (each an "Extension Term"), by giving notice (the "Extension Exercise Notice") to Lessor not less than ninety (90) days prior to the then-current Expiration Date, and without the requirement of any further action on the part of either Lessor or Lessee.
- 8. <u>System Construction and Maintenance.</u> Throughout the Option Term and Lease Term and through the Removal Date, Lessee shall have the right to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in this Agreement, including, without limiting the generality of the foregoing, the right (i) to design, construct, install, and operate

the System, (ii) to maintain, clean, repair, replace, add to, remove or modify the System or any part thereof as determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws, (iii) to use any and all appropriate means of restricting access to the System and Premises, including without limitation, the construction of a fence, and (iv) to permanently grub and grade the Premises and to permanently remove and/or clear any trees, vegetation, structures, rocks, watercourses (to the extent permissible) or other encumbrances existing on the Premises determined to be necessary by Lessee in its sole discretion and in accordance with the Permits and Applicable Laws. Except as may otherwise be specifically agreed upon by the Parties or as expressly set forth herein, Lessee shall be responsible for all costs of design, permitting, construction, installation, operation, and maintenance of the System, and System Removal. Lessee agrees that any soils from the Premise, not to be used thereon, shall be moved to a portion of the Property designated by Lessor.

- 9. <u>Permits; Lessor Cooperation.</u> Prior to commencement of construction of the System by Lessee, Lessee shall obtain the necessary Permits. In the event Lessee, in its sole discretion, shall determine that the Premises should be subdivided to accommodate the construction, operation and/or maintenance of the System or to comply with Permits and Applicable Laws, Lessor shall fully cooperate with Lessee to facilitate and cause any application for subdivision of the Premises to be approved, provided that Lessee shall pay all costs and expenses related thereto.
- 10. <u>Statutory and Regulatory Compliance</u>. Lessee, the Lessee Parties, Lessor and the Lessor Parties shall each comply with all applicable provisions of all Applicable Laws of the locality in which the Property is located.
- Lessee's Ownership of Systems and Output. The Systems are personal property, whether or 11. not the same is deemed real or personal property under Applicable Law, and shall not attach to or be deemed a part of, or a fixture to, the Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the applicable Systems at all times and Lessor shall have no right, title or interest in any of the Systems or any component thereof, notwithstanding that any such Systems may be physically mounted or adhered to the Premises or Property. Lessor covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Property or Premises which could reasonably be construed as attaching to the Systems as a fixture of the Property or Premises, Lessor shall provide a disclaimer or release from such lien holder in form and substance reasonably satisfactory to Lessee and any Financing Party. Lessor, as the fee owner of the Property, consents to the filing by Lessee, on behalf of Lessor or its designees, as applicable, of a disclaimer of the Systems as a fixture of the Property or Premises in the office where real estate records are customarily filed in the jurisdiction of the Property. Further, Lessor acknowledges and agrees that Lessee or its designees, as applicable, are the exclusive owners of all electricity and all utility credits generated by the System and owners of all Environmental Attributes and Incentives attributable to the System. In the absence of an additional agreement to the contrary, all electricity generated by the Systems will be connected to the distribution grid and sold by Lessee to third parties. Electricity generated will not be available to Lessor or any other occupant at the Property. Without the express consent of Lessee, Lessor shall not make or publish any public statement or notice regarding any Environmental Attributes and Incentives relating to the System or the electricity generated by the System. The Parties acknowledge and agree that the System shall not be considered an electric public utility, an investor owned utility, a municipal utility, or a merchant power plant otherwise known as an exempt wholesale generator.
- Party represents and warrants that the execution and delivery by such Party of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other Person, and do not contravene any provision of, or constitute a default under any indenture, mortgage, lease, easement, encumbrance, right, restriction, or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject. Each Party represents and warrants the Agreement constitutes a legal and valid obligation of such Party, enforceable against it in accordance with its terms, except as may be limited by a Bankruptcy Event, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights

generally and general principles of equity where such enforceability is considered in a proceeding in equity or at law.

13. Representations, Warranties and Covenants of the Lessor

- (a) No Conflict. Lessor represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement. Each Person signing this Agreement on behalf of Lessor is authorized to do so.
- (b) Lessor's Title to Premises. Lessor represents, warrants and covenants that Lessor has (i) a lawful fee simple interest in title to the Property, including the Premises, subject to any mortgages of record that may exist, and (ii) that Lessee shall have quiet and peaceful possession of the Premises free from any claim of any entity or Person of superior title thereto without hindrance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Lease Term and during construction of the System if prior to the Lease Commencement Date. Lessor, at its sole cost and expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises to the extent that the same are applicable to the Premises or to the extent that the same would, if not complied with or performed, impair or prevent the continued use, occupancy and operation of the Premises for the purposes set forth in this Agreement and Lessor agrees to take all action necessary to eliminate such interference. In the event Lessor fails to comply with this provision, Lessee may (x) terminate this Lease (y) take all necessary steps to bring Lessor into compliance with any restrictive covenants or title exceptions which, if not complied with, would impair or prevent Lessee from exercising its rights under this Agreement, and Lessor shall be responsible for all costs incurred by Lessee for such actions, and/or (z) pursue any other remedies available under this Agreement, at law, and/or at equity.
- (c) <u>Defects</u>. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. Lessor shall cooperate with Lessee at no cost to Lessor to enable Lessee to obtain a standard policy of title insurance insuring the property interests granted hereunder (including such endorsements as Lessee shall reasonably request) has unencumbered title. Lessor agrees that Lessor will execute and deliver to Lessee any documents reasonably required by the title insurance company within five (5) Business Days after presentation of said documents by Lessee; provided, however, in no event will such documents materially increase any obligation or materially decrease any right of Lessor hereunder.
- (d) <u>Transfers</u>. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Property unless Lessor shall have given Lessee at least thirty (30) days' prior notice thereof, which notice shall identify the transferee, the area of the Property to be so transferred and the proposed date of transfer. Lessor agrees that this Agreement and the Easements granted hereunder shall run with the Property and/or the Premises and survive any transfer of all or any portion of the Property and/or the Premises. In furtherance of the foregoing, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge, secured party or party to whom a lien on the Premises or Property has been granted to execute and deliver to Lessee a commercially reasonable document pursuant to which such party acknowledges and consents to the Lessee's rights in the Premises as set forth herein including, without limitation, an acknowledgement by the transferee that it has no interest in the Systems, or any work related to such Systems, and shall not gain any interest in the Systems by virtue of the Lessor's transfer.
- (e) No Interference With and Protection of System. Lessor will not conduct activities on, in or about the Property or Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System or operation thereof. Lessor shall take all reasonable actions to limit access to the Premises to Lessee and Lessee Parties. The System shall be operated, maintained and repaired by Lessee at its sole cost and expense; provided, that any repair or maintenance costs incurred by Lessee as a result of Lessor's negligence, misconduct or breach of its obligations hereunder shall be promptly reimbursed to Lessee by Lessor. Lessor shall implement guidelines and appropriate security procedures on the Property to prevent its employees, invitees, agents and representatives, and other unrelated third parties, from having access to the Premises or the

System, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

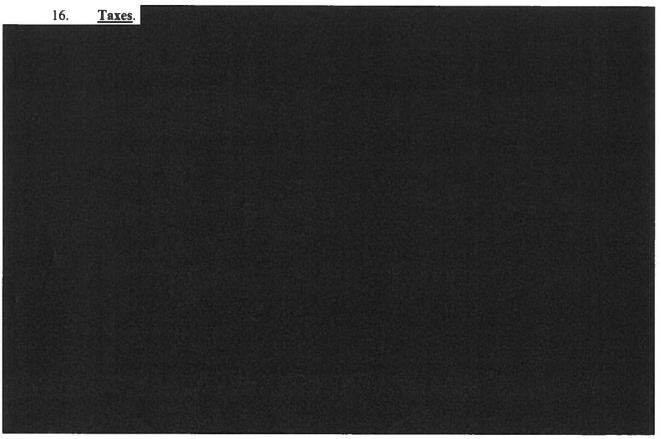
- (f) Non-Disturbance Agreements. Lessor shall, at its sole effort and expense, obtain a non-disturbance agreement ("NDA") in favor of Lessee from any third party who now has or may in the future obtain an interest in the Property or Premises, including, without limitation, any lenders to Lessor, in a form acceptable to Lessee, which NDA shall: (i) acknowledge and consent to Lessee's rights to the Premises, the Easements and the Systems under this Agreement; (ii) acknowledge that the third party has no interest in the Systems and shall not gain any interest in the Systems by virtue of the Parties' performance or breach of this Agreement; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest under this Agreement; (iv) waives any lien the third party may have in and to the Systems; and (v) agrees not to disturb Lessee's possession of the Premises.
- <u>Insolation</u>. Lessor acknowledges and agrees that access to sunlight ("Insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Agreement. Accordingly, Lessor shall not permit any interference on the Property (exclusive of the Premises) or any neighboring property under Lessor's control which interferes with Insolation on and at the Premises. Without limiting the foregoing, Lessor shall not construct or permit to be constructed on the Property or any adjoining property under Lessor's control any structure on or adjacent to the Premises or on any adjacent property owned by any Affiliate of Lessor that could adversely affect Insolation levels on the Premises, shall not permit the growth of foliage on the Property (exclusive of the Premises) or any neighboring property under Lessor's control that could adversely affect Insolation levels on the Premises, or directly emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation on the Premises. If Lessor becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Premises, Lessor shall promptly advise Lessee of such information and reasonably cooperate with Lessee in taking measures to preserve average levels of Insolation at the Premises as they existed as of the Lease Commencement Date. Such measures may include, but not be limited to, obtaining a solar access easement. In the event any such obstruction occurs and is not promptly removed, Lessee shall have the right to terminate this Agreement without penalty or further liability, upon notice to Lessor. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Lessee would be irreparably harmed by a breach of the provisions of this Section 13(g), (ii) an award of damages might be inadequate to remedy such a breach, and (iii) Lessee shall be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 13(g). Lessor further represents and warrants that, to the best of its knowledge, there are no developments pending or in progress on adjacent or nearby properties that could diminish the Insolation to the Premises.
- (h) <u>Hazardous Substances</u>. Lessor represents and warrants that there are no Hazardous Substances present on, in or under the Property or Premises in violation of any Applicable Law.
- (i) <u>Condition of Premises</u>. Except as otherwise expressly set forth herein Lessee accepts the Premises "as is" without benefit of any improvements or modifications to be made by Lessor. Lessor represents and warrants to Lessee that, to the best of its knowledge, there are no site conditions at the Property or Premises which would: (i) materially increase the cost of installing the System at the planned locations on the Premises or would materially increase the cost of maintaining the System at the Premises over the cost that would be typical or customary for solar photovoltaic systems substantially similar to the System; or (ii) adversely affect the ability of the System, as designed, to produce electricity once installed, absent conditions beyond Lessor's reasonable control.
- (j) <u>Notice of Damage or Emergency</u>. Lessor shall immediately notify Lessee if Lessor becomes aware, through discovery or receipt of notice: (i) of any damage to or loss of the use of the System; (ii) of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises; or (iii) of any interruption or material alteration of the energy supply to or from the Premises or the System.
- (k) <u>Liens and Tenants</u>. Except as may be disclosed in the real property records of the County, Lessor represents there are no encumbrances, leases, mortgages, deeds of trust, deeds to secure debt, or similar

liens or security interests encumbering all or any portion of the Property and/or the Premises that could interfere with Lessee's operations on the Property and/or Premises, including mechanic's liens. Lessor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Systems or any interest therein. Lessor shall provide Lessee with notice if it receives notice of any such claims. Lessor further agrees to discharge or bond, at its sole expense, any such encumbrance or interest that attaches to the Systems and to indemnify, defend and hold harmless Lessee from any costs, losses, expenses or liabilities arising from the same, including, without limitation, Lessee's attorneys' fees and court costs. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof.

- (l) <u>Mineral Rights</u>. Lessor represents and warrants there are no existing mineral, oil and gas, water, or natural resource rights that could interfere with Lessee's rights hereunder. During Lessee's construction of the System and the Lease Term, Lessor may not use, or permit the use of the Premises or the Easements for the purpose of exploring for, extracting, producing or mining such oil, gas, minerals, or other natural resources. Lessor may explore for, extract or produce oil, gas, minerals, and other natural resources from the Property in a manner which does not interfere with Lessee's use of the Premises or the Easements or affect the System and utilizes a method, such as "directional drilling" which does not require the use of the Premises or the Easements to a depth of five hundred (500) feet below the surface.
- (m) <u>Litigation</u>. No litigation is pending, and, to the best of Lessor's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Lessor's right or authority to enter into this Agreement. If Lessor learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Lessor will promptly deliver notice thereof to Lessee.
- (n) Representations Regarding Security Interest in System. Lessor has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected personal property security interest under the Uniform Commercial Code (the "Security Interest") in this leasehold or any portion thereof or in the Systems to one or more Financing Parties and Lessor hereby consents to such Security Interest. In connection therewith, Lessor represents and warrants as follows: (i) the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Property or Premises; (ii) there is no existing lease, mortgage, security interest, easement, claim, use, or restriction or other interest in or lien upon the Property or Premises that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein; (iii) there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under the Agreement, and (iv) there is no existing mineral, oil & gas, water, or natural resource right that could attach to the Systems as an interest adverse to or senior to Lessee's Financing Parties' Security Interest therein.
- Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party from and against any and all Environmental Claims including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that such Party may suffer or incur due to any actions that relate to or arise from such Party's activities on the Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substances to the extent not caused by Lessee, that have occurred or which may occur on the Property. This Section 14 shall survive the termination or expiration of this Agreement.

15. **Insurance.**

- (a) Generally. Lessor and Lessee shall each maintain the insurance coverages set forth in **Exhibit D** in full force and effect throughout the Option Term and Lease Term through insurance policies, reasonably acceptable to the other Party. Each Party, upon request, but not more than twice in any twelve (12) month period, shall furnish current certificates evidencing that the coverage required is being maintained.
- (b) Waiver of Subrogation. Each Party hereby waives any right of recovery against the other for injury or loss to personal property due to hazards covered by insurance obtained with respect to the Property or Premises, including the improvements and installations thereon.



17. <u>Liability and Indemnity</u>.

- (a) Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party.
- (b) Lessee shall not be responsible to Lessor or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws existing prior to the Effective Date, or by any party other than the Lessee Parties.
 - (c) This Section 17 shall survive the termination or expiration of this Agreement.

18. Casualty/System Loss.

(a) In the event the Premises or access thereto shall be so damaged or destroyed by fire or other casualty so as to make the use of the Premises impractical, as determined by Lessee in its sole and absolute discretion, then Lessee may elect to terminate this Agreement by providing notice to Lessor of such termination

within ninety (90) days of Lessee's knowledge of the damage or destruction, which termination will be effective as of a date of such damage or destruction. If Lessee does not elect to terminate this Agreement within ninety (90) days of such a casualty, then the Rent shall be abated until such time as Lessee's use of the Premises is restored. If Lessee does not elect to terminate this Lease pursuant to the previous sentences, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; provided, however, that, except as otherwise provided in this Lease, Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Systems, which replacement or restoration shall be Lessee's responsibility.

- (b) In the event of any harm to the System that, in the reasonable judgment of Lessee, results in total damage, destruction or loss of the System ("System Loss"), Lessee shall, within twenty (20) Business Days following the occurrence of such System Loss, notify Lessor whether Lessee is willing, notwithstanding such System Loss, to repair or replace the System and to continue the Agreement. In the event that Lessee notifies Lessor that Lessee is not willing to repair or replace the System, Lessee may terminate this Agreement effective upon the date of such System Loss, and Lessee shall be entitled to all proceeds of its insurance policies with respect to the System Loss and Lessor shall promptly return to Lessee the portion of the Rent covering the days remaining between the date of such System Loss and the next anniversary of the Commercial Operation Date.
- (c) In the event of termination under this Section 18, Lessee shall remove the Systems in accordance with Section 6(c).
- 19. <u>No Consequential Damages.</u> Notwithstanding any other provision in this Agreement, neither Lessee nor Lessor shall be liable to the other for any consequential, punitive, or indirect damages, including without limitation, loss of use of their property, loss of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, indemnity, strict liability, negligence or breach of warranty.
- 20. <u>Condemnation</u>. In the event the Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Lessor. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

21. Assignment.

- (a) Lessor shall not assign any of its rights, duties or obligations under this Agreement without the prior consent of Lessee, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, prior consent of Lessee is not required for an assignment of this Agreement in connection with a sale or other disposition of the Property pursuant to Section 13(d), provided that Lessor has given Lessee notice thereof at least thirty (30) days' prior to the disposition.
- (b) Lessee shall not assign or sublease any of its rights, duties or obligations under this Agreement without the prior consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without consent from Lessor, assign any of its rights, duties or obligations under this Agreement: (i) to a Financing Party pursuant to Section 21(c), (ii) to one or more of its Affiliates, (iii) to one or more third parties in connection with a collateral assignment of rights, mortgage, pledge or otherwise, (iv) to any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition transaction. Lessor agrees to execute any consent, novation or other documentation that Lessee may request in connection with any assignment permitted by this Section 21, including without limitation entering into a consent and assignment agreement with Lessee's Financing Party.
- (c) Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the System to a Financing Party without the need for consent from Lessor. Upon receipt of notice of the name and address of the Financing Party, Lessor agrees to deliver any notices of default to the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the

right to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 22, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 22 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Lessor by Lessee or any Financing Party. Failure by Lessor to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee, but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

- (d) If Lessor has been notified of the existence of a Financing Party, Lessor will not agree to any amendment, modification or voluntary termination of this Lease without the prior written consent of the Financing Party. Upon receipt of a written request from any Financing Party, Lessor shall make any and all payments due and owing by Lessor under this Lease, if any, to an account designated by Financing Party, and Lessee agrees that such payment by Lessor will fully satisfy Lessor's payment obligations with respect to this Lease to the extent of such payment. Lessor agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the System, the Financing Party may succeed to the rights and obligations of Lessee under this Lease. The Financing Party will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Lease, but shall have no further liability hereunder after it assigns such interests to a third party.
- (e) If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Lessor for performance of Lessee's obligations under this Agreement, then Lessor shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.
- (f) An assignment by either Party in accordance with this Section 21 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.
- (g) The provisions of this Section 21 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 21 were a separate and independent contract made by Lessor, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 21.

22. <u>Defaults and Remedies.</u>

shall place the Party responsible for the Event of Default (the "Defaulting Party") in default of this Agreement, and the other Party (the "Non-Defaulting Party") shall be entitled to the remedies provided in Section 22(b): (i) a Party's failure to perform any covenant or obligations hereunder or commitment of a material breach of this Agreement and the failure to cure such default within thirty (30) days of notice thereof or (ii) if the nature or extent of the obligation or obligations is such that more than thirty (30) days are required to complete the cure, the Defaulting Party fails to commence and continue exercising commercially reasonable diligence to cure the Event of Default within thirty (30) days of notice thereof, (ii) a Party becomes subject to a Bankruptcy Event. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy in escrow with any reputable third party escrow, or may interplead the same, which amount shall remain undistributed and shall not accrue interest penalties, and no Event of Default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the Defaulting Party's right to institute legal action for recovery of such amounts.

- (b) Remedies. Except as qualified by Section 21(c), upon the occurrence of, and during the continuance of an Event of Default, the Non-Defaulting Party shall: (1) have the right to terminate this Agreement by giving written notice of termination to the Non-Defaulting Party; and (2) have all rights and remedies that may be available to the Non-Defaulting Party at law or in equity.
- 23. Notices. All notices under this Agreement shall be made in writing to the Addresses for Notices and Persons specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service, registered or certified mail return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 23. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.
- 24. <u>Waiver</u>. The waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of such term, condition, or provision, or any other term, condition, or provision contained herein.
- 25. <u>Remedies Cumulative</u>. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law or in equity or by statute provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
- 26. <u>Headings</u>. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.
- 27. Invalid Term. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; provided, however, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.
- 28. <u>Choice of Law</u>. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.
- 29. <u>Dispute Resolution.</u> In the event that there is any controversy, claim or dispute ("*Dispute*") between the Parties hereto arising out of or related to this Agreement, or the breach hereof, the Parties agree to engage in good faith negotiations to resolve such Dispute. If the Parties are unable to resolve the Dispute through such negotiations, either Party may, within a reasonable time after the Dispute has arisen, pursue all available legal and/or equitable remedies.
- 30. Attorney's Fees. In the event there is a lawsuit, action, arbitration, or other proceeding between Lessee and Lessor, which arises from or concerns this Agreement, whether that lawsuit, action, arbitration, or other proceeding involves causes of action in contract or in tort, at law or in equity, the substantially prevailing party shall be entitled to recover all costs and expenses, including its actual attorneys' and expert or consultants' fees and court costs, in such lawsuit, action, arbitration, or other proceeding.
- 31. <u>Waiver of Jury Trial</u>. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN ANY COURT IN ANY JURISDICTION BASED UPON OR ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 32. <u>Binding Effect</u>. This Agreement and its rights, privileges, duties and obligations shall bind and inure to the benefit of and be binding upon each of the Parties hereto, together with their respective heirs, personal representatives, successors and permitted assigns.

- 33. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party consents to the admission in evidence of a facsimile, pdf or photocopy of this Agreement in any court or arbitration proceedings between the Parties.
- 34. Entire Agreement. This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Lessor or their respective successors in interest. Lessor and Lessee each acknowledge that in executing this Agreement that Party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.
- 35. Further Assurances. Upon the receipt of a request from the other Party or a Financing Party, each Party shall execute such commercially reasonable additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof, including at the requesting Party's expense, entering into any consents, assignments, affidavits, estoppels and other documents as may be reasonably required by such Party's lender to create, perfect or preserve its collateral interest in such Party's property or such party's rights and obligations under this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 35.
- Force Majeure. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 36 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If a Force Majeure Event shall have occurred that has prevented either Party from performing any of its material obligations hereunder and that has continued for a continuous period of one hundred twenty (120) days, then either Party shall have the right, but not the obligation, to terminate the Agreement upon ninety (90) days' prior notice to the other Party without penalty or further liability. If at the end of such ninety (90) day period such Force Majeure Event shall still continue and the material obligation has not been able to be resumed to the reasonable satisfaction of the affected Party, the Agreement shall terminate. Upon such termination due to a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination or those which expressly survive the termination or expiration of the Agreement pursuant to the terms hereof). If, at the end of such ninety (90) day period such Force Majeure Event is no longer continuing, the Agreement shall remain in full force and effect, and the Party's termination notice shall be deemed to have been withdrawn. Rent shall abate for any period during which Lessee is not able to operate the System in the manner contemplated herein.
- 27. Confidentiality. The terms of this Agreement, other than those that may be recorded in the office where real estate records are customarily filed in the jurisdiction of the Premises, shall be treated as confidential information. If either Party provides additional confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or Lessee's business to the other party, such confidential information shall not be disclosed to third parties without the written consent of the Party providing the confidential information. The terms of this confidentiality provision shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, Lessor hereby consents to Lessee's disclosure of the terms of this Agreement to any Financing Party, Affiliate, to a third party in connection with a collateral assignment of rights, mortgage or pledge, or any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or to any potential purchaser of Lessee in a merger or acquisition transaction.
- 38. Memorandum of Lease. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as **Exhibit E** shall be recorded in the office where real estate records are customarily filed in the jurisdiction of the Premises.

- 39. <u>Brokers</u>. In the event any broker or other party claims a commission, the Party responsible for the contact with that claimant shall indemnify, defend and hold the other Party harmless from that claim, and including, without limitation, the payment of any attorneys' fees and costs incurred.
- 40. <u>Interpretation</u>. This Agreement shall not be construed against the Person or entity preparing it, but shall be construed as if all of the Parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one of them.
- 41. <u>No Partnership.</u> This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'lessor' and 'lessee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party, other than as provided in Section 3(d).
- Public Officials. Lessor acknowledges that its receipt of monetary and other good and valuable consideration hereunder may represent a conflict of interest if Lessor is a government employee or otherwise serves on a governmental entity with decision-making authority (a "Public Official") as to any rights Lessee may seek, or as to any obligations that may be imposed upon Lessee in order to develop and/or operate the Systems ("Development Rights"), and Lessor hereby agrees to (1) recuse him/herself from all such decisions related to Lessee's Development Rights unless such recusal is prohibited by law or is not reasonably practicable considering the obligations of such Public Official's position and (2) recuse him/herself from all such decisions related to Lessee's Development Rights if such recusal is required by law. If Lessor is not required pursuant to (1) or (2) above to recuse him/herself from a decision related to Lessee's Development Rights, Lessor will, in advance of any vote or other official action on the Development Rights, disclose the existence of this Agreement (but not the financial terms therein) at an open meeting of the relevant governmental entity Lessor serves on as a Public Official. Additionally, if Lessor is a Public Official and any of Lessor's spouse, child or other dependent has a financial interest in the Systems, Lessor shall disclose such relationship (but not the financial terms thereof) at an open meeting of the relevant governmental entity Lessor serves on as a Public Official, prior to participation in any decision related to Lessee's Development Rights.
- 43. <u>Holdover</u>. In the event that Lessee shall remain in possession after the expiration of the term of this Lease, Lessee shall be considered a holdover from month-to-month only, on the same terms and conditions set forth in this Lease, except at 125 percent the monthly rent in effect at the expiration of this Lease, and Lessor shall not waive any rights whatsoever which it has for the removal of Lessee after the expiration or termination of the Lease.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

LESSOR:

CHANEMCOCO, LLC

By: Charlette alse also Name: Charlotte Alyce Andres

Title: Manager of Chanemcoco, LLC

LESSEE:

312 SOLAR DEVELOPMENT, LLC

BY: Borrego Solar Systems, Inc. its sole member and manager

LESSOR ACKNOWLEDGMENT

STATE OF	Lillinois)			
COUNTY OF	Cook	; ss.)			
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EXHIBIT A

DESCRIPTION OF PROPERTY

For APN/Parcel ID(s): 22-22-23-100-001-0000

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23 IN THE TOWNSHIP AND RANGE AFORESAID; ALSO THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23 IN THE TOWNSHIP AND RANGE AFORESAID, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER SECTION AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF 14 FEET; THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 16 FEET EAST OF SAID SOUTHWEST CORNER THEREOF; THENCE WEST ALONG SAID SOUTH LINE 16 FEET TO THE PLACE OF BEGINNING, IN WILL COUNTY, ILLINOIS.

For Lessor's title to the Property, reference is herein made to Deed dated March 1, 1990 and recorded as Document No. R2015071358 at the Will County Registry of Deeds at Book _____, Page ____.

EXHIBIT B

DESCRIPTION OF PREMISES AND EASEMENTS

(Legal description of the Premises and Easements, including a parcel map and/or an abstract of survey, if available)

The Premises consists of approximately 20 acres located at the Property owned by Lessor and commonly known as Parcel Number 22-22-3100-001-0000 S. Cottage Grove Avenue, Beecher, IL.

Lessor agrees that the Description of the Premises and Easements will be replaced with actual metes and bounds and parcel map upon completion of system design and site survey.



EXHIBIT C

DEFINITIONS

- "Abandonment Notice" has the meaning set forth in Section 6(c) of this Agreement.
- "Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person.
- "Agreement" has the meaning set forth on page 1 herein.
- "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, Environmental Law, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- "Authorization Letter" has the meaning set forth in Section 3(d) of this Agreement.
- "Bankruptcy Event" means with respect to a Party, that either: such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of one hundred eighty (180) days.
- "Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in the state where the Property is located are required or authorized by Applicable Law to be closed for business.
- "Commercial Operation Date" means the date on which the System(s) are ready for commercial operation after required testing.
- "Event of Default" has the meaning set forth in Section 22(a) of this Agreement.
- "Defaulting Party" has the meaning set forth in Section 22(a) of this Agreement.
- "Dispute" has the meaning set forth in Section 29 of this Agreement.
- "Easements" has the meaning set forth in Section 4(a) of this Agreement.
- "Environmental Attributes and Incentives" means any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, directly or indirectly resulting from, attributable to or associated with the generation of energy by a solar renewable energy facility, whether existing as of the date of any Effective Date or thereafter, and whether as a result of any present or future local, state or federal laws or regulations or local, state, national or international voluntary program.
- "Environmental Claims" means any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to

other properties or the release of any Hazardous Substance into the environment, that relate to or arise from such Party's activities on the Property.

"Environmental Law" means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under Permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

"Event of Default" has the meaning set forth in Section 22(a) of this Agreement.

"Exercise Notice" has the meaning set forth in Section 4(a) of this Agreement.

"Expiration Date" has the meaning set forth on the Cover Sheet, as such date may be extended in accordance with the Agreement.

"Extension Exercise Notice" has the meaning set forth in Section 7 of this Agreement.

"Extension Option" has the meaning set forth in Section 7 of this Agreement.

"Extension Term" has the meaning set forth in Section 7 of this Agreement.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Lessee (or an Affiliate of Lessee) leases the System or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or an Affiliate of Lessee) with respect to the System. Lessee shall give Lessor notice of and the contact information for any such Financing Party within one hundred twenty (120) days after the Lease Commencement Date and shall confirm any change in such contact information upon request of Lessor.

"Force Majeure Event" means, when used in connection with the performance of a Party's obligations under this Agreement, any events or circumstances beyond the affected Party's reasonable control that arise after the Effective Date, to the extent not caused by the acts or omissions of (and are otherwise unavoidable, or beyond the reasonable control of, and could not have been prevented or overcome by the reasonable efforts and diligence of) such Party and which materially and adversely affects such Party's performance of its obligations under this Agreement. Force Majeure Event includes but is not limited to the following: (i) war, riot, acts of a public enemy or other civil disturbance; (ii) acts of God, including but not limited to, earthquakes, tornados, typhoons, lightning, blizzards, hurricanes and landslides of the type which would, under normal circumstances and typical insurance policies, constitute an event of insurable loss; (iii) acts of, or unreasonably excessive failures to act by, any Governmental Authority including changes in Applicable Law after the Effective Date (other than acts of Governmental Authorities in response to a Party's failure to comply with existing Applicable Laws as required in connection with performance under this Agreement); and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes not caused by, specific to employees of, or the result of an unfair labor practice or other unlawful activity by the asserting Party.

"Governmental Approvals" has the meaning set forth in Section 3(d) of this Agreement.

"Governmental Authority" means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

"Hazardous Substances" means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mylotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as

being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

- "Insolation" has the meaning set forth in Section 13(g) of this Agreement.
- "Lease Commencement Date" has the meaning set forth in Section 4(a) of this Agreement.
- "Lease Term" means the term that commences on the Lease Commencement Date and expires at 11:59 p.m. on the Expiration Date.
- "Lessee Parties" means, individually or collectively, Lessee, its Affiliates and any of their authorized representatives, agents, employees, managers, contractors, architects, and engineers, and each of their respective officers, directors, partners, members, managers, agents, employees, representatives, and invitees.
- "Lessee Taxes" has the meaning set forth in Section 16 of this Agreement.
- "Lessor Parties" means, individually or collectively, Lessor, its Affiliates, and any of their authorized representatives, agents, employees, managers, and each of their respective officers, directors, partners, members, managers, agents, employees, and representatives.
- "Local Electric Utility" means the local electric distribution owner and operator providing electric distribution services to Lessee and also providing electric distribution and interconnection services to Lessee for Lessee's System.
- "Non-defaulting Party" has the meaning set forth in Section 22(a) of this Agreement.
- "NDA" has the meaning set forth in Section 13(f) of this Agreement.
- "Operation Term" has the meaning set forth in Section 5(a) of this Agreement.
- "Option" has the meaning set forth in Section 3(a) of this Agreement.
- "Option Term" has the meaning set forth in Section 3(b) of this Agreement.
- "Party" or "Parties" has the meaning set forth on page 1 of this Agreement.
- "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority which are required in order to develop, construct, operate, maintain, improve, refurbish and retire the System or to schedule and deliver the electric energy produced by the System to the Local Electric Utility, including an authorization to construct or a conditional use permit.
- "Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.
- "Premises" has the meaning set forth in Recital A of this Agreement.
- "Property" has the meaning set forth in Recital A of this Agreement.
- "Public Official" has the meaning set forth in Section 42 of this Agreement.
- "Removal Date" means the date not be later than one hundred-eighty (180) days after either the Expiration Date or the date of earlier termination of this Agreement, if applicable, when Lessee shall complete the removal of all of its tangible property comprising the System from the Premises.
- "Rent" has the meaning set forth in Section 5(a) of this Agreement.
- "Security Interest" has the meaning set forth in Section 13(a) of this Agreement.
- "System(s)" means the solar photovoltaic system or systems installed and operating at the Premises, together with all electrical production, transmission, distribution, and storage facilities, hardware and materials, including without limitation, panels, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, cabling, wires, overhead and underground control, communications and radio relay systems, interconnection facilities and/or switching facilities,

transformers and current inverters, control boxes and computer monitoring equipment systems, structures, batteries, features and improvements necessary to produce, transmit and store electric energy at such facility (excluding power to the Property).

"System Loss" has the meaning set forth in Section 18(b) of this Agreement.

"System Removal" has the meaning set forth in Section 6(c) of this Agreement.

"Tests" has the meaning set forth in Section 2 of this Agreement.

EXHIBIT D

INSURANCE

The Parties shall maintain the following insurance coverages in full force and effect throughout the Option Term and Lease Term either through insurance policies approved by the other Party:

Lessor: Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence.

Lessee: (i) Workers' Compensation at statutory limits and Employer's Liability Coverage of at least \$1,000,000.00 per occurrence, (ii) Commercial General Liability Coverage (Occurrence Form) with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 per occurrence, and (iii) Automobile Liability Coverage of at least \$1,000,000.00 per occurrence for bodily injury and property damage. For any claims resulting from the operation, maintenance and repair of the System, Lessee's insurance coverage shall be primary. Subject to the mutual waivers granted in Section 15 of this Agreement, any insurance maintained by Lessor shall be in excess of Lessee's insurance and shall not contribute with it.

EXHIBIT E

MEMORANDUM OF OPTION AND LEASE

After recordi	ing return to:
between Chan LLC, a Delaw	MEMORANDUM OF OPTION AND LEASE, is made as of, 20, by and memcoco, LLC, an Illinois limited liability company ("Lessor") and 312 Solar Development, ware limited liability company with its principal place of business located at 360 22 nd Street, kland, California 94612 ("Lessee").
1.	Lessor and Lessee are parties to that certain Option and Lease Agreement (the "Option
	and Lease"), dated as of (the "Effective Date") covering a portion of that
	certain parcel of land and the improvements thereon described in Schedule A annexed
	hereto, and identified on the current Tax Map of the City of Beecher, County of Will,
	State of Illinois as(the "Property").
2.	Under the Option and Lease, Lessee has an option to lease a portion of the Property
	described in Schedule B annexed hereto (the "Premises"), which option commences on
	the Effective Date and lasts for an initial term of five hundred forty (540) days thereafter.
	The option term may be extended for up to two (2) addition terms of three hundred sixty-
	five (365) day periods.
3.	The commencement date of Lessor's lease of the Premises shall be the date of Lessor's exercise of the option.
4.	If the option is exercised, the initial term of the lease will be for twenty (20) years, and
	Lessee shall have the option to extend the lease for up to four (4) additional and
	successive five (5)-year terms, subject to earlier termination or extension pursuant to the
	terms of the Option and Lease or applicable law.
5.	Under the Option and Lease, Lessee has an option to acquire easements over a portion of
	the Property described in Schedule B annexed hereto (the "Easements"). The term of the
	option to acquire the Easements and the term of the Easements are co-terminous with the
	option to lease and lease.
6.	All of the terms, covenants and conditions of the Option and Lease are incorporated
	herein and made a part hereof. The purpose of this Memorandum is to give notice of the
	existence of the tenancy created by the Option and Lease; and shall not be construed to
	vary or otherwise affect the rights or obligations of the parties under the Option and

Lease as it may be amended.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Option and Lease as of the date first above written.

LESSOR: CHANEMCOCO, LLC

By: Charlotte Alvee Andres

Name: Charlotte Alyce Andres
Title: Manager of Chanemcoco, LLC

LESSEE: 312 SOLAR DEVELOPMENT, LLC

By: Borrego Solar Systems, Inc.,

its sole member and manager

By: VOYOCATY

Title: #VP PONIET FINANCE

LESSOR ACKNOWLEDGMENT

STATE OF ILLINOUS)
COUNTY OF COOK;
This instrument was acknowledged before me on OCA-24, 2017(date) by COMPTICIAL SEAL NOTARY PUBLIC, STATE OF BLINOIS My Commission Expires 04/23/2021
LESSEE ACKNOWLEDGEMENT
SPATE OF Misonchioches)
COUNTY OF Middless)
This instrument was acknowledged before me on 27th Cloter 247 (date) by Breach Novale (name of person) as Goof Lasse (type of authority, e.g., officer, trustee, etc.) of Borroge Solve (name of company). Notary Public
PATRICK L. RETELLE Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires Qctober 26, 2018

3

Memorandum of Option and Lease Schedule A Legal Description

The Property is legally described as follows:

For APN/Parcel ID(s): 22-22-23-100-001-0000

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23 IN THE TOWNSHIP AND RANGE AFORESAID; ALSO THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23 IN THE TOWNSHIP AND RANGE AFORESAID, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER-QUARTER SECTION AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF 14 FEET; THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 16 FEET EAST OF SAID SOUTHWEST CORNER THEREOF; THENCE WEST ALONG SAID SOUTH LINE 16 FEET TO THE PLACE OF BEGINNING, IN WILL COUNTY, ILLINOIS.

S. Cottage Grove Road South SEQ S. Cottage Grove Rd E. Indiana Ave **2 MW**



Solar Decommissioning Estimate/Plan

Key assumptions in this decommissioning estimate include the fact that the fencing, electrical cabinetry, solar racks, solar panels, and wiring are all recyclable, therefore, the primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking. The concrete pads will be broken up at the site and hauled to Indiana Waste Service where it will be accepted without a charge. Salvage values for the racking, foundation screws, and electrical wiring have been included in this estimate. Solar modules will be recyclable at the time of decommissioning, but currently no adequate recycling values are available and so have been omitted from this estimate.

The following items from the 2592 kilowatt (kW) array will be recycled:

6480 solar panels

2193 linear feet of electrical wiring

Racking

2981 linear feet of fencing

This decommissioning estimate is based on the following costs:

Labor rate = 35.6/hour Bobcat cost = 195/hour Trucking cost = 130/hour

Backhoe cost = 245/hour Grader cost = 1800/day

Front End Loader/Excavator cost = 2000/day

Labor / Materials / Equipment Costs:

1 . Remove Panels:

The panels are clamped in. They slide in a track. A laborer needs only unclamp the panel and reach over and slide the panel out of the track.

Panel Removal Rate · Total Number of Solar Panels · Labor Rate = Panel Removal Cost

1 min/panel * 6,480 solar panels * 1hr/60min * \$35.6/hr = \$3,845

Total = \$3.845

2. Remove Rack Wiring:

The panels are plugged together in the same manner as an electrical cord from a light is plugged into a wall socket. A laborer needs only reach over and pull the plug. The string wires lie in a tray. A laborer needs only reach into the tray and remove the strands of wire.

 $\textit{Wire Removal Rate} \cdot \textit{Total Number of Solar Panels} \cdot \textit{Labor Rate} = \textit{Rack Wiring Removal Cost}$

0.25 min/panel * 6,480 solar panels * 1hr/60min * \$35.6/hr = \$961

Total = \$961

3. Dismantle Racks:

Tracker module racking primarily consists of a torque tube and a driveline. These are supported on driven piles.

 $\textit{Total Number of Racks} \cdot \textit{Rack Removal Rate} \ \cdot \textit{Labor Rate} \ = \ \textit{Rack Dismantling Cost}$

1,372 racks * 20 min/rack * 1hr/60min * \$35.6/hr = \$16,281

Total = \$16,281

S. Cottage Grove Road South SEQ S. Cottage Grove Rd E. Indiana Ave 2 MW



4 . Load Racks:

 $Number\ of\ Racks\cdot Rack\ Loading\ Rate\ (Labor\ Cost + Front\ End\ Loader\ Cost + Trucking\ Cost) \\ = Total\ Rack\ Removal\ Cost$

1,372 racks * 1 min/rack * 1hr/60min * [\$35.6/hr + (\$2000/day * 1day/8hrs) + \$130/hr] = \$8,246

Total = \$8,246

5 . <u>Remove and Load Electrical Equipment</u> (includes transformer, inverters, drive motors, and controllers): Inverters are smaller and easier to remove and so take less time than the other electrical components.

Number of units: 1 transformers + 16 inverters + 0 batteries + 3 motors + 0.75 controller

 $(Inverter\ Removal\ Rate\ *\ Number\ of\ Inverters +\ Elec.\ Equip.\ Removal\ rate\ \cdot\ Number\ of\ Units)\\ \cdot (Labor\ Rate\ +\ Bobcat\ Cost\ +\ Trucking\ Cost) = Total\ Elec.\ Equip.\ Removal\ Cost$

(0.5 hr/inverter * 16 inverters + 1 hr/unit * 5 units) * [\$35.6/hr + \$195/hr + \$130/hr] = \$4,598

Total = \$4,598

6 . Break Up Concrete Pads:

Using an excavator and jackhammer:

of days \cdot (Front end loader and excavator cost + Labor Cost) = Total Concrete Pad Removal

1 day * [\$2000/day * [1day/8hr] + \$35.6/hr = \$2,285

Total = \$2,285

7 . Remove Cable:

 $Total\ Cable\ Linear\ Footage \cdot Cable\ Removal\ Rate \cdot (Labor\ Cost + Backhoe\ Cost) = Total\ Cable\ Removal\ Cost$

2,193 ft * 3min/ft * 1hr/60min * [\$35.6/hr + \$245/hr] = \$30,768

Total = \$30,768

8 . Remove Piles and Power Poles:

 $\left[\frac{\textit{Total Number of Piles}}{\textit{Daily Pile Removal Rate}} \cdot (\textit{Labor Cost} + \textit{Excavator Cost}) \right] + \left[\textit{Total Number of Poles} \cdot \textit{Pole Removal Rate} \right] = \\ \textit{Total Screw and Power Pole Removal Cost}$

1372 piles / 100 piles/day * [\$35.6/hr + (\$2000/day * 1day/8hr)] + [5 poles * \$1500/pole] = \$38,847

Total = \$38,847

9 . Remove Fence:

1 min/LF

 $Total\ Fence\ Length \cdot Fence\ Removal\ Rate \cdot [Labor\ Cost + Bobcat\ Cost + Trucking\ Cost] = Total\ Fence\ Removal\ Cost + Trucking\ Cost + Truckin$

2,981 ft * 1 min/ft * 1hr/60min * [\$35.6/hr + \$195/hr + \$130/hr] = \$17,916

Total = \$17,916

10 . Grading:

 $\textit{Rough Grading (days} \cdot \textit{Grader Cost)} + \textit{Fine Grading (days} \cdot \textit{Grader Cost)} = \textit{Total Grading Cost}$

S. Cottage Grove Road South SEQ S. Cottage Grove Rd E. Indiana Ave 2 MW



[1 day * \$1800/day] + [1 day * \$1800/day] = \$3,600

Total = \$3,600

11 . Truck to Indiana Waste Service

 $Total\ Truckloads \cdot Round\ trip - Site\ to\ Transfer\ Station\ Distance\ \cdot (Fuel\ Cost)\ + Total\ Truckloads \cdot Round\ Trip\ Time\ \cdot Truckling\ Cost\ = Total\ Truckling\ to\ Transfer\ Cost$

[16 trips * 20 miles/trip * \$5/mile] + [16 trips * 0.5 hrs * \$130/hr] = \$2,640

Total = \$2,640

12 . Remove Gravel Road

 $Road\ Width*Road\ Length*Road\ Depth*Gravel\ Export\ Cost=Total\ Removal\ Cost$

14ft * 465ft * (10in *1ft/12in)*(1 cu ft/27cu yd) * \$10/cu yd = \$2,008

Total = \$2,008

13 . Reclamation of Disturbed Areas (gravel road)

 $Road\ Width*Road\ Length*Road\ Depth*Loam\ Import\ Cost=Total\ Reclamation\ Cost$

14ft * 465ft * (10in *1ft/12in)*(1 cu ft/27cu yd) * \$25/cu yd = \$5,021

Total = \$5,021

14 . Seed Disturbed Areas:

 $Re-seeding\ time\cdot Labor\ Cost+Hydroseeding\ Cost*Disturbed\ Area=Total\ Seeding\ Disturbed\ Area\ Cost$

16 hr * \$35.6/hr + \$0.1/square foot * 6510 square feet = \$1,221

Total = \$1,221

15. Fencing, Racking, and Foundation Pile Recycling Value

Total Fencing Weight * Total Racking Weight * Total Foundation Pile Weight * Galvanized Steel Salvage Value

= Total Steel Salvage Value

[2,117 lbs + 259,200 lbs + 185,220 lbs] * \$0.05/lb = \$-22,327

Total = (\$22,327)

16 Copper Wire Recycling Cost

Total Copper Wire Weight * Insulated Copper Wire Salvage Value = Total Copper Salvage Value

342 lbs * \$0.5/lb = \$-171

Total = (\$171)

17 Aluminum Wire Recycling Cost

 $Total\ Aluminum\ Wire\ Weight*Insulated\ Aluminum\ Wire\ Salvage\ Value\ =\ Total\ Aluminum\ Salvage\ Value\ Salvage\ Value\ =\ Total\ Alumi$

1,809 lbs * \$0.25/lb = \$-452

Total = (\$452)

S. Cottage Grove Road South SEQ S. Cottage Grove Rd E. Indiana Ave 2 MW



The resultant projected costs:

Task		Cost
Remove Panels	\$	3,845
Remove Rack Wiring	\$,	961
Dismantle Racks	\$	16,281
Load Racks	\$	8,246
Remove and Load Electrical Equipment	\$	4,598
Break up concrete pad	\$	2,285
Remove cable	\$	30,768
Remove screws and power poles	\$	38,847
Remove fence	\$	17,916
Grading	\$	3,600
Truck to Transfer station	\$	2,640
Remove Gravel Road	\$	2,008
Reclaim Disturbed Areas	\$	5,021
Seed Disturbed Areas	\$	1,221
Steel Recycling Value	\$	(22,327)
Copper Recycling Value	\$	(171)
Aluminum Recycling Value	\$	(452)
Total Cost	\$	115,286

Total Cost after 20 Years (2% inflation rate) =

\$171,309

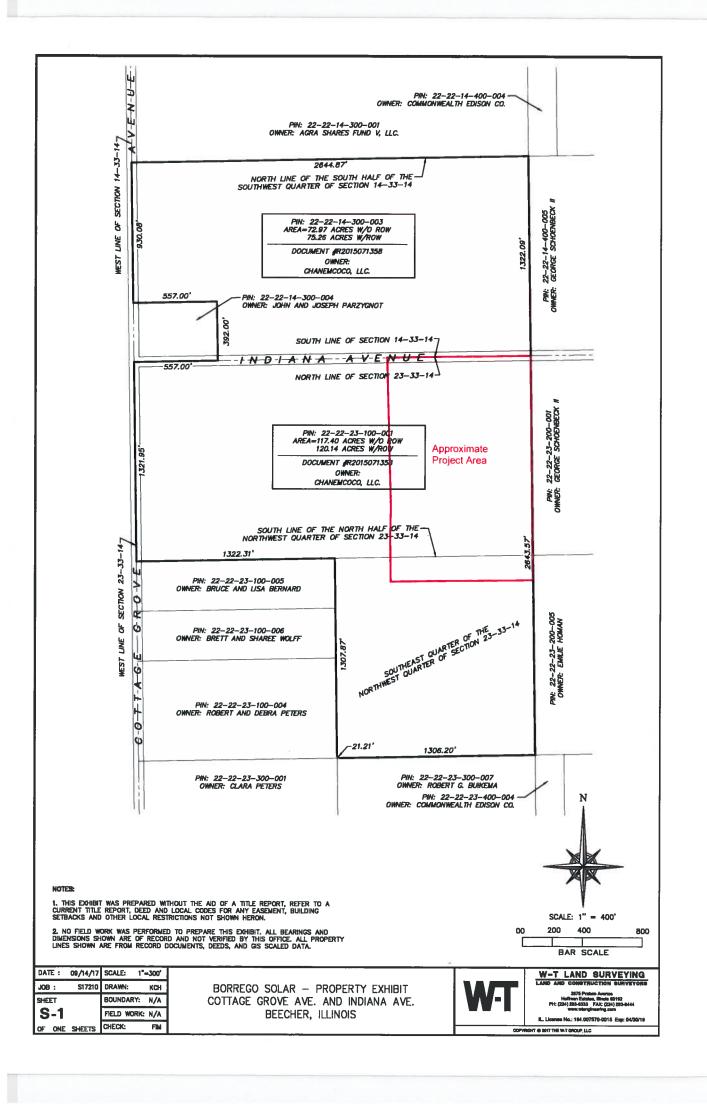
WILL/SOUTH COOK SOIL AND WATER CONSERVATION DISTRICT

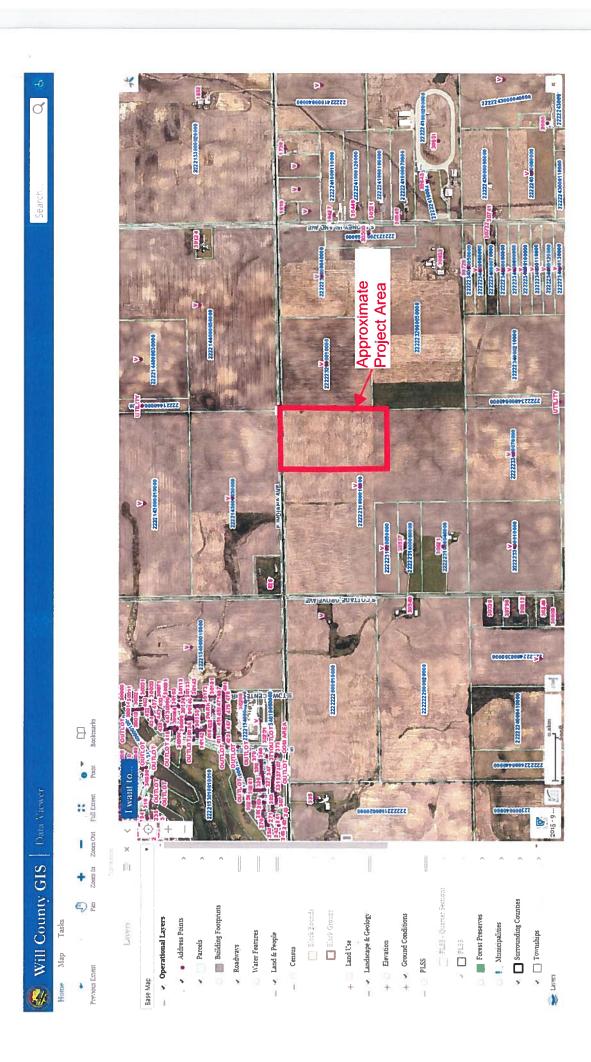
1201 South Gouger Road, New Lenex, H. 60451 Phone: (815) 482-3106 Fax: (815) 462-3176

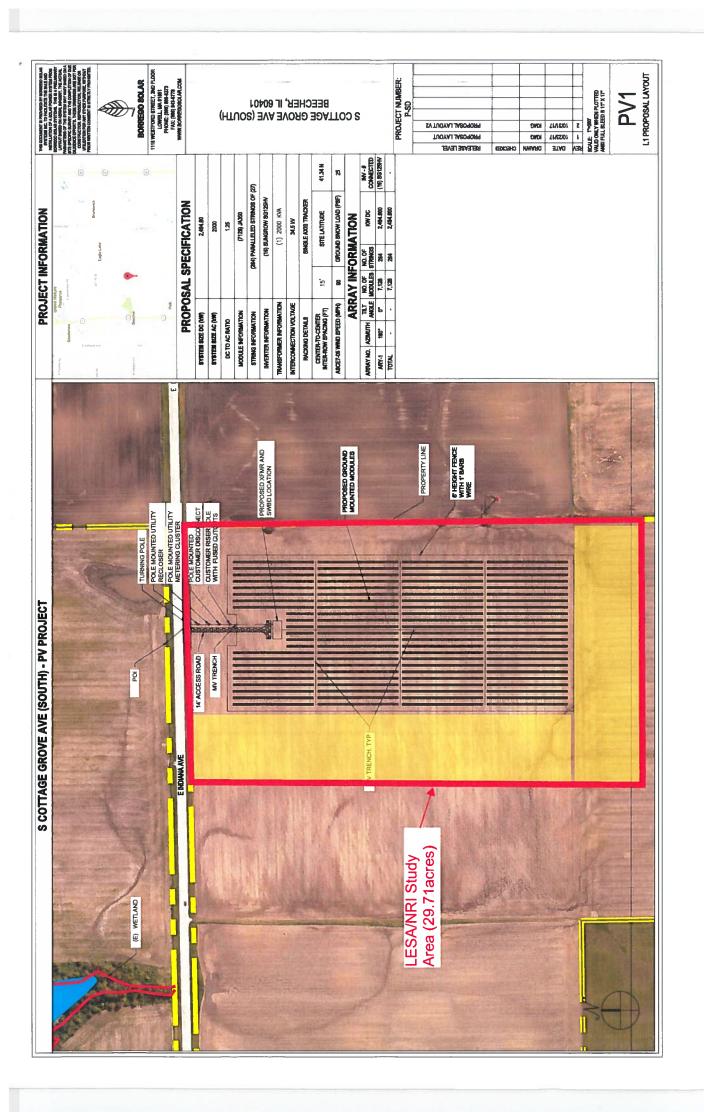
NATURAL RESOURCE INFORMATION REPORT APPLICATION

The Will/South Cook SWCD has thirty (30) business days to complete this report after receipt of the following items: Skeletal Survey Attached	
X Plat of Survey X Location Map Legal Description Tentative Plat X Appropriate Fee	
This application will not be processed until all of the required items have been received by the Will/South Cook SWCD office. Fee: Full Report: \$400.00 for 0-5 acres and \$15.00 for each additional acre or part thereof. (Schedule of Fees Affective March 1, 2004 Letter: \$75.00 processing fee if staff determines that a full report is not necessary. Additional funds received will be refunded. Please make check or money order payable to Will/South Cook SWCD	l)
Contact Person: Matt Walsh - GreenbergFarrow (Agent) Address: 21 S. Evergreen Avenue, Suite 200, Arlington Heights, IL 60005 Petitioner's Name: Borrego Solar Systems, Inc c/o Justin Hardt Phone: 224 324-4491 Phone: 215) 266-9753	
Address: 1 N. State Street, Suite 1500, Chicago, Illinois 60502 Property Owner: Chanemcoco LLC - c/o Alyce Frantz Address: 5116 Woodland Avenue, Western Springs, IL 60558	
Petitioner's Copy of Report should be mailed to: Petitioner or Contact Person PARCEL INFORMATION:	
Municipality filing with for zoning change: Will County Current Zoning: A-1 Requested Zoning/Special Use/Variance/Annexation: Special Use Street Address of Property: Unassigned E. Indiana Avenue - South Site County: Will Township Name: Washington Section: 14 Acres in Parcel: 29.71 acres	
Parcel Tax Number (s): 22-22-23-100-001 EXPLAIN PROPOSED LAND USE: The proposed solar farm project will occupy +/- 29.71 acres at the northeast corner of the subject parcel, improvements will include solar panels with driven or screwed piers, an access drive and minimal associated equipment. The ground impacts be minimal.	
PROPOSED IMPROVEMENTS: (CHECK ALL APPLICABLE ITEMS)	
Planned Structures: Dwellings w/o basements Dwellings with basements Common Open Space Areas Commercial Bulldings X Other Open Space: Stormwater Treatment: Drainage Ditches Common Open Space Areas Conservation Areas X Other X Other	
WASTEWATER TREATMENT: (CHECK ALL APPLICABLE ITEMS) WATER SUPPLY: (CHECK ALL APPLICABLE ITEMS)	MS)
Septic System Sanitary SewerOther Individual WellCommunity Water	
EXISTING SITE CHARACTERISTICS: (CHECK ALL APPLICABLE ITEMS)	
Ponds or Lakes Floodplain/Floodway Woodland X_Drainage Tiles Stream or River Wetland (s) Cropland Wooded Fence Row Building (s) Disturbed Land Open Grassland Mature Trees	
I (we) understand the filing of this application allows an authorized representative from the Will/South Cook Soil and Water Conservation District to conduct an onsite investigation of the parcels listed above. Furthermore, this report becomes subjet the Freedom of Information Act after presentation to the District Board of Directors at their regularly scheduled meeting. Petitioner or Contact Person: Date: 11/20/2017	ct to
Matt Walsh - Greenberg Fairrow (Agent)	
FOR OFFICE USE ONLY NRI # Date Received: Date Complete: Fee: Check #	
NRI#Date Received: Date Complete: Fee: Check #	

THIS OPINION WILL BE ISSUED ON A NONDISCRIMINATORY BASIS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, MARITAL STATUS, HANDICAP, OR NATIONAL ORIGIN. THE SWCD IS A NON FOR PROFIT ORGANIZATION.



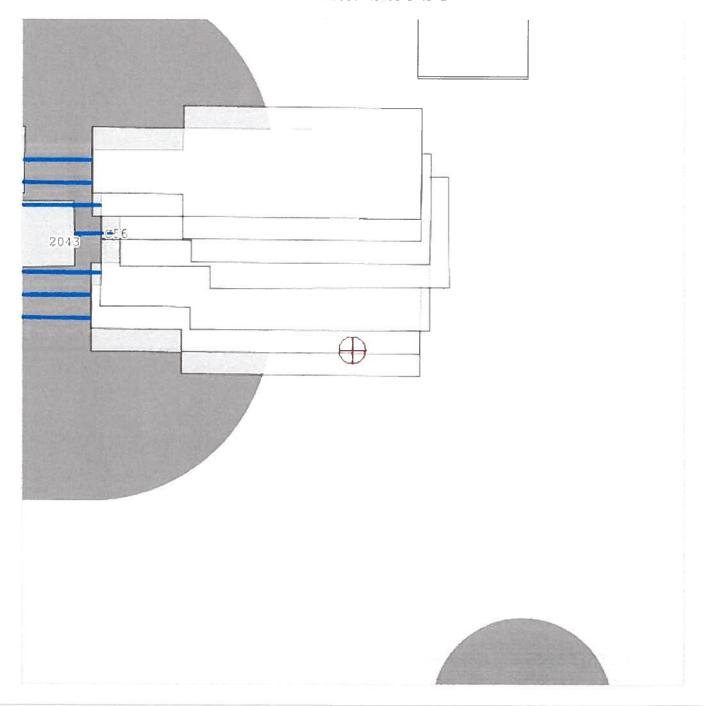




Latitude:	41 Deg 20 M 31.33 S N ▼
Longitude:	87 Deg 34 M 36.05 S W ▼
Horizontal Datum:	NAD63 ▼
Site Elevation (SE):	75D (nearest foot)
Structure Height:	50 (nearest foot)
Traverseway:	No Traverseway (Additional height is added to certain structures under 77.9(c)) User can increase the default height adjustment for Traverseway, Private Roadway and Waterway
Is structure on airport:	No Yes

FAA - Notice Criteria Results showing no notice is required. Results

You do not exceed Notice Criteria.





TO:

2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax: 815.748.4255

www.encapinc.net

TRANSMITTAL LETTER

TO:	D: GreenbergFarrow DATE: Octo		ober 12, 2017	
	21 South Evergreen Avenue Suite 200	PROJECT: South Cotta	ge Grove Road	
	Arlington Heights, Illinois 60005			
ATTN:	Ms. Margaret Blum	ENCAP Project # 17-0823G		
		Date of Enclosed		
We are sending you:		Materials	# of Copies	
2017 ln	itial Findings Report	October 12, 2017	PDF	
IDNR E	coCAT Results	October 6, 2017	PDF	
	Historic Preservation Agency Review it (State & Federal Standards)	October 11, 2017	PDF	
Shapefil	e of GPS Located Wetland Flags	October 12, 2017		
	- (iii - b.i.i.)			
CC:		Date of Enclosed Materials	# of Copies	
	*			
		1		

Signed: Susan Rowley

☐ UPS Ground ☐ UPS Overnight ☐ U.S. Mail ☒ Electronic

☐ As Requested

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Approval

REMARKS: _



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500 Fax: 815.748.4255 www.encapinc.net

October 12, 2017

Ms. Margaret Blum GreenbergFarrow 21 South Evergreen Avenue, Suite 200 Arlington Heights, IL 60005

Re: Wetland Delineation Initial Findings

Project: South Cottage Grove Road, located in Illinois, Will County, Washington Township, Unincorporated Beecher, T33N R14E Sections 14 & 23; Latitude 41.342391 N; Longitude -87.587598 W

ENCAP, Inc. project # 17-0823G Client: GreenbergFarrow

Dear Ms. Blum,

This letter summarizes the initial findings following the wetland delineation of the aforementioned site. The full wetland delineation report is forthcoming. On September 21st, 2017, ENCAP, Inc. performed field work at the South Cottage Grove Road Site east of Beecher, IL (Exhibit A: Location Map). One wetland was identified onsite and one wetland was identified directly offsite (Exhibit F: Aerial Photograph). Wetland location, plant community, possible jurisdiction, buffer requirements, and additional regulations for each are discussed below. The potential for habitat for federally and/or state listed endangered and threatened species were also investigated and results are discussed below. Additionally, a request for an Illinois Historic Preservation Agency (IHPA) Review, Preliminary Illinois Department of Natural Resources (IDNR) Natural Resource Review, Preliminary U.S. Fish and Wildlife Service (USFWS) Review, and a shapefile with GPS located wetland flags have been included in this digital package.

The project area consists of 195 acres of land currently utilized for agricultural production. The site contains many mature trees, mostly willows, (*Salix spp.*) that border an open pond and emergent zone located in the northwestern portion of the project area. A drainage channel runs to the west of this wooded wetland and travels through a culvert under the road, and appears to drain into Trim Creek, a tributary of the Kankakee River. Topographically, the site contains several slight hills and an upland drainage swale located to the north of the wooded wetland. No structures are located on the site.

Wetlands identified within the project area

Wetland 1 - This wetland (approximately 3 acres in on-site size) is located in the northwestern portion of the project area. It is a wooded area with open water in the center, and a drainage corridor that runs to the west. The wetland is primarily vegetated by Reed Canary Grass (*Phalaris arundinacea*), Willows (*Salix* spp.), and Common Duckweed (*Lemna minor*).

The buffer surrounding Wetland 1 consists of scrub shrub species, including Honeysuckle (Lonicera maackii), low quality herbaceous plants and grasses, and an agricultural field most recently utilized for the production of Corn (Zea mays). Wetland 1 is considered a low quality wetland due to the dominance of non-native vegetation. Wetland 1 appears to be linked to a drainage ditch west of South Cottage Grove Road and therefore will likely be under the jurisdiction of the U.S. Army Corps of Engineers (USACE). If the USACE asserts jurisdiction over this wetland, a 50-foot buffer will be enforced surrounding this wetland, if impacts are proposed during project development. Will County may also enforce a 75-foot buffer surrounding this wetland based on the wetland regulations of the Will County Ordinance. Further information regarding USACE and Will County regulations is below.

Offsite Wetland 2- This wetland (approximately 1.06 acres in total size) is located just off site of the northeastern portion project area, and consists of a topographic depression that surrounds an electrical tower. Wetland 2 was primarily vegetated by Barnyard Grass (*Echinochloa crusgalli*), Pinkweed (*Persicaria pensylvanica*), River Club Rush (*Schoenoplectus fluviatilis*), and Cattails (*Typha spp.*). The buffer surrounding Wetland 2 consists of agricultural land most often utilized for Corn production. Wetland 2 is considered a low quality wetland due to dominance of non-native vegetation. Wetland 2 appears to be isolated and therefore may not be under the jurisdiction of the U.S. Army Corps of Engineers, however, the USACE must make the final determination of jurisdictional status. If the USACE asserts jurisdiction over this wetland, a 50-foot buffer will be enforced surrounding this wetland, if impacts are proposed during project development. If the wetland is considered isolated, Will County wetland regulations will be required, and a 75-foot buffer will be enforced surrounding this wetland. Further information regarding USACE and Will County regulations is below.

Regulations

The deposition of dredge or fill materials into federally jurisdictional wetlands or Waters of the United States is regulated by the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act.

The South Cottage Grove Road Site lies within the USACE- Chicago District. The USACE takes jurisdiction of wetlands that are connected/associated with current or historically navigable waterways. A jurisdictional determination from the USACE is required to determine the final jurisdiction of all on-site wetlands. Wetlands not under the jurisdiction of the USACE will be considered isolated, and non-jurisdictional.

The Chicago District USACE has implemented a Regional Permit Program (RPP), replacing the previous Nationwide Permit Program. Generally, the RPP authorizes up to 0.10 acre of low quality wetland to be filled without mitigation. Low quality wetland impacts totaling between 0.10 acre and 1.0 acres may qualify for a Regional Permit with compensatory wetland mitigation. Under the RPP, total wetland impacts in excess of 1.0 acre or any single crossing greater than 0.25 acre will not qualify for a Regional Permit and will require an Individual Permit. Regional Permits generally take between three and six months to approve.

Projects qualifying for a Regional Permit must also establish and/or enhance an upland buffer of native plants (or other appropriate vegetation approved by the District) adjacent to all created, restored, enhanced or preserved waters of the U.S., including wetlands. Created buffers should be established on 6:1 or gentler slopes. Minimum buffer widths are as follows:

• For any waters of the U.S. that do not qualify as wetland (e.g., lakes, rivers, ponds, etc.) the buffer shall be a minimum of 50 feet from the Ordinary High water Mark (OHWM);

October 12, 2017

- For any jurisdictional wetland from 0.25 acres and up to 0.50 acre, the buffer shall be a minimum of 30 feet;
- For any jurisdictional wetland over 0.50 acre, the buffer shall be a minimum of 50 feet; and
- For any waters of the U.S. determined to be a high-quality aquatic resource, the buffer shall be a minimum of 100 feet.

The District may allow buffer widths below the above-required minimums. It shall be incumbent on the applicant to demonstrate that no practicable alternatives are available that would not impact the required buffer widths.

Under the regulations, secondary impacts (both on-site and off-site) from filling also must be evaluated. Mitigation may be required at a higher rate if a project will significantly alter wetland functions such as stormwater detention, water filtration, sediment trapping, and/or wildlife habitat. Before mitigation will be approved, reasonable proof that avoidance or minimization of wetland impacts has been attempted must be provided to the USACE.

A USACE permit is not required if the wetlands are avoided and construction erosion near a wetland is controlled; however, it is highly recommended to submit for and receive a Letter of No Objection (LONO) from the USACE to ensure project compliance with federal regulations.

If impacts to jurisdictional wetlands total more than 1.0 acre, an individual permit from the USACE will be required. Individual permits are subject to more rigorous review by the USACE and submittals are subject to a joint review by the Illinois Environment Protection Agency (IEPA), U.S. Fish and Wildlife Service (USFWS), and Illinois Department of Natural Resources (IDNR). A Section 401 Water Quality Certification must also be obtained by the IEPA concurrently with the USACE permit. Additionally, a significant Alternatives Analysis must be prepared. The Individual Permit Process includes two 30-day public comment periods that are not issued concurrently. These public comment periods can typically be expected to generate several response submittals. The typical review period can be expected to last between one and two years.

Wetlands deemed isolated by the USACE will be subject to local regulations. Will County regulates all development within the County in or near wetlands and other water resources through the implementation of the Water Resource Ordinance. Any developer proposing development on a site that contains wetlands and/or water resources on or within 75-feet of the property boundary shall meet the wetland and wetland buffer provisions required by the Ordinance.

Impacts greater than 0.10 acres in size per project area, require wetland mitigation. Wetland mitigation for impacts to water resources not regulated by the federal authorities must comply with the requirements set forth in the Ordinance.

Water Resource Ordinance for Unincorporated Will County (Sect. 407): The principal purpose of this Ordinance is to promote effective, equitable, acceptable, and legal water resource management measures by establishing reasonable rules and regulations for development. Waters of the United States is a defined term (Section 104.0) in this ordinance and refers to areas that are under the jurisdictional authority and regulated by the United States Army Corps of Engineers. Isolated Waters of Will County are under the jurisdictional authority of this ordinance and is defined term in Section 104.0. This Ordinance shall regulate all development in the unincorporated areas of Will County. However, all development in the unincorporated areas of Will County shall also meet the requirements of the Will County Stormwater Management Ordinance (Countywide), effective January 1, 2004, and all amendments to that ordinance. If provisions of the Countywide Ordinance appear different than

October 12, 2017

the provisions of this Ordinance, than the most restrictive provision of either Ordinance shall apply.

No Site Development Permit for activities that may impact wetlands, waters, or their associated buffers shall be issued unless the Will County Land Use Department finds that:

- 1. The development will not detrimentally affect or destroy, without mitigation (see Section 502.6C), wetlands, waters, or their associated buffer areas, nor impair their natural functions, with the exception of impacts to individual wetlands/waters covering 0.1 acre or less total area, which may be impacted without mitigation required and;
- 2. The location of natural features and the site's topography have been considered in the designing and siting of all physical improvements, and it has been determined that impacts to wetlands, waters, and buffers cannot be avoided and;
- 3. Adequate assurances have been received that the clearing of the site of topsoil, trees, and other natural features will not occur before the commencement of building operations; only those areas approved for the placement of physical improvements may be cleared.

There shall be no development, including clearing or removal of natural ground cover and/or trees, within Isolated Waters of Will County or Waters of the U.S. for any purpose, unless a permit is granted subject to the provisions of this ordinance. This ordinance is not intended to preclude the removal of vegetation (e.g., removal of exotic species or selective thinning in order to increase sunlight penetration) as part of a management program for maintenance and restoration of natural areas.

The Will County Land Use Department may limit development activity in or near a wetland, water's or buffer to specific months, and to a maximum number of continuous days or hours, in order to minimize adverse impacts. Also, the Will County Land Use Department may require that equipment be operated from only one side of a stream, lake, or pond in order to minimize bank disruption. Other development techniques, conditions, and restrictions may be required in order to minimize adverse impacts on any related areas not subject to development activity.

At the time of this letter the Will County Land Use Department requires the following regarding the installation of solar panels:

- 1. All solar farms will be required to get both a building permit (for electrical, etc.) and a site development permit (fill, wetlands, floodplain, etc.) from the dept.;
- 2. The department will require a permit for any pilings, racking systems, or any disturbance in a wetland, buffer, or floodplain; and
- 3. The department is likely to require ground restoration of disturbed areas after construction.

Endangered and Threatened Species

Initial consultation of the Illinois Department of Natural Resource (IDNR) ecological compliance assessment tool (EcoCAT) did not identify any protected resources in the vicinity of the project location. If further project development is initiated, formal consultation with the IDNR will likely be necessary and will cost \$500.00.

USFWS Section 7 federally endangered or threatened species that may be located in Will County include: Northern long-eared bat (*Myotis septentrionalis*), Hine's emerald dragonfly (*Somatochlora hineana*), Eastern massasauga (*Sistrurus catenatus*), Sheepnose mussel (*Plethobasus cyphyus*), Rattlesnake-master borer moth (*Papaipema eryngii*), Eastern prairie fringed orchid (*Platanthera leucophaea*), Lakeside daisy (*Hymenopsis herbacea*), Leafy-prairie

Page 5 of 5
Wetland Delineation Initial Findings
South Cottage Grove Road, Beecher / GreenbergFarrow
ENCAP, Inc. # 17-0823G

October 12, 2017

clover (Dalea foliosa), and Mead's milkweed (Asclepias meadii). The project area does not contain suitable habitat for the above listed species, with the exception of the Northern long-eared bat.

If tree clearing is avoided or if it can be completed between November 1 - March 31, the proposed project will likely have no effect on the northern long-eared bat, and further consultation with the USFWS will not be required.

If you have any questions regarding this information ahead of the full report, please do not hesitate to contact me at (815) 748-4500 or srowley@encapinc.net.

Sincerely,

Susan Rowley, PWS, CWS, LEED AP

Ecological Consulting Director

ENCAP, Inc.

Attachments: IDNR EcoCAT Review Results

Request Submittal to IHPA

Exhibits A-F

IDNR EcoCAT Natural Resources Review Results





1802857

10/06/2017

17-0823G

IDNR Project Number:

Alternate Number:

Date:

Applicant:

ENCAP, Inc

Contact:

Susan Rowley

Address:

2585 Wagner Court

DeKalb, IL 60115

Project:

South Cottage Grove Road

Address:

S. Cottage Grove Road, Beecher

Description: Proposed solar development.

Natural Resource Review Results

This project was submitted for information only. It is not a consultation under Part 1075.

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Will

Township, Range, Section:

33N, 14E, 14

33N, 14E, 23

IL Department of Natural Resources Contact

Impact Assessment Section 217-785-5500

Division of Ecosystems & Environment



Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, 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, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

IDNR Project Number: 1802857

- 1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
- 2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.
- 3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

Request Submittal to IHPA



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500

Fax: 815.748.4255 www.encapinc.net

TRANSMITTAL LETTER

TO:	Deputy State Historic Preservation Officer, Preservation Service Division	DATE: October 11, 2017	
	Illinois Historic Preservation	PROJECT: South Cot	tage Grove Road,
	Agency	Beecher	
	1 Old State Capitol Plaza		-
	Springfield, Illinois 62701		
ATTN:	Ms. Rachel Leibowitz	ENCAP Project # 17-	0823G
We are sending you:		Date of Enclosed Materials	# of Copies
	listoric Preservation Agency Review t (State & Federal Standards)	October 11, 2017	1
CC:		Date of Enclosed Materials	# of Copies
	E.		
Via:	UPS Ground UPS Overnight	U.S. Mail	
THESE A	RE TRANSMITTED AS CHECKED BELOV	N:	
☐ For Ap	proval As Requested	□ For your review	⊠ For your use
REMARI	KS:		
	Signed: Sus	san Rowley	



2585 Wagner Ct. DeKalb, IL 60115 Phone: 815.748.4500

Fax: 815.748.4255 www.encapinc.net

October 11, 2017

Illinois Department of Natural Resources
Office of Land Management
Illinois State Historic Preservation Office
Attn: Review & Compliance, Ms. Rachel Leibowitz
1 Natural Resources Way
Springfield, IL 62702

RE:

South Cottage Grove Road, Beecher, Washington Township, Will County, Illinois S14 and S23, T33N, R14E, 41.342391, -87.587598, Illinois Historic Preservation Agency Review

S14 and S23, 133N, R14E, 41.342391, -87.587598, IIIInois Historic Preservation Agency Review (State & Federal Standards)

Dear Ms. Leibowitz,

On behalf of GreenbergFarrow, ENCAP, Inc. is formally requesting review by the Illinois Historic Preservation Agency for state and federal standards for the project area located at South Cottage Grove Road, Beecher, Washington Township, Will County, Illinois. The project area is approximately 195 acres in size and is generally bounded by agricultural land to the East, North, and South, and South Cottage Grove Road to the West. Approximate coordinates for the site are 41.342391, -87.587598. We are requesting this review as part of a due diligence site assessment for planned development that may require a Section 404 Permit from the Chicago District U.S. Army Corps of Engineers. The proposed project consists of construction of a solar energy array and associated infrastructure.

The project area predominantly consists of agricultural land currently in production of corn and soybean. The remainder of the site consists of a wooded wetland and associated buffer that drains into Trim Creek. Topographically, the project area is generally flat with some intermittent sloping. No current structures exist on the project site.

I have attached a location map and an aerial photograph of the project area to assist with your evaluation. Please review this information and provide your assessment as soon as possible. I am available at 815-748-4500 or srowley@encapinc.net with any additional questions.

Sincerely,

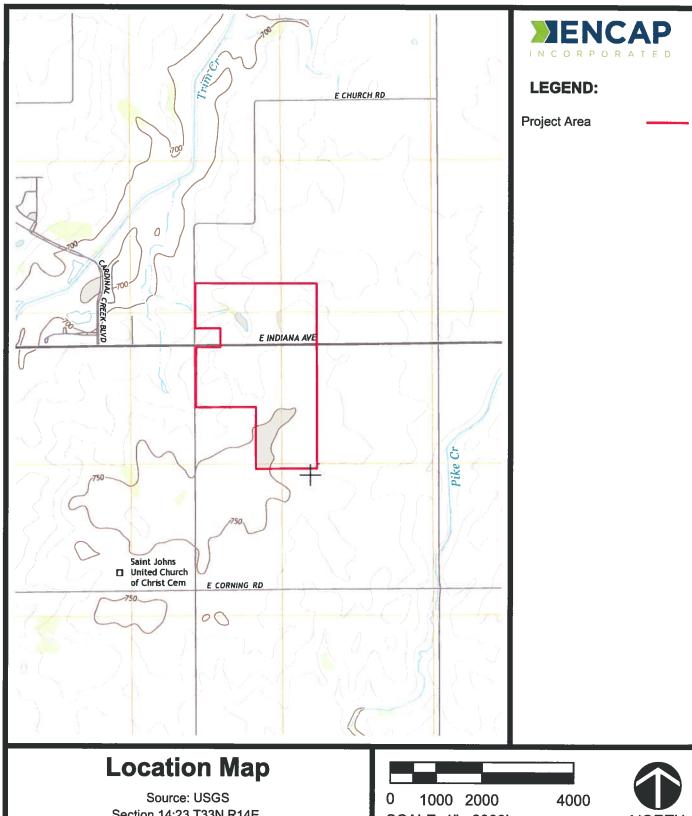
Susan Rowley, PWS, CWS, LEED AP Ecological Consulting Director

ENCAP, Inc.

Attachments:

Location Map

Aerial Photograph



Section 14:23 T33N R14E Latitude: 41.342391 Longitude: -87.587598

South Cottage Grove Road Project Number: 17-0823G

GreenbergFarrow

SCALE: 1"= 2000'







LEGEND:

Project Area

Aerial Photograph

Image Courtesy of Google Earth 2015

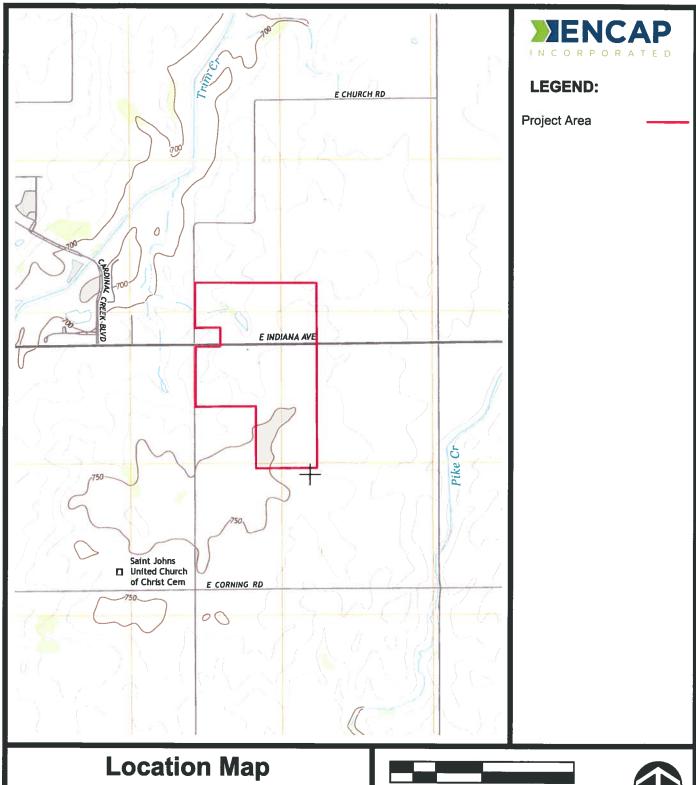
South Cottage Grove Road
Project Number: 17-0823G

GreenbergFarrow



0 300 600 SCALE: 1"=600' 1200 NORTH

Exhibits A - F



Source: USGS Section 14:23 T33N R14E Latitude: 41.342391 Longitude: -87.587598

South Cottage Grove Road Project Number: 17-0823G

GreenbergFarrow

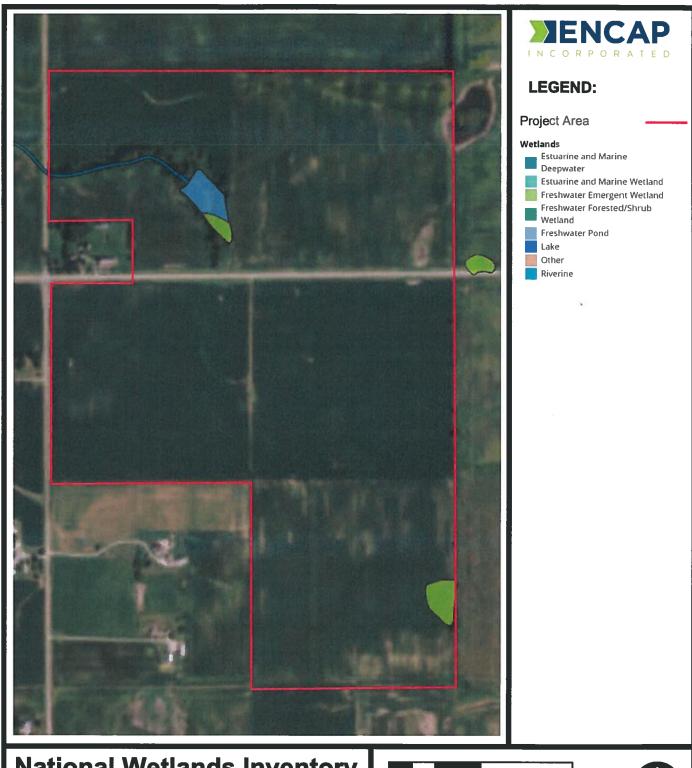


1000 2000 SCALE: 1"= 2000'

4000



Exhibit A



National Wetlands Inventory

Source: U.S. Fish & Wildlife Service

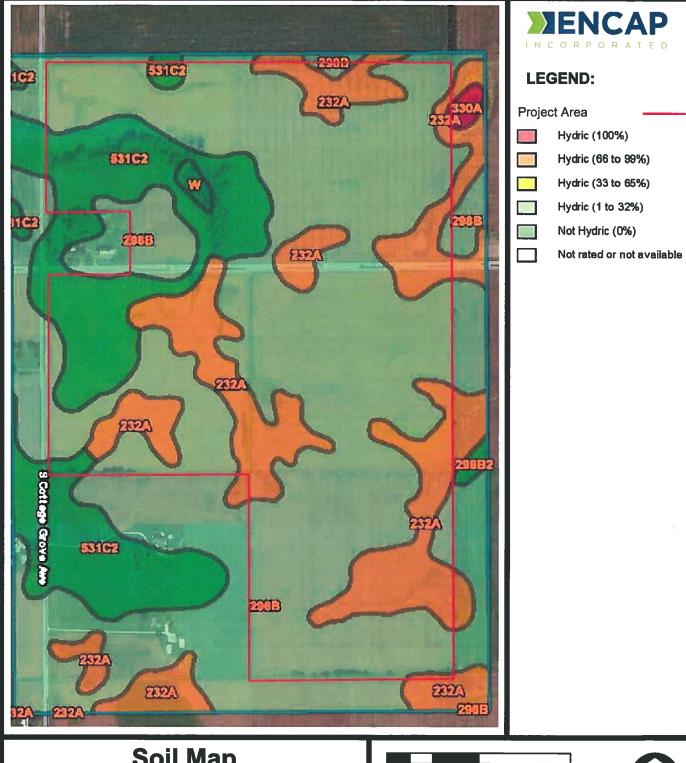
South Cottage Grove Road
Project Number: 17-0823G

GreenbergFarrow

300 600 1200

SCALE: 1"=600'

Exhibit B



Soil Map

Source: U.S. Department of Agriculture Natural Resources Conservation Service Web Soil Survey 3.1

South Cottage Grove Road Project Number: 17-0823G

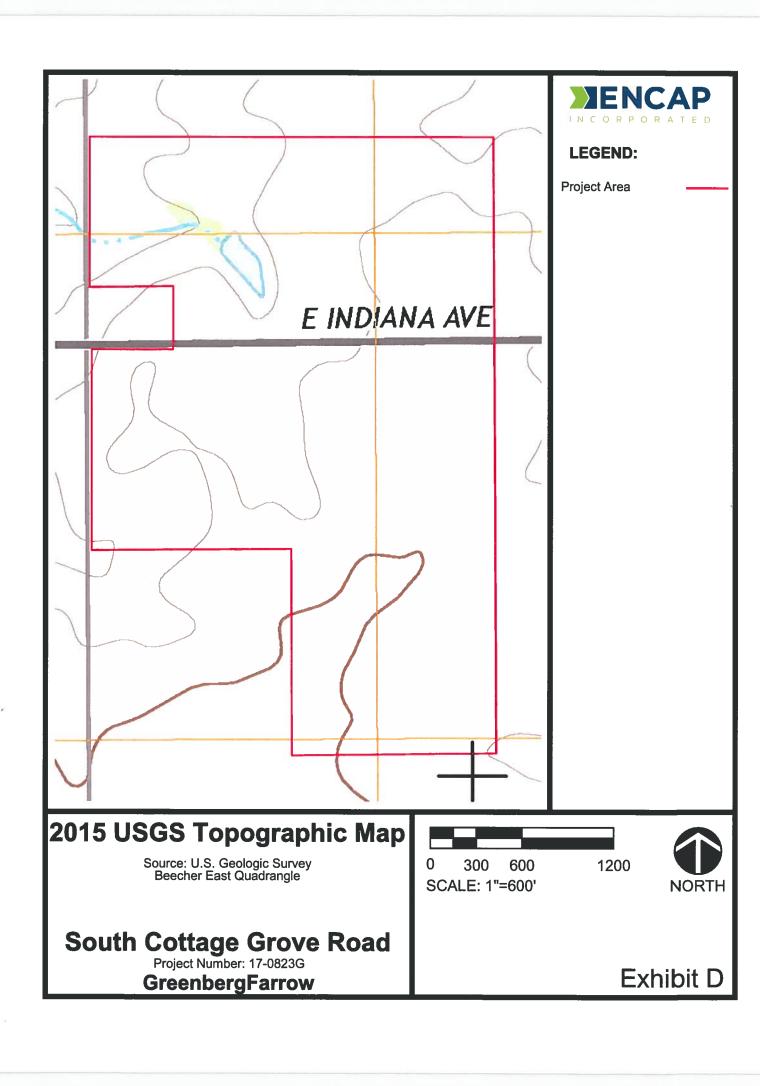
GreenbergFarrow

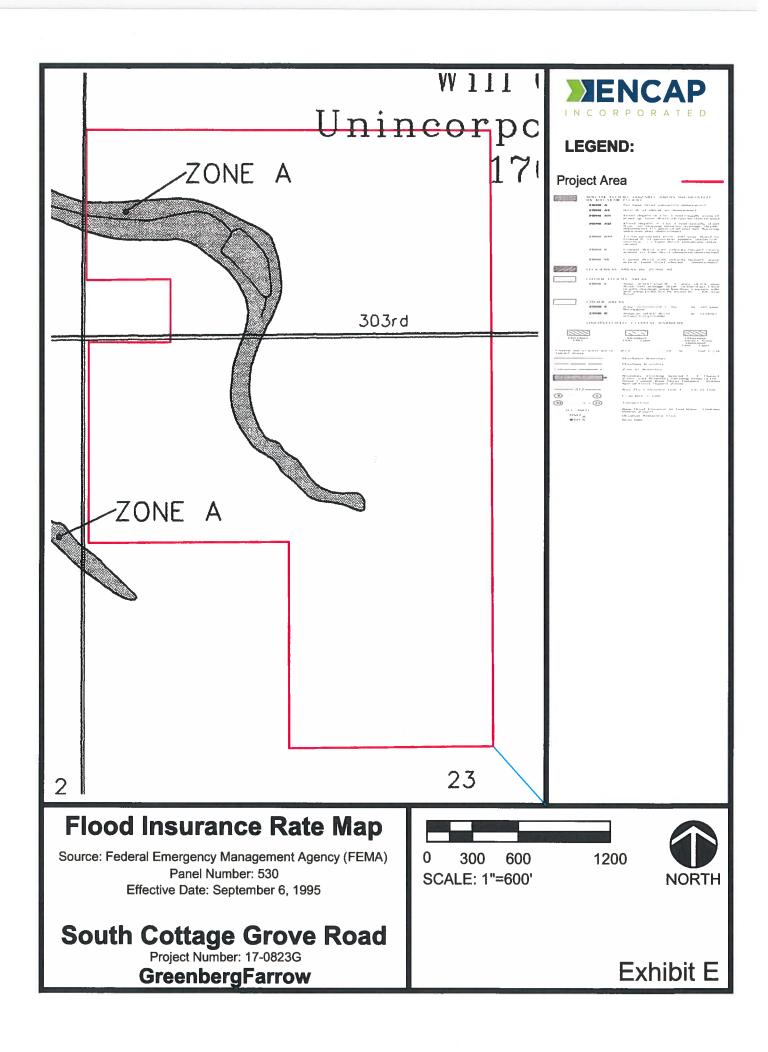


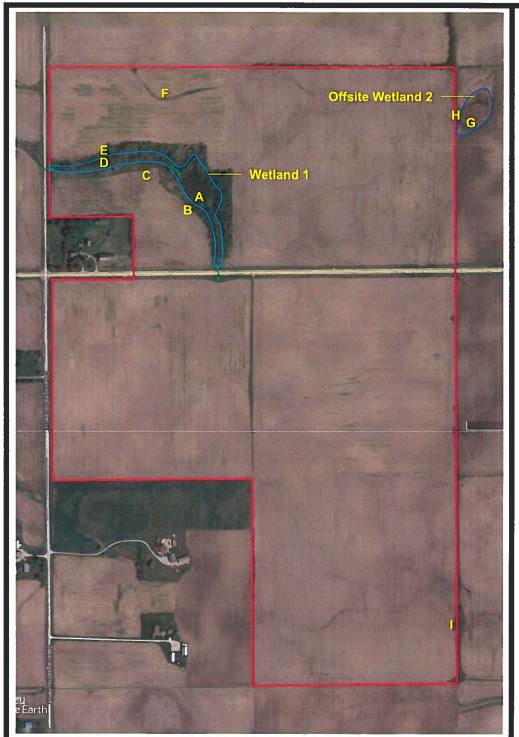
300 600 SCALE: 1"=600' 1200



Exhibit C







ENCAP

LEGEND:

Project Area

Approximate On-site Wetland Boundary

Approximate Off-site Wetland Boundary

Culvert

Aerial Photograph

Image Courtesy of Google Earth 2015

South Cottage Grove Road Project Number: 17-0823G

Project Number: 17-0823G

GreenbergFarrow



0 300 600 SCALE: 1"=600' 1200



Exhibit F





Applicant:

ENCAP, Inc

Contact:

Susan Rowley

Address:

2585 Wagner Court

DeKalb, IL 60115

Project: Address:

South Cottage Grove Avenue S. Cottage Grove Ave., Beecher

Description: Proposed Solar Development

IDNR Project Number:

1804409

11/28/2017

Alternate Number:

17-0823G, 1802857

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. 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. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: Will

Township, Range, Section:

33N, 14E, 14

33N, 14E, 23

IL Department of Natural Resources Contact

Brandon Jackson 217-785-5500

Division of Ecosystems & Environment



Government Jurisdiction

Will County, Land Use Department

Curt Paddock

58 E. Clinton Street

Suite 100

Joliet, Illinois 60423

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, 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, compliance with applicable statutes and regulations is required.

IDNR Project Number: 1804409

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- 1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
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- 3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

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EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.





EcoCAT Receipt

Project Code 1804409

APPLICANT

DATE

ENCAP, Inc Steven Milano 2585 Wagner Court DeKalb, IL 60115

DECODIDE

11/28/2017

DESCRIPTION	FEE	CONVENIENCE FEE	TOTAL PAID
			

EcoCAT Consultation \$ 500.00 \$ 11.75 \$ 511.75

TOTAL PAID \$511.75

Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702 217-785-5500 dnr.ecocat@illinois.gov